

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

AGENDA Plainwell City Council Monday, January 26, 2026 - 7:00PM Plainwell City Hall Council Chambers

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes – 01/12/2026 Regular Meeting
6. Presentation – Mill Development Presentation
7. Public Comments
8. County Commissioners Report
9. Agenda Approval
10. Mayor's Report
11. Recommendations and Reports:

A. City – Consideration of NAPA Purchase Agreement

Council will consider authorizing the City Manager to negotiate the sale of approximately one (1) acre of real property of the parent parcel ID #55-030-076-01 with David Steffen at a price of \$40,000 per acre.

B. City – Consideration of a Purchase Agreement with Classic Auto Mill

Council will consider approving the sale of buildings located on the permanent parent parcel ID# of 55-030-076-01, subject to surveys, and authorizing the City Manager and City Clerk to enter into a purchase/sale agreement for the property. Further authorize the City Manager and City Clerk to execute any documents or other agreements necessary to close on the sale of the property. 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.

C. City – Consideration of Parking Use Agreement with Mill 17

Council will consider authorizing the City Manager to enter into a use agreement with Mill 17 for the purposes of parking on the Mill property in front of buildings 15 and 16.

12. Communications: The December 2025 Department of Public Safety and Water Renewal Reports and the 12/09/2025 DDA/BRA/TIFA meeting minutes
13. Accounts Payable - \$274,160.09
14. Public Comments
15. Staff Comments
16. Council Comments
17. 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
January 12, 2025

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Scott Fenner from Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brad Keeler, Mayor Pro Tem Lori Steele and Councilmembers Randy Wisnaski, Roger Keeney and Cathy Green.
Absent: None.
5. Approval of Minutes:
A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 12/22/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report: None.
8. Agenda approval:
A motion by Steele, seconded by Keeney, to approve the Agenda for the January 12, 2026 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. Clerk Leonard shared that several board members' terms end on December 30, 2025. She has confirmed with each candidate their willingness to serve for another term. Appointments are made by the Mayor, and subject to confirmation from Council.
A motion by Keeney, seconded by Wisnaski, confirming the Mayor's appointment of several community members to various Boards and Commissions. On a roll call vote, all voted in favor. Motion passed.
 - B. Superintendent Nieuwenhuis discussed the purchase of four new tires for the newer front loader. The removed set of tires from the newer loader will be installed on the older front loader, because the older loader's tires are in poor condition. Swapping out the tires will allow both loaders to be available for use as needed.
A motion by Wisnaski, seconded by Green, approving the purchase and installation of four new tires on the newer front loader, and having the removed set of tires installed on the older front loader by Meekhof Tire/Bauer Built at a cost of \$13,540.00. On a roll call vote, all voted in favor. Motion passed.
 - C. City Manager Lakamper discussed an offer from Balkema Excavating to purchase the entirety of remaining parcel at 830 Miller Rd. (26.98 acres) for the full asking price of \$674,500. Balkema Excavating would like to open a concrete ready-mix plant, similar to the one near Preferred Plastics that is no longer in business. A concrete ready-mix plant requires a Special Use Permit, and the sale of the property will be contingent on approval.
A motion by Steele, seconded by Wisnaski, approving the sale of approximately 26.98 acres of real property located at 830 Miller Road, Plainwell, MI 49080, parcel ID 55-020-056-00, and authorizing the City Manager and City Clerk to enter into a purchase/sale 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 sale 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 sale of the property subject to this motion. On a roll call vote, Steele, Keeney, Wisnaski and Keeler voted in favor. Green voted not in favor. On a 4 in favor to 1 not in favor vote, motion passed.

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D. City Manager Lakamper discussed Resolution 2026-06, which establishes a Redevelopment Project Area encompassing the City of Plainwell including Industrial Park, and will allow Mill 17 to apply for a Class C Redevelopment Liquor License.

A motion by Steele, seconded by Keeney, adopting Resolution 2026-06 as presented. On a roll call vote, all voted in favor. Motion passed.

E. City Manager Lakamper discussed the development of the Mill property. He shared that the lease agreement with Classic Auto Factory is undergoing final review with an environmental attorney and should be ready for the next Council meeting. Mill 17 is now asking to use the parking lot as is, keeping it gravel, and has offered to pay for snow removal and salt service in the winter. Mill 17 also inquired about moving the Outdoor Farmer's Market. The City is considering Fannie Pell Park as a possible venue for the Farmer's Market.

11. Communications:

A motion by Steele, seconded by Wisnaski, to accept and place on file the December 2025 Investment and Fund Balance reports. On a voice vote, all voted in favor. Motion passed.

12. Accounts Payable:

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$1,249,882.50 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: Dale Burnham of 201 Prairie Ave. thanked Bob for snow removal, and Kevin for his efforts in resolving a campground situation within the City, and progress made toward taking care of the burned home on Mariette St.

14. Staff Comments:

Superintendent Nieuwenhuis shared that the Christmas decorations have been taken down, and wished everyone a Happy New Year.

Superintendent Keyzer stated that he is working on plant maintenance, doing some valve replacements and painting.

Director Callahan reminded everyone to slowdown for vehicles on the side of the road, sharing that the Chief of Hamilton's Fire Department was struck by a car while responding to call on the side of the road. He passed away from his injuries on Christmas Eve. All the surrounding communities sent Officers to cover Hamilton so the Fire Department could attend the memorial service.

Clerk Leonard reported had nothing to report.

City Manager Lakamper discussed the Plainwell Auto presentation and community feedback event scheduled for the Council meeting on Monday, January 26, 2026 at 7pm. The associated Agenda item will be consideration of whether City Council wishes to move forward with the land sale to Plainwell Auto.

He provided an update on Mill Building #2, sharing that the insurance company has settled on a payout amount of \$589k, which should cover the cost of demolition. The City will put out a bid for demolition, and hopefully will have significant progress made by spring. Councilmember Green asked if the demolition process would include haul away, and Lakamper answered yes.

Lakamper discussed the letter of concern from Weyerhaeuser about the development of the Mill site, stating that Weyerhaeuser hasn't proposed anything other than asking for more time. Their main concern is centered around future regulation changes dealing with PFAS. Watts Homes is aware of the letter, and wants to be sure they are able to develop both parcels. The City Attorney feels that there is no reason to delay development. The City has a new contact at EGLE. There is a meeting scheduled with Weyerhaeuser for the end of the month.

City Manager Lakamper addressed Dale Burnham's concerns with the fire damaged residence on Mariette St., stating that Plainwell's Code of Ordinances requires certain steps be followed. First, a hearing was scheduled and held, but the homeowner did not show up. The issue now goes to the Board, and then to Council for approval to go to court seeking demolition of the remains of the structure. Lakamper noted that Plainwell's Code of Ordinances is out of

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date, and the City is in the process of updating our Ordinances to adopt the International Property Management Code (IPMC), which is common and used federally. The City has about \$16k from the insurance claim from the fire to cover demolition costs. Progress is slow, but is being made.

Lakamper offered more information about IPMC code enforcement, sharing that it covers everything from grass and brush to demolition of dangerous structures. IPMC is used by communities everywhere, and has extensive case law support to back it.

15. Council Comments:

Mayor Pro Tem Steele and Councilmember Keeney wished everyone a Happy New Year.

16. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:41pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
January 26, 2025

JoAnn Leonard, City Clerk



"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: January 26th, 2026
SUBJECT: Consideration of NAPA Purchase Agreement

SUGGESTED MOTION: "Motion to approve authorize the City Manager to negotiate the sale of approximately 1 acre of real property of the parent parcel 55-030-076-01 with David Steffen for a price of \$40,000 per acre."

BACKGROUND INFORMATION: Local Plainwell Auto store owner David Steffen would like to purchase approximately 1 acre of the mill property to build a new building for his business. The City has been in conversations with David for approximately 1.5 years over this sale. In June of 2024 the City entered into a purchase agreement with David for one acre of land on the same property but in a different location. For a number of reasons, it was determined by both David and the City not to execute that agreement. The terms of the original purchase agreement, were that the closing costs would be split between David and the City, and the City would pay for the survey work that is needed to create the new parcel. The purchase agreement also stipulated that David would have 90 days for his inspection period, which will begin once the survey and title work has been completed. It also stipulated that the closing will take place after his site plan has been approved for the building. Ensuring that he will only purchase the land if he can build his store on the property. Since that original agreement, we moved the proposed location to be positioned along M-89 directly west of the cutout (see picture). The proposed location is in an area on the property that was cleaned up to "commercial standard" during the remediation. This means that this area can only be used for commercial development. This does not include any form of housing. We have also had the building designed to show the style and type of building that will be built if the sale goes through.

ANALYSIS: Bringing NAPA to the mill property on M-89 will allow David to build a larger store and grow his business. Having commercial businesses along M-89 would not prevent the proposed residential development from taking place on the rest of the property. Throughout this process there have been questions as to whether or not this development is compatible with the vision that the City has created for the property over the years during various charettes and visioning sessions. That activity culminated in the current master plan which contemplates the future land use for the mill to create a "traditional mixed use" area. This calls for a mix of housing and commercial uses on the property. During that master planning process the

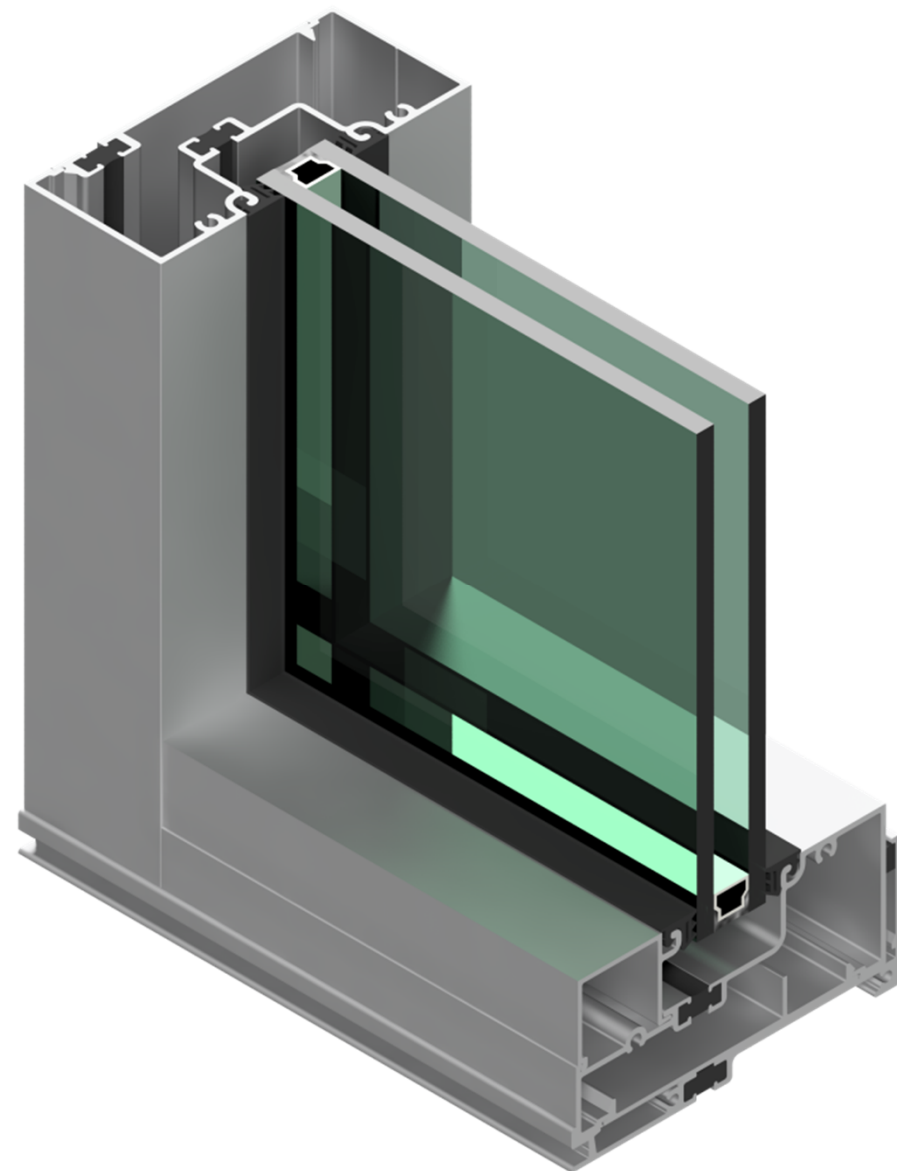
community was asked to identify which types of land use they envisioned on the property during a public meeting. The results of that meeting were that those present indicated that the area along M-89 should be used for retail businesses. One of the original concept drawings for the property included a greenspace on the property. This changed over time but has generally been in the area in front of or next to the mill buildings. This development does not impede a greenspace from being created in the future. Additionally, the building design process we asked the architects to create a building that would be compatible with other retail uses in the future as well as incorporating design elements from the mill buildings. To accomplish this, they have included brick/stone in the façade.

Despite this development having elicited some controversy over whether or not it is the best use for this property and whether or not it fits with the vision, I believe it is compatible in both use and vision. Mainly due to the fact that it is inline with the cities master plan, current zoning (CBD), commercial cleanup criteria, and brings needed development, and additional property taxes, to the property and the city generally. Additionally, it will help a long-standing business in the community expand and grow, which is something we strive to do for all of our businesses.

