

City of Plainwell



Brad Keeler, Mayor
Lori Steele, Mayor Pro-Tem
Cathy Green, Council Member
Roger Keeney, Council Member
Randy Wisnaski, Council Member

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

"The Island City"

AGENDA

Plainwell City Council
Monday, March 10, 2025 - 7:00PM
Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 02/24/2025 Regular Meeting
6. **Public Comments**
7. **County Commissioner Report**
8. **Agenda Approval**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **City – Board & Commission Appointment List**
Council will consider confirming the Mayor's appointment of community members Barbara Seekman and Molly Wright to the Compensation Commission as presented.
 - B. **City – Sewer Collections**
Council will consider approving Plummer's Environmental Services to complete the lining and cleaning project for the City of Plainwell for \$183,036.50.
 - C. **WR – Approval to Rebuild the Grit Pump**
Council will consider approving the rebuild of the Wilo grit pump by Fixall Electric for \$6,640.28.
 - D. **DPW – Water Meter Replacement**
Council will consider approving the installation of three large water meters by W Soule for \$5,320.00.
 - E. **DPW – Items for Auction**
Council will consider approving the auction of unused equipment and items by the DPW as presented.
 - F. **City – First Right of Refusal to purchase buildings #17 and #18**
Council will consider approving the purchase of buildings #17 and #18 from GHD for \$326,000.00 and authorizing the City Manager and City Clerk to enter into a purchase agreement for the property subject to final approval by the City Manager and City Attorney. Further authorize the City Manager and City Clerk to execute documents or other agreements as necessary to close on the purchase of the property, subject to final review by the City Manager and Attorney, and authorize the City Manager and City Attorney to take any steps necessary to effectuate the purchase of the property subject to this motion.
11. **Communications:** The February 2025 Investment and Fund Balance reports.
12. **Accounts Payable** - \$355,089.58
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.
Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
February 24, 2025

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Ken Fritz of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Pro Tem Steele, Councilmember Wisnaski, Councilmember Keeney and Councilmember Green. Absent: Mayor Keeler
A motion by Wisnaski, seconded by Keeney, to excuse Mayor Keeler from tonight's proceedings. On a voice vote, all voted in favor. Motion passed.
5. Approval of Minutes:
A motion by Keeney, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 02/10/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioners Report: Commissioner Dugan gave an update on happenings throughout Allegan County.
8. Agenda approval:
A motion by Wisnaski, seconded by Green, to approve the Agenda for the February 24, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. Community Development Manager Siegel discussed the return of unused Brownfield Redevelopment Loan (BRL) funding to the Michigan Department of Environment, Great Lakes and Energy (EGLE). The loan was given to the City in September of 2020 to assist with Phase 3 of the Plainwell Papermill Project.
A motion by Keeney, seconded by Green, to return \$22,171.71 of unused loan funds to the Michigan Department of Environment, Great Lakes and Energy. On a roll call vote, all voted in favor. Motion passed.
 - B. City Manager Lakamper discussed the City's first right of refusal to purchase buildings 18 and 19 from GHD. There is an offer of \$326,000.00 for the buildings, which the City can match. Council discussed purchasing the buildings, and the potential advantages and disadvantages of keeping the property versus selling it.
A motion by Green, seconded by Keeney, to table the discussion concerning the purchase of buildings 18 and 19 by the City of Plainwell. On a roll call vote, all voted in favor. Motion passed.
11. Communications:
A motion by Keeney, seconded by Wisnaski, to accept and place on file the January 2025 Department of Public Safety and Water Renewal Reports, the 01/14/2025 DDA/BRA/TIFA meeting minutes and the 01/16/2025 Parks & Trees meeting minutes. On a voice vote, all voted in favor. Motion passed.
12. Accounts Payable:

MINUTES
Plainwell City Council
February 24, 2025

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$1,042,798.72 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: None.

14. Staff Comments:

Personnel Coordinator/Treasurer Kersten had nothing to report.

Superintendent Nieuwenhuis stated that he was enjoying the nicer weather.

Community Development Manager Siegel shared that Doggie DeeTails has been purchased, and the new owners plan on keeping it the same. She mentioned the upcoming Art Hop event.

Deputy Superintendent Keyser stated that he continues to train at the Wastewater Plant.

Director Callahan had nothing to report.

Clerk Leonard had nothing to report.

City Manager Lakamper shared that Nick Larabel has organized a meeting discussing Brownfield and how it applies to the Mill Site. The meeting is scheduled for Tuesday, March 11, 2025 at 8:00am at City Hall in the Council Chambers and is open to the public. All Board and Commission members are encouraged to attend. He stated that the City has requested for bids to clean and line sewer lines in the Old Orchard. Bids are due March 3, 2025. He discussed receiving notification from the State of Michigan that the Mill Site has higher than allowed PFAS levels.

15. Council Comments:

Mayor Pro-Tem Steele told Director Callahan that she has experienced an increase in cars not stopping for bus red lights on N. Main past Russet.

16. Adjournment:

A motion by Keeney, seconded by Wisnaski, to adjourn the meeting at 7:39pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
March 10, 2025

JoAnn Leonard, City Clerk

**City of Plainwell
Boards & Commissions
Appointment List
March 2025**

Compensation Commission

Barbara Seekman

Molly Wright

5-year term

06/2027 (partial term)

12/2028 (partial term)

Current Vacancies

Downtown Development Authority

1 opening



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: 3/6/25
SUBJECT: Sewer Collections

SUGGESTED MOTION: I make a motion to approve Plummer's Environmental Services to complete the lining and cleaning project for the City of Plainwell for \$183,036.50.

BACKGROUND INFORMATION: The City of Plainwell requested sealed bids for a sewer lining and cleaning project. There were two companies that submitted bids.

- Plummer's Environmental Services \$183,036.50
- Waste Recovery Systems \$227,124.00

The City believes both companies would be capable of completing the work with outstanding quality and a timely fashion. We recommend Plummer's be awarded the contract for this project.

ANALYSIS: Plummer's Environmental Services has completed work for the City before and are capable of completing this project for the City of Plainwell.

BUDGET IMPACT: This is a budgeted item.

City of Plainwell

Received

FEB 26 2025

City of Plainwell
Office of the City Clerk



"The Island City"

Brad Keeler, Mayor
Lori Steele, Mayor Pro Tem
Cathy Green, Council Member
Roger Keeney, Council Member
Randy Wisnaski, Council Member

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Request for Sealed Bids Sewer Lining and Cleaning Project

The City of Plainwell is requesting sealed bids for a sewer lining and cleaning project to be completed **prior to June 1, 2025**. Sealed bids must be submitted **before 11:00 a.m. on March 3, 2025**, and will be publicly opened at **12:00 p.m. (noon) the same day**. Attendance at the bid opening is not required.

Prospective Bidders may submit questions to Plainwell DPW Supervisor, Bob Nieuwenhuis via email at dpw@plainwell.org, or by calling (269) 685 – 9363.

Project Scope & Bid Breakdown

Old Orchard Neighborhood

- Jet and vactor **2,623 linear feet (LF) of 8" sewer main**; contractor to provide debris disposal.
- Line **2,623 LF of 8" sewer main** using *Cured-in-Place Pipe Lining (C.I.P.)*.
- Open and reinstate all lateral connections covered by the pipe lining.
- Provide bypass pumping as needed.

Michigan Avenue

- Jet and vactor **465 LF of 8" sewer main**, including two manhole structures; contractor to provide debris disposal.
- Line **465 LF of 8" sewer main** using *Cured-in-Place Pipe Lining (C.I.P.)*, including lining:
 - One **3' deep manhole structure**
 - One **5' deep manhole structure**
- Open and reinstate all lateral connections covered by the pipe lining.
- Provide bypass pumping as needed.

City-Wide Sewer Cleaning

- Jet and vactor an additional **20,000 LF of various-sized sewers**; contractor to provide debris disposal.

Additional Requirements

- **Traffic Control:** The accepted contractor is responsible for all traffic control, which must meet **Michigan Department of Transportation (MDOT) standards**.
- **Water Supply:** The City of Plainwell will provide water for the project.

The City of Plainwell is an equal opportunity provider and employer

- **Bid Submission Format:** Please provide a price for each of the three specified locations (Old Orchard Neighborhood, Michigan Avenue, City-Wide) and a total for all of the work in your bid.

Bid Submission:

Sealed bids should be labeled "**Sewer Lining Project**" and mailed or hand delivered to:

Plainwell City Clerk

211 North Main St.
Plainwell, MI 49080



Contact Name:	Robert Niewenhuis	Quote #:	Q-5D7-824-6D4F
Customer Name:	City of Plainwell DPW	Date:	02/21/2025
Customer Address:	126 Fairlane St. Plainwell, MI 49080	Prepared By:	Dave Van Dyken
Office Phone:	(269) 685-9363	Office Phone:	(616) 877-3930
Mobile Phone:	(269) 207-7320	Mobile Phone:	(616) 366-8548
Customer Email:	dpw@plainwell.org	Email:	davidv@plummersenv.com

Statement of Work:

We hereby submit a proposal for the following 3 projects:

Old Orchard Neighborhood

Jet and vactor 2,623 linear feet (LF) of 8" sewer main; contractor to provide debris disposal.
Line 2,623 LF of 8" sewer main using Cured-in-Place Pipe Lining (C.I.P.).
Open and reinstate all lateral connections covered by the pipe lining.
Provide bypass pumping as needed.

Michigan Avenue

Jet and vactor 465 LF of 8" sewer main, including two manhole structures; contractor to provide debris disposal.
Line 465 LF of 8" sewer main using Cured-in-Place Pipe Lining (C.I.P.), including lining:
One 3' deep manhole structure
One 5' deep manhole structure
Open and reinstate all lateral connections covered by the pipe lining.
Provide bypass pumping as needed.

City-Wide Sewer Cleaning

Jet and vactor an additional 20,000 LF of various-sized sewers; contractor to provide debris disposal.

We will provide the equipment and crew to clean and televise the sanitary in preparation for lining and install the cured in place pipe. All lateral services lined over will be robotically reinstated upon the curing of the CIPP.

Our price includes bypass pumping as needed, traffic control, pipe prep, pre and post video inspection.

All pipeline video inspections will be performed by one of our NASSCO certified PACP inspectors. All sewers will be inspected utilizing one of our IBAK mainline tractor cameras. Inspections will be recorded and PACP coded through Pipe Logix a NASSCO certified software. We will provide you with a digital copy of the video inspections along with the PACP database. Our video inspections will include a physical measurement of the pipe diameter and a physical measurement of the pipe length from manhole to manhole.

Sewer cleaning will be completed by high pressure water jetting and vacuuming the debris from the sewer. We will provide you with one of our Vactor 2100+ combination jet/vacuum machines and operators to clean each section of sewer before the sewer is inspected. All solid waste removed from the sewer will be manifested to local, state and federal regulations, transported and disposed of at Plummer's Environmental Services EPA Licensed Centralized Waste Treatment Facility in Byron Center Michigan. Water for jetting will be provided at no cost to PES.

Our Cured in Place Pipe Liners are manufactured and wet out by Aegion and meet the ASTM F1216 specifications for cured in place pipe.

The 2 manholes that need rehab will be coated with 1/2" of Reliner MSP a cementitious coating. We will provide the equipment and crew to prep the surfaces for coating and coat with Reliner MSP. Concrete will be troweled and brush finished.

All work performed inside of the manholes will be performed by a confined space certified entry team and will follow all OSHA regulations for a permit-required confined space entry per 1910.146 standards.

The Reliner MSP® Cement is a blend of polymer modified Portland cement, a dry microsilica powder, polypropylene fiber and other selective admixtures that impart greater workability and control during placement. The cement is designed to restore structural integrity in brick, corrugated metal pipe culverts, concrete, and Fiberglass infrastructure.

Services:				
Description	Est Qty	UOM	Price	Est Amt
Old Orchard Neighborhood - 2,623 LF 8" Sewer Main Cleaning	2,623.00	LF	\$1,000	\$2,623.00
Old Orchard Neighborhood - 2,623 LF of 8" x 4.5mm CIPP	2,623.00	LF	\$49,500	\$129,838.50
Michigan Ave - 465 LF of 8" Sewer Main Cleaning	465.00	LF	\$1,000	\$465.00
Michigan Ave - 465 LF of 8" x 4.5mm CIPP	465.00	LF	\$54,000	\$25,110.00
Michigan Ave - MH S0550 - 3' Deep - Cementitious Coating	1.00	EA	\$2,500,000	\$2,500.00
Michigan Ave - MH S0540 - 5' Deep - Cementitious Coating	1.00	EA	\$2,500,000	\$2,500.00
City-Wide Sewer Cleaning - 20,000 LF of Various-Sized Sewer Cleaning	20,000.00	LF	\$1,000	\$20,000.00
			Sub-Total:	\$183,036.50

Summary of Estimated Charges	
Category	Est Total
Services	\$183,036.50
Total Estimated Charges	\$183,036.50

STANDARD TERMS AND CONDITIONS

In this agreement "you", "your" and the "Customer" refer to the person signing this Contract ("Contract") with Plummer's Environmental Services Inc. ("Company").

1. You agree to purchase the material and services described in this Contract from the Company at the price and according to the terms stated in this Contract.
2. A service charge of 1 1/2% per month (18% per year) will be paid on past due amounts starting thirty (30) days after the invoice date. If Customer desires to pay invoice by credit card, an additional 3% credit card processing fee will be added to Customer's invoice.
3. All material is guaranteed to be as specified. All work to be completed in a good, workmanlike manner according to standard practices and using the standard of care commonly used by environmental professionals and by-product transporters practicing in the State of Michigan. Company's workers are fully covered by Worker's Compensation insurance. In the event of cancellation of a job in progress by Customer, Customer will reimburse Company for all labor and/or material costs. Company shall have the right to stop work if payments are not made when due. Company shall be held harmless from all liabilities related to the hold up during such period.
4. All terms and conditions in this Contract supersede any other terms and conditions, prior proposals or prior bids. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations or warranties other than those expressly incorporated herein nor is this Contract dependent upon or subject to any conditions or approvals precedent or subsequent not herein stated. No subsequent agreement relating hereto shall be binding upon Customer or Company unless in writing and signed by the party being bound.
5. If Customer requests changes, alteration or deviation from specifications involving extra cost, such work will only be performed upon written change orders, and will become an extra charge over and above the Contract price. Company may, by giving written notice to Customer, terminate this Contract if Customer breaches this Contract and such breach is not cured within a reasonable period (in any event such period not to exceed thirty days) or such breach is not capable of being cured within a reasonable period.
6. The actual completion time is contingent upon access to Customer's facility, labor strikes, material shortages, accidents, weather, acts of God, changes caused by a body of government, and the like. Change orders will affect the time necessary for completion. Company shall not be liable for any damages suffered by Customer as a result of any delay occasioned by these contingencies.
7. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, OF THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT BY COMPANY. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. COMPANY SHALL HAVE NO OTHER LIABILITY TO CUSTOMER IN CONNECTION WITH THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSONS AND PROPERTY.
8. Customer shall maintain at its sole cost and expense insurance policies meeting the minimum insurance levels set forth below and shall provide certificates of such insurance evidencing the limits and expiration dates upon request;
- a. Worker's Compensations - in accordance with applicable statutory requirements;
 - b. Commercial General Liability - not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate,
 - c. Automobile Liability - not less than \$1,000,000 per occurrence;
- All policies of Insurance shall name Plummer's Environmental Services, Inc. as an additional insured and will provide Plummer's thirty (30) days prior written notice of cancellation.
9. All issues concerning the construction, validity, enforcement and interpretation of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue is hereby exclusively established in the County of Kent, State of Michigan for any dispute or claim arising out of this Contract. Company, if it prevails in any action shall be entitled to all reasonable attorneys' fees, costs and other expenses incurred in such action and in any subsequent efforts to collect the amount awarded.
10. Any portion of this Contract found to be not enforceable by a court of competent jurisdiction will not invalidate the remaining portions of this Contract. Any term of this Contract which is found to be ambiguous shall not be construed against the Company. Nothing herein shall exclude any other rights or remedies to which Company is entitled by law or equity.
11. Customer agrees to indemnify and hold Company harmless, and assume any legal liability to defend Company, its agents, employees, officers and members from any claim or action by any third party arising out of the performance of work pursuant to this Contract except those claims or actions arising out of incidents caused by employees or agents of the Company.
12. All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Contract. This Contract is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.
13. Cancellations made two business days or less before a scheduled service may be subject to a charge of up to 25% of the amount quoted for service.
14. This quote may be withdrawn if not accepted within 30 days.
15. Plummer's Environmental Services is not responsible for any sewer back up on private or commercial properties while cleaning sewer lines due to inadequate ventilation on the owners sewer.

Name: Robert Niewenhuis

Signature:

X _____

Date: 02/21/2025



Waste Recovery Systems

INDUSTRIAL CONTRACTORS

4750 Clyde Park Ave SW • Wyoming, MI 49509

P. (616) 719-5595

F. (616) 719-5599

info@IndustrialWasteRecovery.com

www.IndustrialWasteRecovery.com

City of Plainwell SEWER LINING & CLEANING PROJECT:

Received

MAR 03 2025

- Old Orchard Neighborhood

1. Adhere to the safety, sanitation and work rules of the OSHA.
2. Jet and Vacuum 2,623 linear feet (LF) of 8" sewer main, provide debris disposal from cleaning. Line 2,623 LF of 8" sewer main using Cured-in-Place Pipe Lining (C.I.P.P). Open and reinstate all lateral connections covered by the pipe lining. Provide bypass pumping as needed.

City of Plainwell

Office of the City Clerk

8" -Price per LF \$ 48.00 X 2,623 LF = \$125,904.00

- Michigan Ave.

