

City of Plainwell



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

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

"The Island City"

AGENDA

Plainwell City Council
Monday, April 14, 2025 - 7:00PM
Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 03/24/2025 Regular Meeting
6. **Public Comments**
7. **County Commissioner Report**
8. **Agenda Approval**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **City – Special Event Permit – Color Our World Fun Run/Walk**
Council will consider approving the Special Event Permit as presented.
 - B. **WR – Replacement of Grit Pump Motor**
Council will consider approving the replacement of the Grit pump Wilo Motor by Jett Pump & Valve LLC for \$12,218.18.
 - C. **City – First Right of Refusal to Purchase Buildings #17 and #18**
Council will consider forgoing exercising the City's right of first refusal to purchase buildings #17 and #18 of the mill complex from GHD, pending the execution of the Right of First Refusal, Utility Access Easement, Amendment to the existing common area easement and party wall agreement, and the Agreement regarding right of first refusal between the City and BizEX Ventures. Further authorize the City Manager and City Attorney to take any steps reasonably necessary to effectuate the execution of the agreements subject to this motion.
11. **Communications:** The March 2025 Investment and Fund Balance reports.
12. **Accounts Payable - \$133,416.06**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

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

MINUTES
Plainwell City Council
March 24, 2025

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Jared Bowen of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Keeney and Councilmember Green.
Absent: Councilmember Wisnaski,
A motion by Keeney, seconded by Green, to excuse Councilmember Wisnaski from tonight's proceedings. On a voice vote, all voted in favor. Motion passed.
5. Approval of Minutes:
A motion by Steele, seconded by Keeney, to accept and place on file the Council Meeting Minutes of the 03/10/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioners Report: Commissioner Dugan gave an update on happenings throughout Allegan County. He left copies of the 2025 Allegan County Community Update, which are available at City Hall.
8. Agenda approval:
A motion by Steele, seconded by Keeney, to approve the Agenda for the March 24, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: Mayor Keeler shared that Bruce Steele has passed away, and offered his deepest condolences to the Steele family.
10. Recommendations and Reports:
 - A. City Manager Lakamper discussed the City's first right of refusal to purchase buildings 18 and 19 from GHD. There is currently an offer from BizEX Ventures, who plan to renovate the space and create an event center. BizEX Ventures is working closely with the City on a common area deeded access agreement to utilities, HVAC equipment and public entryways.
A motion by Steele, seconded by Green, to postpone this item until a utility access agreement and amendments to the existing common area agreement have been secured with BizEx Ventures. On a roll call vote, all voted in favor. Motion passed.
 - B. Clerk Leonard discussed recommendations from the March 17, 2025 Compensation Commission meeting. Recommendations included a salary increase of \$120/year for Council members, and compensation for Special Meetings in excess of 5 per year. The Compensation Commission meets in the spring of odd years and sets pay for elected officials. No motion is necessary to accept the recommendations from the Commission.
 - C. Superintendent Nieuwenhuis discussed the disposal of the City's street sweeping debris. Street sweepings are considered hazardous and must go to a landfill. The City has a contract with Kent County landfill until the end of the March 2025. H and K are able to haul the debris before the landfill contract expires, and have maintained the same pricing as last year.
A motion by Keeney, seconded by Steele, approving a payment of \$6,500 to H and K for hauling out our street sweeping debris, along with an estimated \$10,000 payment to the Kent County Landfill for disposal of the debris. On a roll call vote, all voted in favor. Motion passed.

MINUTES
Plainwell City Council
March 24, 2025

D. City Manager Lakamper discussed the repair and renovation of the City clock. The clock is a featured item in downtown Plainwell, and funding for this project will come from the DDA budget.

A motion by Green, seconded by Keeney, approving the mechanical and cosmetic renovation of the downtown city clock by The Verdin Company for \$10,780. On a roll call vote, all voted in favor. Motion passed.

E. Clerk Leonard discussed Resolution 2025-07, a Resolution to approve MDOT Contract 25-5115 and authorize City Manager Lakamper to execute the contract on behalf of the City. This contract covers the paving and repair of South Main St. from East Bridge St. to 102nd Ave. including concrete pavement repair, sidewalk and permanent pavement markings and all other necessary work needed for completion.

A motion by Keeney, seconded by Steele, approving Resolution 2025-07 as presented. On a roll call vote, all voted in favor. Motion passed.

F. Personnel Coordinator/Interim Treasurer Kersten discussed Resolution 2025-08, a Resolution amending the Employee Sick Leave Policy to comply with Michigan's Earned Sick Time Act (ESTA).

A motion by Steele, seconded by Keeney, to approve Resolution 2025-08 as presented. On a roll call vote, all voted in favor. Motion passed.

11. Communications:

A motion by Steele, seconded by Keeney, to accept and place on file the February 2025 Department of Public Safety and Water Renewal Reports, the 02/11/2025 DDA/BRA/TIFA meeting minutes and the 02/13/2025 Parks & Trees meeting minutes. On a voice vote, all voted in favor. Motion passed.

12. Accounts Payable:

A motion by Keeney, seconded by Green, that the bills be allowed and orders drawn in the amount of \$87,881.03 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments:

1. Victoria Hill of 321. S. Woodhams - stated that streets and sidewalks in her neighborhood are in bad shape. There are potholes and uneven sidewalks, causing a safety concern for residents.
2. Blair Bates of 721 E. Bridge St. - asked if there was information available on the benefits that the proposed event center would bring to the City.

14. Staff Comments:

Personnel Coordinator/Interim Treasurer Kersten had nothing to report.

Superintendent Nieuwenhuis stated that spring loose leaf pickup is Monday, April 7th and hydrant flushing will take place Thursday April 17th. He thanked Wade Keyser for his many years of service to the City, noting that he will be missed and wishing him well at his new position. He shared that Aaron Bird had been promoted to water operator in charge.

Deputy Superintendent Keyser discussed ongoing maintenance projects at water renewal, and shared that the state required NPDES permit had been submitted.

Director Callahan reported that the Chief's vehicle had been sold for \$1,000 more than was paid.

Clerk Leonard shared her appreciation for the Compensation Commission and the willingness of Plainwell residents to serve the community at large by volunteering their time and serving on City Boards and Commissions.

MINUTES
Plainwell City Council
March 24, 2025

City Manager Lakamper shared conceptual material received from Watt's Homes for future housing and condominium development located on papermill property. He shared that this would be a lengthy process, with public meetings and community involvement.

15. Council Comments:

Councilmember Steele thanked BizEx Ventures for their conceptual presentation on the proposed event center in building 17. She shared that she had talked to Wade, and that he will be missed.

Councilmember Green shared that Wade will be missed.

Councilmember Keeney thanked the public for coming to tonight's Council meeting.