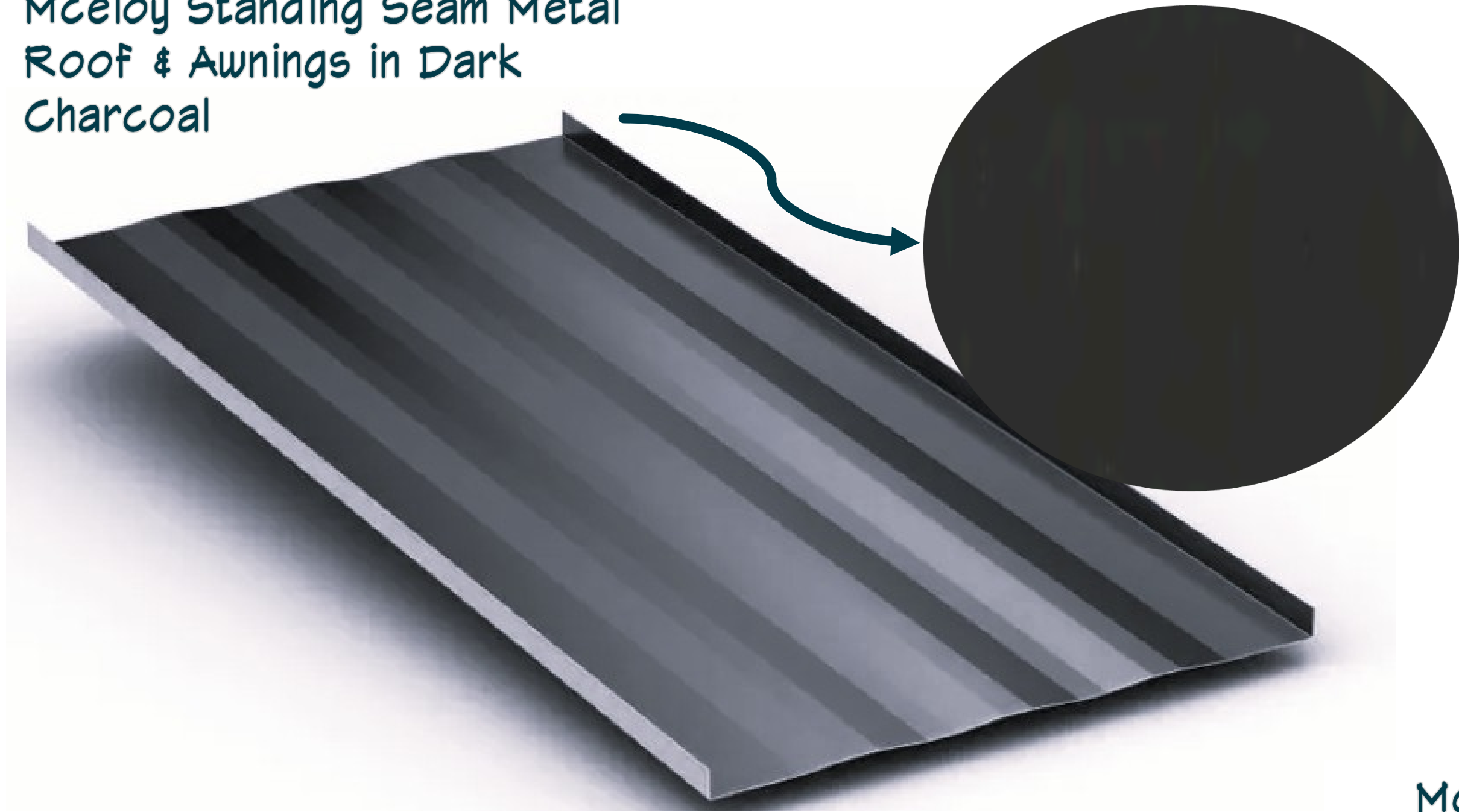
BUDGET IMPACT: This will add \$40,000, less the survey and closing costs, to the BRA Fund.

ATTACHEMENTS: Preliminary building design and site plan

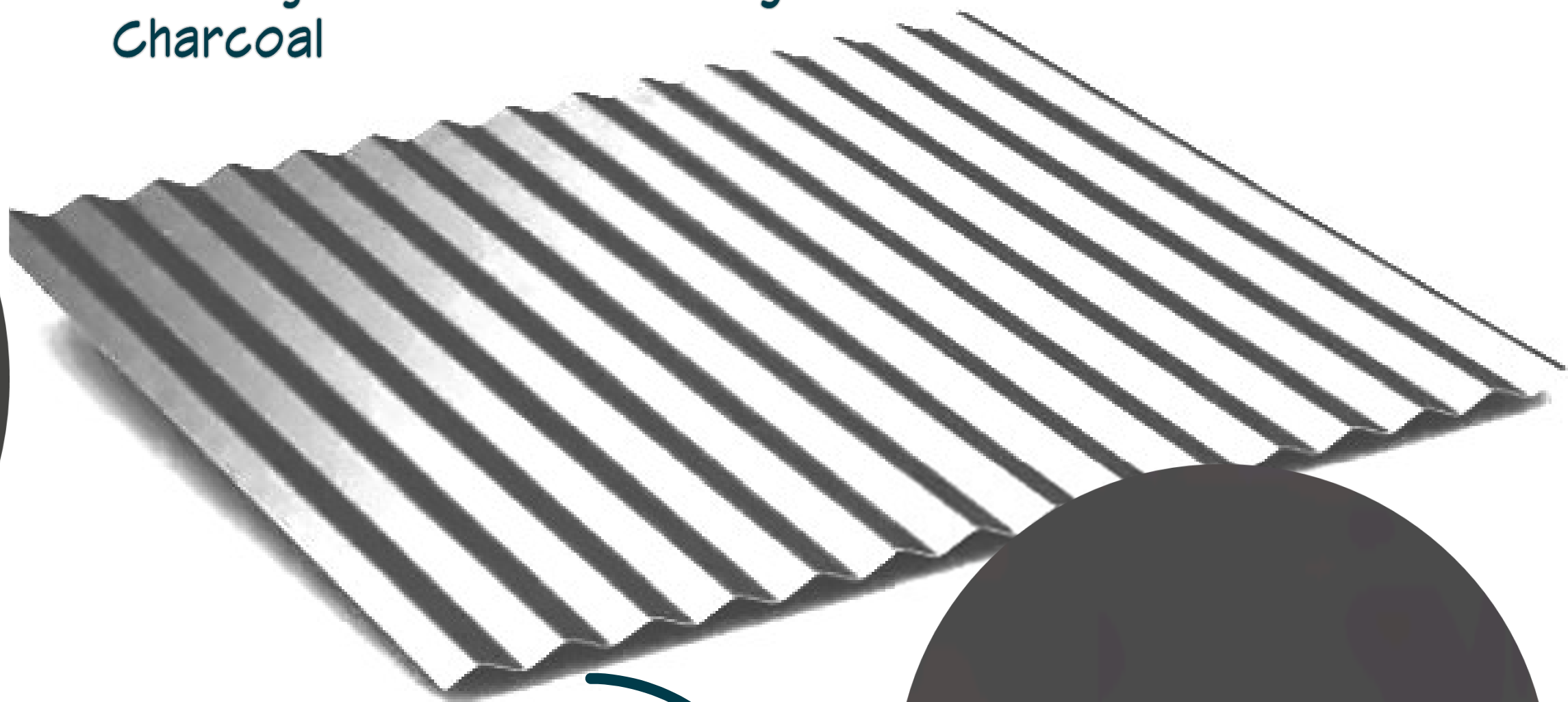
Storefront System in Clear Anodized Finish



Mcelroy Standing Seam Metal Roof & Awnings in Dark Charcoal



Mcelroy M-Cor Panel Siding in Charcoal



James Hardie Smooth Lap Siding Primed/Unfinished - Painted in SW 9177 Salty Dog



SW 9177 Salty Dog - Front Entry Columns + Exterior Door Paint Color

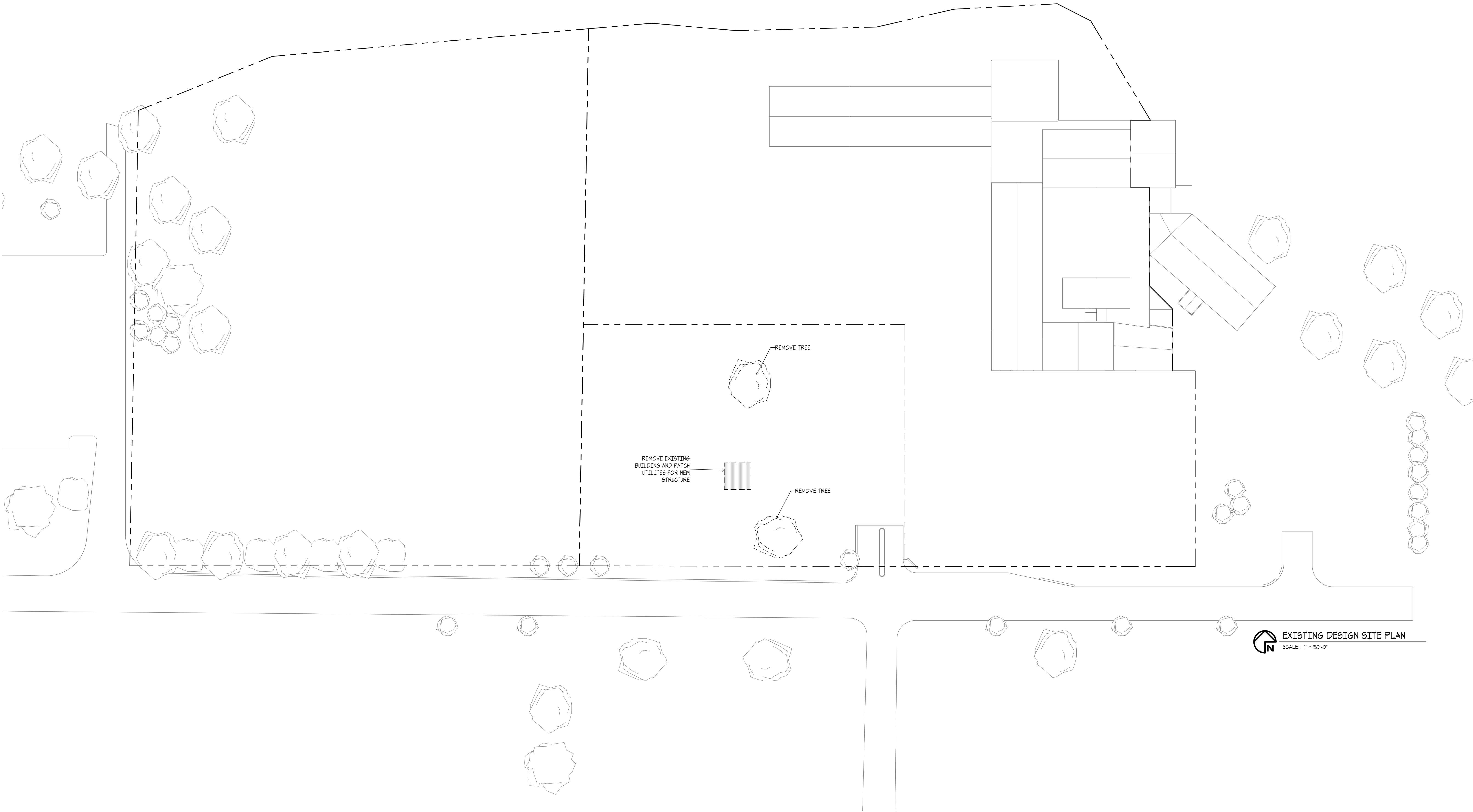
SW 7069 Iron Ore - Columns @ Backside of Bldg