1. Jet and vacuum 465 LF of 8" sewer main, including two manhole structures contractor to
2. provide debris disposal. Line 465 LF of 8" sewer main using Cured-in-Place Pipe Lining (C.I.P.), including lining:
3. One 3' deep manhole structure
4. One 5' deep manhole structure
5. Open and reinstate all lateral connections covered by the pipe lining. Provide bypass pumping as needed

8" – price per LF \$ 48.00 X 464 LF = \$22,320.00

3ft manhole structure \$ 2,700.00

5ft manhole structure \$ 3,800.00

Michigan Ave Total \$28,820.00

Received

MAR 03 2025

City of Plainwell
Office of the City Clerk

- City wide Sewer cleaning

1. Jet & Vacuum an additional 20,000 LF of various-sized sewers & to provide debris disposal.
Price \$3.62 per LF X 20,000 LF = \$72,400.00

Project Total: \$227,124

- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. In the event that the repair of the above described pipeline fails because of

product, labor or equipment failure, the buyer agrees that Waste Recovery Systems in no way inherits the owners pipeline failure and that its sole and exclusive remedy against Waste Recovery Systems will be limited to Waste Recovery reimbursement or waiver of the contract price. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Waste Recovery is willing to reimburse or waive the contract price.

Thank you for the opportunity to quote your work.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rick Plummer".

Rick Plummer

Signature: _____

PO# _____

Date: _____



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Luke Keyzer, Asst. Supt, Water Renewal
DATE: March 3, 2025
SUBJECT: Approval for rebuilding Grit pump.

SUGGESTED MOTION: I motion to approve Fixall Electric to rebuild our Wilo grit pump for \$6,640.28

BACKGROUND INFORMATION: This grit pump needs to be repaired and rebuilt. It has been in service for 15 + years. When bought originally, the impeller and volute were ceramic coated to increase durability. This makes the replacement cost very high. It has been a work horse pump and rebuilding it will be a fraction of the replacement cost.

ANALYSIS: Fixall Electric is a highly recommended vendor who we have used in the past. This should give us many more years of service before replacement will be needed.

BUDGET IMPACT: This will impact the fund 590-540-931.



ELECTRIC MOTOR SERVICE

Estimate

Date	Estimate #
1/17/2025	19918

737 BUTTERWORTH SW
GRAND RAPIDS, MI, 49504

Name / Address

CITY OF PLAINWELL
141 NORTH MAIN STREET
PLAINWELL, MI 49080

CUSTOMER
CONTACT

LUKE@ PLAINWELL 269-492-4581
lkeyzer@cityofplainwell.org

P.O. No.

Terms

LOCATION

2% 30 days

PT 311

Item	Description	Qty	Rate	U/M	Total
JOB	MAKE: WILO DRY PIT PUMP MODEL:-FA08.52W FK17.1-6/8K SERIAL:650055897 HP:-2.8 RPM:1090 FRAME: VOLTS: 460V AMPS:4.7 PHASE: 3 TYPE: ENCL: QUIT. REBUILT TWICE LAST YEAR. TEAR DOWN AND INSPECT. UNIT HAD WATER IN THE SEAL CHAMBER AND MOTOR CHAMBER. WINDING WAS BLOWN ON COIL END IN 2 SPOTS. ESTIMATE TO REBUILD WITH REBUILD KIT, REWIND STATOR AND OIL FILL.	1	0.00	ca	0.00

Total



ELECTRIC MOTOR SERVICE

Estimate

Date	Estimate #
1/17/2025	19918

737 BUTTERWORTH SW
GRAND RAPIDS, MI, 49504

Name / Address

CITY OF PLAINWELL
141 NORTH MAIN STREET
PLAINWELL, MI 49080

CUSTOMER CONTACT	LUKE@ PLAINWELL 269-492-4581 lkeyzer@cityofplainwell.org	
P.O. No.	Terms	LOCATION
	2% 30 days	PT 311

Item	Description	Qty	Rate	U/M	Total
6074592/6035520	WILO MECHANICAL SEAL KIT/WILO REPAIR KIT	1	3,231.90	ea	3,231.90
QB SHIPPING	Shipping		65.00		65.00
DIALA AX OIL	DIALA AX OIL (QUART)	8	10.85	qt	86.80
LABRW	REWIND LABOR/HR	9	120.00	hr	1,080.00
TP-11-120	THERMAL PROTECTOR 120 C	1	144.00	ea	144.00
SUPPLIES	REWIND SUPPLIES	1	210.00	ea	210.00
LAB1	\$115.00/HR	15	115.00	hr	1,725.00
3207	BEARING	1	75.70	ea	75.70
6206LLNTN	BEARING	1	21.88	ea	21.88

Total	\$6,640.28
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"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: 3/6/25
SUBJECT: Water Meter Replacement

SUGGESTED MOTION: I make a motion to approve W Soule to install the remaining large water meters for \$5320.00.

BACKGROUND INFORMATION: We have three large water meters that still need to be replumbed from our City-wide meter change out. I asked for quotes to complete this project and received two.

- W Soule - \$5320.00
- R W LaPine - \$8,443.00

Both companies have done work for the City and are capable of completing this project but we recommend W Soule.

ANALYSIS: W Soule has done work for the City in the past without issue.

BUDGET IMPACT: This is a budgeted item.



5140 East ML Avenue, Kalamazoo, MI 49048

Phone: (269) 388-2045

E-mail: rob@rwlservice.net

Fax: (269) 388-4523

February 25, 2025

**City of Plainwell
Department of Public Works**

Attn: Robert Nieuwenhuis

Project: Pipp Water Meters

R.W. LaPine offers the following proposal for your consideration:

Provide Labor and Material to install two 3" water meters supplied by the City of Plainwell.

Includes flanges, gaskets, nipples as required.

Total Net Price, as described above: \$ 4,977.00.

Proposal valid for 30 days.

If you have any questions, please feel free to contact me.

Sincerely,
R.W. LaPine

Rob Loftis

Rob Loftis
Its: Project Manager



5140 East ML Avenue, Kalamazoo, MI 49048

Phone: (269) 388-2045

E-mail: rob@rwlservice.net

Fax: (269) 388-4523

February 25, 2025

**City of Plainwell
Department of Public Works**

Attn: Robert Nieuwenhuis

Project: Preferred Plastics Water Meter

R.W. LaPine offers the following proposal for your consideration:

Provide Labor and Material to install one 3" water meter supplied by the City of Plainwell.

Includes premium time, flanges, gaskets, nipples as required.

Total Net Price, as described above: \$ 3,466.00.

Proposal valid for 30 days.

If you have any questions, please feel free to contact me.

Sincerely,
R.W. LaPine

Rob Loftis

Rob Loftis
Its: Project Manager



Process Solutions • Fabrication Innovation

March 5, 2025

Bob Nieuwenhuis
City of Plainwell
126 Fairlane St
Plainwell, MI 49080

Re: Water Meter Install

Dear Bob,

We are pleased to provide a quote for the water meter install per below

Scope of Work:

Pipp Hospital

- Install (2) new 3" flanged water meters 19" face to face
 - Rework piping as necessary to accommodate longer meters
 - Includes pipe and fittings as necessary
 - Work to be done M-F, both meters same day
- Total - \$2,630.00

Preferred Plastics

- Install one new 3" flanged water meter 19" face to face
 - Rework piping as necessary to accommodate longer meter
 - Includes pipe and fittings as nece
 - Work to be done on a scheduled Saturday
- Total - \$2,690.00

Not to Exceed Total \$5,320.00

Exclusions:

- Electrical
- Controls
- Valves
- Testing
- Insulation Repair

Thank you for the opportunity to quote this project. If you should have any questions and/or comments, please contact me at your convenience.

Sincerely

A handwritten signature in black ink, appearing to read 'Justin Hoikka'.

Justin Hoikka
W. Soule & Company

CORPORATE OFFICE

P.O. Box 2169 (49003) | 7125 S. Sprinkle Road | Portage, MI 49002
(269) 324-7001 | Fax (269) 324-7950
www.wsoule.com



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: 3/6/25
SUBJECT: Items for auction

SUGGESTED MOTION: I make a motion to approve the DPW to auction the items listed below.

BACKGROUND INFORMATION: We have had success in the past auctioning of items that we no longer use. The DPW is looking to auction off the following:

- 1) A groundskeeper Toro mower that is for parts only
- 2) Concrete flower planters (various sizes)
- 3) Hoist Gantry
- 4) Slide in Salter

ANALYSIS: Items that we no longer use to be auctioned.

BUDGET IMPACT: This is a positive impact to the budget.







"The Island City"

MEMORANDUM

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

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: March 10, 2025
SUBJECT: Consideration of Purchase Agreement for Vacant Industrial Land

SUGGESTED MOTION: "Motion to enter into a purchase agreement with GHD for the purchase of 200 Allegan St, Plainwell, Michigan 49080 with a permanent parcel ID#s of 55-160-043-10 and authorize the City Manager and City Clerk to enter into a purchase agreement for the property subject to final approval by the City Manager and City Attorney. Further authorize the City Manager and City Clerk to execute any documents or other agreements necessary to close on the sale of the property subject to final review by the City Manager and City Attorney. Further authorize the City Manager and City Attorney to take any steps reasonably necessary to effectuate the sale of the Property subject to this motion."

BACKGROUND INFORMATION: In 2011 the City sold GHD, then called CRA, buildings 17 and 18 of the mill complex, after the execution of a development agreement from 2010. This resulted in GHDs offices (Building 17), the entryway (Building 18), and City Hall (Building 19), being renovated and occupied by both parties. Part of that agreement, was a Right of First Refusal (ROFL) for both parties, should the other sell their building(s). GHD has now executed a signed Letter of Intent (LOI) with BizEx Ventures to sell them both buildings 17 and 18, and the associated parking lot, for \$326,000. This triggers the cities ROFL and allows us to enter into a purchase agreement under the same terms as the LOI between BixEx and GHD, which is attached.

Building 17: This is the building where GHD currently has their offices. They occupy the top floor which has been built out to office space in a similar manner to City Hall. The building consists of 3 floors and a basement. The first and second floors, are not renovated and also do not have a ceiling height that meets occupancy standards for assembly (A2) or Offices. Effectively making them unusable, beyond storage, without further modification. The basement of building 17 houses the boiler, electrical service panel, sanitary sewer and water services, and fire suppression service for buildings 17,18,19.

Building 18: This is the entryway to the building and provides access to both City Hall, GHD, and potentially to building 12 of the mill complex.

Easements: There are currently 3 separate easements in place between the City and GHD all of which transfer to the new owners and are attached:

Parking Area and Bridge Easement Agreement: This grants GHD the right to use up to 24 parking spots in the City Hall parking area and have access to the walking bridge.

Common Area Easement and Party Wall Agreement: This establishes permanent access to building 18, and the public bathroom which are located in building 17 but accessible from 18, by the City and permanent access for GHD to use the footbridge. It also established that the maintenance of building 18 is to be equally shared by the owners of 17 and 19 and any future owners of building 12. It also establishes that each party is responsible for their portion of the shared party walls

Access Easement Agreement: This grants easements to GHD for utilities on the City Hall parking lot. It grants the City the right to 24 parking spots in the GHD parking lot to function as an overflow parking area to the City Hall parking lot.

Utilities: The utilities for all buildings run into the basement of building 17. All of the buildings use a centralized boiler and water chiller located on the GHD property which provides heated, or chilled, water to the individual heat pump units located throughout all of the buildings. Therefore, their maintenance and continued use is integral to the heating and cooling of all buildings. The City and GHD have shared equally in the cost to maintain these systems. The electrical service to the building also runs into the basement of building 17, through the basement of City Hall, and then goes to a subpanel for buildings 18 and 19. Each of these subpanels are metered locally. Meaning, GHD receives a single bill from the power company and they use each local meter to subtract usage from the total bill and invoice us accordingly. We pay GHD for the power used in building 19 and for half of the power for building 18. The gas enters into building 17 which is used for the two boilers in the basement of 17. This bill also goes to GHD and is paid by the City and GHD based on the total square footage of each building, with each sharing the cost of the square footage of building 18. All of this is to say that the cities utilities are comingled with GHD in a manner that cannot be easily split off, and would continue to be comingled if the City were to own building 18. The cost sharing of the utilities is not codified in any filed agreement; however, it is in the interest of both parties to continue with the current setup.

Potential Buyers: BizEx Ventures is looking to create an event center in building 17 that caters to weddings as their primary business. They currently own an event space in Grand Rapids and called The Revel Center. You can view their website [here](#). They plan to use the top floor for their wedding space and renovate the second floor as a prep area for the wedding parties. They are fully aware of the ROFL and are willing to negotiate the purchase of building 17 from the City if we decided to purchase the buildings, however they are not interested in purchasing the building on the open market. They have also proposed executing agreements regarding the utility access in building 17, giving the City decision making authority regarding aesthetics in building 18, agree to a ROFL with the City, and would offer to take over all maintenance costs for building 18, were we to not purchase the buildings. They have also stated that their overall investment in the property will ultimately be in the neighborhood of 1.5 million dollars.

ANALYSIS:

Kara Schoer of NAI Wisniski has performed a market analysis for the City evaluating the value of the building including area comps, which is attached. She values the building between \$315,000 and \$490,000 and believes that all floors other than the top floor are functionally obsolete due to their unrenovated state and the height of ceiling. Therefore, the estimated value comes from the use of the top floor. She does point out that the location and size of the space will make a sale potentially difficult and that we should be comfortable with the possibility that it could take years to find a buyer on the open market.

Were we to buy the building there would be immediate costs for environmental due diligence that would at the very least include a Phase 1 Assessment and Baseline Environmental Assessment. Those could easily cost around \$10,000. There would be legal fees involved with establishing easements for the utilities and any other adjustments we saw fit before selling the building. Additionally, if we were to use a realtor to market and sell the property there would be realtor fees.

The advantage to purchasing would ensure the City retains control of the entryway to City Hall and would allow us to codify the relationship regarding the shared utilities with any future owners of the building. There is inherent value in having this control, however, I believe if you choose to exercise the right to purchase the building it should be with the intention to sell building 17 to BizEx, or someone else, after having clarified the issues with the utilities. Alternatively, we could clarify the open questions above through agreements with BizEx without purchasing, however, these agreements would need to be agreed to prior to the expiration of the ROFL on March 23rd, 2025. This would be possible but would require a special meeting be called prior to that date.

From a cash on hand perspective the City would be able to purchase the building and hold it for a time due to recent influx of cash reserves we experienced through land sales. However, long term it does not make financial sense for the City hold the building and incur the costs of maintenance and upkeep. We do not have a need for the space for city operations. Ultimately, the best thing for the building and the cities financial position is for someone else to own and operate the building. This will bring new business opportunities to the community and increased tax revenue the City.

BUDGET IMPACT: This will immediately lower the General Funds fund balance by \$326,00. The City will also incur increased costs of maintenance of building 18 by approximately \$2,500 per month, which we currently share 50/50 with GHD. Additionally, the costs of heating and maintain building 17 until it could be sold would fall to the City.

ATTACHMENTS: LOI between BizEx Ventures and GHD, existing easement agreements, and building valuation analysis.



February 19, 2025

DELIVERY VIA

EMAIL GHD

140 – 10th Avenue SE Suite #600 Calgary Alberta T2G 0R1

Attn: Romin Jarrah

Re: Non-Binding Letter of Intent for Purchase and Sale of 200 W Allegan St #300, Plainwell, MI 49080.

Hello Romin:

This letter of intent, effective as of February 19, 2025 ("**Effective Date**"), constitutes an expression of the interest of BizEx Ventures and a new LLC (Newco, LLC) to be determined ("**Purchaser**") in purchasing and the interest of GHD Inc. or its affiliate entity ("**Seller**") in selling the Property (as hereinafter defined) on the general terms and conditions described herein. It will also serve as the basis for negotiating a definitive purchase and sale agreement for the purchase and sale of the Property (the "**Purchase Agreement**").

This letter of intent supersedes all prior oral and written proposals between the parties. The proposed terms and conditions for the purchase and sale of the Property are as follows:

1. The Property. That certain property has an address at 200 Allegan St, Plainwell, MI 49080, Building #17, Building #18, commonly known as The Plainwell Mill (the "**Property**"), as further shown in Exhibit A.
2. Execution of Purchase Agreement. Purchaser and Seller shall negotiate the Purchase Agreement diligently and in good faith. Notwithstanding the foregoing, no binding agreement shall exist with respect to the purchase and sale of the Property unless the Purchase Agreement has been duly executed and delivered by both Purchaser and Seller. Purchaser and Seller shall endeavor to enter into and execute the Purchase Agreement within one hundred and twenty (120) business days from the Effective Date. The purchaser's counsel shall prepare the initial draft of the Purchase Agreement.
3. Purchase Price. Three Hundred and Twenty-Six Thousand and 00/100 (\$326,000) Dollars, all cash at Closing. The purchase price shall be paid by the Purchaser at the closing of the sale of the Property, except for the Earnest Money Deposit, which shall be paid as set forth in Paragraph 4 below.
4. Earnest Money Deposit. One Thousand and 00/100 (\$1,000) Dollars (the "**Earnest Money Deposit**") to be deposited by Purchaser in immediately available funds within Thirty (30) business days after execution of this agreement by Purchaser and Seller, in a mutually acceptable interest-bearing escrow account established with Chicago Title Company ("**Escrow Agent**"), as escrow agent, pursuant to a separate escrow agreement entered into between Purchaser, Seller, and Escrow Agent. All interest earned on the Earnest Money Deposit shall constitute part of the Earnest Money Deposit and shall be payable to the party entitled to receive it under this Agreement. If the closing shall occur, the Earnest Money Deposit shall be credited to the Purchaser at closing. If Purchaser terminates this Agreement pursuant to a right to do so set forth herein, the Earnest Money Deposit shall be refundable to Purchaser except in the event



of Purchaser's default or breach, in which event the Earnest Money Deposit, plus all interest earned thereon, shall be paid to Seller as liquidated damages, as Seller's sole remedy.