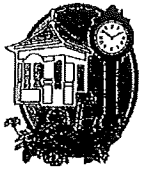
16. Adjournment:

A motion by Steele, seconded by Keeney, to adjourn the meeting at 8:00pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
April 14, 2025

JoAnn Leonard, City Clerk



"The Island City"

City of Plainwell Special Event Permit Application

For public events held in a City of Plainwell park or property

Permit # _____

Plainwell City Hall
211 N. Main Street
Plainwell, MI 49080
Phone: 269-685-6821
Fax: 269-685-7282
www.plainwell.org

If you would like to host a special event, please complete the application form below. Applications must be submitted at least 21 days before the event. Your event will not be approved until the following items are received and approved by the City:

1. A completed and signed Special Event Permit application form
2. Completed hold harmless agreement
3. \$50 Special Event Permit Application fee paid
4. Liability insurance coverage with City of Plainwell listed as additionally assured, if required for your event

Date of application: 3/25/25

Applicant Information:

Contact Name: Analiene Mattson

Address: 180 S Sherwood City: Plainwell Zip: 49080

Phone: 269-685-8024 Email: amattson@ransomlibrary.org

Sponsoring Organization/Business: Ransom District Library

Address: 180 S. Sherwood City: Plainwell Zip: 49080

Phone: 269-685-8024

☒ Nonprofit ☐ Profit

Event Information:

Date of Event 3/20/25 6/7/25 Event Start Time: 10a.m. Event End Time: 12p.m.

Type of Event: Color Fun Run/Walk Road Race Name of Event: Color Our World Fun Run/Walk

Number of People Expected to Attend: 250

Location of event:

☐ Thurl Cook Park

☒ Sherwood Park

☐ Kenyon Park

☐ Hicks Park

☐ Fannie Pell Park

☒ Other: Race will begin at the library and runners will follow the attached routes for 5k, 1 mile, and mini

☐ Band Shell

Please describe what areas of the park will be used: The Mini Run event (250 yard run for children 3-8) will end at just before the basketball courts at Sherwood Park



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Event Details:

Please describe in detail the activities planned:

The race will begin at the library where there will be music and colored paint powder (used specifically for color runs).

The 5k and 1 Mile fun run/walk will follow a route through Plainwell where there will be 3 stations for throwing color at the runners.

It will end at the library for light refreshments and music. The library will provide free swag bags with T-Shirts for participants.

Is this a fund-raising event? If yes, what is it for? No, this is a free event for the community.

Will participants or spectators be charged an admission fee? ☐ YES ☒ NO

Will there be alcohol for sale? ☐ YES ☒ NO

Will there be food for sale? ☐ YES ☒ NO

Will there be merchandise for sale? ☐ YES ☒ NO

Will there be a vendor participation fee? ☐ YES ☒ NO

Do you have insurance? ☒ YES ☐ NO

Will any items be distributed? ☒ YES ☐ NO

Will the event be advertised? If so, how? ☒ YES ☐ NO

In the library newsletter, Facebook event, posts, flyers, library sign

Does the event require on-site security? ☒ YES ☒ NO

Does the event require on-site medical service? ☒ YES ☐ NO

Does the event require street closure? If so, indicate route ☒ YES ☐ NO

The route will begin at the library. I've attached the 5k, 1 mile, and mini routes indicating routes. Public safety presence needed at one intersection.

Do you plan to have sound amplification? ☒ YES ☐ NO

Is electrical power required (for sound amplification, lighting, etc)? ☒ YES ☐ NO

If yes, please show items on a site plan and describe how power is to be provided

☐ Portable generator

☐ PGE temporary power service

☒ Other, please describe Plug into the library's outlets

Are you using local businesses? ☒ YES ☐ NO

approached as sponsors

Special Services:

I am requesting permission to provide the following special services* at my event:

☐ Canopy/Tent

☒ Inflatables (please describe): Finish line inflatable at Overwood park and at the library

☒ Tables and chairs

☐ Caterer

☐ Alcohol

☒ Other (please specify): Stage set up by start/finish line at the library

*Groups providing special services must complete this form and provide a Certificate of Insurance two months prior to event date. Tents/canopies or inflatables must list the City of Plainwell as additionally insured and a copy of the insurance must be attached with this request.

*Tents/Structures: If you are installing or constructing any structures (tents, stages, etc.) please include a site plan showing these structures. Please describe type, size, and number of structures.



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City of Plainwell Hold Harmless Agreement

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


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

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

Signature of Permittee(s):  Date: 3/25/25
Signature of Officer of Sponsoring Organizations: _____ Date: _____
Title: _____

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

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

Signature of Applicant:  Date: 3/25/25

Please Send Completed Applications To:

City of Plainwell
211 N. Main Street
Plainwell, MI 49080
269-685-6821

Or email to: contactus@plainwell.org

Administrative Use Only:

Received by: _____ Date: _____ Amount paid: _____ cash/CC/check # _____

☐ Application approved

☐ Permit # assigned

☐ Event on calendar

☐ Application scanned & logged

☐ Email DPW/DPS

☐ Notice posted before event



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MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE OVERVIEW

Member:	Ransom District Library	Member No:	M0001517
Date of Original Membership:	April 1, 2008		
Overview Effective Dates:	April 01, 2025 To April 01, 2026		
Member Representative:	Joe Gross	Telephone #:	(269) 685-8024
Regional Risk Manager:	Alera Group	Telephone #:	(616) 698-7373

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **Ransom District Library** (hereinafter "Member") is eligible to be a Member of MMRMA. **Ransom District Library** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