Coronado Pro Ledge Stone in Oakbrook

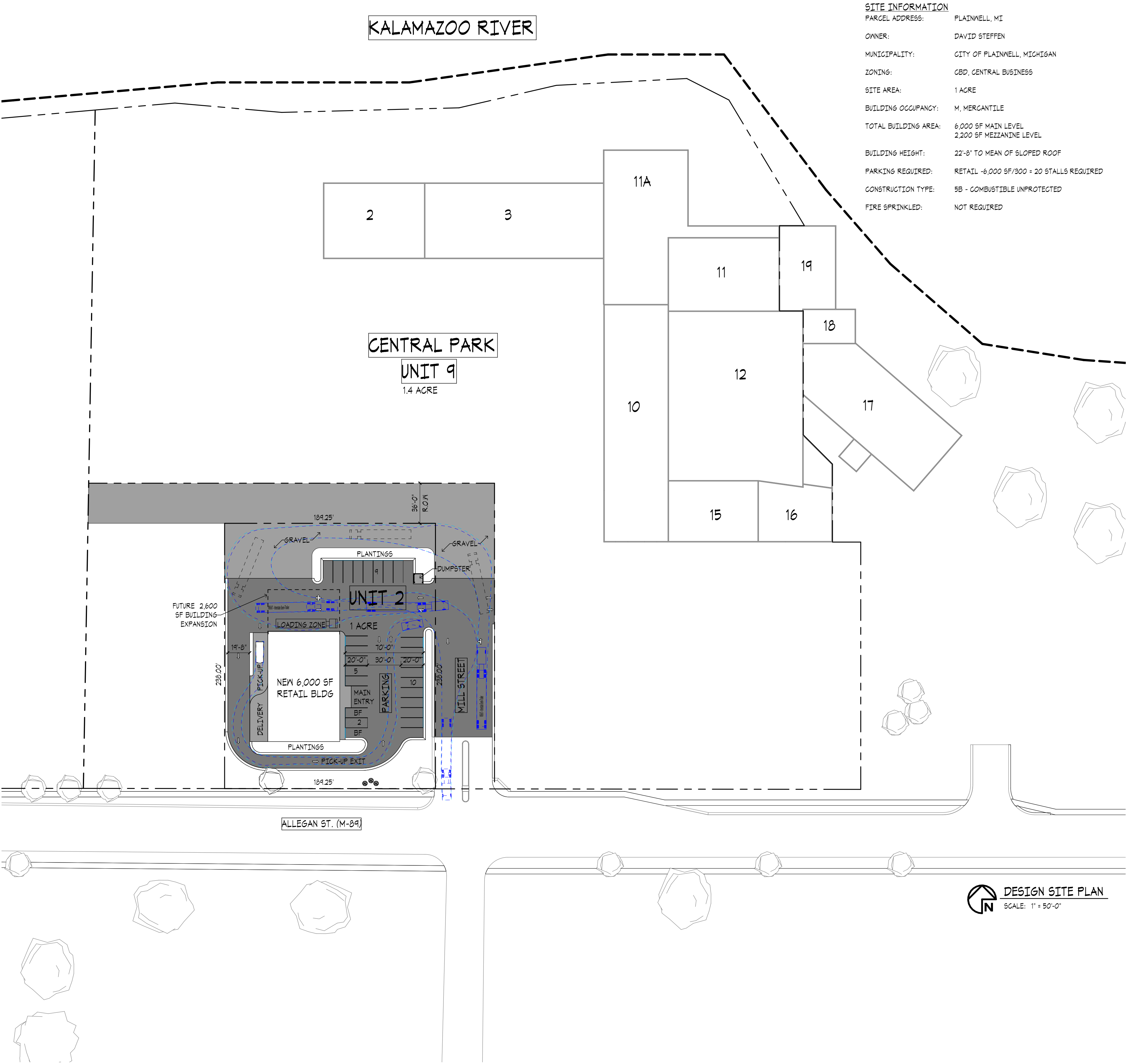


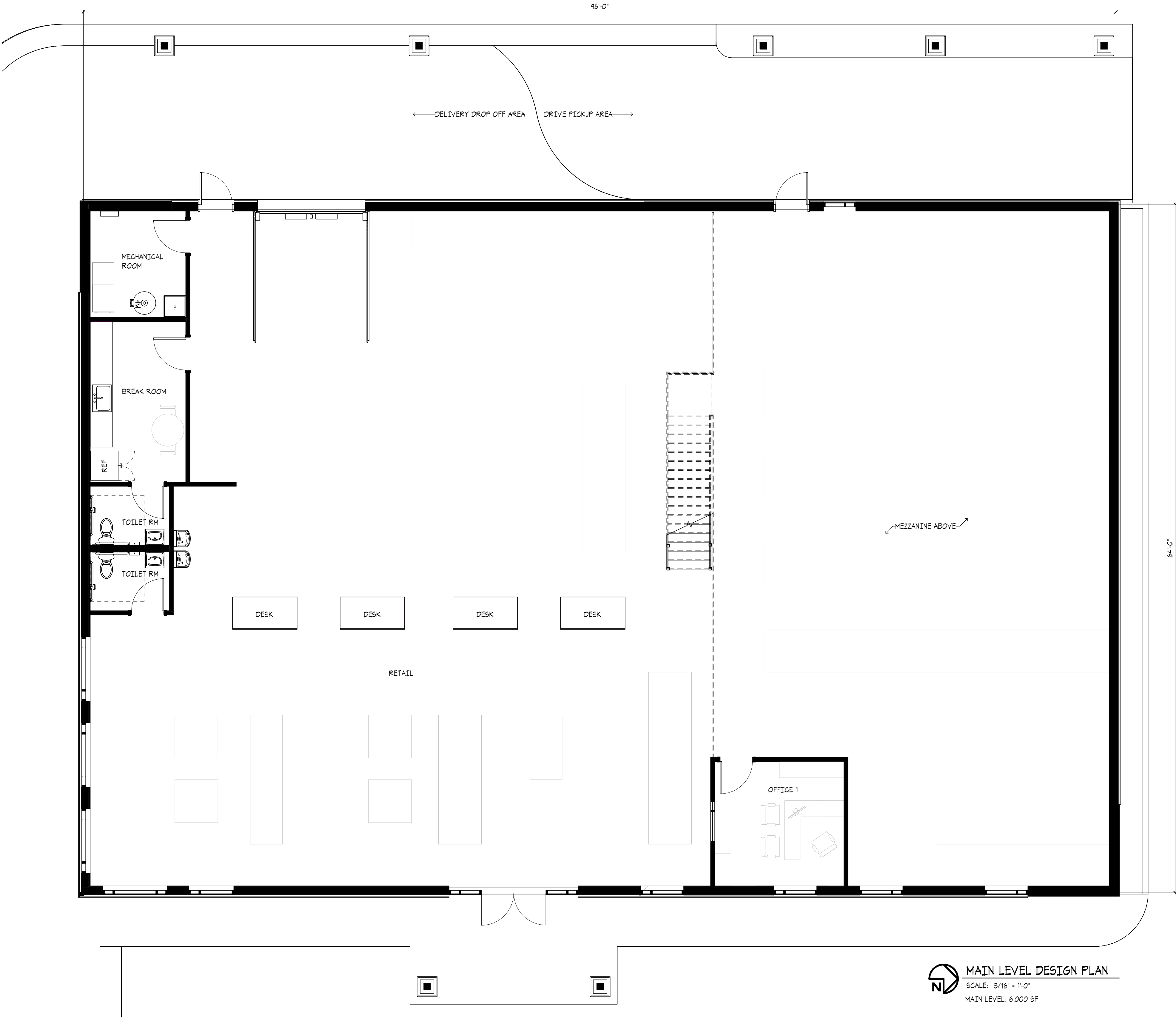


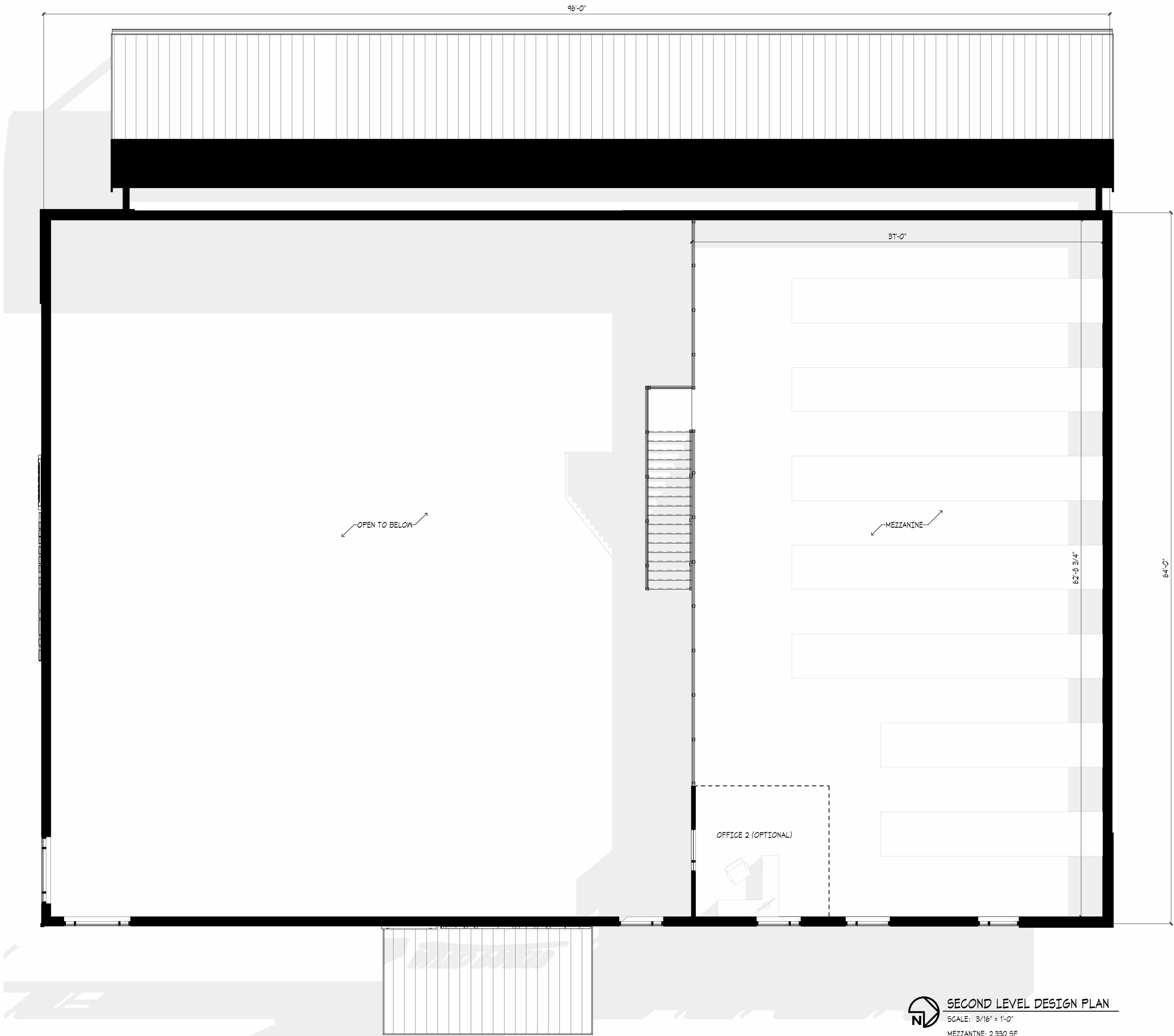





 EXISTING DESIGN SITE PLAN
SCALE: 1" = 50'-0"







 SECOND LEVEL DESIGN PLAN
SCALE: 3/16" = 1'-0"
MEZZANINE: 2,330 SF



NORTH ELEVATION DESIGN
SCALE: 3/16" = 1'-0"



EAST ELEVATION DESIGN
SCALE: 3/16" = 1'-0"



SOUTH ELEVATION DESIGN
SCALE: 3/16" = 1'-0"



WEST ELEVATION DESIGN
SCALE: 3/16" = 1'-0"



"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: January 26th, 2026
SUBJECT: Classic Auto Mill Purchase Agreement

SUGGESTED MOTION: "Motion to approve the sale of buildings located on the permanent parent parcel ID# of 55-030-076-01, subject to surveys, and authorize the City Manager and City Clerk to enter into a purchase/sale agreement for the property. Further authorize the City Manager and City Clerk to execute any documents or other agreements necessary to close on the sale of the property. 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: We have been negotiating with Classic Auto Factory, now Classic Auto Mill, for the six months to come up with an agreement to get their business into the remaining mill buildings. Their business includes the storage and repair of classic cars. Throughout those negotiations we discussed a purchase agreement, a long-term lease, and now are back to a purchase agreement. All of the remaining vacant buildings would be conveyed to Classic Auto Mill for \$1. There would also be a claw back provision should they not complete a list of renovations within three years.

ANALYSIS: This property is located on a federally regulated superfund site, which has heightened environmental scrutiny for the owners and users. Entering into a purchase agreement and ultimately selling the remaining buildings to CAM is preferable over a long-term lease, as it removes the cities involvement in future repairs, and remediation efforts within the buildings. The City currently has to pay to maintain the buildings and does not receive any tax revenue from them. The buildings are currently in need of significant renovation and remediation. Most notably, the roofs on building 10,12, and 16, need major repairs. Given the large amount of investment needed to make the buildings usable in any form necessitates the need to sell them for \$1. The value to the City will come in the form of development and putting the buildings on the tax rolls. While the buildings are aesthetically interesting, significant to Plainwell's history, located on the confluence of the Kalamazoo river and millrace, the City has not been able to attract a credible investor prior to CAM. They have proven themselves to be willing to engage and invest in the community and we expect them to be good stewards of these important buildings, while bringing additional commerce to Plainwell.

The agreement attached is in its final review from the cities environmental Council to ensure that we are meeting our obligations as a Bona Fide Purchaser of superfund property. We will receive their comments back on Monday, however their review is simply for environmental compliance, not regarding the terms of the sale. Therefore, the language of the proposed motion allows our City Attorney and myself to make needed changes to the purchase agreement to get it signed.

BUDGET IMPACT: None

ATTACHMENTS: Draft Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into as of the date indicated at the end of this Agreement (the "Effective Date") by and between the CITY OF PLAINWELL, a Michigan municipal corporation, whose address is 211 North Main Street, Plainwell, Michigan 4908 (the "Seller"), and Classic Auto Mill, LLC, a Michigan limited liability company (the "Purchaser") (collectively, the "Parties"), upon the terms and conditions stated below.

Article I

Background and Certain Definitions

Seller is the owner of certain real property described on **Exhibit A** and commonly known as _____ (the "Premises"). Subject to and in accordance with the provisions of this Agreement, Seller has agreed to sell and Purchaser has agreed to purchase all of Seller's interest in the Property (as defined in this Agreement) (the "Purchase").

1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Closing Date" shall mean at a time mutually acceptable in writing to Seller and Purchaser, no later than 30 days following the expiration of the Inspection Period and the completion of the conditions to closing as stated in Section 6.6.
- b. "Property" shall mean:
 - (i) the Premises, together with all the rights and appurtenances pertaining to the Premises, and including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way and easements (collectively, the "Land");
 - (ii) buildings and the other improvements on the Land (collectively, the "Improvements");
 - (iii) Excluding the "Utilities" (defined below), all fixtures owned by Seller upon the Land or within the Improvements, including, specifically, without limitation, heating, ventilation and air conditioning systems and equipment, telephone wires, computer network wiring, carpeting and draperies and curtains (collectively, the "Personal Property," regardless of whether such property constitutes personalty or fixtures pursuant to Michigan law); and
 - (iv) all of the right, title, and interest of Seller in and to (1) all warranties and guaranties (express or implied) issued to Seller in connection with the Improvements or Personal Property, (2) all of Seller's right to connect with and to utilize any private or public utility facilities now or hereafter serving the Property, to the extent transferable, (3) all licenses, permits, certificates of occupancy, and governmental approvals with respect to the Property or Improvements, and all development and similar agreements relating to governmental permits or utility services with respect to the Land, to the extent transferable, and (4) all plans and specifications for the Improvements that Seller may have (collectively, the "Intangibles").
- c. "Purchase Price" for the Property shall mean One Dollar (\$1.00).
- d. "Title Company" shall mean Sun Title Agency located at 6850 Stadium Dr Suite B,

Kalamazoo, MI 49009.

Article 2

Purchase and Sale

2.1 Agreement of Purchase and Sale. Seller agrees to sell and convey, and Purchaser agrees to purchase, upon the terms and conditions of this Agreement, the Property for the Purchase Price.

2.2 Payment of Purchase Price. The Purchase Price shall be payable at Closing in cash, official funds or wire transfer.

Article 3

Title and Survey

3.1 Commitment for Title Insurance. Promptly following the Effective Date, Seller shall obtain, at Seller's cost, a title commitment (the "Title Commitment") covering the Property underwritten by Title Company. The Title Commitment shall (a) name Seller as the fee simple owner of the Property and name Purchaser as the party to be insured, (b) show all matters affecting record title to the Property, and (c) bind Title Company to issue, on the Closing Date, an ALTA owner's policy of title insurance, without standard exceptions, or an equivalent endorsement to an existing policy acceptable to Purchaser (the "Title Policy"), provided Purchaser obtains at its sole cost and pays for such survey described in Section 3.2, below, and other documentation required for such Title Policy. The amount of insurance identified in the Title Commitment with respect to the Property shall be the Purchase Price.

3.2 Survey. Promptly following the receipt of the Title Commitment, Seller shall obtain, at Seller's cost, a boundary survey covering the Property, complying with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" currently established and adopted by ALTA and ACSM in 1992, and meeting the accuracy requirements of a Class A survey (the "Survey"). The legal description of the Property set forth in the Title Commitment shall conform exactly to the legal descriptions in the Survey required under this Section 3.2.