5. It is mutually agreed and understood between both parties that to Seller's actual knowledge there is no existing indebtedness on the Property (the "**Mortgage**").
6. This agreement is contingent upon the Purchaser securing financing from an accredited lending institution as approved and solely agreeable to the Purchaser on or before the financing contingency date set forth in the Purchase Agreement.
7. Purchaser and Seller acknowledge and agree that the City of Plainwell, a Michigan municipal corporation (the "City") has a right of first refusal to purchase the Property, pursuant to that Right of First Refusal to the City of Plainwell (the "ROFO"), dated July 18, 2011, between the City and CRA 200 Allegan St., LLC. Within three (3) business days after mutual execution of this Letter of Intent ("LOI"), Seller shall deliver a copy of this LOI to the City, at which time the City will have thirty (30) days (the "ROFO Period") to exercise its ROFO. If the City exercises its ROFO during the ROFO Period, this LOI and any Purchase Agreement for the Property entered into by Purchaser and Seller shall automatically terminate and be of no further force and effect, and any Earnest Money Deposit paid by Purchaser shall be refunded to Purchaser.
8. Closing Date. The closing of the transaction shall occur on May 30, 2025 (hereinafter defined) (the "**Closing Date**"). Each party shall have the right to adjourn the closing date for a period of Thirty (30) business days unless mutually agreed otherwise by both parties in writing. The closing shall be effected through a customary escrow closing. Time shall be of the essence with respect to each party's obligations under the Purchase Agreement.
9. Closing Costs. Seller shall pay the cost of the title commitment and title policy. Purchaser shall pay any and all costs related to its due diligence investigation. Seller to provide any survey in Seller's actual possession, if one exists. Seller and Purchaser shall each pay an equal share of all clerk's and indexing fees and taxes on the deed, all costs of recording the deed, and any other fees and costs as is customary in transactions of this size and type in Allegan County, Michigan. Each party shall pay its own legal fees and one-half of any escrow or closing fee.
10. Credits and Prorations. The Purchase Agreement shall contain customary prorations with respect to rents, other lease payments, real estate taxes, and any and all items customarily prorated between the parties in transactions of this size and type in Allegan County, Michigan, all subject to reapportionment following the closing based on actual final bills and receipts.
11. Due Diligence Investigation. From and after the Effective Date of the fully executed Letter of Intent and continuing for a period of One hundred and twenty (120) days thereafter (the "**Inspection Period**"), Seller shall allow Purchaser to have access to the Property to investigate and inspect (at Purchaser's sole cost and expense) the legal, physical, economic, and environmental condition of the Property, and the suitability of the Property for Purchaser's intended use. If Purchaser determines, in its sole and absolute discretion, that it is unsatisfied with any aspect of the Property prior to the expiration of the Inspection Period, then Purchaser shall have the right to terminate the Purchase Agreement by written notice to Seller given prior to the expiration of the Inspection Period, in which event the Earnest Money Deposit shall be returned to Purchaser.

No later than thirty (30) business days following the Effective Date of the fully executed Letter of Intent, Seller shall provide to Purchaser, for its review, all information and documentation regarding



the Property which is in the possession or control of Seller, its affiliates, and/or property manager (the "**Due Diligence Materials**"). Seller shall represent in the Purchase Agreement that to the Seller's actual knowledge, the Due Diligence Materials constitute all of the information and documentation relating to the Property that is in Seller's possession or control.

Purchaser understands and agrees that any on-site inspections of the Property shall occur at reasonable times agreed on by Seller and Purchaser after reasonable prior written notice from Purchaser to Seller (which shall, in all cases, be at least 24 hours in advance) and shall be conducted so as not to unreasonably interfere with the use and operation of the Property and rights of Seller and its tenants, subtenants, licensees, or other users and occupants of the Property. Purchaser agrees not to contact or have discussions, whether directly or indirectly, with any tenants, subtenants, licensees, or other users or occupants of the Property without the prior written consent of Seller in each instance, which consent shall not be unreasonably withheld, conditioned or may be withheld in Seller's sole and absolute discretion. Seller shall have the right to accompany Purchaser or its agents during any such tests and inspections. If Purchaser desires to do any invasive testing at the Property, then Purchaser shall do so only after reasonable prior written notice to Seller (which shall, notwithstanding anything to the contrary contained above, be at least three (3) business days in advance) and obtaining Seller's prior written consent thereto, which consent may be withheld in Seller's sole and absolute discretion, and which consent, if given, may be subject to any terms and conditions imposed by Seller in its reasonable discretion, including, without limitation, the prompt restoration of the Property to substantially the same condition as existed prior to any such inspections or tests, at Purchaser's sole cost and expense. Prior to entrance onto the Property by Purchaser or its agents, employees, contractors, or representatives, Purchaser shall deliver insurance certificates to Seller evidencing that Purchaser carries and maintains such general liability insurance policies with such companies and in such scope and amounts as are acceptable to Seller in its reasonable discretion, and in all cases, naming Seller as an additional insured party and loss payee thereunder.

Purchaser agrees to protect, indemnify, defend, and hold Seller, its partners, members, and affiliates and each of their respective officers, directors, shareholders, employees, agents, successors, and assigns (collectively the "**Indemnified Parties**") harmless from and against any claims for liabilities, losses, expenses (including reasonable attorneys' fees), damages, or injuries actually incurred by any of the Indemnified Parties arising out of, resulting from, relating to, or connected with: (a) any inspections or testing of the Property by Purchaser or its agents, representatives, contractors, or employees; and (b) any breach or violation of the provisions of this Paragraph 10 on the part of Purchaser. The foregoing indemnity shall survive the termination of the Letter of Intent.

12 Representations and Warranties. The Purchase Agreement shall contain representations and warranties from Seller with respect to leases and leasing activities affecting the Property, and any other matters mutually agreed to by Purchaser and Seller. Seller's representations and warranties shall survive for a period of Six (6) months following the closing.

13. Closing Conditions. Seller shall deliver a tenant estoppel certificate ("**Estoppel Certificate**") and a subordination, attornment, and non-disturbance agreement ("**SNDA**"), each conforming in all material respects to the form attached to the Purchase Agreement from each and every tenant at the Property provided, that, Purchase acknowledges that Seller or an affiliate of Seller currently occupies the Property without a written lease agreement and such party will vacate the Property on or prior to the Closing Date. If Seller is unable to provide an Estoppel Certificate from any of the foregoing tenants on or prior to the Closing Date, Seller shall deliver to Purchaser at the closing a Seller estoppel certificate



("Seller Estoppel Certificate") for each tenant for which it fails to obtain an Estoppel Certificate in a form attached to the Purchase Agreement or a form reasonably acceptable to the Seller, purchaser and Purchaser's lender. Seller and Purchaser acknowledge and agree that Purchaser shall have no obligation to proceed to closing if Purchaser does not receive acceptable Estoppel Certificates or Seller Estoppel Certificates in accordance with this Paragraph 13. Any additional required consents and/or estoppels will be set forth in the Purchase Agreement. The Purchase Agreement will also contain other reasonable and customary closing conditions and other contingencies as agreed to by the parties.

14. Termination. Subject to Paragraph 7, above, this Letter of Intent shall automatically terminate and be of no further force and effect upon the earlier of: (a) the mutual execution of the Purchase Agreement by Purchaser and Seller; (b) the date of the written notice given by either Purchaser or Seller terminating this Letter of Intent to the other. Notwithstanding anything to the contrary contained in the previous sentence, Paragraph 16 shall expressly survive the termination of this letter of intent.

15. Exclusive Negotiations. Seller shall not offer the Property for sale to anyone other than Purchaser or enter into or continue any discussions with any third party to acquire the Property until such time as this letter of intent has terminated in accordance with the provisions of Paragraph 14 herein.

16. Confidentiality. This letter of intent is being transmitted to you with the express understanding that its contents and the fact that it has been transmitted remain confidential. By execution of this letter of intent, each party agrees to maintain the confidentiality of the other party's involvement (including the identity of such other party) in a possible transaction as described herein, including, without limitation, the structure and pricing thereof as well as the terms of the transaction, and not disclose same to any person or entity other than: (a) on an as-needed basis, to such party's advisors, agents, consultants, lenders, and potential lenders and the applicable party shall inform them of the confidentiality requirements of this letter of intent and their duty to comply with its terms; (b) with respect to any other disclosures required by law; or (c) disclosures consented to by both parties. Neither Purchaser nor Seller shall make or allow to be made any public announcement of the transactions contemplated by this letter of intent or the existence of this letter of intent without the mutual agreement of the other party. This Paragraph 16 is a binding obligation and shall survive for a period of Thirty-Six (36) months (s) from the date of this letter of intent first written above.

17. Non-Binding. This letter of intent is a non-binding proposal and may be terminated without penalty at any time and for whatever reason by either party in accordance with the terms of Paragraph 13 herein. This letter of intent should not be considered as a commitment to sell or purchase by either party, as the purchase and sale are expressly conditioned upon the execution and delivery of a mutually satisfactory Purchase Agreement.

By signing this letter of intent, the parties agree that unless and until a definitive Purchase Agreement is prepared and executed by all parties involved, there is no commitment on Seller's part to convey the Property nor on Purchaser's part to pay any consideration for the conveyance of the Property. Notwithstanding the foregoing, the parties acknowledge and agree that the provisions of Paragraph 14 and Paragraph 15, together with this paragraph, are binding and enforceable against the parties. Except as specifically set forth in Paragraph 16, nothing contained in this letter of intent shall be deemed or construed to constitute a binding agreement between the parties.

If the foregoing terms and conditions are acceptable to you, please execute and return to us the executed letter. This letter may be signed in one or more counterparts, each of which may be an original or copy and all of which, when taken together, shall constitute one and the same instrument.



As time is of the essence, this Non-Binding Letter of Intent shall automatically expire if not executed by both parties before 12:01 am on February 24, 2025.

Very truly yours,

BizEx Ventures, LLC, a Limited Liability Company, in the state of Michigan

Kurt Elliott, Member

DocuSigned by:

Kurt Elliott 2/21/2025

E8B40B9DE93345B...

Matt Rubino, an Individual

Signed by:

Matt Rubino 2/21/2025

5D78E3737F6545C...

Matt Rubino

Date: February __, 2025

AGREED TO AND ACCEPTED this ____th day of February, 2025:

GHD Inc., a California corporation

Signed by:

Romin Jarrah 2/21/2025

E992189012314B5...

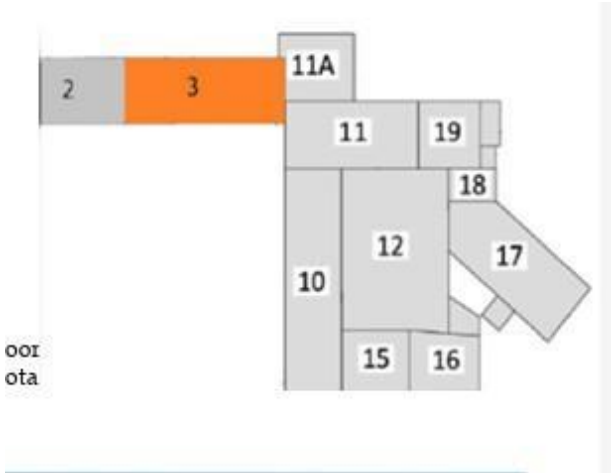
Romin Jarrah

Real Estate Leader

cc: kelliott@jaquarealtors.com



EXHIBIT A. BUILDINGS



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

RECORDED

July 27, 2011 12:27:53

Liber 3533 Page 137-149 EASE
FEE: \$50.00



Liber 3533 Page 137 #2011014169

PARKING AREA AND BRIDGE EASEMENT AGREEMENT

13
This Parking Area and Bridge Easement Agreement (this "Agreement") is entered into on July 18, 2011, and is by and between the CITY OF PLAINWELL, a Michigan municipal corporation, of 141 N. Main Street, Plainwell, Michigan, 49080 (the "City"), and CRA 200 ALLEGAN ST. LLC, a Michigan limited liability company, with registered offices at 14496 Sheldon Road, Suite 200, Plymouth, Michigan, 48170 ("CRA"). The City and CRA are sometimes together referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. The City is the owner of a portion of the former Plainwell Paper Mill site located in the City of Plainwell, and Township of Gun Plain, Allegan County, Michigan, consisting of 34 acres, more or less, depicted on Exhibit A and legally described on the attached Exhibit A-2 (the "City Property").

B. The City owns certain buildings located on the City Property referred to herein as "Building 12" and "Building 19," together referred to as the "City Buildings."

C. The City is also the owner of certain property and improvements known as the Fannie Pell Park consisting of a public park and public parking area (the "Park Property"). The Park Property is depicted on attached Exhibit B and legally described on the attached Exhibit B-2. The Park Property is located on the east side of the Mill Race.

D. On the date of this Agreement, CRA acquired from the City a portion of the former Plainwell Paper Mill site located immediately adjacent to the east of the City Property, consisting of 2.09 acres, depicted on attached Exhibit C and legally described on the attached Exhibit C-2 (the "CRA Property") in accordance with that certain Development Agreement between the Parties dated March 23, 2010 including Amendments (collectively the "Development Agreement").

E. CRA owns buildings located on the CRA Property referred to herein as "Building 17" and "Building 18," together referred to as the "CRA Buildings."

Handwritten signature: J. A. Watts

F. The main access from the Park Property to Building 18 is by way of a pedestrian footbridge that crosses over the Mill Race from the Park Property to the entrance of Building 18 (the "Footbridge"). The City intends on constructing the Footbridge and will own the Footbridge up to the point of the entrance to Building 18. The legal description for the Footbridge is attached as Exhibit D-2.

G. The City also owns a second bridge across the Mill Race located to the south of the footbridge, known as the "Railroad Bridge."

H. Attached as Exhibit D is a drawing showing the relative locations of Building 18, the Park Property, the Mill Race, the Footbridge, and the Railroad Bridge. Building 18 serves as an entryway that provides access to Building 17 and the City Buildings.

I. CRA intends on renovating and modifying the interior of Building 18 and, upon completion of construction, Building 18 will contain a lobby area, an elevator, a security system that permits limited access to Building 17 and the City Buildings, and public restroom facilities, some portion of which may be located in Building 17 (the "Public Restroom"). Building 18, including the entryway from the Footbridge, the lobby area, the elevator and stairways, is referred to herein as the "Common Entrance."

J. This Agreement is executed in furtherance of the Development Agreement pursuant to which the Parties agreed that the City would grant to CRA a nonexclusive easement over and across the Railroad Bridge and the Footbridge for ingress, egress and access to Building 18 and a nonexclusive easement upon and across the Park Property for parking purposes, for the benefit of CRA and its employees, agents, guests and invitees and for the uses and purposes stated herein.

AGREEMENT

In consideration of the mutual agreements and covenants stated herein, the Parties agree as follows:

1. Grant of Access Easement. The City hereby grants to CRA a nonexclusive easement for the benefit of CRA, its employees, agents, invitees and guests over and across the Railroad Bridge and the Footbridge for pedestrian access, ingress and egress to and from the Park Property and the CRA Property, including Building 18 (the "Footbridge Easement").

2. Grant of Parking Easement. The City hereby grants to CRA a nonexclusive easement to use up to twenty-four (24) parking spaces in the parking areas of the Park Property (the "Parking Spaces") for use by CRA, its employees, agents, guests and invitees, for parking purposes (the "Parking Easement," and together with the Footbridge Easement, are referred to herein as the "Easements"). CRA acknowledges that the Park Property is open to the public for park and parking purposes, and for access to the City Property. The City does not guarantee that all 24 Parking Spaces will be available at all times since the parking area in the Park Property

will be used for certain public events and functions including without limitation festivals, fairs, carnivals and the like.

3. Compensation. CRA shall not be required to pay any compensation at any time to the City for the use of the Parking Spaces or the Footbridge or the Railroad Bridge.

4. Use of Easements. CRA shall use the Easements solely for the purposes stated herein and for no other purposes without the prior written consent of the City.

5. No Obstruction. The City will not unreasonably obstruct, impede or interfere with CRA's use of the Easements for the purposes set forth herein.

6. Rules and Regulations. The City may impose reasonable rules and regulations with respect to the use of the Easements, which rules and regulations shall be consistent with practice and policies for similarly situated public areas in the City, and CRA agrees to adhere and abide by such reasonable rules and regulations. Should CRA disagree with a rule or regulation the matter shall be resolved in accordance with paragraph 11.

7. Maintenance. The City shall be responsible at its cost for the operation, maintenance, repair and replacement of the Park Property and the Footbridge and the Railroad Bridge, consistent with other City owned common areas. Such maintenance services shall include without limitation snow and ice removal, sealing and paving, striping, lighting, and directional signage. To the extent any damage costs are due to the negligent acts or omissions of CRA, CRA shall be responsible for the full cost to repair the damage. If City fails to maintain the Easements in a manner reasonable acceptable to CRA, CRA shall provide written notice to City explaining CRA's concerns and City's failures and the matter shall be resolved in accordance with paragraph 11.

8. Liability Allocation. The City shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by CRA), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of the City, or the City's agents, employees, contractors, subcontractors or invitees, on the Park Property, the Footbridge or the Railroad Bridge. CRA shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by the City), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of CRA, or CRA's agents, employees, contractors, subcontractors or invitees, on the Park Property or the Footbridge.

9. Compliance with Laws/Applicable Law. The Parties agree to comply with all applicable federal, state and local laws, rules, regulations and requirements with respect to their respective property and with respect to their activities within the Easements. This Agreement shall be governed by the laws of the State of Michigan.

10. Insurance. Each Party shall maintain general liability insurance policies in commercially reasonable amounts covering any property damage or personal injury that may occur in the Easements. Each Party shall name the other as an additional insured, and shall provide copies of insurance policies or certificates of coverage upon request.

11. Disputes. In case of any dispute under this Agreement:

(a) The Party first seeking to address the dispute shall give written notice to the other Party detailing the basis for the position taken by that Party. The Party receiving that notice shall, within fourteen (14) days thereafter, respond in writing stating in detail the basis for its position.