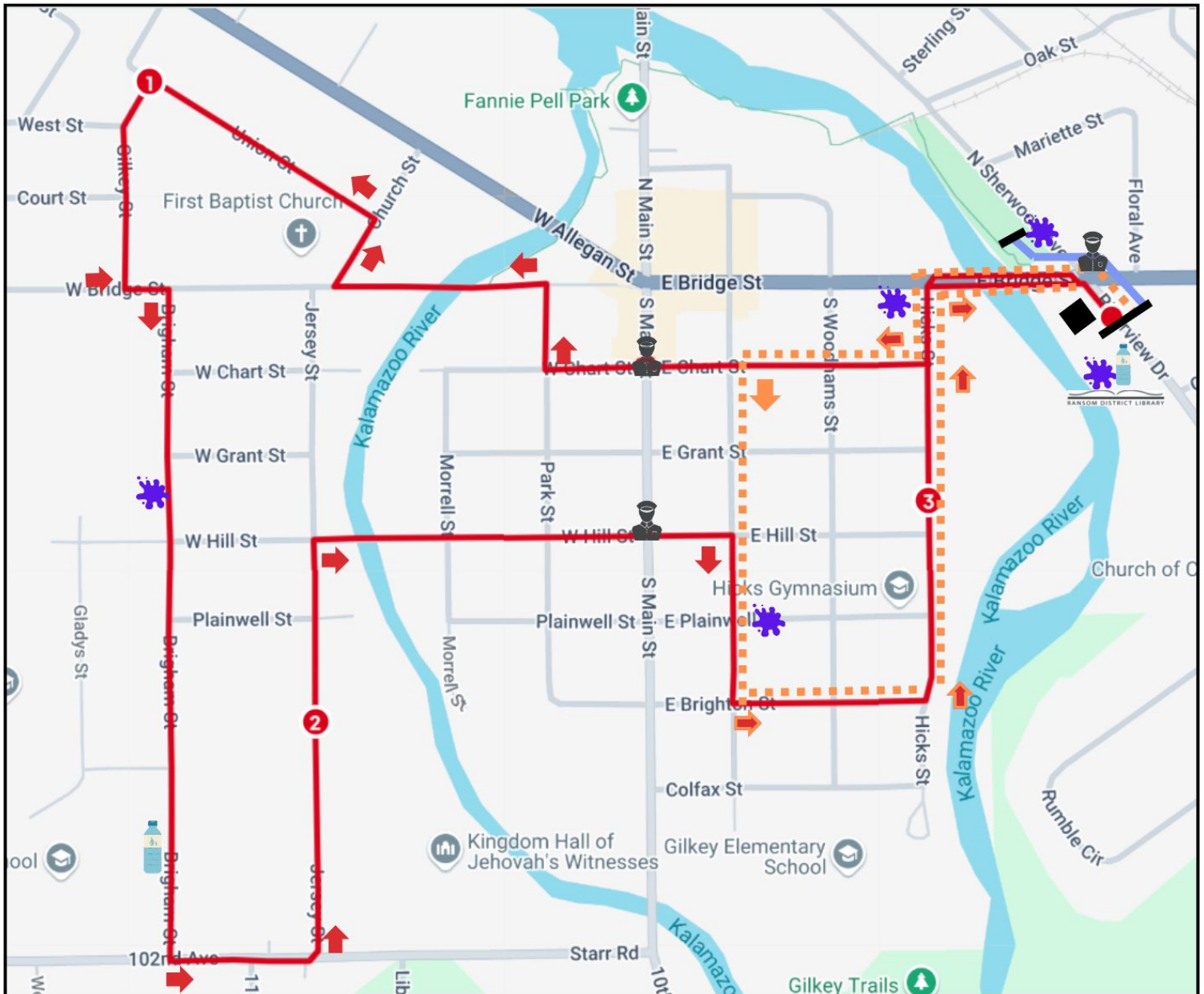
Ransom District Library is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Overview summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Overview, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

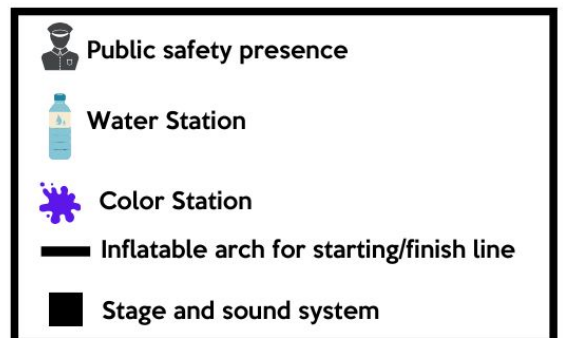
B. Member Obligation - Deductibles and Self Insured Retentions

Ransom District Library is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **Ransom District Library's** SIR and deductibles are as follows:

Color Our World Fun Run/Walk



Mini Route (250 yards) —
5k Route —
1 Mile Route



Road Closures for the Color Our World Fun Run/Walk

- S. Sherwood from intersection to library's second entrance.
- Intersection closed off east bound at Bridge Street (allowing for traffic to turn on N. Sherwood).
Possible Public Safety presence to help direct traffic around race?
- E Bridge Street closed until right after Hicks St.
- Hicks St closed until Brighton
- Chart Street closed.
 - o Public Safety presence to help direct traffic and assure safe crossing for runners on S. Main St.
- Park St closed from W. Chart St to W. Bridge St
- W. Bridge St Closed from Park St. to after Gilkey St.
- Union St closed
- Gilkey St closed
- Brighton St Closed until 102nd
- 102nd from Brighton St to Jersey St.
- Close Jersey St until Hill St.
- W. Hill St until S. Anderson St.
 - o Public Safety presence to help direct traffic and assure safe crossing for runners on S. Main St.



"The Island City"

MEMORANDUM

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

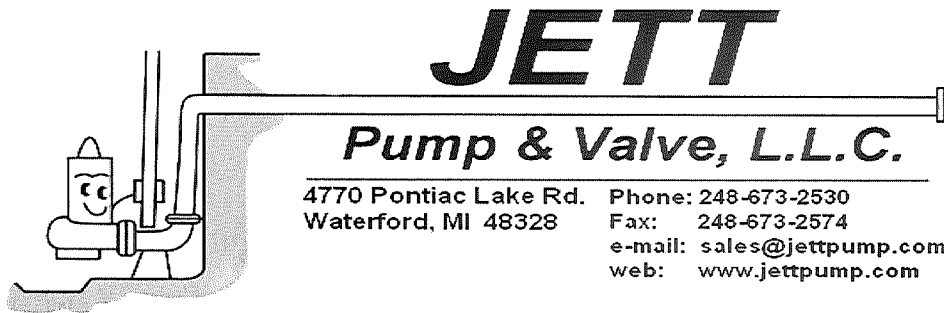
TO: City Council / Justin Lakamper, City Manager
FROM: Bryan Pond Superintendent of WR
DATE: April 11th, 2025
SUBJECT: Replacement of Grit Pump Motor

SUGGESTED MOTION: I motion to approve the proposal from Jett Pump & Valve LLC for the replacement of the grit pump motor for the cost of \$12,218.18.

BACKGROUND INFORMATION: The pump is a 2009 model and the "wet end" of the pump is in good condition. We have previously sought prior approvals from council to rebuild the pump motor and both attempts have failed.

ANALYSIS: We have also explored replacing the pump and a new pump in this style is approximately \$20,000. Because the pump is still in good condition we have elected to just purchase a new motor.

BUDGET IMPACT: This is an un-budgeted purchase and there is funding available in line item 590-540-775.



April 10, 2025

Bryan Pond
City of Plainwell Water Renewal
129 Fairlane St.
Plainwell, MI 49080

RE: Replace WILO EMU Motor; Proposal 25-19545

Bryan,

Thank you for allowing *JETT Pump & Valve, L.L.C.* to provide you with the following proposal for your consideration. We value you as a customer and appreciate your business.