3.3 Review Period. Purchaser shall have ninety (90) days following delivery of the Title Commitment to notify Seller in writing of any material objections (as determined in Purchaser's sole judgment reasonably exercised) which Purchaser may have to any matter contained in the Title Commitment or Survey. Seller shall have seven (7) days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may (but shall not be required to) cure or remove each such objection or obtain title insurance against such objectionable condition in a manner acceptable to Purchaser. If Seller fails either to cure or remove an objection or obtain such title insurance with respect to the Property to the reasonable satisfaction of Title Company and Purchaser prior to the expiration of the Cure Period, Purchaser may either terminate this Agreement without liability or waive such objection and accept the condition of such title and survey to the Property as set forth in the Title Commitment and Survey with respect to the Property.

3.4 Owner's Policy of Title Insurance. On the Closing Date, the Purchaser will cause the Title Company to issue to Purchaser, at Purchaser's expense, a Title Policy or an equivalent endorsement to an existing policy acceptable to Purchaser in conformity with the Title Commitment. The Title Policy or update of the existing policy shall insure title to the Property in

the amount described above, without standard exceptions, provided Purchaser complies with the requirements for such a “without exceptions” Title Policy described in Section 3.1, above. Seller shall deliver any owner’s affidavits or similar documents to Title Company to facilitate the removal of the standard exceptions in the Title Policy or the update of the existing title policy, subject to the above.

Article 4 **Inspection Period**

4.1 Right of Inspection. For a period of one hundred and eighty (180) days immediately following the execution of this Agreement (the “Inspection Period”), Purchaser shall have the right to make a physical inspection of the Property and to examine all books and records maintained by Seller relating to the Property. As soon as practical, Seller shall deliver to Purchaser copies of: (a) BEA conducted by Fishbeck, Thompson, Carr & Huber, Inc. on October 8, 2006, (b) Technical Memorandum dated September 12, 2025 and a draft Soil Management Plan dated January 1, 2026, (c) mechanical and engineering reports if any, (d) structural or roofing inspection reports, if any, (e) certificates of occupancy, if any, (f) full and complete copies of all leases, agreements, and communications with tenants, if any, (g) plans and specifications pertaining to the Property if and to the extent available, (h) copies of all equipment and other personal property leases for any personal property used in conjunction with the Property and all contracts affecting or relating to the Property, if any, (i) the Declaration of Environmental Protection Easement and Declaration of Restrictive Covenant dated March 16, 2005 recorded at Liber 2811, Page 594, (j) the current draft form of the new Declaration of Restrictive Covenant and Environmental Protection Easement (more specifically described in Section 4.3) and (k) any notices and other correspondence which have been received from insurance companies with regard to updates, repairs, building code violations, and pending government actions with respect to the Property, in Seller’s or their agent’s possession or control. Purchaser agrees to indemnify, defend, and hold Seller harmless of and from any claim for loss, costs, claims, damages, settlements, administrative penalties, violation of applicable federal, state, or local law, and injuries arising from or related Purchaser’s inspection, testing, or assessment of the Property pursuant to this Agreement, and, notwithstanding anything to the contrary in this Agreement, such obligation to indemnify shall survive the Closing Date or any termination of this Agreement. All inspections shall occur at reasonable times and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller or their agents or occupants. The indemnity, defense, and hold harmless provisions of this Section 4.1 shall survive the Closing. Purchaser shall give Seller prior notice of the dates and times of any anticipated inspections so that those may be coordinated with Seller’s schedule.

4.2 Environmental Matters. During the Inspection Period, Purchaser may, at its expense, conduct an environmental assessment of the Property in one or more phases, including the procurement and analysis of samples of soil, groundwater, indoor air, or any other environmental medium, and any building component or other material located at the Property. The entire environmental assessment, including the generation of any reports or follow-up procedures, shall be completed within the time period noted at the beginning of this Paragraph. Seller shall provide reasonable access and information to Purchaser and otherwise reasonably cooperate with Purchaser in the environmental assessment. Purchaser shall have the right to interview representatives of Seller who have knowledge of conditions and events relevant to the operating history or environmental condition of the Property. Purchaser may, at Purchaser's expense and

with Seller's prior written approval, prepare and submit to the Michigan Department of Environment, Great Lakes and Energy ("EGLE") a "baseline environmental assessment," or "BEA," pursuant to Section 26 of Part 201, MCL 324.20126. In the event Purchaser is not able to obtain a BEA, Purchaser may terminate this Agreement by notice to Seller pursuant to Section 4.3. Purchaser may also, at its expense, prepare a plan to meet due care obligations at the Property imposed under Section 7a of Part 201, MCL 324.20107a. If any environmental condition is disclosed by the environmental assessment, then, as Purchaser's sole remedy, Purchaser may terminate the Agreement before the expiration of the Inspection Period described above pursuant to Section 4.3.. If Purchaser shall fail to complete any environmental investigations or terminate this Agreement within the Inspection Period, Purchaser shall be considered to have waived any objection to the environmental condition of the Property.

Purchaser acknowledges that Purchaser has had the opportunity to investigate all matters of interest pertinent to the Property, including, without limitation, its environmental condition and history. Except as caused by or related to an intentional act or material omission of Seller, Purchaser shall bear all responsibility and liability that is or may be asserted, claimed or determined in respect of the Property after the Closing from any cause, regardless of whether the responsibility and liability arose or might have arisen, or was or might have been caused by acts or omissions occurring, before Closing. Except as caused by or related to an intentional act or material omission of Seller, Purchaser hereby releases Seller from all responsibility, claims, obligations, and liability arising from or associated with (i) the presence or release of any hazardous substance or solid or hazardous waste (as those terms are defined in applicable federal and state environmental protection laws and regulations, including, without limitation, petroleum and its derivatives, polychlorinated biphenyls, radon gas, urea formaldehyde foam insulation and asbestos relating to the Property; and (ii) any environmental matters associated with or arising from the condition or use of the Property prior to, on or after the Closing. This release shall survive the Closing indefinitely.

4.3 Environmental Disclosure. Seller discloses to the Purchaser that the Property is part of the Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site (MID006007306), specifically Operable Unit 7 ("OU7") ("Site"). The Site was placed on the National Priorities List ("NPL") on August 30, 1990, and is a "facility", as that term is defined in Section 101(9) of CERCLA and as defined in Part 201 (Site ID 03000212). Response activities at the Site, including at the Pr, are the subject of a Consent Decree entered into by the United States and Weyerhaeuser, entered with the District Court of Delaware on January 3, 2005 ("Consent Decree"). In connection with Seller's acquisition of the Property and certain adjoining land, a BEA was conducted by Fishbeck, Thompson, Carr & Huber, Inc. on October 8, 2006 and submitted to EGLE, a copy of which Purchaser acknowledges having received prior to execution of this Agreement. The BEA describes the general nature and extent of contamination on the Property and certain adjoining land as of the date of the BEA. Response activities by Weyerhaeuser are ongoing, and the current general nature and extent of contamination on the Property include soil and groundwater contaminants exceeding generic residential cleanup criteria promulgated under Part 201 (Part 201 GRCC). Soil material containing volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and metals are present at and around the Property at levels exceeding Part 201 GRCC. Per- and polyfluoroalkyl substances have also been detected in groundwater at the Property, including detections above Part 201 GRCC. The most recent reports provided to Seller are a Technical Memorandum dated September 12, 2025 and a draft Soil Management Plan dated

January 1, 2026, both prepared by GHD, copies of which Purchaser acknowledges having received from Seller prior to execution of this Agreement. Additional reports relevant to the Site and the Property are on file with EGLE and EPA.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANT DATED MARCH 16, 2005, AND RECORDED WITH THE ALLEGAN COUNTY REGISTER OF DEEDS AT LIBER 2811, PAGE 594 (the “Restrictive Covenant.”) Purchaser acknowledges having received a copy of the Restrictive Covenant prior to execution of this Agreement.

Weyerhaeuser continues to perform response activities, requiring access to the Property. Weyerhaeuser has also proposed a new draft Declaration of Restrictive Covenant and Environmental Protection Easement for the Premises (“DRC”), a copy of which Purchaser acknowledges having received from Seller prior to execution of this Agreement, and Purchaser further consents to the recording of the DRC if and as fully approved by all relevant parties.

Purchaser acknowledges and agrees that Seller reserves the right to modify, amend, supplement, or add additional covenants or restrictions to the Property, in addition to the terms of the Restrictive Covenant and DRC, provided said covenants or restrictions do not materially interfere with the Purchaser’s use of the Property. Purchaser shall promptly upon the request of the Seller execute any instruments or consents necessary to document or effectuate such additional covenants or restrictions and Tenant’s consent thereto. .

4.4 Right of Termination. In the event Purchaser determines that they do not wish to proceed with the Purchase during the Inspection Period, Purchaser shall have the right, within ten (10) days of the expiration of the Inspection Period, to terminate this Agreement by delivery of a written notice to Seller (the “Notice of Termination”). Upon timely delivery by Purchaser of the Notice of Termination, this Agreement shall terminate. Purchaser agrees that if it terminates this Agreement as described in the previous sentence, it shall, promptly upon delivering the Notice of Termination, deliver to Seller any documentary, correspondence, and similar materials obtained by them in connection with their inspection of the Property (including, without limiting the generality of the foregoing, environmental reports, mechanical and structural engineering reports, aerial maps, lien and litigation searches, marketing studies). In the absence of timely delivery of any such Notice of Termination, Purchaser shall be deemed to have fully waived the Inspection contingency set forth in this Article 4.

4.5 Extension of Inspection Period. In the event that Purchaser’s environmental site assessment consultant identifies the existence of recognizable environmental conditions, as such term shall be most broadly defined, and Purchaser provides Seller with notice that Purchaser wishes to conduct further phases of environmental assessment, including reasonably invasive or geotechnical testing or examinations, soil borings or samplings, the Inspection Period shall be extended by an additional one hundred and eighty (180) days to permit Purchaser to complete such additional environmental assessment. Purchaser shall access the Property as permitted under Section 4.1 in a manner intended to minimize, to the extent practicable, the disruption of Seller’s business operations thereon.

Article 5

Utilities; Shared Wall Easement; Land Division

5.1 **Utilities.** The Parties acknowledge that in the basement of building _____ are existing utilities serving the adjoining City-owned property including water, sewer, boiler heating system, air conditioning, and electrical and electrical panels, and related lines, wires and appurtenances (collectively, the “Utilities”). Prior to the Closing, the Parties shall cooperate to prepare a mutually agreeable utilities and access agreement granting permanent rights for the City to operate, maintain, and repair the Utilities and governing the shared use and maintenance of any of the Utilities that may be shared with Purchaser (the “Access and Utilities Easement”).

5.2 **Shared Wall Easement.** The Parties acknowledge the need for a shared wall easement between building 3 and building _____. Prior to the Closing, the Parties shall cooperate to prepare a mutually agreeable shared wall easement governing use and maintenance of the shared wall (the “Shared Wall Easement”).

5.3 **Land Division.** Prior to the Closing, the Seller shall take reasonable steps to establish the Property as a separate, distinct legal parcel (the “Land Division”).

Article 6

Closing

6.1 **Time and Place.** The closing shall be held at the offices of the Title Company, or at such other place as Seller and Purchaser may agree (including remote signing), on the Closing Date (the “Closing”). At the Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 6.2 and Section 6.3, the performance of which obligations shall be concurrent conditions.

6.2 **Seller’s Obligations at Closing.** At Closing, Seller shall:

- a. assign, convey, transfer and set over unto Purchaser, and such other persons and entities as may be designated by Purchaser in accordance with Section 11.3, all of Seller’s right, title and interest in the Property via a covenant deed in substantially the same form as that attached hereto as Exhibit and such other documents as may be customary or reasonably required to vest marketable title to the Property in Purchaser;
- b. join with Purchaser in the execution of a closing statement (the “Closing Statement”);
- c. pay any state and county transfer tax which Seller is required to pay, and pay Seller’s share of real estate taxes as follows: Current real estate taxes, except special assessments, shall be prorated to the date of closing and shall be deemed to cover the calendar year in which they become due and payable. Taxes shall be deemed

due and payable as follows: Winter taxes - December 1st; Summer taxes - July 1st or August 1st. Seller shall pay such real property taxes for the period of time up to the date of Closing. Purchaser shall pay such taxes due on the Closing and thereafter. The balance amount owing of the lien of any special assessments shall be paid by the Seller at the time of Closing. Special assessments becoming a lien after acceptance of this agreement will be paid by the Purchaser;

- d. deliver to Purchaser all permits and licenses in Seller's possession for the operation of the Property, or any part of the Property.;
- e. deliver to Purchaser copies of all books and records and original plans and specifications pertaining to the Property in Seller's possession;
- f. deliver to Purchaser all available keys in Seller's possession with respect to the Property;
- g. provide for the discharge of any and all mortgages, liens, and other encumbrances on the Property, except those easements, rights-of-way, and other restrictions shown on the Title Commitment to which there has been no objection from Purchaser or as otherwise provided by this Agreement;
- h. assign any leases related to the Property to Purchaser;
- i. deliver a fully executed, recordable Shared Wall Easement and Access and Utilities Easement.

6.3 Purchaser's Obligations at Closing. At Closing, Purchaser, and such other persons and entities as may be designated by Purchaser in accordance with Section 11.3, shall:

- a. pay to Seller the amount of the Purchase Price; and,
- b. join with Seller in the execution of such documents as may be customary or reasonably requested by Seller to reflect the Purchase.
- c. deliver a fully executed, recordable Shared Wall Easement and Access and Utilities Easement.

6.4 Credits and Prorations.

- a. The following items shall be apportioned between Seller and Purchaser as of 12:01 a.m. Eastern Standard Time, on the Closing Date, as if Purchaser were vested with title to the Property on the Closing Date, and the net amount shall be settled as provided below:
 - (i) Special Assessments. Special assessments which have become liens against the Property shall be the obligation of Seller;
 - (ii) Other Expenses. All other expenses relating to the ownership and operation of the Property shall be apportioned between the Parties such that Seller shall be deemed to have been obligated for all expenses relating to the period prior to Closing and Purchaser shall be obligated for all expenses relating to the period on or after Closing. "Expenses" shall be deemed to include, but shall not be limited to, the following:
 - A. payments under contracts for services, operations, maintenance, and security for the Property;
 - B. gas, electricity, and other utility charges, on the basis of the most recent

meter readings occurring prior to Closing; and

C. water and sewer charges.

- b. All other matters with respect to all prorations and adjustments described in this Section 6.4 shall be effected by increasing or decreasing, as appropriate, the amount to be paid by Purchaser to Seller at Closing. The provisions of this Section 6.4 shall survive the Closing.