(b) Representatives of the Parties shall, within fourteen (14) days after the exchange of the detailed position statements, meet to discuss and attempt to resolve the dispute.

(c) If the Parties are unable to resolve the dispute, the matter shall be resolved by arbitration. The arbitration shall be pursuant to the applicable Michigan Court Rules or other rules that the Parties mutually agree upon. The Parties shall mutually select as an arbitrator a person who by profession or experience has the expertise to understand and address the issue that is the center of the dispute. If the Parties cannot agree upon the selection of an arbitrator, the matter shall be decided by a majority vote of a 3-member arbitration panel comprised of a member selected by each Party and a third member selected by those two panel members. Either Party may challenge the qualifications of any panel member. No person shall serve as an arbitrator who is an officer or employee or a member of any committee or board of either Party, who resides in the same household as any such person, who has a matter pending before either Party, or who is a Party or the employee of a Party to any contract with either Party.

(d) In any such dispute the prevailing Party shall, in addition to any other relief to which it may be entitled, be awarded its actual costs, including without limitation filing fees, discovery costs, reasonable attorneys' fees, expert witness fees, and any other costs incurred in connection with the dispute and resolution of same.

12. Transfer Tax Exemption. This Agreement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

13. Runs with the Land. The Easements and the rights and obligations set forth herein shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the City and CRA, and their respective successors and assigns.

14. Notice. Each notice, consent, demand or other document or instrument required or permitted to be served upon either of the Parties shall be in writing and shall be deemed to have been duly served three (3) business days after mailed by certified or registered United States mail, postage prepaid, return receipt requested; one (1) business day after depositing same with a nationally recognized courier service; or immediately upon personal delivery to the Party named below, addressed to the respective Parties at the addresses stated below:

City of Plainwell: Erik Wilson
City Manager
City of Plainwell
141 N Main St
Plainwell MI 49080

CRA 200 Allegan Wayne Bauman
St. LLC: 4141 Davis Creek Ct
Kalamazoo MI 49001

Any Party may change the place for serving of notices upon it by ten (10) days prior written notice informing the other Party of the change in the address to which notices shall be sent and faxed.

15. Assignment. The Parties shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, "Transfer"), all or any part of their interest in their respective Property. Upon any such Transfer, the rights and obligations of this Agreement shall automatically pass to the Transferee. Upon a Transfer of the fee interest in all or a portion of the Property by deed, the transferring Party shall be relieved of obligations to perform and liability to pay any sum due under this Agreement for maintenance or services rendered after the closing of the sale; but no such Transfer shall relieve a Party of any obligation to perform and liability for any sums owing on account of maintenance or services rendered prior to such sale; nor shall any such sale discharge any lien provided for in this Agreement.

16. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall be deemed illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected, and each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

17. No Presumption Against Drafter. The Parties represent and warrant that each Party, with the advice of their respective counsel, has participated in the negotiations concerning the drafting of this Agreement. As such, the Parties agree that this Agreement is not to be construed against the drafter of the Agreement.

18. Construction of Easement Agreement. The rule of strict construction shall not apply to the easements and agreements granted in this Agreement or to the covenants set forth herein. This Agreement shall be given a reasonable construction so that the intention of the Parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out.

19. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding the easements created hereunder.

20. No Modification. This Agreement may not be modified, amended, discharged or terminated without an instrument in writing signed by all the Parties with an interest in the property specified herein and the Easements.

CITY OF PLAINWELL,
a Michigan municipal corporation

By: Richard Brooks
Richard Brooks, Mayor

and

By: Noreen D. Farmer
Noreen Farmer, City Clerk

CRA 200 ALLEGAN ST. LLC,
a Michigan limited liability company
By: Conestoga-Rovers & Associates, Inc.
Its: Sole Member

By: Wayne Bauman
Wayne Bauman
Its: Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on July 18, 2011, by Richard Brooks and Noreen Farmer, Mayor and City Clerk, respectively, of the City of Plainwell, a Michigan municipal corporation, who are personally known to me, and who appeared before me and acknowledged signing this document on behalf of the City.

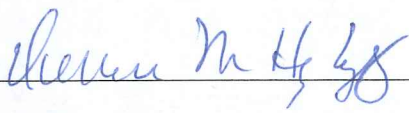
DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF ~~KENT~~
ALLEGAN

Denise M. Hazelrigg
Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on, July 18, 2011, by Wayne Bauman the Vice President of Conestoga-Rovers & Associates, Inc. the sole member of CRA 200 Allegan St. LLC, a Michigan limited liability company, who is either personally known to me or who presented his/her driver's license for identification, and who appeared before me and acknowledged signing this document on behalf of the Company.

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF ~~KENT~~ ALLEGAN



Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

Prepared by and after recording return to:

Ingrid A. Jensen, Esq.
Clark Hill PLC
200 Ottawa Ave NW, Suite 500
Grand Rapids, MI 49503

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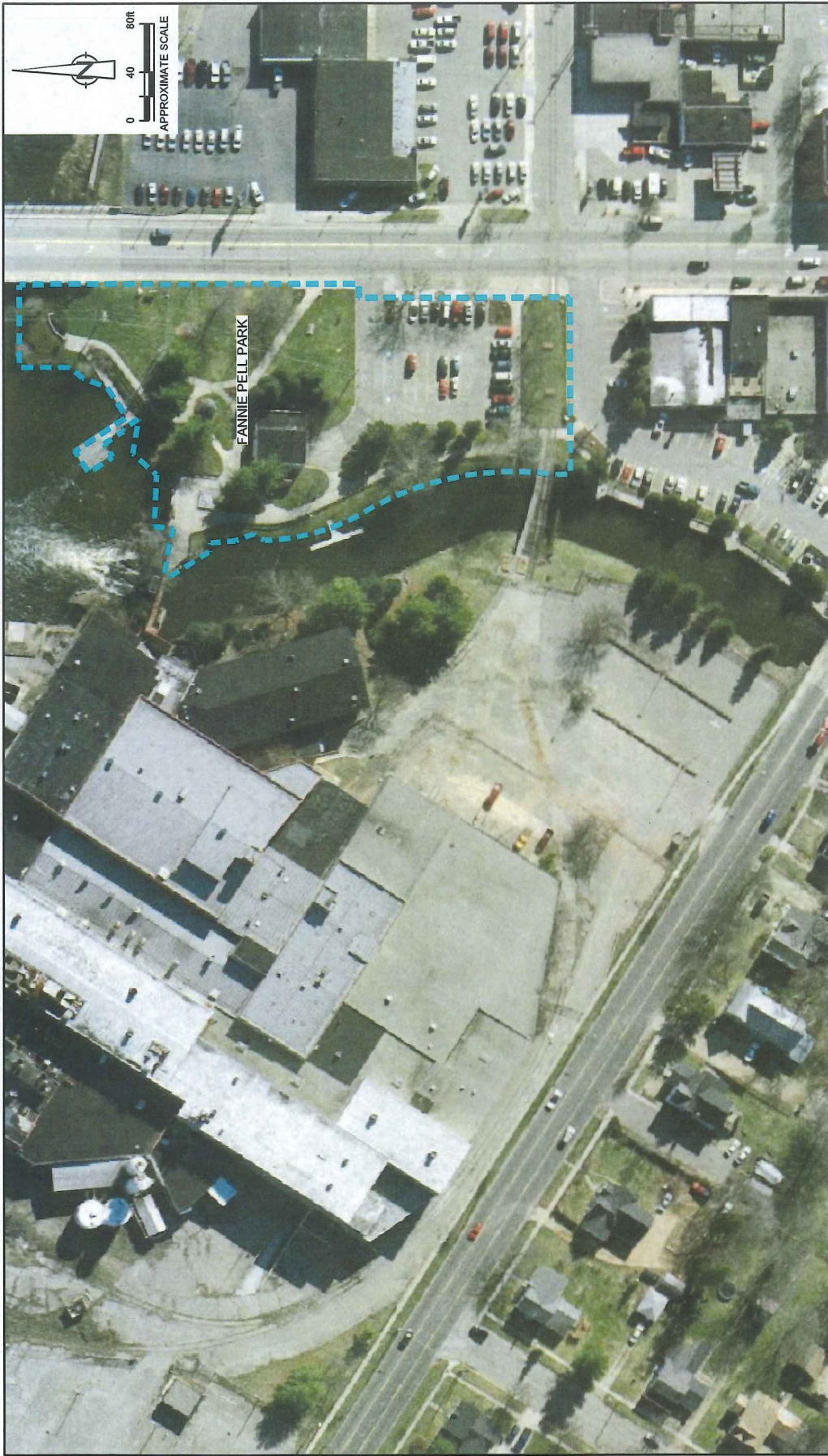


EXHIBIT A
CITY PROPERTY
PARKING AREA AND BRIDGE EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

SOURCE: NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP), ALLEGAN COUNTY YEAR 2010 MOSAIC PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), 2010.

- LEGEND**
- CITY PROPERTY BOUNDARY
 - CRA PROPERTY BOUNDARY





SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

— FANNIE PELL PARK



EXHIBIT B
PARK PROPERTY
PARKING AREA AND BRIDGE EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

EXHIBIT B-2

The Park Property Legal Description

Land commonly known as Fannie Pell Park, described as: Beginning at the Northeast corner of Lot 21, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records; thence West along said North line of said lot, 137 feet, more or less, to an intermediate traverse line along the Mill Race; thence along said traverse line for the next 2 courses: North 00°-07'-25" East, 90.96 feet; thence North 17°-04'-27" West, 250.00 feet to an intermediate traverse line along the Kalamazoo River; thence along said traverse line for the next 4 courses: South 83°-15'-55" East, 65.00 feet; thence North 56°-48'-46" East, 85.00 feet; thence North 25°-16'-45" East, 80.00 feet; thence South 69°-28'-55" East, 50.00 feet, more or less, to the West right-of-way of North Main Street; thence South along said right-of-way, 424 feet, more or less to the North line of said Lot 21 and the place of beginning. Together with all land lying between both the intermediate traverse lines and the Kalamazoo River and Mill Race, respectively. Containing 1.55 Acres, more or less.

Note: The description for the area commonly known as Fannie Pell Park is for the purpose of a Brownfield Development Plan and was prepared without the benefit of a field survey.



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

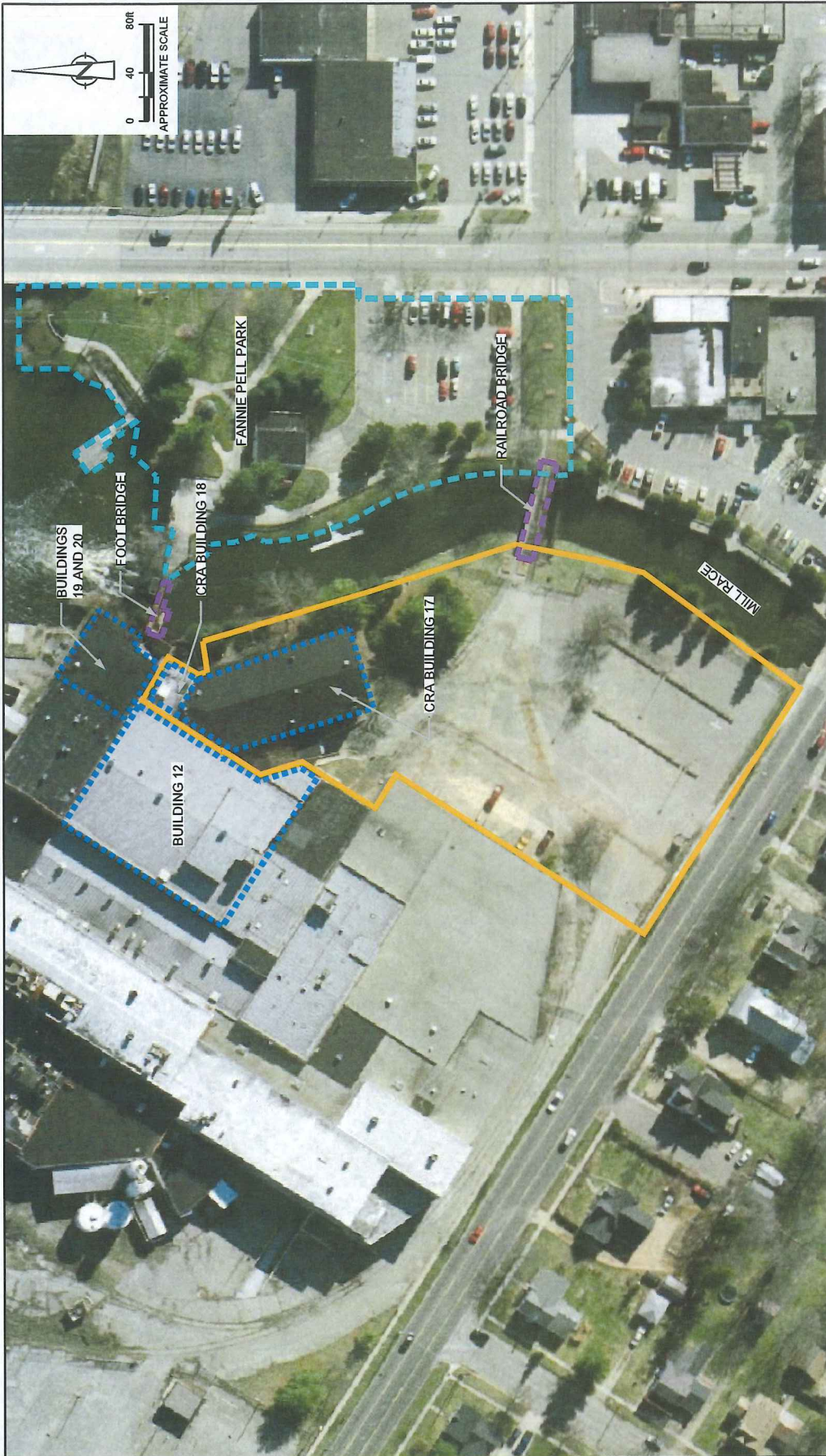
LEGEND

— CRA PROPERTY



EXHIBIT C
CRA PROPERTY
PARKING AREA AND BRIDGE EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

37366-20(PRES011)GNLWA003 APR 25/2011



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND
 CRA PROPERTY
 FANNIE PELL PARK



37365-20(PRES011)GN-WA004 APR 25/2011

EXHIBIT D
 LOCATION OF RELATIVE PROPERTY ELEMENTS MAP
 PARKING AREA AND BRIDGE EASEMENT AGREEMENT
 FORMER PLAINWELL PAPER MILL
 Plainwell, Michigan

EXHIBIT D-2

The Footbridge

Pedestrian bridge and its appurtenances lying 10.00 feet either side of the following described center line: Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North 36°-40'-29" East, 159.32 feet; thence North 15°-18'-45" East, 38.82 feet; thence North 11°-12'-16" East, 68.75 feet; thence North 17°-55'-13" West, 125.91 feet; thence North 16°-42'-54" West, 141.81 feet; thence North 60°-50'-24" East, 3.78 feet to the corner of the face of a concrete retaining wall; thence North 8°-15'-07" East along the face of said retaining wall, 12.30 feet; thence continuing along the face of said retaining wall North 59°-05'-08" West, 3.96 feet for the place of beginning of the center line hereinafter described; thence North 30°-23'-18" East, 23.34 feet; thence South 70°-51'-32" East, 49.02 feet; thence South 71°-02'-36" East, 11.14 feet; thence South 43°-57'-17" East, 14.01 feet; thence South 81°-21'-51" East, 15.48 feet to the point of ending.

RECORDED

July 27, 2011 12:27:53

Line 3533 Page 181-182 LARS
FEE \$80.00



Liber 3533 Page 150 #2011014170

COMMON AREA EASEMENT AND PARTY WALL AGREEMENT

This Common Area Easement and Party Wall Agreement (this "Agreement") is entered into on July 18, 2011, and is by and between the CITY OF PLAINWELL, a Michigan municipal corporation, of 141 N. Main Street, Plainwell, Michigan, 49080 (the "City"), and CRA 200 ALLEGAN ST. LLC, a Michigan limited liability company, with registered offices at 14496 Sheldon Road, Suite 200, Plymouth, Michigan, 48170 ("CRA"). The City and CRA are sometimes together referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. The City is the owner of a portion of the former Plainwell Paper Mill site located in the City of Plainwell, and Township of Gun Plain, Allegan County, Michigan, consisting of 34 acres, more or less, depicted on attached Exhibit A and legally described on the attached Exhibit A-2 (the "City Property").

B. The City owns certain buildings located on the City Property referred to herein as "Building 12," "Building 19," and "Building 20," together referred to as the "City Buildings."

C. The City is also the owner of certain property and improvements known as the Fannie Pell Park consisting of a public park and public parking area (the "Park Property"). A sketch of the Park Property is attached hereto as Exhibit B. The Park Property is located on the east side of the Mill Race.

D. CRA is the owner of a portion of the former Plainwell Paper Mill site located immediately adjacent to the east of the City Property, consisting of 2.09 acres, depicted on attached Exhibit C and legally described on the attached Exhibit C-2 (the "CRA Property").

E. CRA owns certain buildings located on the CRA Property referred to herein as "Building 17" and "Building 18," together referred to as the "CRA Buildings."

F. The main access from the Park Property to Building 18 is by way of a pedestrian footbridge that crosses over the Mill Race from the Park Property to the entrance of Building 18 (the "Footbridge"). The City intends on constructing the Footbridge and will own the Footbridge up to the point of the entrance to Building 18. Access from the Park Property to the CRA Property is also available via a footbridge to the south of the Footbridge known as the "Railroad Bridge."

Trans-Green

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G. Attached as Exhibit D is a drawing showing the relative locations of the City Buildings, the CRA Buildings, the Park Property, the Mill Race, the Footbridge, and the Railroad Bridge.