Summary of Services & Diagnosis:

As requested, JETT Pump proposes to replace the motor on your WILO EMU FA08.52W pump. The existing pump end housing and impeller will be reused when replacing the motor.

Scope of Supply: WILO Motor Replacement

One	(1)	WILO Pump Motor
		- FK17.1-6/8KEX 230V 60HZ
		- Ceram C0 coating
LOT	(X)	Miscellaneous Hardware
One	(1)	Regular Shop Labor:
		- <i>JETT Pump</i> will provide the appropriate number of shop technicians to complete the job correctly, safely, & efficiently.
		- <i>JETT Pump</i> will replace the motor on the WILO pump.
		- <i>JETT Pump</i> will test and run the pump to make sure that it is operating properly.
		- <i>JETT Pump</i> will ship the pump back to the City of Plainwell.

Materials: \$ 10,073.75
Tax (if Applicable): \$ 604.43
Est. Freight: \$ 685.00
Shop Labor: \$ 855.00
GRAND TOTAL: \$ 12,218.18
Lead Time ARO: 5-6 Weeks

Clarifications:

- Customer is responsible for inbound shipping to JETT Pump. The \$685.00 freight is an estimated figure and **ONLY** applies to freight costs for job materials and outbound shipping of the pump back to Plainwell.
- Exact freight costs will be invoiced for job materials and shipping pump back to Plainwell.
- This proposal is only for the replacement of the pump motor and does not include any labor to install the pump in the station.
- If equipment is being removed/replaced a determination of what is to happen with existing equipment before work can be completed. Unless expressly indicated by the customer, all existing materials being replaced will be scrapped after their replacement.
- If the item is chosen to be replaced, the old item in our shop will be scrapped unless expressly directed otherwise by the customer. Failure to respond to the proposal or indicate a decision to move forward within 90 days from proposal being sent will result in forfeiture of the item in our shop. At that time, the item will be scrapped.
- **The customer is responsible for all outstanding balances including charges for any service to pull as well as charges to inspect and diagnose the equipment regardless of decision made regarding this proposal including lack of response to this proposal.**
- All shop repair work will be warrantied for one year from the date of service IF all proposed repairs are accepted. The warranty does not include push/pull.
- JETT Pump will not warranty repairs if customers opt out of a portion of the proposed repairs.
- Delivery will be determined at the time of order for the longest lead time item. The project timeline or any deadlines must be advised ARO. Expedite fees and premium service rates are not included in this proposal.
- Terms are NET 30 days from date of invoice.
- JETT Pump & Valve, L.L.C. withholds the right to add additional charges if our terms of payment, as stated above, are not met. Charges will be made at the rate of 1.5% of the unpaid balance from the date of the invoice.
- Currently JETT Pump does accept all forms of credit cards for payment. A 3% fee will be assessed against the total amount charged. It would be in addition to any quoted unless otherwise stated on proposal and or contracts.
- All work will be done in a timely and professional manner. If any problems or concerns arise an advising call, fax, or email will be sent.
- Freight and Taxes are included in our pricing unless expressly indicated.
- Freight is an estimate and is subject to change.
- This proposal will be honored for 45 days following the date of this proposal. This proposal is subject to the Terms & Conditions set forth by JETT Pump & Valve LLC.
- A signed and dated copy of this proposal and/or purchase order as well as an indication of your decision regarding the options above will be used to begin a project with us.

We look forward to the opportunity of working with you in the execution of this and many future projects. If you have any questions or need additional information regarding this proposal, please feel welcome to contact us.

Sincerely,
JETT Pump and Valve
Victor Poma

Customer Signature

Date

Print Name

Title

RE: Replace WILO EMU Motor; Proposal 25-19545





"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: April 14, 2025
SUBJECT: First Right of Refusal to Purchase Buildings #17 and #18

SUGGESTED MOTION: "I motion to forgo exercising the Cities right of first refusal to purchase building #17 and #18 of the mill complex from GHD, pending the execution of the Right of First Refusal, Utility Access Easement, Amendment to the existing common area easement and party wall agreement, Agreement regarding right of first refusal between the City and BizEX Ventures. Further authorize the City Manager and City Attorney to take any steps reasonably necessary to effectuate the execution of the agreements subject to this motion"

BACKGROUND INFORMATION: Since the City was informed of GHD having received an offer on their buildings (17 and 18) the City has considered exercising its right of first refusal to purchase these buildings for the cost of \$326,000. Through these conversations it was determined that the cities interest in having a say into capital improvements and aesthetics of building 18 (entryway) and access to common utilities in the basement of building 17 could be accomplished through mutually agreed upon access and common area agreements between the City and the potential purchasers, BizEX Ventures. Since the last meeting we have been working with BizEX Ventures and the City Attorney to draft these agreements.

Utility Access Agreement: This agreement gives us access to the basement of building 17 to work on and maintain our utilities. Furthermore, it states that the shared utilities must be maintained by both parties and outlines the reimbursement of electricity and gas costs between us and Biz Ex

Amended Common Area Agreement: This amends the existing common area agreement, which gives us permanent access to building 18, to include a right to approve any "capital improvements" to building 18 which includes the placement of furniture, pictures, paint colors, etc. It also amends the existing agreement to state that BizEx will cover all maintenance costs for the building, currently they are split 50/50. The only maintenance cost that we will retain for building 18 is the elevator which will continue to be shared 50/50.

ROFR: This gives the City a right of first refusal going forward with BizEX, should they sell in the future we would have the same opportunity to purchase as we do today.

Agreement Regarding the Right of First Refusal: This states that we are forgoing the current right of first refusal with GHD and that Bix Ex agrees to file all of these agreements once they own the property. If they do not go through with the purchase of the building with GHD, none of this would take effect.

ANALYSIS: These agreements codify existing practices, and grant us new rights of access to building 17 and a say in how building 18 looks, effectively solving all of the concerns that we had, which led to the idea of purchasing the buildings in the first place. The current ROFR with GHD expires on April 24th. If not, decision is made by that date our opportunity to purchase would expire and BizEX would be free to purchase. I recommend forgoing our right of first refusal in exchange for the execution of the agreements as is written in the “Suggested Motion.”

BUDGET IMPACT: Legal drafting costs

ATTACHMENTS: Agreements

UTILITY ACCESS EASEMENT AGREEMENT

THIS UTILITY ACCESS EASEMENT AGREEMENT (this “Agreement”) is entered into as of this _____, day of _____ 2025, (the “Effective Date”) by and between BIZEX VENTURES, LLC, a Michigan limited liability company, with registered offices at P.O. Box 99, Richland, Michigan 49083 (the “BizEx”), and the CITY OF PLAINWELL, a Michigan municipal corporation (the “City”), of 211 North Main Street, Plainwell, Michigan 49080. BizEx and City are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City is the owner of a portion of the former Plainwell Paper Mill site located in the City of Plainwell, and Township of Gun Plain, Allegan County, Michigan, as depicted on attached Exhibit A and legally described on the attached Exhibit A-1 (the “City Property”).