6.5 Closing Costs. At Closing, **Seller** shall pay (a) any transfer tax, documentary stamp tax, or similar tax which becomes payable by reason of the transfer of the Property, (c) the cost of the owner's policy premium and title commitment, as charged by the Title Company in its ordinary course of business, and (d) all recording and filing fees for the removal of any clouds upon or encumbrances to title which are required to be removed due to Purchaser's objections. **Purchaser** shall pay (1) all recording and filings fees for transfer of the Property, (2) the fees of any counsel, financial adviser, or broker representing Purchaser in connection with the Purchase, (3) the fees for all third party consulting or due diligence work contracted for by Purchaser, including, but not limited to, any Survey or engineering reports and environmental site assessments, and (4) any additional costs incurred for endorsements to the Title Policy (other than as provided in Section 3.1 hereof). All other costs and expenses incident to the Purchase and the Closing shall be paid by the Party incurring them. The obligations of the Parties to pay the amounts stated above shall survive the Closing such that if any amounts to be paid become known following the Closing, the responsible Party shall pay the required amounts promptly upon being informed of the amount owing.

6.6 Conditions to Closing. Each Party's obligation to proceed to and complete the Closing shall be subject to the conditions provided below:

- a. The obligation of Purchaser to close the Purchase is subject to the completion of the following conditions:
- (i) all of the representations, warranties, and covenants of Seller as provided in Article 7 are true and correct and remain true and correct as of the Closing Date;
 - (ii) all objections of Purchaser with regard to the Title Commitment, the Survey, or from their inspections have been cured or waived ;
 - (iii) Seller shall have assigned any leases related to the Property and the Property shall be otherwise available for immediate occupancy by Purchaser;

(iv) The Seller has obtained the Land Division. 6.7 Option to Repurchase. The parties have agreed upon certain improvements to be completed at the Property by Purchaser after Closing as further outlined on the attached Exhibit C (the "Improvements"). The Improvements may be modified at any time by mutual written agreement of the parties. In the event Purchaser does not complete an item listed on the Improvements within three (3) years of Closing, Seller may give written notification to Purchaser of the failure to complete the item listed on the Improvements and Purchaser shall have one hundred twenty (120) days to cure the failure by completing the Improvements. If Purchaser fails to cure, Seller shall have the right, but not the obligation, to repurchase the Property from the Purchaser for a price equal to the Purchase Price. In the event that Seller elects to repurchase the Property, the conveyance of the Property shall be by covenant deed conveying such title to the Seller as that received at Closing, with title to be in the same condition as received by Purchaser, free and clear of any liens and encumbrances and

subject to the terms of a standard purchase agreement. Purchaser shall be responsible for the payment of transfer taxes due at the time of the conveyance.

Article 7
Representations, Warranties, Covenants and Cross Indemnification

7.1 Representations, Warranties, and Covenants of Seller. Seller represents and warrants to, and covenants with, Purchaser the following, which representations, warranties, and covenants shall remain true as of the Closing Date, subject to changes arising in the ordinary course of business or permitted under this Agreement, provided that Purchaser shall be notified of the same, and shall survive the consummation of the Purchase and upon each of which Purchaser do and shall continue to rely:

- a. Except as shown on the Title Commitment, Seller is the fee title owner of the Property.
- b. Except as shown on the Title Commitment or disclosed in this Agreement, to the knowledge of Seller, there are no unrecorded or undisclosed legal or equitable interests in the Property owned or claimed by any party other than Seller.
- c. Except as shown on the Title Commitment, to the knowledge of Seller, there is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no proposed assessments or any public improvements affecting the Property which have been ordered to be made and/or which have not been completed, assessed, and paid for.
- d. Seller has received no notice of, and has no knowledge of, any existing or threatened condemnation, eminent domain proceeding, or any action of a similar kind or any change, redefinition, or other modification of the zoning classification which would affect the Property.
- e. To the knowledge of Seller, there is no lease, occupancy agreement or any right whatsoever in any party to occupy the Property, or any part which will survive the closing date.
- f. Seller is the owner of all Personal Property, subject to no liens, security interests, or encumbrances whatsoever, except the mortgage liens or security interests expressly permitted by this Agreement and liens for taxes not yet due and payable.
- g. Seller has no knowledge of any material defect, whether latent or patent, existing as of the Effective Date with respect to the Improvements, normal wear and tear and normal repair and replacement excepted.
- j. Seller is not currently a party to any proceedings under any applicable bankruptcy, reorganization, insolvency, or similar laws.
- k. At or prior to the Closing, Seller shall use reasonable efforts to promptly notify Purchaser of any material change in any condition which comes to Seller's attention with respect to the Property or of any event or circumstance which makes any representation or warranty to Purchaser under this Agreement untrue or misleading, or any covenant of Seller under this Agreement incapable or less likely of being performed.

- l. Seller agrees to operate the Property consistent with its prior operation.
- m. The Property is free and clear of all liens, pledges, encumbrances and security agreements except those which are to be assumed under this Agreement, disclosed in the Title Commitment, or paid off at Closing, and there are no outstanding debts or liabilities which are known, have been claimed, or of which Seller has received any type of notice outstanding against Seller or the Property except those which are currently being incurred in the ordinary course of business and which will be paid at closing or otherwise accounted for as provided in Section 6.4.

Notwithstanding anything contained in this Section 7.1 to the contrary, if Purchaser discovers any material breach of or material errors or omissions in Seller's representations or warranties at any time prior to the Closing, Purchaser shall be able to cancel and terminate this Agreement by notice to Seller. If Purchaser discovers a material breach of, or material errors or omissions in, any representation or warranty subsequent to their acquisition of the Property, Purchaser shall have such remedies as are allowed under Michigan law, provided that notwithstanding anything contained in this Section 7.1, such representations and warranties shall survive for one (1) year following the Closing, only.

7.2 Definition of "Knowledge" of Seller. Wherever the word "knowledge" or any derivation is used with regard to any representation or warranty made by Seller, it shall mean the current actual knowledge of Seller, and the actual knowledge of any person who, from to time, occupy the positions of agents, members, managers, shareholders, directors or officers of Seller with no duty to investigate or research.

7.3 Representations, Warranties, and Covenants of Purchaser. Purchaser represents and warrants to, and covenants with Seller, the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date and shall survive the consummation of the Purchase and upon each of which Seller do and shall continue to rely:

- a. Purchaser has the full right, power, and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations under this Agreement;
- b. All requisite actions necessary to authorize Purchaser to enter into this Agreement and the remaining agreements provided for and to carry out their obligations have been, or by the Closing Date will have been, taken;
- c. All documents and agreements executed and delivered by Purchaser in connection with the Purchase shall be binding upon, and enforceable against, Purchaser; and
- d. As used in this Section 7.3, the representations and warranties made by and/or with respect to Purchaser under this Section 7.3 shall be deemed to be made by and/or shall be applicable to any assignee of Purchaser's rights, duties and obligations under this Agreement pursuant to Section 11.3.

Notwithstanding anything contained in this Section 7.3, such representations and warranties shall survive for one (1) year following the Closing, only.

Article 8

Default

8.1 Default by Purchaser. In the event that Purchaser fails to consummate the Closing for any reason not permitted by this Agreement, except Seller's default, Seller shall be entitled, as Seller's sole remedy, to terminate this Agreement and recover the direct and calculable expenses, if any, incurred to that point of this transaction, including Seller's reasonable costs and attorney fees connected with the preparation and negotiation of this Agreement, and connected with the enforcement of Seller's rights hereunder provided Seller is the prevailing party.

8.2 Default by Seller. In the event that Seller shall fail to consummate this Agreement for any reason, except Purchaser's default, Purchaser shall be entitled to (a) terminate this Agreement and Purchaser shall be entitled to recover all costs and expenses which it has incurred in negotiating for the transaction, including all due diligence costs and expenses for appraisals, surveys, title insurance, inspection trips, staff reviews, their reasonable attorney fees in preparing and negotiating the documents for the transaction and the attorney fees and any other costs of enforcing the collection of those amounts provided Purchaser is the prevailing party.

8.3 Notice of Default. In the event either Party shall claim that the other Party is in default under this Agreement, it shall give notice to the other Party of such claimed default. The non-defaulting Party shall have ten (10) days after receipt of notice of the claimed default to either cure same or, by notice to the other Party, dispute the claimed default. If Seller elects to cure the default, Seller shall have up to thirty (30) days to do so and, if necessary, Closing shall be deferred until the default is cured.

Article 9 Risk of Loss

9.1 Minor Damage. In the event of loss or damage to the Property, or any portion of the Property, which is not "major" (as defined in Section 9.2), this Agreement shall remain in full force and effect, provided that Seller either perform any necessary repairs to restore the Property to the condition it was in at the time of this Agreement, or, at Seller's option, the Purchase Price shall be reduced by an amount sufficient to cover the cost of such repairs, as determined by such architect and contractor as Purchaser may hire to review and estimate the cost of the repairs. All right, title, and interest to any claims and proceeds with respect to any casualty insurance policies related to the damage to the Property shall be the property of Seller. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly, and the date of the Closing shall be extended a reasonable time in order to allow for the completion of such repairs.

9.2 Major Damage. In the event of a "major" loss or damage, either Seller or Purchaser may terminate this Agreement without liability. For purposes of Sections 9.1 and 9.2, "major" loss or damage refers to the following: (a) loss or damage to the Property, or any portion of the Property, such that the cost of repairing or restoring the Property to a condition substantially identical to that of the Property prior to the event of damage would be, in the opinion of a mutually acceptable licensed architect, equal to or greater than Fifty Thousand and No/100 Dollars (\$50,000.00) and (b) any loss due to a condemnation which permanently and materially impairs the current use of the Property.

Article 10
Advisory Fees/Commissions

10.1 Advisory Fees/Commissions. Each Party agrees that should any claim be made for financial advisory fees, brokerage commissions, or finder's fees by any advisor, broker, or finder by, through, or on account of any acts of said Party or its representatives, that Party will hold the other Party free and harmless from and against any and all related loss, liability, cost, damage, and expense. The provisions of this Section 10 shall survive the Closing.

Article 11
Miscellaneous

11.3 Assignment. Purchaser may not assign its rights, duties, and obligations under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion. Notwithstanding the foregoing, Purchaser may assign their rights, duties, and obligations under this Agreement, without Seller's consent, to any entity or entities in which Purchaser, directly or indirectly, holds a controlling interest, provided that Purchaser notifies Seller in writing of the assignment at least five (5) days prior to the Closing Date and furnishes Seller with an executed assignment agreement executed by Purchaser and the assignee, whereby the assignee assumes all of Purchaser's agreements, obligations and liabilities under this Agreement and affirms that the representations and warranties of "Purchaser" under this Agreement are true, complete, and accurate with respect to such assignee.

11.4 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States registered or certified mail, return receipt requested, postage prepaid, , and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this Section 11.4. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to Seller:

City of Plainwell
City Manager
211 N. Main Street
Plainwell, MI 49080
Email: [JLakamber@plainwell.org]
Bloom Sluggett, PC
161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49503
≡
Email: [blake@bloomsluggett.com_]

If to Purchaser:

Email: [_____]

With a Copy To:



Willis Law
Attn: Davis C. Martin
491 W. South Street
Kalamazoo, MI 49007
Fax #: 269-492-1042
Email: dmartin@willis.law

11.5 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification, or discharge is sought.

11.6 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday.

11.7 Time of Essence. Seller and Purchaser agree that time is of the essence of this Agreement.

11.8 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the Parties.

11.9 Entire Agreement. This Agreement, including the exhibits, contains the entire agreement between the Parties pertaining to the Purchase and fully supersedes all prior agreements and understandings between the Parties pertaining to the Purchase.

11.10 Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other actions, whether prior or subsequent to any Closing, as may be reasonably requested by any other Party to consummate more effectively the Purchase.

11.12 Counterparts/Electronic Signature/Copies. This Agreement may be executed electronically and in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Further, reproductions of this Agreement, with reproduced signatures, shall be considered as valid as the original of this Agreement.

11.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining of this Agreement shall nonetheless remain in full force and effect.

11.14 Applicable Law. This Agreement shall, in all respects, be governed by, and

construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Kalamazoo County, Michigan.

11.15 No Third Party Beneficiary. The provisions of this Agreement and the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. Accordingly, except as specifically set forth above, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

11.16 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection.

11.17 Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments.

11.18 Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminate this Agreement pursuant to a right of termination granted under this Agreement, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated to survive the termination of this Agreement.

The Parties have signed this Purchase Agreement to be effective as of the last date indicated below.

SELLER

CITY OF PLAINWELL, a Michigan municipal corporation:

By: Brad Keeler

Its: Mayor

By: JoAnn Leonard

Its: City Clerk

PURCHASER

Classic Auto Mill, LLC

By: Darius Grigaliunas

Its: Sole Member

EXHIBIT A
The Premises

Buildings 3, 11A, 11, 12, 10, 15, and 16 as outlined below subject to survey.



EXHIBIT B
Covenant Deed

Covenant Deed

_____, whose address is _____
_____ (Grantor) conveys, grants, bargains, remises, aliens, and
confirms to

_____,
whose address is _____ (Grantee)
the premises commonly known as [address] in [township / village / city], [county],
Michigan, described as

[insert legal description and tax parcel identification number]

(the "Property")

with all the tenements, hereditaments, and appurtenances to it, for \$1 subject to all easements, covenants, conditions, and building and use restrictions, if any, the lien of taxes not yet due and payable, and zoning ordinances. Grantor covenants and agrees that Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the Property, or any part of the Property, to be charged or encumbered in title, estate, or otherwise except as aforesaid.