H. Building 18 serves as an entryway that provides access to Building 12, Building 17, Building 19 and Building 20.

I. CRA intends on renovating and modifying the interior of Building 18 and, upon completion of construction, Building 18 will contain a lobby area, an elevator, a security system that permits limited access to Building 17 and the City Buildings, and public restroom facilities, of which may be located in Building 17 or Building 18 (the "Public Restroom"). Building 18, including the entryway from the Footbridge, the lobby area, the elevator and stairways, are collectively referred to herein as the "Common Entrance."

J. CRA acquired the CRA Property from the City on the date of this Agreement in accordance with that certain Development Agreement between the Parties dated March 23, 2010, including Amendments (the "Development Agreement").

K. Building 12 shares a common wall with the CRA Buildings and, in addition, Building 18 shares a common wall with Building 19 and Building 20.

L. Attached Exhibits C-2 and E contain drawings showing the shared common walls of the CRA Buildings and Building 12, Building 19, and Building 20 (collectively, the "Party Walls" or individually a "Party Wall").

M. This Agreement is executed in furtherance of the Development Agreement pursuant to which the Parties agreed that CRA would grant to the City a nonexclusive easement with regard to the Common Entrance for pedestrian access, ingress and egress to the City Buildings and the Public Restroom located in Building 17 or 18 for the benefit of the City and its officials, employees, guests and invitees.

AGREEMENT

In consideration of the mutual agreements and covenants stated herein, the Parties agree as follows:

1. Grant of Easement. CRA hereby grants to the City a nonexclusive easement for the benefit of the City, its officials, employees, invitees and guests, in and about the Common Entrance for access, ingress and egress to the Public Restroom and to the City Buildings (the "Easement").

2. Use of Easement. The City shall use the Easement solely for the purposes stated herein and for no other purposes without the prior written consent of CRA.

3. No Obstruction. CRA will not unreasonably obstruct, impede or interfere with the City's use of the Easement for the purposes set forth herein.

4. Rules and Regulations. CRA may impose reasonable rules and regulations with respect to the use of the Easement, which rules and regulations shall be consistent with practice and policies for similarly situated common areas in the City, and the City agrees to adhere and abide by such reasonable rules and regulations.

5. Codes and Keys. CRA shall provide to the City all required keys, codes and other access information to ensure that the Easement is open to the City and its designees.

6. Maintenance. Subject to reimbursement by the City, CRA shall be responsible for the operation, maintenance, repair and replacement of the Common Entrance and Public Restroom in a first class manner, consistent with other common areas for similarly situated first class real estate developments. Such maintenance services shall include without limitation all janitorial services, elevator service and repairs, main entrance doors, lighting, common area building envelope, directional signage, and any other repairs associated with the Common Entrance agreed to by both parties. All costs and expenses for same must be first approved by the City, which approval will not be unreasonably withheld. The City shall pay its proportionate share of the costs and expenses relating to the operation, repair and maintenance of the Common Entrance, including the Public Restroom. At the inception of this Agreement, the City's proportionate share shall be 50% of the total approved costs and expenses, it being acknowledged by the Parties that initially only the City and CRA will be using the Common Entrance. As the CRA Buildings and the City Buildings acquire additional occupants, tenants and owners, the Common Entrance will be used more frequently by persons other than the public or City officials, employees, agents, guests and invitees, and, as this occurs, a 50% allocation of maintenance costs to the City may not be equitable. The Parties therefore agree that upon request of either Party at any time, the Parties will work in good faith and use best efforts to adjust the maintenance cost allocation of the Common Entrance. This may include requiring the owners, occupant or tenants of any building using the Common Entrance to contribute to the maintenance costs. To the extent any damage costs are due to the negligent acts or omissions of a Party, the negligent Party shall be responsible for the full cost to repair the damage. If the cause of any damage is not certain, then the Parties shall pay their proportionate share of the costs of repair.

7. Party Wall Declaration. The Party Walls shared between Buildings 17 and 12, Buildings 18 and 12, Buildings 18 and 19 and Buildings 18 and 20, as shown on Exhibit E, are hereby deemed to be Party Walls in all respects.

8. Maintenance of Party Walls. The cost of maintaining the Party Walls shall be borne equally by the owners of either side of same.

9. Damage to Party Wall. In the event of damage to or destruction of a Party Wall from any cause, other than the negligence of either Party, the Parties shall, at joint expense, repair or rebuild the Party Wall. If either Party's negligence shall cause damage to or destruction of a Party Wall, such negligent Party shall bear the entire cost of repair or reconstruction. If either Party shall neglect or refuse to pay its share, or all of such costs in case of negligence, the other Party may have the Party Wall repaired or restored and shall be entitled to claim a lien on the property of the Party failing to pay for the amount of such defaulting Party's share of the repair or replacement costs. Such lien may be foreclosed in the same manner as mortgages in accordance with applicable Michigan law, including by action or advertisement.

10. Drilling Through Party Wall. Either Party shall have the right to break through the Party Wall for the purpose of installing, repairing or restoring utilities, subject to the obligation to restore such Party Wall to its previous structural condition at such Party's own expense.

11. Easement. Neither Party shall alter or change any Party Wall in any manner, interior decoration excepted, and the Party Walls shall always remain in the same location as shown on Exhibit E, and each Party to the Party Walls shall have a perpetual easement in that part of the property of the adjoining Party on which said Party Wall is located, for Party Wall purposes.

12. Liability Allocation. The City shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by CRA), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of the City, or the City's agents, employees, contractors, subcontractors or invitees, on the CRA Property. CRA shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by the City), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of CRA, or CRA's agents, employees, contractors, subcontractors or invitees, on the City Property.

13. Compliance with Laws/Applicable Law. The Parties agree to substantially comply in all material respects with all applicable federal, state and local laws, rules, regulations and requirements with respect to their respective property and with respect to their activities within the Easement. This Agreement shall be governed by the laws of the State of Michigan.

14. Insurance. Each Party shall maintain general liability insurance policies in commercially reasonable amounts covering any property damage or personal injury that may occur in the Easement. Each Party shall name the other as an additional insured, and shall provide copies of insurance policies or certificates of coverage upon request.

15. Disputes. In case of any dispute under this Agreement:

(a) The Party first seeking to address the dispute shall give written notice to the other Party detailing the basis for the position taken by that Party. The Party receiving that notice shall, within fourteen (14) days thereafter, respond in writing stating in detail the basis for its position.

(b) Representatives of the Parties shall, within fourteen (14) days after the exchange of the detailed position statements, meet to discuss and attempt to resolve the dispute.

(c) If the Parties are unable to resolve the dispute, the matter shall be resolved by arbitration. The arbitration shall be pursuant to the applicable Michigan Court Rules or other rules that the Parties mutually agree upon. The Parties shall mutually select as an arbitrator a person who by profession or experience has the expertise to understand and address the issue that is the center of the dispute. If the Parties cannot agree upon the selection of an arbitrator, the

matter shall be decided by a majority vote of a 3-member arbitration panel comprised of a member selected by each Party and a third member selected by those two panel members. Either Party may challenge the qualifications of any panel member. No person shall serve as an arbitrator who is an officer or employee or a member of any committee or board of either Party, who resides in the same household as any such person, who has a matter pending before either Party, or who is a Party or the employee of a Party to any contract with either Party.

(d) In any such dispute the prevailing Party shall, in addition to any other relief to which it may be entitled, be awarded its actual costs, including without limitation filing fees, discovery costs, reasonable attorneys' fees, expert witness fees, and any other costs incurred in connection with the dispute and resolution of same.

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17. Runs with the Land. The Easement and the rights and obligations set forth herein shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the City and CRA, and their respective successors and assigns.

18. Notice. Each notice, consent, demand or other document or instrument required or permitted to be served upon either of the Parties shall be in writing and shall be deemed to have been duly served three (3) business days after mailed by certified or registered United States mail, postage prepaid, return receipt requested; one (1) business day after depositing same with a nationally recognized courier service; or immediately upon personal delivery to the Party named below, addressed to the respective Parties at the addresses stated below:

City of Plainwell: Erik Wilson
City Manager
City of Plainwell
141 N. Main St.
Plainwell MI 49080

CRA: Wayne Bauman
CRA 200 Allegan St LLC
414 Davis Creek Ct
Kalamazoo MI 49001

Any Party may change the place for serving of notices upon it by ten (10) days prior written notice informing the other Party of the change in the address to which notices shall be sent and faxed.

19. Assignment. The Parties shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, "Transfer"), all or any part of their interest in their respective Property. Upon any such Transfer, the rights and obligations of this Agreement shall automatically pass to the Transferee. Upon a Transfer of the fee interest in all or a portion of the Property by deed, the transferring Party shall be relieved of obligations to

perform and liability to pay any sum due under this Agreement for maintenance or services rendered after the closing of the sale; but no such Transfer shall relieve a Party of any obligation to perform and liability for any sums owing on account of maintenance or services rendered prior to such sale; nor shall any such sale discharge any lien provided for in this Agreement.

20. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall be deemed illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected, and each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

21. No Presumption Against Drafter. The Parties represent and warrant that each Party, with the advice of their respective counsel, has participated in the negotiations concerning the drafting of this Agreement. As such, the Parties agree that this Agreement is not to be construed against the drafter of the Agreement.

22. Construction of Easement Agreement. The rule of strict construction shall not apply to the easements and agreements granted in this Agreement or to the covenants set forth herein. This Agreement shall be given a reasonable construction so that the intention of the Parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out.

23. Waiver of Default. No waiver of any default by any Party to this Agreement shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

24. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding the easements created hereunder.

25. No Modification. This Agreement may not be modified, amended, discharged or terminated without an instrument in writing signed by all the Parties with an interest in the property specified herein and the Easement.

CITY OF PLAINWELL,
a Michigan municipal corporation

By: Richard Brooks
Richard Brooks, Mayor

and

By: Noreen A. Farmer
Noreen Farmer, City Clerk

CRA 200 ALLEGAN ST. LLC,
a Michigan limited liability company
By: Conestoga-Rovers & Associates, Inc.
Its Sole Member

By: Wayne Bauman
Wayne Bauman
Its: Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on July 18, 2011, by Richard Brooks and Noreen Farmer, Mayor and City Clerk, respectively, of the City of Plainwell, a Michigan municipal corporation, who are personally known to me, and who appeared before me and acknowledged signing this document on behalf of the City.

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF KENT

ALLEGAN

Denise M. Hazelrigg
Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on, July 18, 2011, by Wayne Bauman, Vice President of Conestoga-Rovers & Associates, Inc. the sole member of CRA 200 Allegan St. LLC, a Michigan limited liability company, who is either personally known to me or who presented his/her driver's license for identification, and who appeared before me and acknowledged signing this document on behalf of the Company.

Denise M. Hazelrigg

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF KENT
ALLEGAN

Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

Prepared by and after recording return to:

Ingrid A. Jensen, Esq.
Clark Hill PLC
200 Ottawa Ave NW, Suite 500
Grand Rapids, MI 49503

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EXHIBIT A
CITY PROPERTY
COMMON AREA EASEMENT AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

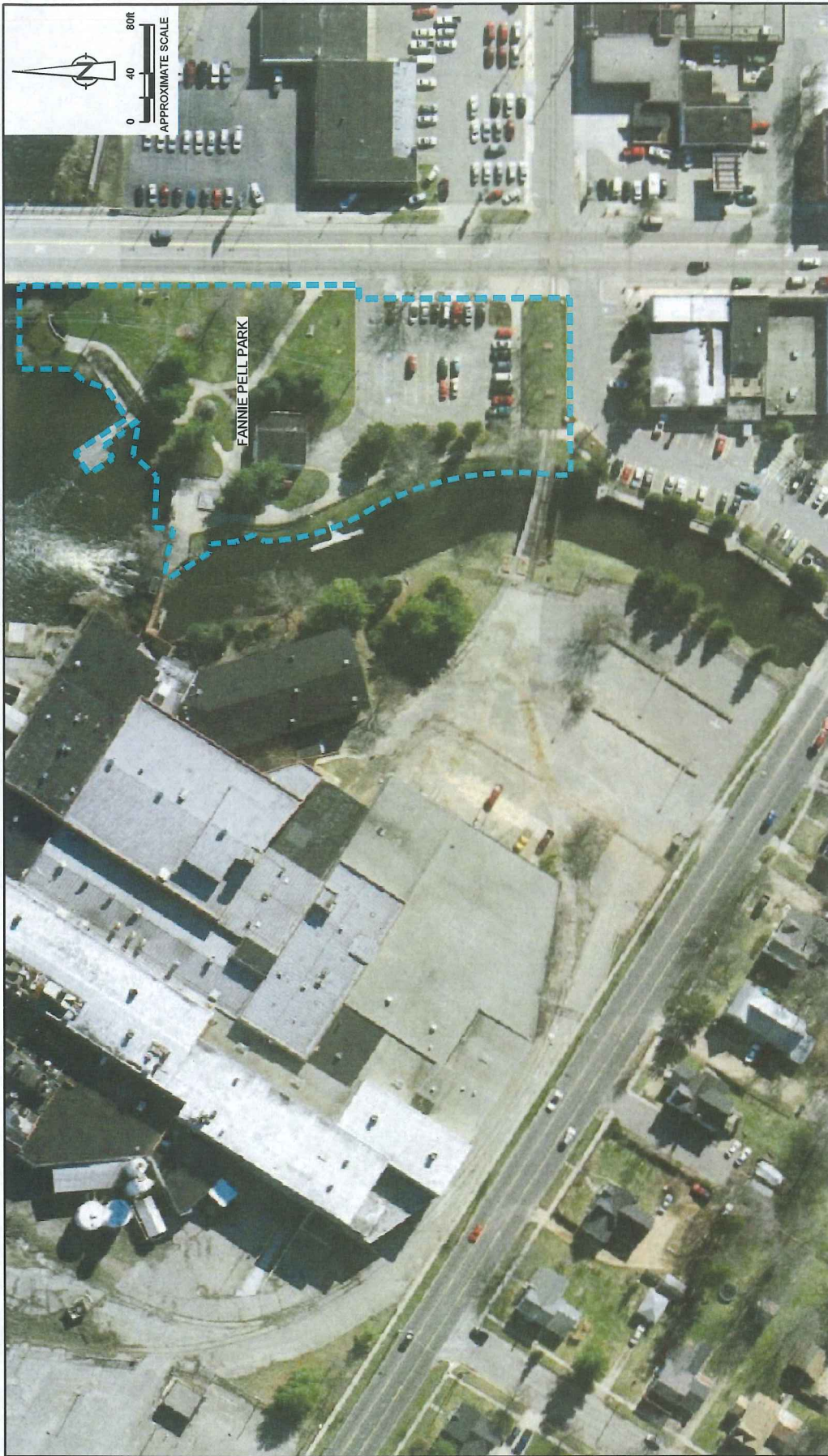
SOURCE: NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP), ALLEGAN COUNTY YEAR 2010 MOSAIC PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), 2010.

LEGEND

- CITY PROPERTY BOUNDARY
- CRA PROPERTY BOUNDARY



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SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

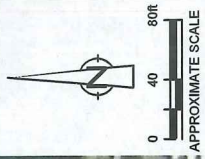
LEGEND

— FANNIE PELL PARK



EXHIBIT B
PARK PROPERTY
COMMON AREA EASEMENT AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

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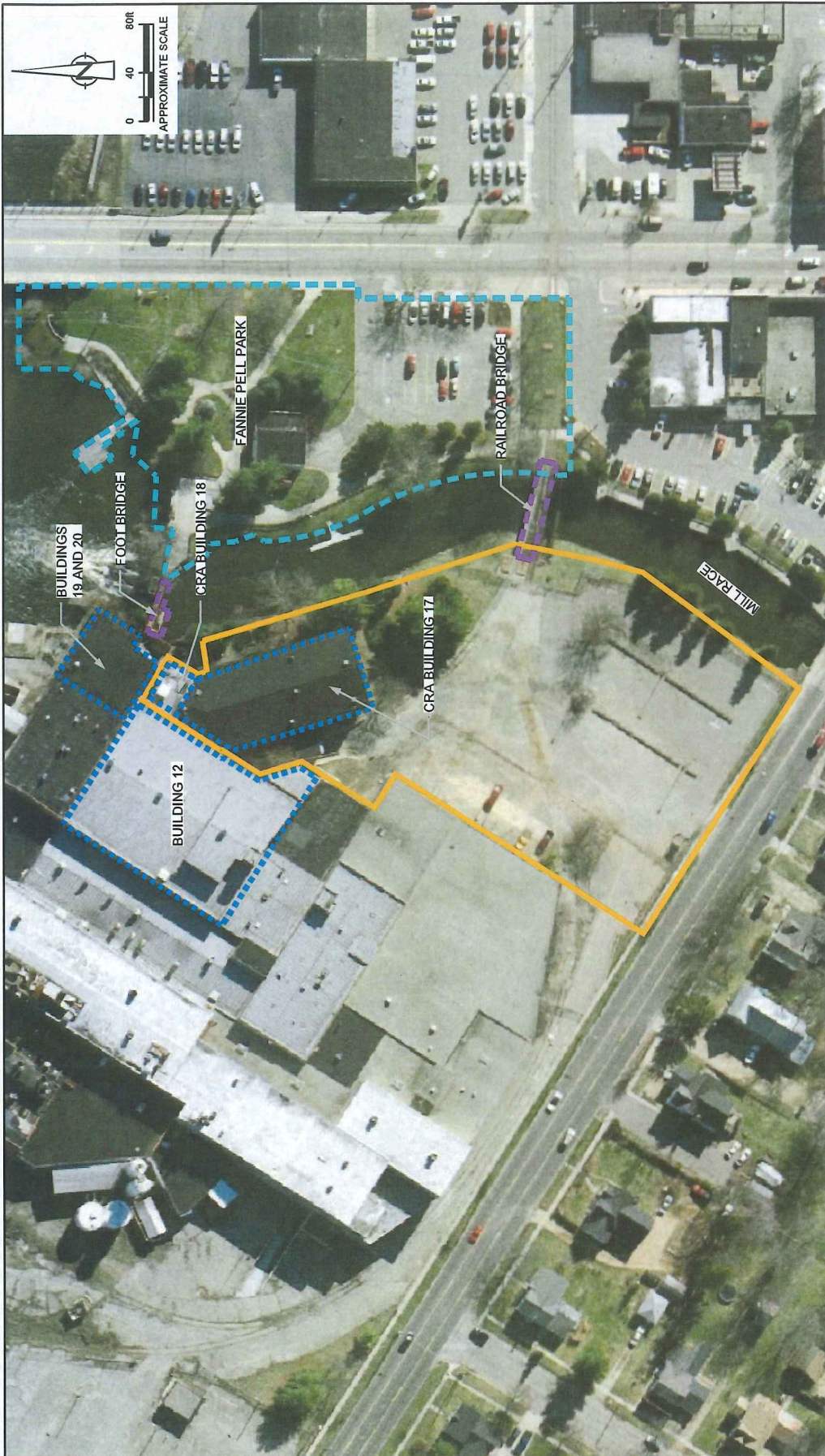
SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