WHEREAS, the BizEx is the owner of a portion of the former Plainwell Paper Mill site located immediately adjacent to the east of the City Property, consisting of 2.09 acres, as depicted on the attached Exhibit A and legally described on the attached Exhibit A-1 (the “BizEx Property”).

WHEREAS, the City owns certain buildings located on the City Property referred to herein as “Building 12,” “Building 19,” and “Building 20” (collectively referred to as the “City Buildings”).

WHEREAS, the BizEx owns certain buildings located on the BizEx Property referred to herein as “Building 17” and “Building 18” (collectively referred to as the “BizEx Buildings”).

WHEREAS, the water, sewer, boiler heating system, air conditioning, and electrical and electrical panels (collectively, the “Utilities”) serving the City Buildings are located on BizEx Property, particularly within the basement of Building 17 (the “Easement Area”).

WHEREAS, certain Utilities serve both the City Buildings and BizEx Buildings jointly (the “Shared Utilities”).

WHEREAS, the City needs a non-exclusive, permanent, and perpetual easement to access the Easement Area in connection with certain maintenance, use, operation, relocation, reconstruction, alteration, replacement, repairs and improvements of Utilities located upon BizEx Property.

WHEREAS, BizEx is willing to grant such easement to the City subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, received and acknowledged by the BizEx, the Parties covenant and agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. For and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the BizEx does hereby grant, warrant, bargain, convey and assign unto the City a non-exclusive, permanent, and perpetual easement and right of way under, upon, over, across and through the Easement Area for the maintenance, use, operation, relocation, reconstruction, alteration, replacement, repairs and improvements (collectively, the “Work”) of Utilities including the right of the City to grant to others the right to maintain, use, operate, relocate, reconstruct, alter, replace, repair or improve the Utilities along with any related equipment and appurtenances for the provision of the Utilities.

2. Access. The BizEx further grants to the City the right to access, ingress, and egress, across and through the BizEx Property for all purposes reasonably necessary to the City’s exercise of its rights under this Agreement. City shall give BizEx twenty-four (24) hours notice of any Work to be performed, unless otherwise deemed an emergency upon which immediate access, ingress, and egress, across and through is granted by BizEx.

3. Use. City shall use the Easement Area to perform Work in a manner that shall minimize unreasonable interference with BizEx’s use of BizEx’s Property and its business operations. City shall maintain the Easement Area in a clean, orderly, and safe condition. Upon completion of any Work performed, City shall restore the Easement Area in a condition reasonably as good as it existed before any Work.

4. Shared Utilities.

- a) *Upkeep and Use of Shared Utilities.* The Parties agree to use and maintain the Shared Utilities reasonably so as not to interfere with the other Party’s use of the Shared Utilities. The Parties shall ensure that any facilities or appurtenance associated with the Shared Utilities are operated, constructed, and maintained in accordance with all applicable laws, codes, ordinances, or regulations, and the Parties shall obtain all necessary approvals and permits.
- b) *Usage Charges Associated with the Shared Utilities.* To the extent that any Shared Utilities as of the Effective Date are billed directly to BizEx, BizEx shall pay all costs and charges associated with those Shared Utilities and keep the accounts current. BizEx shall bill the City monthly based on the City’s proportionate occupancy of the City Building and BizEx Building combined, or a submeter that accurately reflects the City’s actual use if available. The City shall remit payment for all undisputed amounts billed within 30 days.

5. Structural Support. City shall have the right to structural support for the walls, floor, and ceiling of any area located within BizEx Buildings that contains the Utilities. BizEx shall not cause any damage to the walls, floor, or ceiling of any area in the BizEx Building that contains the Utilities. Should any damage or lessening of structural support occur, City may take action to correct the same, and BizEx shall be responsible for the costs incurred by the City in taking such corrective action. Should BizEx’s building be destroyed by fire or other casualty, then City shall have a right to construct any necessary enclosures within the Easement Area to protect its facilities located within the Easement Area.

6. Code and Keys. BizEx shall provide the City all required keys, codes and other access information to ensure that the Easement Area is accessible to the City and its designees.

7. No Obstruction. BizEx shall not unreasonably obstruct, impede or interfere with the City’s use of the Easement Area for the purposes set forth herein.

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

9. Indemnification. Each Party agrees to defend, indemnify and hold harmless the other Party and

their respective officers, directors, members, partners, agents, affiliates, employees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all liability or claim thereof (including but not limited to reasonable actual attorney fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against a Party or the Indemnified Parties: (i) allegedly or actually arising in connection with or as a direct or indirect result of any Work or activity by any Parties and the Indemnified Parties in, on, or about the Easement Area, including use of the Easement Area; or (ii) arising out of any negligent act or omission to act by any Party and their Indemnified Parties. The foregoing indemnity shall, to the extent permitted by law, include claims alleging or involving joint or comparative negligence but shall not extend to liability resulting only from the gross negligence or willful misconduct of a Party or the Indemnified Parties. Parties shall have the right to reasonably approve or select counsel for defending the Party against any and all claims, liability and damages covered by this indemnity provision.

10. Non-exclusive Easement. BizEx reserves the right to grant additional easement rights to others in the Easement Area after consultation and coordination with the City. Any subsequent easements granted by BizEx over the Easement Area shall be subject to the prior rights of the City and any additional expense incurred in the installation, construction, use, operation, repair, maintenance, relocation, reconstruction, alteration, and replacement of the Easement Area resulting from these easements shall be assumed by BizEx.

11. Compliance with Laws/Applicable Law. The Parties agree to substantially comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and requirements concerning their respective property and their activities within the Easement Area.

12. Notice. All notices to a Party must be in writing and delivered in a commercially reasonable manner, with evidence of sending being the responsibility of the Party giving notice. With evidence demonstrating service, the Party being noticed will be charged with service: (a) immediately upon hand delivery, email, or facsimile, (b) one (1) day after deposit with a nationally recognized overnight courier service, or (c) three (3) days after deposit in first class mail, return receipt requested. Service by email will be established only by a return email from the recipient or other admission or acknowledgment on the part of the recipient.

13. Assignment. The Parties shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, the "Transfer"), all or any part of their interest in their respective Property. Upon any such Transfer, the rights and obligations of this Agreement shall automatically pass to the Transferee. Upon a Transfer of the fee interest in all or a portion of the Property by deed, the transferring Party shall be relieved of any obligation to perform maintenance or services rendered after the closing of the sale; but no such Transfer shall relieve a Party of any obligation to perform any maintenance or services rendered prior to such sale.