The Grantor reserves for itself and its successors and assigns a permanent easement to enter the Property as reasonably necessary to conduct any environmental activities, including investigations, sampling or monitoring, as required by EGLE, to comply with applicable laws or regulations, including Section 7a of Part 201, or as deemed reasonably necessary by Seller (the "Environmental Access Easement"). At all times and for all activities under the Environmental Access Easement, Grantor will not injure, impair, or destroy any of Grantee's improvements on the Property and must conduct its activities to the greatest extent possible such that Grantee's operations are not unreasonably affected by such activities.

The Property is conveyed pursuant to a certain Real Estate Purchase Agreement between the Grantor and Grantee (the "Agreement") and on the express condition that Grantee fulfill all the terms and conditions applicable to Grantee set forth in the Agreement said terms running with the land and binding the Grantee and its successors and assigns. If Grantee fails to fulfill all the terms of the Agreement applicable to Grantee, Grantor will have the right to require reconveyance of the property back to the Grantor. Upon Grantee fulfilling all the terms and conditions applicable to Grantee set forth in the Agreement, the Grantor will record a release of interest upon request.

Grantor grants to Grantee the right to make **no** divisions under section 108 of the land division act, 1967 PA 288, MCL 560.108.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and

other associated conditions may be used and are protected by the Michigan right to farm act.

“Grantor”

Date: _____, 202_

By:
Its:

STATE OF MICHIGAN
[COUNTY] COUNTY

)
)

Acknowledged **[before me in [county] County, Michigan, on [date], by [name of person acknowledged].**

[Signature line]

[Notary public’s name, as it appears on application for commission]

Notary public, State of Michigan, County of [county].

My commission expires [date].

[If acting in county other than county of commission: Acting in the County of [county].]

Drafted by and when recorded return to:

[Name and address of drafting attorney]

Send subsequent tax bills to:

[name and address]

EXHIBIT C
List of Improvements

1. New roof building 16 with compromised decking fixed
2. Southern facing facade work building 15 and 16: Largest area of exposed cinder block to be refaced with existing brick from earlier demolition. A minimum of 3 replacement windows, per our conversation triple pain polycarbonate windows.
3. Onsite fire extinguishers within 75 feet of your position
4. Interior lighting throughout level 1 with added EXIT signs and emergency lighting as needed. Interior lighting defined by at least 1 overhead lamp per room greater than 1000 square feet.
5. All holes in floor level 1 closed or properly secured to not be a hazard
6. All gas lines level 1 properly installed, old gas systems removed, and existing space heaters replaced as needed.
7. All electrical old cable removed from level 1.
8. Vehicle ramps into building 11
9. A customer entrance with handicap ramp
10. All remaining exterior windows to be resealed by interior sealant
11. All loose hazardous garbage materials clean and cleared. Loose defined as not installed, left on the floor.

EXHIBIT B
Option to Repurchase



"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: January 26th, 2026
SUBJECT: Parking Use Agreement with Mill 17

SUGGESTED MOTION: "Motion to authorize the City Manager to enter into a use agreement with Mill 17 for the purposes of parking on the Mill property in front of buildings 15 and 16.

BACKGROUND INFORMATION: Mill 17 has been working on their designs and business plans with the City to help bring their wedding venue into the GHD building. Their most recent iteration of their designs includes moving their entire parking area onto the mill property directly in front of buildings 15 and 16. There were negotiations around having a parking lot built by Mill 17, however, we were unable to come to terms that were amenable to both Mill 17 and the City. They are now asking that instead of building a parking lot, if they can simply use the gravel area for parking, in exchange for them plowing and salting the area. Their specific proposal, which you can read in the attachments, asks that we not use the area for events or the farmers market.

ANALYSIS: This is a reasonable solution to accommodate their parking needs, without placing a financial burden on the City. Their request, however, that we never use the areas for any form of event seems unnecessary. We have already spoken with the farmers market who would like to move their location to Fannie Pell anyhow. The farmers market is in the process of making sure that they could all fit. Therefore, moving the farmers market is not an issue, but were we to have some other type of festival or event that was suited for that space, I do not want to prevent the City from doing so. As we do with any event that might affect businesses we would work with Mill 17 on timing and logistics were such an event to come up. Therefore, I believe a simple agreement allowing them to use that area for parking will give them the area that they need without binding the City.

BUDGET IMPACT: None

ATTACHMENTS:

Dear Justin and City Council Members,

Following our recent discussions regarding the development of Mill 17 at 200 West Allegan St, we would like to submit a revised, simplified proposal regarding parking.

To ensure the success of the venue and the safety of our guests without placing a financial or operational burden on the City, we propose an agreement to utilize the existing gravel lot adjacent to our property. We ask that this gravel lot remain open for 200 spot parking 7 days a week with no parked trailers, tents or any other city/business run activities. If at all possible, we'd like to work with the city to find a suitable replacement location for the farmer's market that typically happens during the week in the gravel lot.

The Proposal Mill 17 requests authorization to utilize the adjacent gravel lot for event parking. In exchange for this usage, Mill 17 is prepared to assume full responsibility for winter maintenance of this lot.

Our Commitments:

Snow Plowing & Salting:

Mill 17 will contract and pay for all snow plowing and salting of the gravel lot. This relieves the City of winter maintenance costs for this parcel.

General Upkeep:

We will ensure the lot remains free of trash and debris during and after our events.

Liability:

We are prepared to name the City as an additional insured on our liability policy regarding the use of this lot.

Benefits to the City:

Zero Cost: The City incurs no expenses for plowing, salting, or managing snow removal for this property.

Economic Support:

Facilitating parking allows Mill 17 to operate at capacity, bringing visitors and economic activity to the downtown area.

Simplicity:

This utilizes the lot in its current "as-is" gravel state, requiring no immediate construction or paving from the City.

We believe this "light-touch" approach solves the immediate parking needs for Mill 17 while removing the maintenance burden from the City's public works department.

It is our intent to revisit this agreement once Mill 17 is established and to eventually propose a permanent parking lot solution.

We are ready to formalize this immediately. Please let me know the next steps to present this to the Council.

Sincerely,

Matt Rubino & Kurt Elliott Owners, Mill 17

R



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

December 2025

Prepared by Director Kevin Callahan

Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	December	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	2	20
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	6	76
PROPERTY CRIMES			
2000	Arson	0	2
2100	Extortion	0	0
2200	Burglary	0	12
2300	Larceny	5	46
2400	Motor Vehicle Theft	0	9
2500	Forgery/Counterfeiting	0	1
2600	Fraudulent Activities	4	24
2700	Embezzlement	1	1
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	2	27
3500	Violation of Controlled Substances Act	0	4
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	1	4
3800	Family Offenses	1	12
4100	Liquor Violations	0	1
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	1
5000	Obstructing Justice	5	36
5200	Weapons Offenses	0	4
5300	Public Peace	3	88
5400	Traffic Investigations - Any Criminal Traffic Complaints	3	41
5500	Health and Safety	5	206
5600	Civil Rights	0	0
5700	Invasion of Privacy	2	30
6200	Conservation Law Violation	2	2
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	1	60
9200	Civil Custody	0	3
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	27	93
9400	False Alarm Activation	4	42
9500	Fires (Other than Arson)	2	15
9700	Accidents, All Other	2	60
9800	Inspections, Unfounded FIRS	0	0
9900	General Assistance (All Except Other Police Agencies)	87	1061
9911 & 9912	General Assistance (Other Police Agencies)	74	813
FIRS	Medical First Responder	27	408

Plainwell Department of Public Safety

Complaints/Activities for December 2025

ARRESTS

CUSTODIAL ARRESTS

4 *An individual taken into custody for a criminal offense and jailed for that offense.*

ARREST COUNTS

2 *Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).*

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS

2 *Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)*

NON-HAZARDOUS CITATIONS

2 *Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)*

DRUNK DRIVING CITATIONS

0 *This is an activity that we specifically monitor that would normally be considered a hazardous citation.*

PARKING CITATIONS

37 *Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.*

VERBAL WARNINGS

7 *Traffic enforcement where no citation was issued but warnings were given.*

TOTAL TRAFFIC CITATIONS/WARNINGS

48

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS

255 *Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.*

PATROL INITIATED COMPLAINTS

10 *Complaints observed by the officer while on patrol or came to their attention by personal observation.*

TOTAL COMPLAINTS

265

OTHER ACTIVITIES

MOTORISTS ASSISTS

7 *Motorist contacts caused by mechanical breakdown or similar problem.*

PROPERTY INSPECTIONS

0 *Checks of homes or business specifically requested by a home or business owner.*

MOTOR VEHICLE ACCIDENTS

16 *Total motor vehicle accidents both on public roads or private property.*

COMMERCIAL BUILDING SECURITY CHECK

1,752 *Nightly security inspections of business' conducted by officers to assure windows and doors are locked.*

FOUND UNSECURED

0 *The number of business' found unlocked or unsecured.*

Plainwell Department of Public Safety F

Scheduled Hours By Activity for December 2025

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

TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

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

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

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

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

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

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

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

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

TOTAL UNOBLIGATED PATROL HOURS

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

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

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

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

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

Total Hours
63,526

Percentage of Total Hours
3.57%

2,271

3.57%

20,407

32.12%

19,101

30.07%

21,747

34.23%

41,779

65.77%



December Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 74 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as Priority 1 Assists.

Fire Suppression/Call Out Incident Report

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions Taken	Apparatus	PSO	POC
12/01/2025	15:39	15:42	517 N Main St	Public Service	Assistance, Other	T63	1	1
12/01/2025	22:24	22:26	905 E Bridge St	EMS Call	Emergency Medical Services, Other	C4, S62, T63	2	6
12/02/2025	07:34	07:48	950 Lincoln Pkwy	Smoke Detector/ Alarm Activity	Investigate, Ventilate	C5, C6, #11, T63	3	4
12/03/2025	15:21	15:21	E Bridge St /Hicks Ave	Vehicle Accident	Control Traffic	E11, S62, T63	3	2
12/03/2025	15:24	15:37	124 W Brighton St	EMS Call	Emergency Medical Services, Other	T63	0	2
12/03/2025	21:13	21:15	211 W Bridge St	EMS Call	Emergency Medical Services, Other	N/A	2	4
12/04/2025	03:00	06:00	211 W Bridge St	EMS Call	Emergency Medical Services, Other	C4	1	2
12/08/2025	20:49	20:49	599 E Allegan St	Possible Structure Fire	Cancelled Enroute	N/A	2	3
12/11/2025	06:37	06:50	166 Acorn St	Hazardous Condition	Investigate	C4, E11	2	4
12/15/2025	10:47	10:50	147 S Sherwood Ave	Structure Fire	Extinguish, Ventilate	C6, E11, E17, T63	6	4
12/16/2025	16:03	16:11	Allegan St / N Main St	PIA	Dispatched & Cancelled	C1, C6, S62, T63	4	3
12/18/2025	9:18	9:20	71 12 th Street	False Alarm	Investigate	C6	1	2
12/21/2025	19:01	19:11	202 S Sherwood	Gas Leak	Investigate	C5, E11	2	3

12/21/2025	21:59	22:15	552 19 th St	Assist OFD - Structure Fire	Fill Station	C5, E17, T63	2	5
12/22/2025	11:59	12:00	1116 N Apple Ct	Smoke Scare	Investigate	C6	3	1
12/24/2025	20:10	20:15	218 Washington / Thomas St	EMS Call	Emergency Medical Services, Other	C5, S62	3	2
12/25/2025	04:15	04:24	937 11 th St	EMS Call	Emergency Medical Services, Other	C5, S62	1	2
12/27/2025	18:46	18:52	Allegan St / Prince St	Motor Vehicle Accident	Control Traffic	C5, E11, S62, T63	3	3

Calls for Service at Plainwell Schools

Plainwell High School: 1
684 Starr Road

Gilkey School: 0
707 S. Woodhams Street

Plainwell Middle School: 1
720 Brigham Street

Starr Elementary: 0
601 School Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 0
798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Ordinance Report

We had 2 Ordinance Complaints.

This is a breakdown of the Ordinance Violations for the month of December 2025:

- (1) - Fence Permit Violation
- (1) - Abandoned Vehicle - Private Property

Water Renewal
Superintendent: Luke Keyzer
December 2025



Significant Department Actions and Results

Pending Items (including CIP) FY 24/25

Duperon Screen Replacement

Duperon Drive Replacement

Repair Sewer Manhole Odor Study

YSI DO Probe Replacement

Wakefields Lift Station upgrade

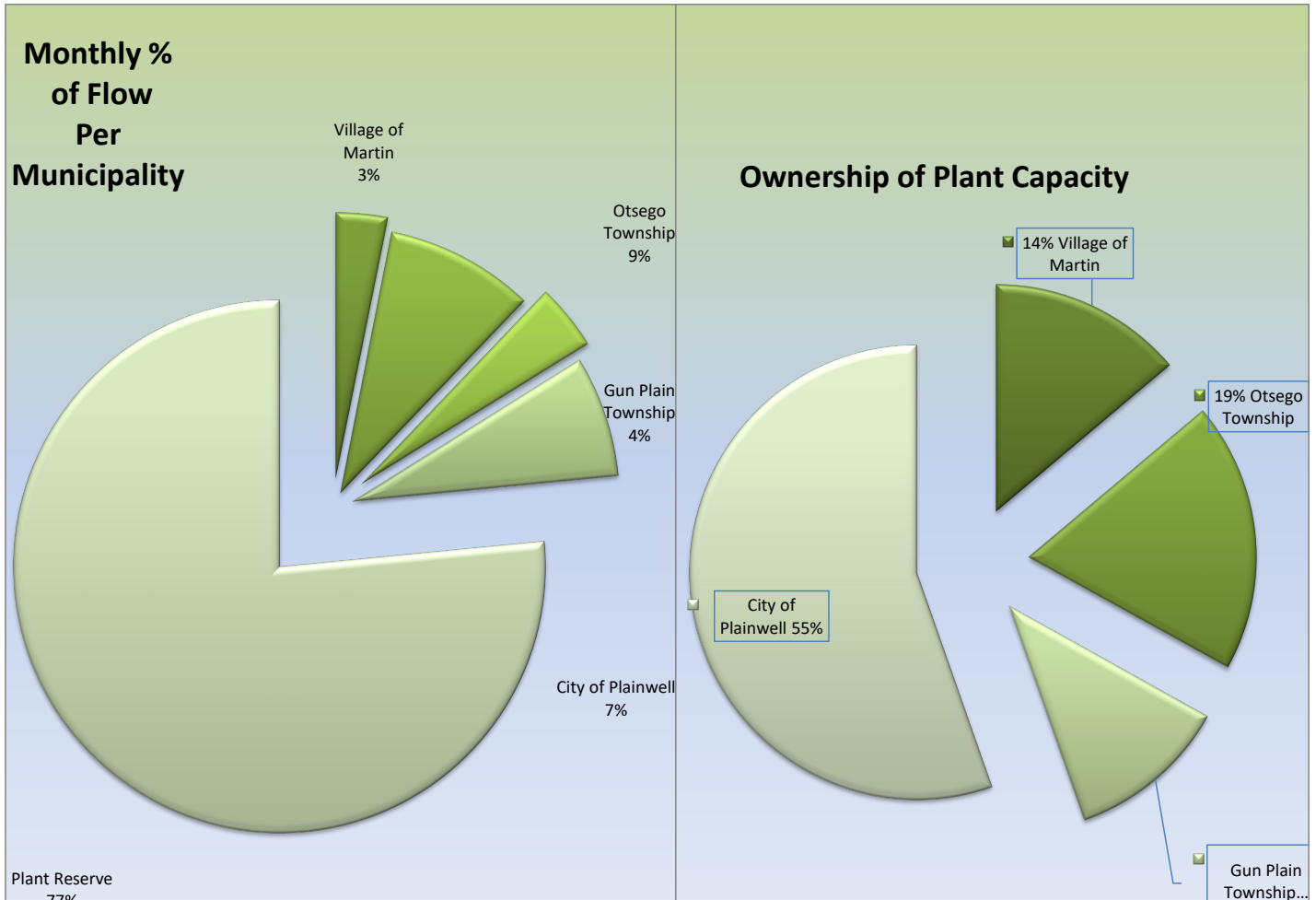
Expenditure Summary/Issues

<u>(budgeted)</u>	(completed)
\$62,500	
\$25,000	
\$30,215	
21,610	
<u>\$20,000</u>	
\$159,325	

Monthly Flow Data

Our permitted volume of treatment is 1,300,000 gallons per day. The table and graph below shows the breakdown of average monthly flow from our customer communities, the percent ownership of our customer communities.