— CRA PROPERTY



EXHIBIT C
CRA PROPERTY
COMMON AREA EASEMENT AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

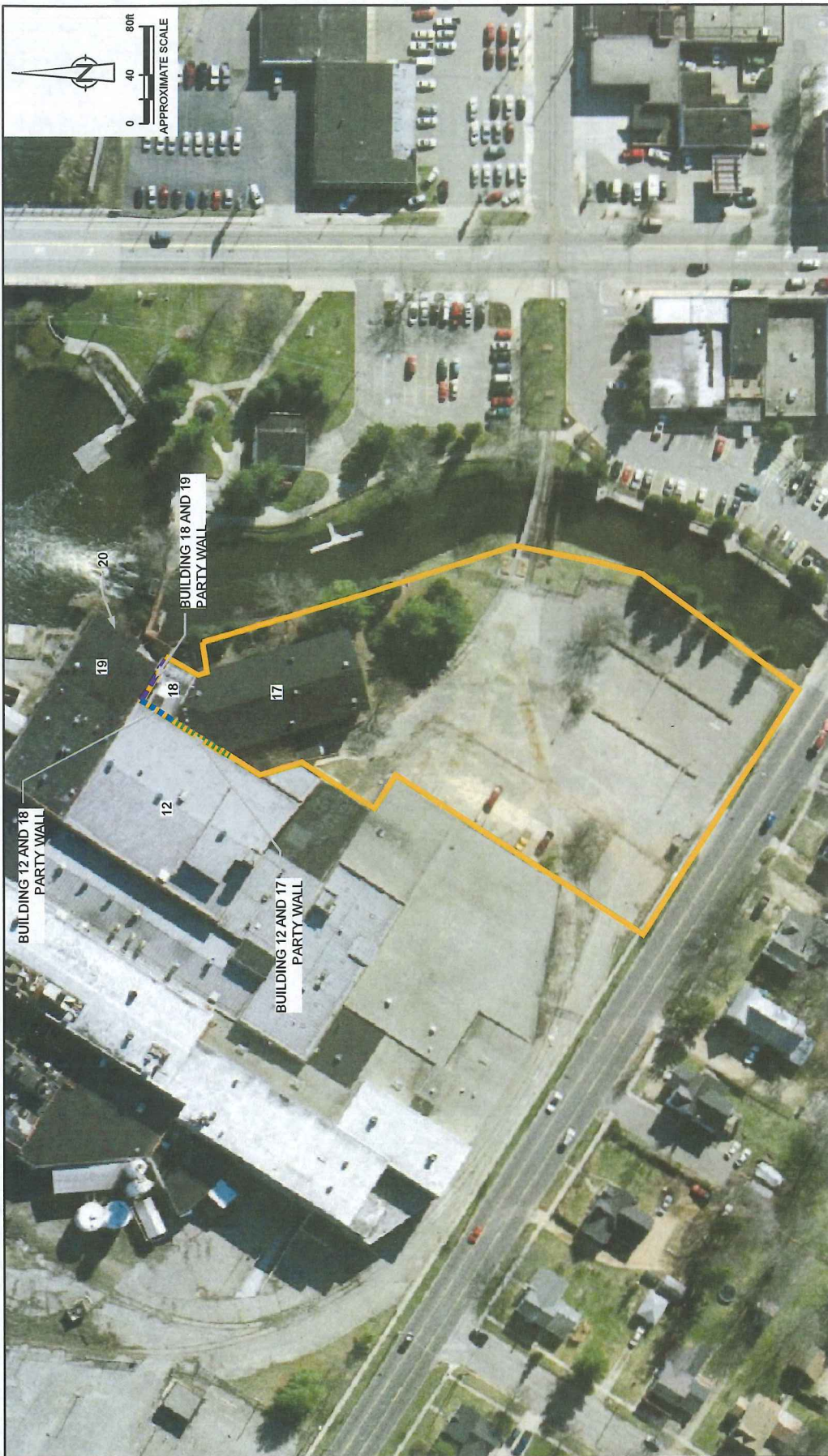
— CRA PROPERTY

- - - FANNIE PELL PARK



37366-20(PRES010)GN-WA004 APR 25/2011

EXHIBIT D
LOCATION OF RELATIVE PROPERTY ELEMENTS MAP
COMMON AREA EASEMENT AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

- BUILDING 12 AND 17 PARTY WALL
- BUILDING 12 AND 18 PARTY WALL
- BUILDING 18, 19 AND 20 PARTY WALL

EXHIBIT E
LOCATION OF PARTY WALLS
COMMON AREA EASEMENT AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan



1. The City Grant of Easement.

(a) The City, as grantor, hereby grants and conveys to CRA, as grantee, a nonexclusive easement over, upon, under and across the existing and future parking lot and driveway areas of the City Property (the "CRA Easement Area").

(b) CRA shall use the CRA Easement Area only for the following uses and purposes:

(i) For access, ingress and egress to the CRA Property by CRA and its employees, agents, guests, invitees and tenants.

(ii) For utilities that service the CRA Property and the improvements and buildings thereon.

(iii) For other uses as CRA reasonably requests, so long as any such use does not interfere with the City's use of the City Property and the City consents in writing.

(c) The access route over and across the CRA Easement Area shall be reasonably agreed upon by the Parties during the term of this Agreement and may be modified from time to time as the City's uses of the City Property develop and change.

2. CRA Grant of Easement in Parking Area.

(a) CRA, as grantor, hereby grants and conveys to the City, as grantee, a nonexclusive easement over, upon, under and across the Parking Area (the "City Parking Area Easement").

(b) The City shall use the City Parking Area Easement only for the following uses and purposes:

(i) For parking limited to 24 spaces and for access, ingress and egress to the City Property by the City and its employees, agents, guests, invitees and tenants; provided, however, that the City will use best efforts to direct City employees, agents, guests, invitees and tenants to enter the City Property from Fannie Pell Park (and across the footbridge) such that the City Parking Area Easement serves as a secondary access to the City Property; and provided further that the City's use of the City Parking Area Easement for parking purposes is subject to CRA's reasonable and documented need for use of the Parking Area for its own purposes as the CRA Property is developed for other uses.

(ii) For utilities that service the City Property and the improvements and buildings thereon.

(iii) For other uses as the City reasonably requests so long as any such use does not interfere with CRA's use of the CRA Property and CRA consents in

writing. Such uses shall include but shall not be limited to public fairs, carnivals, festivals, and fresh food and farmer's markets.

3. CRA Grant of Easement Along Mill Race.

(a) CRA, as grantor, hereby grants and conveys to the City as grantee, a nonexclusive easement along the easterly twenty (20) feet of the CRA Property adjacent to the Mill Race extending from the southerly edge of the southern footbridge (the former railroad bridge) to the southeast corner of Building 17 (owned by CRA) then northwesterly between the Mill Race and the east face of CRA Buildings 17 and 18 to the retaining wall at the northern footbridge (the "Mill Race Easement Area," and together with the City Parking Area Easement and the CRA Easement Area, referred to herein collectively as the "Easement Areas" or individually as an "Easement Area"). The Mill Race Easement Area is shown on the attached Exhibit C.

(b) The City shall use the Mill Race Easement Area for access to the buildings and improvements located on the City Property, the pedestrian footbridges that extend from Fannie Pell Park to the CRA Property, and the retaining wall along the Mill Race, and for purposes of maintenance, repairs and replacements.

(c) The access route over and across the City Parking Area Easement shall be reasonably agreed upon by the Parties during the term of this Agreement and may be modified from time to time as CRA's uses of the CRA Property develop and change. The City shall be entitled to make improvements to the Mill Race Easement Area such as installing pavers and landscaping so that the Mill Race Easement Area is visually appealing and safe for pedestrian walkway provided that all improvements must be approved by CRA and CRA has first right to construct improvements consistent with City ordinances.

4. Use of Easements. The Easement Areas specified herein shall be used solely for the purposes stated herein, and for no other purposes without the prior written consent of the grantor of the Easement Areas.

5. Obstruction. The Parties agree not to unreasonably obstruct, impede or interfere with the other's use of the Easement Areas for the purposes set forth herein.

6. Rules and Regulations. The Parties may impose reasonable rules and regulations with respect to the use of the Easement Areas on their respective Properties and the Parties agree to abide by and adhere to such reasonable rules and regulations.

7. Maintenance.

(a) Each grantee is responsible for the maintenance, repair, and replacement of the Easement Area on such grantee's respective Property, except to the extent that such maintenance, repair or replacement is due to the negligent acts or omissions of the other Party, its employees, agents, contractors, subcontractors or invitees, in which event the other Party shall be responsible to pay for any such maintenance, repair or replacement. If the Party responsible to pay fails to do so, then the other Party shall be entitled to claim a lien on the failing Party's Property for the costs incurred. Such lien may be foreclosed in the same manner as mortgages in

accordance with applicable Michigan law, including both by action and by advertisement. If either grantee fails to maintain the Easement Area on its respective Property in a manner reasonably acceptable to the grantor, such grantor shall provide written notice to grantee explaining grantor's concerns and grantee's failures, and the matter shall be resolved in accordance with Paragraph 11 below.

(b) The Party performing the maintenance, repair, or replacement shall exercise every reasonable effort to minimize interference with the other Party's use of its Property, and shall promptly repair at its own expense any damage occasioned by such maintenance, repair, or replacement.

8. Liability Allocation. The City shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by CRA), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of the City, or the City's agents, employees, contractors, subcontractors or invitees, on the CRA Property or arising out of the City's use of the City Easement. CRA shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by the City), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of CRA, or CRA's agents, employees, contractors, subcontractors or invitees, on the City Property or arising out of the use of CRA of the CRA Easement.

9. Compliance with Laws/Applicable Law. The Parties agree to comply with all applicable federal, state and local laws, rules, regulations and requirements with respect to their respective Property and with respect to their activities with the Easement Areas. This Agreement shall be governed by the laws of the State of Michigan.

10. Insurance. Each Party shall maintain general liability insurance policies in commercially reasonable amounts covering any property damage or personal injury that may occur in the Easement Area located on such Party's Property. Each Party shall name the other Party as an additional insured and shall provide copies of the insurance policies or certificates of coverage upon request.

11. Disputes. In case of any dispute under this Agreement:

(a) The Party first seeking to address the dispute shall give written notice to the other Party detailing the basis for the position taken by that Party. The Party receiving that notice shall, within fourteen (14) days thereafter, respond in writing stating in detail the basis for its position.

(b) Representatives of the Parties shall, within fourteen (14) days after the exchange of the detailed position statements, meet to discuss and attempt to resolve the dispute.

(c) If the Parties are unable to resolve the dispute, the matter shall be resolved by arbitration. The arbitration shall be pursuant to the applicable Michigan Court Rules or other rules that the Parties mutually agree upon. The Parties shall mutually select as an arbitrator a

person who by profession or experience has the expertise to understand and address the issue that is the center of the dispute. If the Parties cannot agree upon the selection of an arbitrator, the matter shall be decided by a majority vote of a 3-member arbitration panel comprised of a member selected by each Party and a third member selected by those two panel members. Either Party may challenge the qualifications of any panel member. No person shall serve as an arbitrator who is an officer or employee or a member of any committee or board of either Party, who resides in the same household as any such person, who has a matter pending before either Party, or who is a Party or the employee of a Party to any contract with either Party.

(d) In any such dispute the prevailing Party shall, in addition to any other relief to which it may be entitled, be awarded its actual costs, including without limitation filing fees, discovery costs, reasonable attorneys' fees, expert witness fees, and any other costs incurred in connection with the dispute and resolution of same.

12. Transfer Tax Exemption. This Agreement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

13. Runs with the Land. The easements and the rights and obligations set forth herein shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the City and CRA, and their respective successors and assigns.

14. Notice. Each notice, consent, demand or other document or instrument required or permitted to be served upon either of the Parties shall be in writing and shall be deemed to have been duly served three (3) business days after mailed by certified or registered United States mail, postage prepaid, return receipt requested; one (1) business day after depositing same with a nationally recognized courier service; or immediately upon personal delivery to the Party named below, addressed to the respective Parties at the addresses stated below:

City of Plainwell: Erik Wilson
City Manager
City of Plainwell
141 N. Main St.
Plainwell MI 49080

CRA: Wayne Bauman
CRA 200 Allegan St LLC
4141 Davis Creek Ct.
Kalamazoo MI 49001

Any Party may change the place for serving of notices upon it by ten (10) days prior written notice informing the other Party of the change in the address to which notices shall be sent and faxed.

15. Assignment. The Parties shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, "Transfer"), all or any part of their interest in their respective Property. Upon any such Transfer, the rights and obligations of this

Agreement shall automatically pass to the Transferee. Upon a Transfer of the fee interest in all or a portion of the Property by deed, the transferring Party shall be relieved of obligations to perform and liability to pay any sum due under this Agreement for maintenance or services rendered after the closing of the sale; but no such Transfer shall relieve a Party of any obligation to perform and liability for any sums owing on account of maintenance or services rendered prior to such sale; nor shall any such sale discharge any lien provided for in this Agreement.

16. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall be deemed illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected, and each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

17. No Presumption Against Drafter. The Parties represent and warrant that each Party, with the advice of their respective counsel, has participated in the negotiations concerning the drafting of this Agreement. As such, the Parties agree that this Agreement is not to be construed against the drafter of the Agreement.

18. Construction of Easement Agreement. The rule of strict construction shall not apply to the easements and agreements granted in this Agreement or to the covenants set forth herein. This Agreement shall be given a reasonable construction so that the intention of the Parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out.

19. Waiver of Default. No waiver of any default by any Party to this Agreement shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

20. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding the easements created hereunder.

21. No Modification. This Agreement may not be modified, amended, discharged or terminated without an instrument in writing signed by all the Parties with an interest in the property specified herein and the Easement Areas.

CITY OF PLAINWELL,
a Michigan municipal corporation

By: Richard Brooks
Richard Brooks, Mayor

and

By: Noreen A. Farmer
Noreen Farmer, City Clerk

CRA 200 ALLEGAN ST. LLC,
a Michigan limited liability company
By: Conestoga-Rovers & Associates, Inc.
Its: Sole Member

By: Wayne Bauman
Wayne Bauman
Its: Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on July 18, 2011, by Richard Brooks and Noreen Farmer, Mayor and City Clerk, respectively, of the City of Plainwell, a Michigan municipal corporation, who are personally known to me, and who appeared before me and acknowledged signing this document on behalf of the City.

Denise M. Hazelrigg

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF KENT ALLEGAN

Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on July 18, 2011, by Wayne Bauman the Vice President of Conestoga-Rovers & Associates, Inc., the sole member of CRA 200 Allegan St. LLC, a Michigan limited liability company, who is either personally known to me or who presented his/her driver's license for identification, and who appeared before me and acknowledged signing this document on behalf of the Company.

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF KENT ALLEGAN

Denise M. Hazelrigg
Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

Prepared by and after recording return to:
Ingrid A. Jensen, Esq.
Clark Hill PLC
200 Ottawa Ave NW, Suite 500
Grand Rapids, MI 49503



EXHIBIT A
CITY PROPERTY
RECIPROCAL ACCESS EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

SOURCE: NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP) ALLEGAN COUNTY YEAR 2010 MOSAIC PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), 2010.