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

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

16. Waiver of Default. No waiver of any default by any Party to this Agreement shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a

waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

17. BizEx's Warranty. The BizEx represents and warrants that BizEx has the right and authority to enter into this Agreement and to make it fully binding and applicable. BizEx further represents and warrants that BizEx has made no representation whatsoever, express or implied, to City concerning the state or condition of BizEx Property or any personal property located thereon. City has not relied on any statement or declaration of BizEx, oral or in writing, as an inducement to entering into this Agreement, other than as set forth herein.

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

19. Binding Effect. The easement and rights and obligations set forth herein shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

20. Entire Agreement. There are no agreements or understandings, either oral or written, as to the specific subject matter hereof between the Parties that are not set forth in this Agreement, and all other such agreements or understandings are merged herein.

21. Governing Law. This Agreement will be governed by the laws of the State of Michigan. The venue for any dispute arising under this Agreement will be proper only in a court of competent jurisdiction in Allegan County, Michigan.

22. No Transfer Tax. This Agreement is exempt from state and county transfer tax pursuant to MCL §§ 207.526(a) and 207.505(a).

23. Governmental Immunity: Nothing in this Agreement is intended to limit the City's immunity afforded under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964 or otherwise.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[the remainder intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the BizEx has executed this Utility Access Easement Agreement as of the date first above written.

BIZEX:
BIZEX VENTURES, LLC, a Michigan limited liability company:

By: Kurt E. Elliott
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2025, by Kurt E. Elliott, a Member of BizEx Ventures, LLC, who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and after recording return to:
Justin Lakamper, City Manager
City of Plainwell
211 N. Main St.
Plainwell, MI 49080

EXHIBIT A
Development Plan



EXHIBIT A-1
City Legal Description

Buildings 19 & 20

Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North 36°-40'-29" East, 159.32 feet; thence North 15°-18'-45" East, 38.82 feet; thence North 11°-12'-16" East, 68.75 feet; thence North 17°-55'-13" West, 125.91 feet; thence North 16°-42'-54" West, 142.94 feet to a point on a concrete retaining wall; thence South 78°-15'-18" West, 25.09 feet to the brick face of a building; thence North 16°-42'-54" West along the face of said building, 7.47 feet; thence North 29°-54'-51" East along the face of said building, 28.86 feet to the center line of a common wall between Buildings 18, 19 & 20 and the place of beginning of the land hereinafter described; thence along the center line of said common wall for the next 3 courses: Northwest between Buildings 18, 19 & 20, 41 feet, more or less; thence Northwest between Buildings 12 & 19, 40 feet, more or less; thence Northeast between buildings 19 & 11, 66 feet, more or less, to the outside face of said Buildings 19 & 11; thence Southeast and Southwest along the outside face of Buildings 19 & 20, respectively, to the place of beginning.

Park Property

Land commonly known as Fannie Pell Park, described as: Beginning at the Northeast corner of Lot 21, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records; thence West along said North line of said lot 137.00 feet, more or less, to an intermediate traverse line along the Mill Race; thence North 17°-04'-27" West, 250.00 feet to an intermediate traverse line along the Kalamazoo River; thence along said traverse line for the next 4 courses: South 83°-15'-55" East, 65.00 feet; thence North 56°-48'-46" East, 85.00 feet; thence North 25°-16'-45" East, 80.00 feet; thence South 69°-28'-55" East, 50.00 feet, more or less, to the West right-of-way of North Main Street; thence South along said right-of-way, 424 feet, more or less to the North line of said Lot 21 and the place of beginning. Together will all land lying between both intermediate traverse lines and the Kalamazoo River and Mill Race, respectively.

EXHIBIT A-2
BizEx Properties Legal Description

That part of Lots 43, 44, 45 & 75, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records, and being more particularly described as follows: Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North 57°-24'-39" West along said Northerly right-of-way, 100.00 feet to the place of beginning of the land hereinafter described; thence continuing North 57°-24'-39" West along said Northerly right-of-way, 137.82 feet; thence North 32°-50'-50" East, 77.58 feet to the Southeast corner of a building as measured at ground level; thence along the face of buildings as measured at ground level for the next 8 courses: North 32°-50'-50" East, 163.35 feet; thence North 57°-16'-33" West, 32.43 feet; thence North 32°-07'-43" East, 49.76 feet; thence South 52°-01'-04" East, 0.17 feet; thence North 32°-39'-16" East, 20.49 feet; thence North 16°-54'-01" West, 35.77 feet; thence North 32°-46'-38" East, 36.68 feet; thence North 16°-43'-01" West, 0.58 feet; thence North 57°-13'-22" West, 0.50 feet to the center line of a common wall between Buildings 12 and 17; thence along the center line of said common wall for the next 2 courses: North 32°-46'-38" East between Buildings 12, 17 and 18, 76.55 feet; thence South 59°-17'-05" East between Buildings 18, 19 and 20, 41.42 feet to the outside brick face of said common wall; thence South 29°-54'-51" West along the brick face of the building, 28.86 feet; thence South 16°-42'-54" East along the face of said building, 7.47 feet; thence North 78°-15'-18" East, 25.09 feet to a point on a concrete retaining wall, said point being 11 feet, more or less, from the Westerly shore of the Mill Race and the beginning of an intermediate traverse line; thence along said traverse line for the next 4 courses: South 16°-42'-54" East, 142.94 feet; thence South 17°-55'-13" East, 125.91 feet; thence South 11°-12'-16" West, 68.75 feet; thence South 15°-18'-45" West, 38.82 feet; thence North 57°-24'-39" West, 111.35 feet; thence South 32°-35'-21" West, 158.92 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the Westerly shore of the Mill Race. Known as Parcel 1/Project 1 on the Prein & Newhof Survey Job No. 2100640, as revised July 7, 2011.

And

That part of Lot 43, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records, and being more particularly described as follows: Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race and the place of beginning of the land hereinafter described; thence North 57°-24'-39" West along said Northerly right-of-way, 100.00 feet; thence North 32°-35'-21" East, 158.92 feet; thence South 57°-24'-39" East, 111.35 feet to an intermediate traverse line along the Mill Race; thence South 36°-40'-29" West along said traverse line, 159.32 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the Mill Race. Known as Parcel 2/Project 2 on the Prein & Newhof Survey Job No. 2100640, as revised July 7, 2011.

EXHIBIT B
Easement Area

The basement of Building 17.