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
Village of Martin	873,165			
Gun River MH Park	371,000			
US 131 Motor Sports Park	0			
Total:	1,244,165			
AVG. DAILY:	42,902	180,000	76%	14%
Otsego Township	3,653,676			
AVG. DAILY:	125,989	250,000	50%	19%
Gun Plain Township	1,206,000			
Ridderman Gas Station	10			
USA Earthworks	2,000			
North Point Church	1,000			
North 10th Street	242,840			
Gores Addition	169,000			
TOTAL	1,620,850			
AVG. DAILY	5,828	150,000	96%	12%
City of Plainwell	2939156			
AVG. DAILY:	94811.49	720,000	87%	55%
Avg. Daily Plant Flow from entire service district	0.29			



State Required Reporting Compatible Pollutants

MI State Requirement	City Benchmark	Monthly Avg. Reported/MDEQ
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Carbonaceous Biochemical oxygen demand (CBOD-5):

25 mg/l	15	11.05
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This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.

TOTAL SUSPENDED SOLIDS (TSS):

30 mg/l	15	9
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Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.

PHOSPHORUS (P):

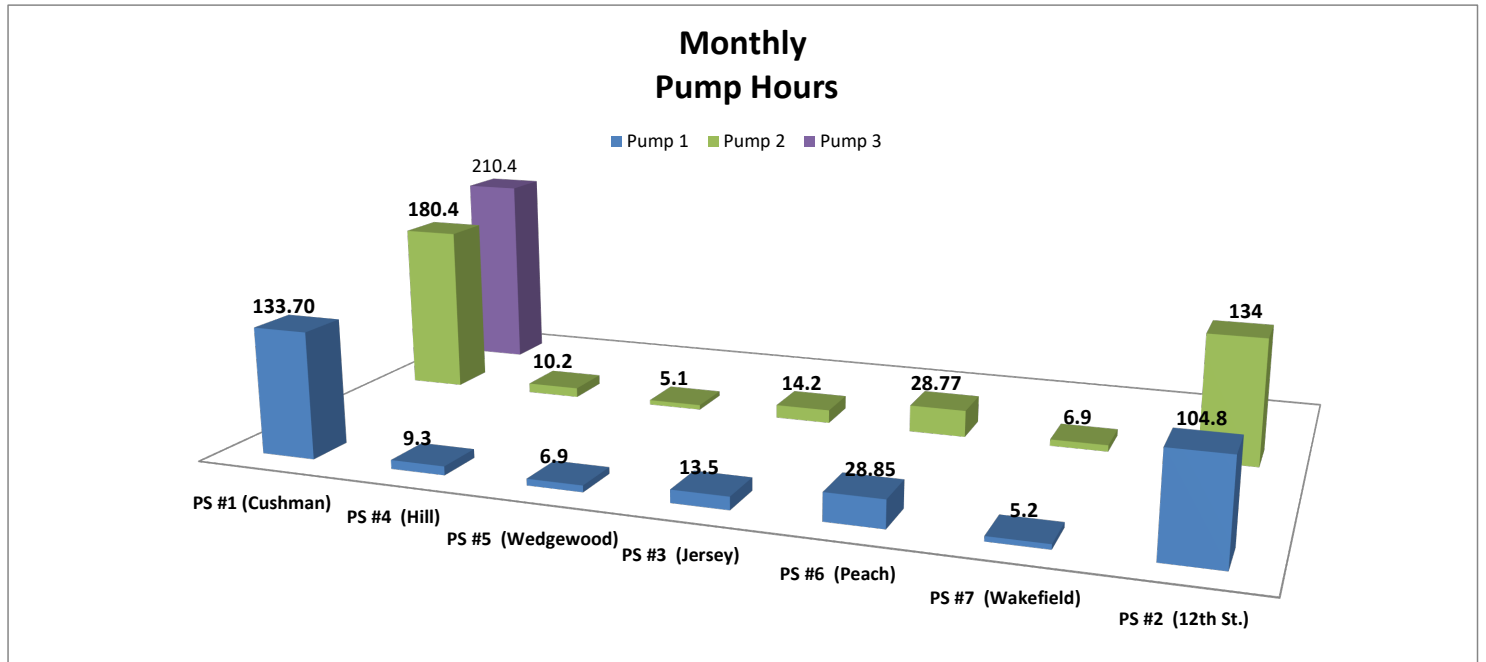
1.0 mg/l	0.45	0.35
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Controlling phosphorous discharges is a key factor in preventing eutrophication of surface waters. Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases in algal blooming, causing excessive plant growth which depletes dissolved oxygen in the river which is necessary for aquatic life to survive.

Total Coliform (COLI):

200counts/ml	50	2
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A group of bacteria found in soil, on vegetation and in large numbers in the intestine of warm-blooded animals, including humans. Water is not a natural medium for coliform organisms and their presence in water is indicative of some type of contamination.



Pumps convey the waste where gravity sewers cannot, run times are a indicator of how the station is operating and being maintained.

MINUTES
Plainwell BRA DDA TIFA
December 09, 2025

1. Chairman Larabel called the meeting to order at 7:34am in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Nick Larabel, Paul Rizzo, Jim Turley, Randy Wisnaski, and Justin Lakamper
Excused: Adam Hopkins, Cathy Green and David Steffen
4. Approval of Minutes:
A motion by Wisnaski, seconded by Turley, to accept and place on file the BRA DDA TIFA Meeting Minutes of the 11/11/2025 meeting. On a voice vote, all voted in favor. Motion passed.
5. Public Comment: None.
6. Chairman's Report: None.
7. Recommendations and Reports:
 - A. **A motion by Rizzo, seconded by Wisnaski, confirming BRA payables for November 2025 in the amount of \$1,500.79. On a voice vote, all in favor. Motion passed.**
 - B. **A motion by Wisnaski, seconded by Turley, confirming DDA payables for November 2025 in the amount of \$7,938.07. On a voice vote, all in favor. Motion passed.**
 - C. **A motion by Larabel, seconded by Wisnaski, confirming TIFA payables for November 2025 in the amount of \$599.11. On a voice vote, all in favor. Motion passed.**
8. Communications:
The November 2025 Summary and Detail Financial Reports and City Council Meeting minutes from 10/27/2025 and 11/10/2025 were reviewed.
9. Public Comment: None.
10. Staff Comment: Lakamper summarized the discussion from last night's Council meeting concerning the proposed parking lot plan for Mill 17. Mill 17 wants to have a green space and green house located in what would have been the parking area sold with Building 17, so they would like to build a parking lot on the Mill site in front of Buildings 16 and 17 for ~200 cars. The most recent plan was that Mill 17 would pay for installation of the parking lot and the City would maintain it and retain ownership of the land. In exchange for paving the lot, Mill 17 would have exclusive lot use weekdays after 5pm, and on weekends, with signs stating this information posted in the lot. Council's discussion centered around potential issues with Mill 17 having exclusive use on weeknights and weekends as well as lot maintenance. Lakamper shared that MEDC/Bosch Architects are working on a concept Mill property site plan that includes the Plainwell Auto Building, parking lots for Mill 17 and Classic Auto Factory with buffers, a green space and a road for access to the rear of the Mill property. He stated there is a Concrete company interested in the 28 acre parcel available in Industrial Park. He is working with Consumers Energy to figure out the state of the power grid servicing Industrial Park, and if improvements are needed to support new business.
11. Board Member Comments: Turley discussed the Industrial Park sign which lists the businesses, sharing that it needs refacing. The vinyl sign labels are peeling. He wonders if there is a way to shield the sign from UV damage, as it is southern facing.
12. Adjournment:
A motion by Rizzo, seconded by Turley, to adjourn the meeting at 8:05am. On a voice vote, all voted in favor. Motion passed.
Submitted by: JoAnn Leonard, City Clerk

01/22/2026

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
 INVOICE ENTRY DATES 01/09/2026 - 01/22/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Vendor Code	Vendor Name		
	Invoice	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	757728	DPS - OIL DRY(12) KC	165.48
	757806	DPW - OIL FILTER/OIL TRUCK # 19 AS	37.25
	757845	DPW - BATTERY #89 AS	260.58
	757873	DPW - AIR FILTER/COOLANT/OIL TRUCK 19A AS	50.61
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			513.92
000010	RIDDERMAN & SONS OIL CO INC		
	198547	DPW - 283GL 5-87 REG 10% ETHANOL GASOLINE	540.11
	198548	DPW - 571GL 30-#2 DYED DIESEL	1,315.72
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			1,855.83
000014	MICHIGAN GAS UTILITIES CORP		
	5777023423	DPW BLDG GAS SERVICE DECEMBER 2025	1,007.11
	5777447049	DPS BLDG GAS SERVICE DECEMBER 2025	1,106.51
	5777587893	WR CUSHMAN ST LIFT GAS SERVICE DECEMBER 2025	102.51
	5777928245	WR PLANT GAS SERVICE DECEMBER 2025	5,160.63
	5777953588	CH FOOT BRIDGE GAS SERVICE DECEMBER 2025	310.29
TOTAL FOR: MICHIGAN GAS UTILITIES CORP			7,687.05
000035	APPLIED INNOVATION		
	3035985	CITY HALL COPIER CHARGES 12/13/2025 - 1/12/2026 RB	197.60
	3041856	DPW/WR COPIER CHARGES 12/16/2025 - 1/15/2026 CP	125.34
TOTAL FOR: APPLIED INNOVATION			322.94
000056	ALLEGAN COUNTY TREASURER		
	2025.12	PROPERTY TAX ADJUSTMENTS DECEMBER 2025 DW	18.37
TOTAL FOR: ALLEGAN COUNTY TREASURER			18.37
000100	SIEGFRIED CRANDALL PC		
	118675	AUDITING SERVICES FOR YEAR END JUNE 30, 2025 DW	2,500.00
TOTAL FOR: SIEGFRIED CRANDALL PC			2,500.00
000105	DEVON TITLE AGENCY		
	20106660	ADMIN - TITLE SEARCH 145 E BRIDGE REV LOAN AK	500.00
TOTAL FOR: DEVON TITLE AGENCY			500.00
000134	HAROLD ZEIGLER FORD		
	358248	DPS - 2020 FORD *9807 PSGR UNDER SIDED COVER ELEC	577.05

TOTAL FOR: HAROLD ZEIGLER FORD			577.05
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000138	AMERICAN OFFICE SOLUTIONS		
	40988440	DPS - COPIER LEASE/USAGE DECEMBER 2025 KC	185.22
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			185.22
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000153	FLEIS & VANDENBRINK INC		
	76299	WR - PROFESSIONAL SERVICES DECEMBER 2025 SAL'S LK	600.00
TOTAL FOR: FLEIS & VANDENBRINK INC			600.00
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000155	BRAVE INDUSTRIAL FASTENER		
	178302	DPW - #10 X 1" WASHERS FOR FLAGS CP	27.00
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			27.00
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000164	ETNA SUPPLY CO INC		
	S106389169.001	DPW - SENSUS ANNUAL MAINTENANCE/SUPPORT DW	3,700.00
TOTAL FOR: ETNA SUPPLY CO INC			3,700.00
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000381	LAPHAM HEATING INC		
	5477	DPW - BACK BARN FURNACE IGNITION MODULE CP	621.33
TOTAL FOR: LAPHAM HEATING INC			621.33
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000461	BOB'S HARDWARE		
	95663	DPW - BRASS NIPPLE/COUPLING FOR PATCH MACHINE A	9.48
TOTAL FOR: BOB'S HARDWARE			9.48
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000843	B & C TROPHY		
	2387	DPS - HATS(8) KC	200.00
TOTAL FOR: B & C TROPHY			200.00
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001041	TELE-RAD INC		
	X-140993	DPS - APX BATTERY(2)/SINGLE UNIT CHARGER(1) KC	567.38
TOTAL FOR: TELE-RAD INC			567.38
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001043	BS&A SOFTWARE		
	165650	ADMIN - ANNUAL SERVICE/SUPPORT ASSESSING SYS & OI	4,130.00
TOTAL FOR: BS&A SOFTWARE			4,130.00
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002002	USABUEBOOK		
	INV00932731	WR - DUSTCAP/THERMOMETERS(4) LK	380.20
TOTAL FOR: USABUEBOOK			380.20
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002116	CHARTER COMMUNICATIONS		
	005582801010126	CITY HALL INTERNET/TV JANUARY 2026	266.44
	005583601010126	DPW/WR INTERNET JANUARY 2026	149.99
	172241901010726	AIRPORT INTERNET JANUARY 2026	84.54
TOTAL FOR: CHARTER COMMUNICATIONS			500.97
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002127	SOUTHWEST MICH CITY MANAGERS' ASSOC		
	2026	ADMIN - ANNUAL MEMBERSHIP 2026 JL	100.00