LEGEND

CITY PROPERTY BOUNDARY

CRA PROPERTY BOUNDARY

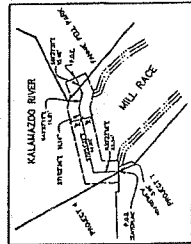


Project 1

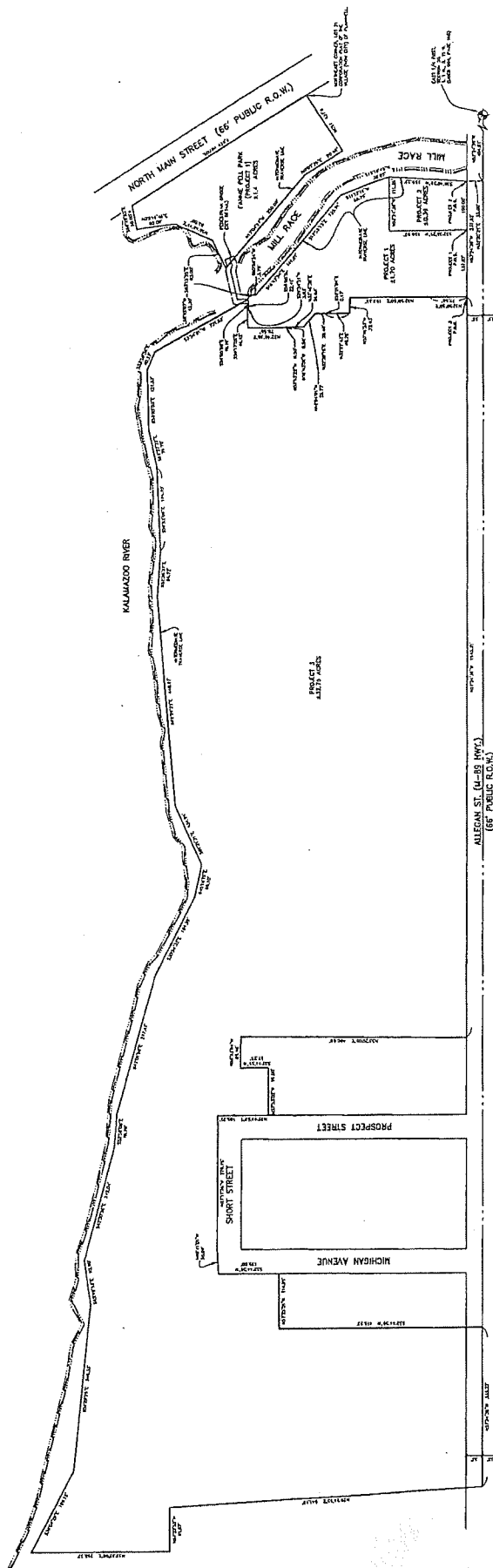
Project 1 is a proposed development of 100 lots, located in the City of Plainfield, Michigan. The project is situated on the east side of the city, bounded by the Kalamazoo River to the north and the city limits to the south. The project area is approximately 100 acres in size. The project is proposed to be developed in three phases. Phase 1 will consist of 30 lots, Phase 2 will consist of 30 lots, and Phase 3 will consist of 40 lots. The project is proposed to be developed by the City of Plainfield, Michigan. The project is proposed to be developed in three phases. Phase 1 will consist of 30 lots, Phase 2 will consist of 30 lots, and Phase 3 will consist of 40 lots. The project is proposed to be developed by the City of Plainfield, Michigan. The project is proposed to be developed in three phases. Phase 1 will consist of 30 lots, Phase 2 will consist of 30 lots, and Phase 3 will consist of 40 lots. The project is proposed to be developed by the City of Plainfield, Michigan.

Project 2

Project 2 is a proposed development of 100 lots, located in the City of Plainfield, Michigan. The project is situated on the east side of the city, bounded by the Kalamazoo River to the north and the city limits to the south. The project area is approximately 100 acres in size. The project is proposed to be developed in three phases. Phase 1 will consist of 30 lots, Phase 2 will consist of 30 lots, and Phase 3 will consist of 40 lots. The project is proposed to be developed by the City of Plainfield, Michigan. The project is proposed to be developed in three phases. Phase 1 will consist of 30 lots, Phase 2 will consist of 30 lots, and Phase 3 will consist of 40 lots. The project is proposed to be developed by the City of Plainfield, Michigan.



PEDESTRIAN BRIDGE DETAIL



PROJECT NO.	2100840
SHEET NO.	1 OF 1
PROJECT NAME	PARCEL SKETCH FOR CONESTOGA-ROVERS & ASSOC., INC.
LOCATION	LOCATED IN SECTION 30, T. 1 N., R. 11 W., CITY OF PLAINFIELD, ALLEGAN COUNTY, MICHIGAN
DATE	10/01/03
BY	DATE
REVISIONS	DATE
DATE	DATE

Prein & Newhof
7123 STADIUM DRIVE
KALAMAZOO, MICHIGAN 49009
PHONE (269) 372-1156

72



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

— CRA PROPERTY



EXHIBIT B
CRA PROPERTY
RECIPROCAL ACCESS EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

-  CRA PROPERTY
-  CITY EASEMENT



EXHIBIT C
CITY EASEMENT AREA
RECIPROCAL ACCESS EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

Building Valuation Analysis : Please note that the values shared below were based off an estimated square footage of 9,800 square feet. The actual space of the upstairs is approximately 7,000 square feet, making the valuation based off of Kara's per square foot estimates \$315,000 to \$490,000.

Justin,

Attached are a few comparable properties to give you a sense of market value of the 200 Allegan Street building.

The average price is coming out at \$70/SF. The condominium office spaces are about the same on average per sf, but the low end is \$45/SF. By measuring the roof line on the GIS, I believe that each floor is around 9,800 SF in the subject building.

Based on the comps, the total value of the top floor could be between \$441,000 and \$686,000. I believe the majority (if not all) of the value is in the top floor, and the remaining floors are more of a liability to an owner as they are functionally obsolete/will be difficult to repurpose to a use other than storage.

The common area "building" doesn't really have a standalone value as there is no usable space beyond providing access to the buildings, and so it is already factored into the pricing above as its essential to the buildings.

I do believe the location and size of the space will make a sale potentially difficult. You should be ready for it to take a few years to transact with a buyer if you cannot work a deal with the event center.

Below is also a quick SWOT analysis to help with your evaluation prior to Monday's meeting. I hope to have the title commitment before the meeting. I will keep you posted.

Strengths:

- Beautifully designed top floor office space with an industrial / loft feel
- Top level is move-in ready condition for another user
- Abundance of storage options
- Mechanicals appear to be in good working order/newer boiler system
- Fully sprinklered building

Weaknesses:

- Restrooms are not up to current ADA codes for the top floor
- Floors 1 & 2 have very tight column spacing and low ceilings making it difficult for repurposing
- Masonry work needs to be addressed on the outside in some places

Opportunities:

- Protect shared common areas/utility lines between the buildings
- Control of adjacent users/occupants

Threats:

- Cost to retrofit the 1st & 2nd floors to an alternative use would be extensive
- May be hard to sell with the 1st & 2nd floors included with the sale
- Time on market to sell could be longer in a smaller community

Ideas: Look at condominium of third floor and selling without the basement and/or 1st, and 2nd floors if the city can find value in keeping those areas for storage. I think most other buyers might view those floors as a liability.

If you have any questions or need more information, please let me know.

Kara

Kara Schroer, CCIM

Partner | Senior Vice President

naiwwm.com

Main +1 269 353 0311

Direct +1 269 459 0435

Cell + 269 569 0953



Standalone office

Property Address	SF	Sale Price	Price/SF	Date	Notes
9246 Portage Industrial Drive, Portage	13,200	\$745,000	\$56	10/19/2023	Tough location at the rear of an industrial park
246 E Kilgore Road, Portage	9,832	\$800,000	\$81	12/15/2024	Sat on market for two years
5830 Venture Park Drive, Kalamazoo	15,298	\$1,200,500	\$78	12/11/2024	quick sale; great location
6350 W KL Avenue, Kalamazoo	14,623	\$1,000,000	\$68	3/4/2022	sold under value to non-profit

Office Condomium Availabilities

107 W. Michigan - 1st/Basement	6,570	\$295,000	\$45
107 W. Michigan - 2nd floor	4,625	\$495,000	\$107
107 W Michigan - 3rd floor	4,390	\$195,000	\$44
107 W. Michigan 5th floor	4,665	\$399,000	\$86

\$56
\$81
\$78
\$68
\$45
\$107
\$44
\$86
\$71

\$71 Standalone Average
\$70 Condo Average

Investment Activity Report



"The Island City"

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 02/28/2025

Amanda Kersten, HR/Interim 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:

**Amanda
Kersten**

Digitally signed by
Amanda Kersten
Date: 2025.03.04
08:27:23 -05'00'

	Investment Type	CUSIP	Principal Purchase	Monthly Interest Earned	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$1,546,655	\$5,293.03	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		4.47%	
2	90-Day CD Renewal	N/A	\$245,796	\$809.13	Northstar Bank	Julie Smith - 810.329.7104	12/30/2024	03/30/2025	4.10%	30
3	365-Day CD	N/A	\$249,390	\$1,010.46	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2024	06/10/2025	4.90%	102
4	365-Day CD	N/A	\$93,560	\$977.77	First National Bank	Doug Johnson - 616.538.6040	11/16/2024	11/17/2025	4.19%	262
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Total Investments: \$2,135,401.59 \$8,090.39 = Monthly investment interest

Average Yield: 4.41%

Cash Activity for the Month

Cash, beginning of month: \$3,082,649.11

\$4,789.90 = Monthly bank account interest

Cash, end of month: \$2,924,056.85

Cash and Investments, end of month: \$5,059,458.44 \$12,880.29 = Total monthly interest earned

Justin Lakamper, 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:

**Justin
Lakamper**

Digitally signed by Justin
Lakamper
Date: 2025.03.06
14:20:22 -05'00'

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

ESTIMATED CASH BALANCE/FUND BALANCE REPORTMONTH ENDED: **2/28/2025**% OF FISCAL YEAR: **66.58%***** - Amounts taken from audited financial statements as of June 30, 2024****** - 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**

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
FUND	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	1,182,116	1,241,074	2,101,334	1,792,322	1,550,086	1,553,521	2,788,893	64.27%
Major Streets	160,731	190,388	218,246	115,958	292,676	297,146	373,067	31.08%
Local Streets	554,419	525,858	85,121	445,542	165,437	201,784	529,547	84.14%
Solid Waste	66,416	64,804	226,139	147,986	142,957	142,957	227,074	65.17%
Brownfield BRA	40,631	3,037	110,757	110,828	2,966	2,966	151,210	73.29%
Tax Increment TIFA	202,979	200,512	127,189	34,062	293,638	293,638	52,422	64.98%
Downtown DDA	154,012	151,768	108,492	42,665	217,594	217,595	88,342	48.30%
Revolving Loan	51,169	64,056	3,866	-	67,922	55,035	10,000	0.00%
Capital Improvement	42,150	77,265	108,200	59,363	126,103	126,104	86,113	68.94%
Fire Reserve	45,180	45,180	107,247	72,141	80,286	80,286	77,141	93.52%
Airport	31,838	33,648	42,782	45,682	30,748	24,644	89,517	51.03%
Sewer	2,016,160	1,979,501	1,185,374	1,875,448	1,289,428	1,020,995	2,662,983	70.43%
Water	1,948,490	1,762,953	627,069	1,748,994	641,028	832,259	1,824,499	95.86%
Motor Pool / Equipment	48,792	43,723	259,898	189,755	113,866	110,849	254,435	74.58%
OPEB**	136,231	89,021	38,666	32,939	94,748	99,680	59,061	55.77%
	6,681,314	6,472,788	5,350,381	6,713,686	5,109,483	5,059,458	9,274,304	72.39%

Justin Lakamper, City Manager	Amanda Kersten, HR/Interim 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: <div>Justin Lakamper</div> <div>Digitally signed by Justin Lakamper Date: 2025.03.06 14:20:44 -05'00'</div>	Insert Signature: <div>Amanda Kersten</div> <div>Digitally signed by Amanda Kersten Date: 2025.03.04 08:25:31 -05'00'</div>

03/06/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
 INVOICE ENTRY DATES 02/21/2025 - 03/06/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Vendor Code	Vendor Name		
	Invoice	Description	Amount
000002	AT&T		
	269685195702 25	AIRPORT LANDLINE FEBRUARY 2025	191.61
	269685682402 25	DPS LANDLINE FEBRUARY 2025	191.61
TOTAL FOR: AT&T			383.22
000004	PLAINWELL AUTO SUPPLY INC		
	732349	DPW - DE-ICER AB	5.79
	733133	DPW - CAR WASH SHOP AB	46.99
	733473	DPW - BELT(3)/FILTER(7)/SWAY BAR KIT RETURNS	(88.55)
	733474	DPW - CORE DEPOSIT(2)	(36.00)
	733562	DPW - RETURN UNUSED PARTS CP	(152.82)
	733637	DPW - BULK TRAILER WIRE/BUTT CONNECTOR(25) AB	41.24
	733940	DPW - TRANS RANGE SENSOR #7 AB	53.99
	733949	DPW - MAG 1 PLOW FLUID DR	8.29
	734419	DPS - MINI PUMPER MAINTAINER CHARGER KC	17.99
	734439	DPW - ANTIFREEZE/KROIL AS	44.38
	734560	DPS - QUART OIL CAR 6 KC	6.29
	734611	DPW - HOSE(20)/HOSE FITTING(2) #21 AB	455.18
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			402.77
000009	CONSUMERS ENERGY		
	2025.2	CITY WIDE ELECTRIC FEBRUARY 2025	8,981.65
	9328279959	ADMIN - LAND RENT/LEASE 2025	25.00
TOTAL FOR: CONSUMERS ENERGY			9,006.65
000011	SHOPPERS GUIDE INC		
	2025.02.22	DDA - CHOCOLATE STROLL ADVERT DS	99.00
TOTAL FOR: SHOPPERS GUIDE INC			99.00
000014	MICHIGAN GAS UTILITIES CORP		
	5374870194	AIRPORT HANGER JANUARY 2025	298.65
TOTAL FOR: MICHIGAN GAS UTILITIES CORP			298.65
000034	VERIZON		
	6106799489	CITY CELL/HOT SPOT SERVICE 1/24 - 2/23/2025	118.12
	6106799490	EOC/DPS PHONE SERVICE 1/24 - 2/23/2025	154.32
TOTAL FOR: VERIZON			272.44
000039	A-1 RENT ALL		

	02/10/2025	Stump remover rental	530.00
TOTAL FOR: A-1 RENT ALL			530.00
000079	ALLEGAN COUNTY NEWS		
	15757	FEBRUARY 2025 LEGALS	620.00
TOTAL FOR: ALLEGAN COUNTY NEWS			620.00
000087	BILL G BOMAR		
	2025.3	RETIREE HEALTH PREMIUM MARCH 2025 BOMAR	370.00
TOTAL FOR: BILL G BOMAR			370.00
000096	NYE UNIFORM CO INC		
	909800	DPS - TEK3 SHIRT/ZIPPER/COLL EXT/BUTTON ROBERTS K	84.71
TOTAL FOR: NYE UNIFORM CO INC			84.71
000131	KEVIN CHRISTENSEN		
	2025.03	RETIREE PREMIUM MARCH 2025 CHRISTENSEN	224.00
TOTAL FOR: KEVIN CHRISTENSEN			224.00
000140	HACH CO		
	14374328	WR - ASSEMBLY-SWIVEL & CLAMP LK	907.20
TOTAL FOR: HACH CO			907.20
000153	FLEIS & VANDENBRINK INC		
	72710	JANUARY 2025 PROFESSIONAL SERVICES S MAIN JL	2,311.60
TOTAL FOR: FLEIS & VANDENBRINK INC			2,311.60
000155	BRAVE INDUSTRIAL FASTENER		
	173489	DPW - GREEN PAINT MARKER FROG DR	41.85
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			41.85
000348	KALAMAZOO LANDSCAPE SUPPLIES		
	IN0277446	DPW - YARD BLEND(3) CITY USE CP	90.00
TOTAL FOR: KALAMAZOO LANDSCAPE SUPPLIES			90.00
000609	MIDWAY CHEVROLET		
	19311	WR - BATTERY TRUCK #1 BP	211.05
TOTAL FOR: MIDWAY CHEVROLET			211.05
000624	AIS CONSTRUCTION-JOHNDEERE POWERPLN		
	G82736	DPW - FLOODLAMP/SIDELIGHT #60A AB	361.75
TOTAL FOR: AIS CONSTRUCTION-JOHNDEERE POWERPLN			361.75
000708	CARLETON EQUIPMENT CO.		
	02-697730	DPW - SPROCKET/KEY #62 BROOM AB	165.94
TOTAL FOR: CARLETON EQUIPMENT CO.			165.94

000911	MICHIGAN ASSOCIATION OF PLANNING		
	02/12/2025	Registration/Training	20.00
TOTAL FOR: MICHIGAN ASSOCIATION OF PLANNING			20.00

000951	MICHIGAN RURAL WATER ASSOC		
	02/20/2025	Water class RL/WK	760.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC			760.00

000962	STATE OF MICHIGAN		
	2025.02.19	ADMIN - RETURN UNUSED MILL PHASE III LOAN FUNDS 2	22,171.71
TOTAL FOR: STATE OF MICHIGAN			22,171.71

000991	SAFETY SERVICES INC		
	134846	DPW - SAFETY GEAR INSPECTION CP	90.00
TOTAL FOR: SAFETY SERVICES INC			90.00

001448	PROFESSIONAL CODE INSPECTIONS		
	25002	FEBRUARY 2025 PERMITS	975.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			975.00

001645	ALEXANDER CHEMICAL CORPORATION		
	92127	WR - CYLINDER RENTAL	19.00
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			19.00

001650	STATE OF MICHIGAN		
	02/03/2025	Title fee - *7081	30.00
TOTAL FOR: STATE OF MICHIGAN			30.00

001748	REPUBLIC SERVICES		
	0249-008476182	DPW - TWO CONTAINERS MARCH 2025	433.77
	0249-008476471	WR - TWO CONTAINERS MARCH 2025	285.00
TOTAL FOR: REPUBLIC SERVICES			718.77

001829	PERCEPTIVE CONTROLS INC		
	16841	WR - RADIO REPLACEMENT BP	2,290.18
	17010	WR - CONFIGURE/START UP RADIO REPLACEMENT BP	222.00
TOTAL FOR: PERCEPTIVE CONTROLS INC			2,512.18

001854	MODEL FIRST AID		
	00000136729	DPS - ASPRIN/NONASPRIN/EYE DROPS/LENS CLEANING T	84.50
TOTAL FOR: MODEL FIRST AID			84.50