DRAFT

**AMENDED COMMON AREA EASEMENT
AND PARTY WALL AGREEMENT**

THIS AMENDED COMMON AREA EASEMENT AND PARTY WALL AGREEMENT (this "Agreement") is entered into on this ____, day of _____, 2025 and is by and between the CITY OF PLAINWELL, a Michigan municipal corporation, of 211 North Main Street, Plainwell, Michigan, 49080 (the "City"), and BIZEX VENTURES, LLC, a Michigan limited liability company, with registered offices at P.O. Box 99, Richland, Michigan 49083 ("BizEx"). The City and BizEx are sometimes together referred to herein as the "Parties" and individually as a "Party."

RECITALS

- A. The City is the owner of a portion of the former Plainwell Paper Mill site located in the City of Plainwell, Allegan County, Michigan, as depicted on attached Exhibit A and legally described on the attached Exhibit A-1 (the "City Property").
- B. The City owns certain buildings located on the City Property referred to herein as "Building 12," "Building 19," and "Building 20," (collectively referred to as the "City Buildings").
- C. BizEx is the owner of a portion of the former Plainwell Paper Mill site located immediately adjacent to the east of the City Property, consisting of 2.09 acres, as depicted on attached Exhibit A and legally described on the attached Exhibit A-2 (the "BizEx Property").
- D. BizEx owns certain buildings located on the BizEx Property referred to herein as "Building 17" and "Building 18," (collectively referred to as the "BizEx Buildings").
- E. Building 18 serves as a common entryway that provides access to Building 12, Building 17, Building 19, and Building 20 (the "Common Entrance")
- F. The City and BizEx's predecessor in title CRA 200 Allegan St., LLC entered into a certain "Common Area Easement and Party Wall Agreement" dated July 18, 2011 and recorded in the Allegan County Register of Deeds at Liber 3533, Page 150 (the "Existing Easement") whereunder CRA 200 Allegan St., LLC granted an easement to the City for use of a common area and a party wall agreement.
- G. The Parties wish to amend the Existing Easement in order to modify the Original Easement's terms related to permissible improvements along with the design and aesthetics of the Common Entrance in order to ensure that the design and aesthetics of the Common Entrance remains appropriate for the public entrance to the City of Plainwell City Hall.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, received and acknowledged by BizEx, the parties covenant and agree as follows:

1. Ratification and Amendment. Except as otherwise expressly amended by this Agreement, the Original Easement remains in full force and effect and the Parties ratify the Original Easement as amended by this Agreement.
2. Amendment to Section 6 – Maintenance. Section 6 – Maintenance of the Original Easement is deleted in its entirety and replaced with the following:

6. Maintenance; Repairs; Improvements; City Design Control

a. Routine Maintenance; Repair. BizEx, and its successors and assigns, shall operate and maintain the Common Entrance and the public restroom in the Common Entrance in a first-class manner, consistent with other common areas for similarly situated first-class real estate developments. Such maintenance services shall include, without limitation, all janitorial services, elevator service and repairs, main entrance door repairs, lighting maintenance and repair, common area building envelope maintenance, directional signage, and any other maintenance or repairs for routine wear and tear (“Routine Maintenance”).

b. Costs of Routine Maintenance. BizEx shall be responsible for all costs associated with Routine Maintenance conducted under Section 6(a) except for those costs associated with the operation, maintenance, or repair of the elevator (“Elevator Costs”). The Elevator Costs will be split equally between the Parties Except in the case of emergencies, BizEx shall provide the City with a 60-day advanced written notice regarding any anticipated Elevator Costs for the Plainwell City Council’s approval, which approval will not be unreasonably withheld. BizEx shall make payment requests for the Elevator Costs with invoices and other documentation to support the requests for payment. Upon approval of the City Council, the City shall remit payment to BizEx within 30 days of receipt of a payment request.

c. Capital Improvements. If either Party wishes to make any upgrades or improvements to the Common Entranceway, including furniture, works of art, furnishings, fixtures, carpet, wall paint, or other tangible property not related to Routine Maintenance (a “Capital Improvement”), the Party wishing to make the Capital Improvement shall supply send a written notice to the other party with such drawings, sketches, examples, or specifications along with an estimate of the costs (the “Notice of Capital Improvement”). The Party requesting a Capital Improvement is solely responsible for all costs associated with a Capital Improvement, including increased costs for Routine Maintenance arising from the Capital Improvement, except where the Parties expressly agree otherwise in writing. Except where otherwise expressly provided by this Agreement, neither Party shall make any Capital Improvements to the Common Entranceway without the prior written approval of the other Party, which may be withheld in the non-requesting Party’s discretion. Upon receipt of a Notice of Capital Improvement, the non-requesting Party shall have 45 days to respond with approval or rejection

of the requested Capital Improvement. If the non-requesting Party fails to respond within the 45-day window, that will be deemed an approval and permit the requesting party to make the Capital Improvement. The construction or installation of any Capital Improvement shall not unreasonably interfere with access to or use of the Common Entrance.

d. Additional Owners/Occupant/Tenants. As the BizEx Buildings and the City Buildings acquire additional occupants, tenants and owners, the Common Entrance will be used more frequently by persons other than the public or City or BizEx, and, as this occurs, a fifty (50%) percent allocation of the Elevator Costs may not be equitable. The Parties, therefore, agree that upon request of either Party at any time, the Parties will work in good faith and use their best efforts to adjust the Elevator Costs.

3. Amendment to Section 18 – Notice. Section 18 – Notice of the Original Easement is deleted in its entirety and replaced with the following:

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

City of Plainwell: City Manager
City of Plainwell
211 N. Main Street
Plainwell, Michigan 49080

With a copy to: City Clerk
City of Plainwell
211 N. Main Street
Plainwell, Michigan 49080

BizEx:

4. Transfer Tax Exemption. This agreement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).
5. Binding Effect. This Agreement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the City and the BizEx, and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Common Area Easement and Party Wall Agreement as of the date first above written.

CITY OF PLAINWELL, a Michigan municipal corporation:

By: Brad Keeler
Its: Mayor

By: JoAnn Leonard
Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2025, by Brad Keeler, the Mayor of the City of Plainwell, and by JoAnn Leonard, the City Clerk of the City of Plainwell who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

BIZEX VENTURES, LLC, a Michigan limited liability company:

By: Kurt E. Elliott
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2025, by Kurt E. Elliott, a Member of BizEx Ventures, LLC, who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and after recording return to:
Justin Lakamper, City Manager
City of Plainwell
211 N. Main St.
Plainwell, MI 49080

EXHIBIT A
Development Plan



EXHIBIT A-1
City Legal Description

Buildings 19 & 20

Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North 36°-40'-29" East, 159.32 feet; thence North 15°-18'-45" East, 38.82 feet; thence North 11°-12'-16" East, 68.75 feet; thence North 17°-55'-13" West, 125.91 feet; thence North 16°-42'-54" West, 142.94 feet to a point on a concrete retaining wall; thence South 78°-15'-18" West, 25.09 feet to the brick face of a building; thence North 16°-42'-54" West along the face of said building, 7.47 feet; thence North 29°-54'-51" East along the face of said building, 28.86 feet to the center line of a common wall between Buildings 18, 19 & 20 and the place of beginning of the land hereinafter described; thence along the center line of said common wall for the next 3 courses: Northwest between Buildings 18, 19 & 20, 41 feet, more or less; thence Northwest between Buildings 12 & 19, 40 feet, more or less; thence Northeast between buildings 19 & 11, 66 feet, more or less, to the outside face of said Buildings 19 & 11; thence Southeast and Southwest along the outside face of Buildings 19 & 20, respectively, to the place of beginning.