	TOTAL FOR: SOUTHWEST MICH CITY MANAGERS' ASSOC		100.00

002368	ORTON, TOOMAN, HALE, MCKOWN & KIEL		
	2025.12	DPW - PROFESSIONAL SERVICES DECEMBER 2025 KC	37.50

	TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL		37.50

002402	STEENSMA LAWN & POWER EQUIPMENT		
	1288071	DPW - OIL/FILTER/FILTER ELEMENT MOWER #157 AB	87.49
	1288194	DPW - OIL FITLER MOWER #153 RL/CP	11.52

	TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT		99.01

002439	AMERICAN LEGAL PUBLISHING CORPORATI		
	48450	ADMIN - ANNUAL ONLINE ORD 2/4/26 - 2/4/27 GL	495.00

	TOTAL FOR: AMERICAN LEGAL PUBLISHING CORPORATI		495.00

002661	JIM KOESTNER INC		
	6046844/1	DPS - 2018 FORD *7081 FUEL MODULE KC	1,316.00
	6047006/1	DPS - 2020 FORD L.O.F *9807 KC	59.36

	TOTAL FOR: JIM KOESTNER INC		1,375.36

002838	TRUE-TECH INDUSTRIES CO		
	9317	WR - GEAR MOTOR FOR WESTECH GRIT AUGER LK	2,610.00

	TOTAL FOR: TRUE-TECH INDUSTRIES CO		2,610.00

002864	STATE OF MICHIGAN DEPT OF LICENSING		
	017040-2026	2026 MILL FREIGHT ELEVATOR INSPECTION CP	319.30

	TOTAL FOR: STATE OF MICHIGAN DEPT OF LICENSING		319.30

003024	BRIAN KELLEY		
	1014	DECEMBER 2025 TREASURY/FINANCE SUPPORT JL	1,987.50

	TOTAL FOR: BRIAN KELLEY		1,987.50

003081	GRIFFIN PEST SOLUTIONS INC		
	2720294	WR - PEST CONTROL LK	111.00

	TOTAL FOR: GRIFFIN PEST SOLUTIONS INC		111.00

003090	BROCK TOWING & RECOVERY		
	53733	DPS - 2021 TAHOE *6452 TO MIDWAY CHEVY KC	75.00

	TOTAL FOR: BROCK TOWING & RECOVERY		75.00

004195	NIEBOER HEATING & COOLING		
	I54279	DPS - SERVICE CALL/LIMIT SWITCH LK	212.58
	I54352	WR - BOILER SERVICE CALL LK	90.00

	TOTAL FOR: NIEBOER HEATING & COOLING		302.58

004241	GHD SERVICES INC		
	340-0173416	NOVEMBER 2025 UTILITIES/Common Area Maint JL	2,629.11
TOTAL FOR: GHD SERVICES INC			2,629.11
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004852	PACE ANALYTICAL SERVICES LLC		
	2650283451	WR - MERCURY TESTING 1/7/2026 LK	630.00
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			630.00
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004855	PLAINWELL ACE HARDWARE		
	21786	DPW - CONCRETE PATCH/EPOXY WELL 7 AB	132.98
	21791	DPW - SCREWS FOR FLAGS RL	27.98
	21797	DPW - BUNGEE CORD(2)/PROPANE HOSE/CONNECTOR F	46.56
	21799	DPW - MISC FASTENERS(8) AB	11.36
	21804	WR - LEADER HOSE 10' LK	19.99
	21812	DPW - CHIPBRUSH/TRAY LINERS/EPOXYSHIELD & EPOXY I	(16.63)
	21818	DPW - BRASS DRAIN BOILR(2) WELL 7 AB	18.58
	21821	WR - GRAY PAINT LK	52.99
	21823	DPW - AIR FILTER/BLADE MOWER 78 & 79 GARDEN SPRA	130.94
	21825	DPW - AIR FILTER/TRIMMER LINE MOWER # 150 AS	38.99
	21837	WR - GRAY BLDG PAINT LK	52.99
	21843	DPW - 9V BATTERIES RN	10.99
	21874	WR - PAINT BRUSH(2) LK	14.98
TOTAL FOR: PLAINWELL ACE HARDWARE			542.70
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004886	REPUBLIC SERVICES		
	0249-008756305	CITY WIDE RECYCLE JANUARY 2026	4,993.09
TOTAL FOR: REPUBLIC SERVICES			4,993.09
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004902	BLOOM SLUGGETT PC		
	27719	DECEMBER 2025 PROFESSIONAL SERVICES JL	7,326.25
TOTAL FOR: BLOOM SLUGGETT PC			7,326.25
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005012	UNITED BANK		
	2026.01.12 2:47	ACH FEES TAX DIST/AP	7.00
	2026.01.14	ACH FEES PAYROLL	7.00
	2026.01.14 3:46	ACH FEES UB	7.00
	2026.01.16	RETURN UB ACH FEES	7.50
	2026.01.21 11:36	ACH FEE TAX DISTRIBUTION	7.00
TOTAL FOR: UNITED BANK			35.50
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005015	CHECKALT-KLIK		
	235738	ELOCKBOX FEES DECEMBER 2025	168.95
TOTAL FOR: CHECKALT-KLIK			168.95
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005041	EVOQUA WATER TECHNOLOGIES		
	907386630	WR - 2060GL BIOXIDE LK	8,240.00

TOTAL FOR: EVOQUA WATER TECHNOLOGIES			8,240.00
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005047	STAPLES, INC.		
	6050643851	ADMIN - NEON ASSORTED DIVIDER STICKERS RB	17.88
	6052385193	ADMIN - TONER FOR AK OFFICE RB	276.30
	6052466663	ADMIN - CLERK OFFICE PRINTER CARTRIDGES RB	713.83
TOTAL FOR: STAPLES, INC.			1,008.01
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005171	FLYERS ENERGY LLC		
	CFS-4500222	DPS FUEL FOR POLICE/FIRE VEHICLES 1/15/2026	574.37
TOTAL FOR: FLYERS ENERGY LLC			574.37
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005175	KENT COMMUNICATIONS INC		
	244958	ADMIN - 2026 ASESSMENT NOTICES MR/RB	1,433.25
TOTAL FOR: KENT COMMUNICATIONS INC			1,433.25
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005202	WINDEMULLER ELECTRIC, INC		
	247611	DPW - SCADA AUTOMATION SERVICES SET UP/SOFTWAF	1,000.00
	247612	DPW - SCADA AUTOMATION AND INSTRUMENT INTEGRA	2,000.00
TOTAL FOR: WINDEMULLER ELECTRIC, INC			3,000.00
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005214	MES I ACQUISITION INC		
	IN2408722	DPS - FIRE GEAR(4) KC	9,122.23
TOTAL FOR: MES I ACQUISITION INC			9,122.23
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999999	1871 TAPROOM		
	2026.01.08	DDA - LADIES LOOT REIMBURSEMENT DW	140.00
	2026.01.08	DDA - LADIES LOOT REIMBURSEMENT DW	75.00
	2026.01.08	DDA - LADIES LOOT REIMBURSEMENT DW	20.00
	2026.01.08	DDA - LADIES LOOT REIMBURSEMENT DW	165.00
	2026.01.08	DDA - LADIES LOOT REIMBURSEMENT DW	195.00
	2026.01.08	DDA - LADIES LOOT REIMBURSEMENT DW	180.00
TOTAL FOR: PASSIFLORA			775.00
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AAESAACH	ALLEGAN AREA EDUCATION SVC AGENCY		
	011026.AAESA	DISTRIBUTE TY2025 COLLECTIONS W/E 01.10.2026	18,759.06
	011726.AAESA	DISTRIBUTE TY2025 COLLECTIONS W/E 01.17.2026	15,338.22
TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY			34,097.28
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ACACH	ALLEGAN COUNTY TREASURER		
	011026.COUNTY	DISTRIBUTE 2025 TAX COLLECTIONS W/E 01/10/2026	7,252.24
	011726.COUNTY	DISTRIBUTE 2025 TAX COLLECTIONS W/E 01/17/2026	6,475.16
TOTAL FOR: ALLEGAN COUNTY TREASURER			13,727.40
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PCSACH	PLAINWELL COMMUNITY SCHOOLS		
	011026.PW SCHOOLS	DISTRIBUTE TY2025 COLLECTIONS W/E 01.10.2026	83,820.07
	011726.PW SCHOOL	DISTRIBUTE TY2025 COLLECTIONS W/E 01.17.2026	65,526.12

TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS	149,346.19
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RDLACH	RANSOM DISTRICT LIBRARY	
	011026.LIBRARY	DISTRIBUTE TY2025 COLLECTIONS W/E 01.10.2026
		2,220.54
	011726.LIBRARY	DISTRIBUTE TY2025 COLLECTIONS W/E 01.17.2026
		1,881.23
TOTAL FOR: RANSOM DISTRICT LIBRARY		4,101.77

TOTAL - ALL VENDORS	274,160.09
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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: 2026.01.22 09:29:27 -05'00'

Denise Wilcox, Finance Director/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: **Denise Wilcox** Digitally signed by Denise Wilcox
Date: 2026.01.23 08:56:06 -05'00'

Luke Keyzer, 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: 2026.01.22 10:50:39 -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: 2026.01.22 09:33:32 -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:

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: 2026.01.22 13:35:18 -05'00'

Reports & Communications:

A. City – Consideration of NAPA Purchase Agreement

Local Plainwell Auto store owner David Steffen would like to purchase approximately 1 acre of mill property to build a new building for his business.

In June of 2024, the City entered into a purchase agreement with David for one acre of land on the same property but in a different location. For a number of reasons, it was determined by both David and the City not to execute that agreement. The original purchase agreement stated closing costs would be split between David and the City, and the City would pay for the survey work to create the new parcel. It also stipulated that David would have 90 days for an inspection period, with closing taking place after his site plan has been approved for the building, ensuring that the land purchase would only occur if he can build his store on the property.

Since that original agreement, we moved the proposed location to be positioned along M-89 directly west of the cutout (see picture). This location is in an area that was remediated to “commercial standard”. This means that this area can only be used for commercial development. This does not include any form of housing.

During the building design process, we asked the architects to create a building that would be compatible with other retail uses in the future as well as incorporating design elements from the mill buildings. To accomplish this, they have included brick/stone in the façade.

Bringing NAPA to the mill property on M-89 will allow David to build a larger store and grow his business.

Having commercial businesses along M-89 would not prevent the proposed residential development from taking place on the rest of the property.

Despite this development having elicited some controversy over whether or not it is the best use for this property and whether or not it fits with the vision, I believe it is compatible in both use and vision. It is in line with the City’s master plan, current zoning (CBD), and commercial cleanup criteria. It brings needed development and additional property taxes for the city. Additionally, it will help a long-standing business in the community expand and grow, which is something we strive to do for all of our businesses.

Recommended action: Consider authorizing the City Manager to negotiate the sale of approximately one (1) acre of real property of the parent parcel ID #55-030-076-01 with David Steffen at a price of \$40,000 per acre.

B. City – Consideration of Purchase Agreement with Classic Auto Mill (CAM)

The City has been negotiating with Classic Auto Factory, now Classic Auto Mill, for six months to come up with an agreement to get their classic auto storage and repair business into the remaining mill buildings.

Negotiations covered a purchase agreement, then a long-term lease, and now are back to a purchase agreement. All of the remaining vacant buildings would be conveyed to Classic Auto Mill for \$1. There would also be a claw back provision should they not complete a list of renovations within three years.

This property is located on a federally regulated superfund site, which has heightened environmental scrutiny for the owners and users. Entering into a purchase agreement and ultimately selling the remaining buildings to CAM is preferable over a long-term lease, as it removes the cities involvement in future repairs and remediation efforts within the buildings.

The City currently pays to maintain the buildings and receives no tax revenue from them. These buildings need significant renovation and remediation. The financial investment necessary to make the buildings usable in any form is significant, and necessitates the need to sell them for \$1. The value to the City will come in the form of development and putting the buildings on the tax rolls.

While the buildings are significant to Plainwell’s history, the City has not been able to attract any credible investors prior to Classic Auto Mill. CAM is willing to engage and invest in the community. We expect them to be good stewards of these important buildings, while bringing additional commerce to Plainwell.

Recommended action: Consider approving the sale of buildings located on the permanent parent parcel ID# of 55-030-076-01, subject to surveys, and authorizing the City Manager and City Clerk to enter into a purchase/sale agreement for the property. Further authorize the City Manager and City Clerk to execute any documents or

other agreements necessary to close on the sale of the property. 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.

C. City – Consideration of Parking Use Agreement with Mill 17

Mill 17 has been working with the City to bring their wedding venue into the GHD building. Their most recent iteration of their designs includes moving their entire parking area onto the mill property directly in front of buildings 15 and 16. There were negotiations around having a parking lot built by Mill 17, however, we were unable to come to terms that were amenable to both Mill 17 and the City. They are now asking that instead of building a parking lot, they simply use the gravel area for parking. In exchange, they will plow and salt the parking area. Their specific proposal, which is included, asks that we not use the area for events or the Farmer's Market. The request that we never use the areas for any form of event seems unnecessary, and I do not want to prevent the City from doing so. As we do with any event that might affect businesses, we would work with Mill 17 on timing and logistics were such an event to come up. I believe a simple agreement allowing them to use that area for parking will give them the area that they need without binding the City.

Recommended action: Consider authorizing the City Manager to enter into a use agreement with Mill 17 for the purposes of parking on the Mill property in front of buildings 15 and 16.

Reminder of Upcoming Meetings:

- February 04, 2026 – Planning Commission – 6:30pm
- **February 09, 2026 – City Council – 7:00pm**
- February 10, 2026 – DDA/BRA/TIFA – 7:30am
- February 10, 2026 – Parks & Trees – 4:00pm
- February 18, 2026 – Planning Commission – 6:30pm

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