002002	USABUEBOOK		
	INV00623183	WR - LAB SUPPLIES LK	300.54
TOTAL FOR: USABUEBOOK			300.54

002019	PRINTING SYSTEMS INC.		

	02/14/2025	Printing of tax docs	76.68
TOTAL FOR: PRINTING SYSTEMS INC.			76.68
002030	DRUG SCREEN PLUS INC		
	25FEB1339	ADMIN - SCREENING DR & JG AK	94.00
TOTAL FOR: DRUG SCREEN PLUS INC			94.00
002116	CHARTER COMMUNICATIONS		
	005584501021425	DPS INTERNET/TV FEBRUARY 2025	297.56
	172241901020725	AIRPORT INTERNET FEBRUARY 2025	84.54
TOTAL FOR: CHARTER COMMUNICATIONS			382.10
002133	MICHIGAN ECONOMIC DEVELOPERS ASSOC.		
	02/04/2025	225 MEDA Membership	350.00
TOTAL FOR: MICHIGAN ECONOMIC DEVELOPERS ASSOC.			350.00
002164	R W MERCER CO.		
	271249	AIRPORT - SERVICE CARD READER VW	272.50
TOTAL FOR: R W MERCER CO.			272.50
002219	CLARK TECHNICAL SERVICES		
	2025.03.01 95	FEBRUARY 2025 CITY WIDE IT SERVICES	1,621.25
TOTAL FOR: CLARK TECHNICAL SERVICES			1,621.25
002371	RENEWED EARTH INC		
	33762	DPW - MARCH 2025 COMPOST SITE MGMT	1,250.00
TOTAL FOR: RENEWED EARTH INC			1,250.00
002402	STEENSMA LAWN & POWER EQUIPMENT		
	1199106	DPW - BEARING/FLANGE(2)/BELT(2) #43 SNOW THROWE	87.72
	1199437	DPW - OIL 2GAL MIX(6) SHOP	29.94
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			117.66
002442	HOPKINS PROPANE COMPANY		
	26824293	AIRPORT PROPANE 400.1GL VW	1,099.87
TOTAL FOR: HOPKINS PROPANE COMPANY			1,099.87
002527	COPS HEALTH TRUST		
	2025.3	MARCH 2025 DENTAL/VISION PREMIUMS	1,650.39
TOTAL FOR: COPS HEALTH TRUST			1,650.39
002661	JIM KOESTNER INC		
	6043548/1	DPS - LUBE/OIL/FILTER 21 TAHOE *6452	65.96
	6043585	DPS - 2020 FORD *9807 LUBE/OIL/FILTER KC	52.86
TOTAL FOR: JIM KOESTNER INC			118.82
002703	CONTINENTAL LINEN SERVICES INC		

	4125389	CH RUGS	50.06
	4147922	CH RUGS	50.06
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			100.12
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002743	LERMA INC.		
	02/01/2025	2025 Member Dues	75.00
TOTAL FOR: LERMA INC.			75.00
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002755	MICHIGAN WATER ENVIRONMENT ASSOCIAT		
	02/01/2025	Training Registration JF/RN/WK	620.00
TOTAL FOR: MICHIGAN WATER ENVIRONMENT ASSOCIAT			620.00
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002776	GUN PLAIN TOWNSHIP		
	2025.03.02	ADMIN - 2024 TAXES PER 2021 425 AGREEMENT - MILLEF	6,075.00
TOTAL FOR: GUN PLAIN TOWNSHIP			6,075.00
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004168	SBF ENTERPRISES		
	0139860	UB PRINT/MAIL MARCH 2025	132.11
	2025.3	UB POSTAGE MARCH 2025/FEB BILLING	410.25
TOTAL FOR: SBF ENTERPRISES			542.36
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004206	MADISON NATIONAL LIFE INSURANCE CO		
	1679191	MARCH 2025 LIFE INSURANCE PREMIUMS	404.46
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			404.46
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004241	GHD SERVICES INC		
	340-0139487	DECEMBER 2024 UTILITIES/COMMON AREA MAINTENAN	3,221.22
TOTAL FOR: GHD SERVICES INC			3,221.22
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004248	ULINE SHIPPING SUPPLY SPECIALISTS		
	189210365	DPS - EVIDENCE ROOM SUPPLIES KC	1,156.02
TOTAL FOR: ULINE SHIPPING SUPPLY SPECIALISTS			1,156.02
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004785	PRIORITY HEALTH		
	250460003774	MARCH 2025 HEALTH INSURANCE PREMIUMS	24,975.20
TOTAL FOR: PRIORITY HEALTH			24,975.20
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004794	UNITED HEALTHCARE INSURANCE COMPANY		
	2025.03 TOWN	RETIREE HEALTH INSURANCE MARCH 2025 - TOWN	302.50
	2025.03 WHIT	RETIREE HEALTH INSURANCE MARCH 2025 - WHITNEY	302.50
TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			605.00
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004796	SILVERSCRIPT INSURANCE COMPANY		
	20025.03 WHIT	RETIREE PRESCRIPTION COVERAGE MARCH 2025 - WHITN	28.30
	2025.03 TOWN	RETIREE PRESCRIPTION COVERAGE MARCH 2025 - TOWN	28.30
TOTAL FOR: SILVERSCRIPT INSURANCE COMPANY			56.60
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004799	ROSSOW GROUP (THE)		
	031825-13	DPS - FOIA TRAINING VANHOUTEN KC	205.00
	031825-3	ADMIN - FOIA TRAINING LEONARD JL	205.00
	TOTAL FOR: ROSSOW GROUP (THE)		410.00
004855	PLAINWELL ACE HARDWARE		
	19084	DPW - PRIMER SHOP AS	10.99
	19095	DPW - PVC ELBOW(14) RETURN AB	(36.26)
	19096	DPW - MAP PRO GAS #7 GEN USE DR	14.99
	19098	CITY HALL TOILET FILL VALVE WK	35.98
	19102	CITY HALL FLUSH VALVE KIT WK	43.98
	19104	DPW - FLAT HR/NIPPLE/COUPLING #21 AB	32.36
	19105	CITY HALL - FLUSH VALVE KIT EXCHANGE/SWVL SPRAYER	(0.01)
	19106	CITY HALL TANK LEVER WK	14.99
	19112	DPW - SPRAY PAINT CHRISTMAS AB	89.95
	19134	DPW - CAT FOOD MILL LIVE TRAP DR	2.99
	19136	DPW - MISC FASTENERS(4)/MLW RECIP BIM SET SHERW	41.95
	19138	DPW - MISC FASTENERS SHERWOOD BATHROOM DR	1.69
	19140	DPW - CAT FOOD MILL TRAP/LONG PLIERS SHOP DR	28.98
	TOTAL FOR: PLAINWELL ACE HARDWARE		282.58
004857	VIPRE SECURITY		
	02/04/2025	VIPRE Subscription	2,315.00
	TOTAL FOR: VIPRE SECURITY		2,315.00
004894	ASCENSION MI EMPLOYER SOLUTIONS		
	562545	ADMIN - NEW HIRE POC FIREFIGHTER DD AK	227.00
	TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS		227.00
005012	UNITED BANK		
	2025.02.20	ADMIN - RETURNED ACH FEE - AK	7.50
	2025.02.24	ACH FEES OLD ORCHARD DEBT SERVICE	7.00
	2025.02.24 2:41	ACH FEE TAX DISTRIBUTION	7.00
	2025.02.26 2:19	ACH FEES UB POSTAGE	7.00
	2025.02.26 9:28	ACH FEES PAYROLL	7.00
	2025.02.26 9:29	ACH FEES UNION DUES	7.00
	2025.02.28 11:07	ACH FEE 1ST ACH'S	7.00
	2025.03.03 1:35	ACH FEES TAX DISTRIBUTION	7.00
	TOTAL FOR: UNITED BANK		56.50
005023	VAIRKKO TECHNOLOGIES, LLC		
	29468	FEBRUARY 2025 TRAINING COURSE CONTENT	67.80
	29469	FEBRUARY 2025 EMPLOYEE TRAINING SOFTWARE	97.80
	TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC		165.60
005040	US INTERNET		
	5010603	SECURANCE EMAIL FILTERING 3/14 - 4/13/2025	70.00

TOTAL FOR: US INTERNET			70.00
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005041	EVOQUA WATER TECHNOLOGIES		
	906909908	WR - ODOR CONTROL FEBRUARY 2025	200.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			200.00
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005047	STAPLES, INC.		
	6024759991	ADMIN - TONER SET CLERKS OFFICE RB	488.96
	6024838229	DPS - PAPER TOWEL/COPY PAPER/TP DV/KC	133.72
TOTAL FOR: STAPLES, INC.			622.68
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005048	SUMMIT FIRE PROTECTION CO		
	2766204	DPS - ANNUAL POLICE CAR FIRE EXTINGUISHER INSPECT/!	243.80
TOTAL FOR: SUMMIT FIRE PROTECTION CO			243.80
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005064	R & R ASSESSING INC		
	2025.3	MARCH 2025 ASSESSING SERVICES	1,700.00
TOTAL FOR: R & R ASSESSING INC			1,700.00
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005125	8X8 INC		
	4880650	CITY WIDE PHONES FEBRUARY 2025	630.37
TOTAL FOR: 8X8 INC			630.37
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005132	KEVIN A CALLAHAN		
	2025.02.08	DPS - TRAINING MEAL REIMBURSEMENT KC/JL	53.26
TOTAL FOR: KEVIN A CALLAHAN			53.26
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005171	FLYERS ENERGY LLC		
	CFS-4174649	DPS - FUEL FOR POLICE VEHICLES 2/28/2025	668.63
TOTAL FOR: FLYERS ENERGY LLC			668.63
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005175	KENT COMMUNICATIONS INC		
	344211	ADMIN - FEBRUARY 2025 ASSESSMENT NOTICES MR/RB	549.50
TOTAL FOR: KENT COMMUNICATIONS INC			549.50
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AAESAACH	ALLEGAN AREA EDUCATION SVC AGENCY		
	2025.02.22	DISTRIBUTE TAX COLLECTIONS W/E 02/22/2025	8,130.22
	2025.02.28	DISTRIBUTE 2024 TAX COLLECTIONS W/E 02/28/2025	2,541.49
TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY			10,671.71
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ACACH	ALLEGAN COUNTY TREASURER		
	2025.02	FEBRUARY 2025 TRAILER TAX	125.00
	2025.02.22	DISTRIBUTE 2024 TAX COLLECTIONS W/E 02/22/2025	3,632.39
	2025.02.28	DISTRIBUTE 2024 TAX COLLECTIONS W/E 02/28/2025	3,575.00
TOTAL FOR: ALLEGAN COUNTY TREASURER			7,332.39
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ALLEG ISD	ALLEGAN AREA EDUCATION SVC AGENCY		

	2024WINIFT	2024 WINTER IFT COLLECTIONS	2,742.41
TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY			2,742.41
ALLEGAN TR	ALLEGAN COUNTY TREASURER		
	2024WINIFT	2024 WINTER IFT COLLECTIONS	2,387.71
TOTAL FOR: ALLEGAN COUNTY TREASURER			2,387.71
CBEFT	HUNTINGTON NATIONAL BANK		
	2025.02	ADMIN - HUNTINGTON BANK SERVICE FEES FEBRUARY 2025	30.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			30.00
CC9999	FACEBK		
	01/31/2025	Advertising	13.57
	02/01/2025	Seal kit/cylinder	293.60
	02/01/2025	Training LK	220.00
	02/01/2025	Training	266.40
	02/03/2025	Microphone for dept table	182.95
	02/03/2025	Limestone/pothole repair	147.49
	02/03/2025	Service fee for title	0.62
	02/04/2025	CH Shredding	48.00
	02/04/2025	Expo parking	10.00
	02/05/2025	Expo parking	10.00
	02/06/2025	Monthly Subscription	56.00
	02/06/2025	Parking at training	25.00
	02/07/2025	Dictation software	156.88
	02/12/2025	Parts Truck #2	263.81
	02/12/2025	Rifle supplies KC	105.99
	02/13/2025	Dictation software	156.88
	02/14/2025	Conference tickets	350.00
	02/14/2025	Kirby bags	38.16
	02/18/2025	Ref 632911165	446.00
	02/19/2025	Monthly Subscription	30.00
	02/19/2025	Training lunch	79.28
TOTAL FOR: DOMINOS PIZZA			2,900.63
COPEFT	CITY OF PLAINWELL		
	2025.02.19	MARCH 2025 CITY UB FOR FEBRUARY USAGE	992.06
TOTAL FOR: CITY OF PLAINWELL			992.06
FNBCC	FIRST NATIONAL BANK (CREDIT CARD)		
	02/01/2025	Overlimit Fee	39.00
	02/20/2025	Overlimit Fee	39.00
TOTAL FOR: FIRST NATIONAL BANK (CREDIT CARD)			78.00
HNBACH	HUNTINGTON NATIONAL BANK		
	2025.01.17	DEBT SERVICE - 2024 LTGO BONDS WATER/SEWER OLD C	150,125.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			150,125.00

PCSACH	PLAINWELL COMMUNITY SCHOOLS		
	2025.02.22	DISTRIBUTE TAX COLLECTIONS W/E 02/22/2025	28,333.89
	2025.02.28	DISTRIBUTE 2024 TAX COLLECTIONS W/E 02/28/2025	8,854.96
TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS			37,188.85
PL COM SCH	PLAINWELL COMMUNITY SCHOOLS		
	2024WINIFT	2024 WINTER IFT COLLECTIONS	13,778.04
TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS			13,778.04
RANSOM	RANSOM DISTRICT LIBRARY		
	2024WINIFT	2024 WINTER ITF COLLECTIONS	835.80
TOTAL FOR: RANSOM DISTRICT LIBRARY			835.80
RDLACH	RANSOM DISTRICT LIBRARY		
	2025.02.22	DISTRIBUTE TAX COLLECTIONS W/E 02/22/2025	1,148.81
	2025.02.28	DISTRIBUTE 2024 TAX COLLECTIONS W/E 02/28/2025	676.96
TOTAL FOR: RANSOM DISTRICT LIBRARY			1,825.77
SOMEFT	STATE OF MICHIGAN		
	2025.02	FEBRUARY 2025 AIRPORT/DDA SALES TAX	27.12
TOTAL FOR: STATE OF MICHIGAN			27.12
STATE MICH	STATE OF MICHIGAN		
	2024WINIFT	2024 WINTER IFT COLLECTIONS	27,052.39
TOTAL FOR: STATE OF MICHIGAN			27,052.39
TOTAL - ALL VENDORS			355,089.58

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:

Roxanne
Branch

Digitally signed by
Roxanne Branch
Date: 2025.03.06
10:22:24 -05'00'

Amanda Kersten, HR/Interim Treasurer

I verify that I have reviewed the expenditures and to the best of my knowledge the attached invoice listing is accurate and matches invoices physically authorized by Department Heads.

Insert Signature:

Amanda
Kersten

Digitally signed by
Amanda Kersten
Date: 2025.03.06
10:41:02 -05'00'

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:

Luke Keyzer

Digitally signed by Luke
Keyzer
Date: 2025.03.06
11:03:43 -05'00'

Kevin Callahan, 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:

Kevin A
Callahan

Digitally signed by Kevin
A Callahan
Date: 2025.03.07
13:56:48 -05'00'

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: 2025.03.06
10:37:32 -05'00'

Justin Lakamper, 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:

Justin
Lakamper

Digitally signed by Justin
Lakamper
Date: 2025.03.06
12:22:48 -05'00'

Reports & Communications:

A. City – Board & Commission Appointment List

There are two vacancies on the Compensation Commission. Appointments are made by the Mayor, and subject to confirmation from Council.

Recommended action: Consider confirming the Mayor's appointment of two community members to the Compensation Commission as presented.

B. City – Sewer Collections

The City of Plainwell requested bids for a sewer lining and cleaning project. Two companies submitted bids. While the City believes both companies are capable of completing the project, Plummer's Environmental Services is recommended.

Recommended action: Council will consider approving Plummer's Environmental Services to complete the lining and cleaning project for the City of Plainwell for \$183,036.50.

C. WR – Approval to Rebuild the Grit Pump

This grit pump needs to be repaired and rebuilt. It has been in service for 15 + years. When originally purchased, both the impeller and volute were ceramic coated to increase durability. This makes the replacement cost high. Rebuilding the pump will be a fraction of the replacement cost, and should provide many years of service before needing replacement. Fixall Electric is a highly recommended vendor who the City has used in the past.

Recommended action: Consider approving the rebuild of the Wilo grit pump by Fixall Electric for \$6,640.28.

D. DPW – Water Meter Replacement

The City has three large water meters that need to be replumbed to complete the City-wide water meter change out. Quotes were solicited and two were received. Both companies have done work for the City and are capable of completing this project, however W Soule is recommended.

Recommended action: Consider approving the installation of three large water meters by W Soule for \$5,320.00.

E. DPW – Items for Auction

The City has had success in the past auctioning off item that aren't no longer used. DPW would like to auction off a Groundskeeper Toro Mower (for parts only), several concrete flower planters, a Hoist Gantry and a Slide-In Salter. Proceeds from the sale will have a positive impact on the budget.

Recommended action: Consider approving the auction of unused equipment and items by the DPW as presented.

F. City – First Right of Refusal to purchase buildings #17 and #18

The city of Plainwell has the opportunity to purchase buildings #17 and #18 from GHD for the same price offered by another interested buyer. Currently, there is an offer for \$326,000.00 for the two buildings.

Recommended action: Consider approving the purchase of buildings #17 and #18 from GHD for \$326,000.00 and authorizing the City Manager and City Clerk to enter into a purchase agreement for the property subject to final approval by the City Manager and City Attorney. Further authorize the City Manager and City Clerk to execute documents or other agreements as necessary to close on the purchase of the property, subject to final review by the City Manager and Attorney, and authorize the City Manager and City Attorney to take any steps necessary to effectuate the purchase of the property subject to this motion.

Reminder of Upcoming Meetings

- March 5, 2025 – Planning Commission – 6:30pm
- March 11, 2025 – DDA/BRA/TIFA – 7:30am
- March 13, 2025 – Parks & Trees – 5:00pm
- March 19, 2025 – Planning Commission – 6:30pm
- **March 24, 2025 – City Council – 7:00pm**

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.
Plainwell is an equal opportunity provider and employer