Park Property

Land commonly known as Fannie Pell Park, described as: Beginning at the Northeast corner of Lot 21, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records; thence West along said North line of said lot 137.00 feet, more or less, to an intermediate traverse line along the Mill Race; thence North 17°-04'-27" West, 250.00 feet to an intermediate traverse line along the Kalamazoo River; thence along said traverse line for the next 4 courses: South 83°-15'-55" East, 65.00 feet; thence North 56°-48'-46" East, 85.00 feet; thence North 25°-16'-45" East, 80.00 feet; thence South 69°-28'-55" East, 50.00 feet, more or less, to the West right-of-way of North Main Street; thence South along said right-of-way, 424 feet, more or less to the North line of said Lot 21 and the place of beginning. Together will all land lying between both intermediate traverse lines and the Kalamazoo River and Mill Race, respectively.

EXHIBIT A-2
BizEx Legal Description

That part of Lots 43, 44, 45 & 75, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records, and being more particularly described as follows: Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North 57°-24'-39" West along said Northerly right-of-way, 100.00 feet to the place of beginning of the land hereinafter described; thence continuing North 57°-24'-39" West along said Northerly right-of-way, 137.82 feet; thence North 32°-50'-50" East, 77.58 feet to the Southeast corner of a building as measured at ground level; thence along the face of buildings as measured at ground level for the next 8 courses: North 32°-50'-50" East, 163.35 feet; thence North 57°-16'-33" West, 32.43 feet; thence North 32°-07'-43" East, 49.76 feet; thence South 52°-01'-04" East, 0.17 feet; thence North 32°-39'-16" East, 20.49 feet; thence North 16°-54'-01" West, 35.77 feet; thence North 32°-46'-38" East, 36.68 feet; thence North 16°-43'-01" West, 0.58 feet; thence North 57°-13'-22" West, 0.50 feet to the center line of a common wall between Buildings 12 and 17; thence along the center line of said common wall for the next 2 courses: North 32°-46'-38" East between Buildings 12, 17 and 18, 76.55 feet; thence South 59°-17'-05" East between Buildings 18, 19 and 20, 41.42 feet to the outside brick face of said common wall; thence South 29°-54'-51" West along the brick face of the building, 28.86 feet; thence South 16°-42'-54" East along the face of said building, 7.47 feet; thence North 78°-15'-18" East, 25.09 feet to a point on a concrete retaining wall, said point being 11 feet, more or less, from the Westerly shore of the Mill Race and the beginning of an intermediate traverse line; thence along said traverse line for the next 4 courses: South 16°-42'-54" East, 142.94 feet; thence South 17°-55'-13" East, 125.91 feet; thence South 11°-12'-16" West, 68.75 feet; thence South 15°-18'-45" West, 38.82 feet; thence North 57°-24'-39" West, 111.35 feet; thence South 32°-35'-21" West, 158.92 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the Westerly shore of the Mill Race. Known as Parcel 1/Project 1 on the Prein & Newhof Survey Job No. 2100640, as revised July 7, 2011.

And

That part of Lot 43, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records, and being more particularly described as follows: Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race and the place of beginning of the land hereinafter described; thence North 57°-24'-39" West along said Northerly right-of-way, 100.00 feet; thence North 32°-35'-21" East, 158.92 feet; thence South 57°-24'-39" East, 111.35 feet to an intermediate traverse line along the Mill Race; thence South 36°-40'-29" West along said traverse line, 159.32 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the Mill Race. Known as Parcel 2/Project 2 on the Prein & Newhof Survey Job No. 2100640, as revised July 7, 2011.

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") is entered into as of this _____, day of _____ 2025, (the "Effective Date") by and between BIZEX VENTURES, LLC, a Michigan limited liability company, with registered offices at P.O. Box 99, Richland, Michigan 49083 (the "BizEx"), and the CITY OF PLAINWELL, a Michigan municipal corporation (the "City"), of 211 North Main Street, Plainwell, Michigan 49080. BizEx and City are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, BizEx is the owner of real estate located in the City of Plainwell, and Township of Gun Plain, Allegan County, Michigan, consisting of 2.09 acres (the "BizEx Property").

WHEREAS, City is the owner of real estate immediately adjacent to the BizEx Property, in the City of Plainwell, and Township of Gun Plain, Allegan County, Michigan (the "City Property").

WHEREAS, City desires the right to purchase BizEx Property if BizEx receives a bona fide written offer from any party to purchase the BizEx Property.

WHEREAS, the parties wish to enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, received and acknowledged by BizEx, the parties covenant and agree as follows:

AGREEMENT

1. Grant of Right of First Refusal. BizEx grants to the City a right of first refusal for real estate in the City of Plainwell, Township of Gun Plain, County of Allegan, and State of Michigan, described as follows:

See the attached Exhibit A (the "Premises").

2. Right of First Refusal. If at any time BizEx receives a bona fide written offer from any party to purchase the Premises in whole or in part, BizEx shall send City a copy of the proposed offer and notify City of its intention to accept the offer. City shall have the right for a period of thirty (30) days to accept in writing the terms of the offer to purchase the Premises for the purchase price stated in the bona fide written offer and on the same terms as specified in the offer. If City fails to elect to match the offer in writing within thirty (30) days, BizEx may sell the Premises to the first offeror, provided that the sale is on the terms and conditions and for the price set forth in the offer sent to City.

3. Warranty. BizEx warrants that it has good and marketable title to the Premises and the right to grant this right of first refusal.

4. Default. If BizEx enters into an assignment, sale, transfer, conveyance, lease with a term (including both primary and renewal terms) in excess of ten (10) years, or lease with an option to purchase in conflict with this right of first refusal, City may, at its option, have a court of competent jurisdiction declare this Agreement breached and order that the assignment, sale, transfer, conveyance, or lease is void. This provision shall not be construed to prevent specific performance of this right of first refusal or of any of its terms by either party.

This right of first refusal shall not restrict BizEx's right to mortgage, grant easements, or grant a lease or leases without an option to purchase and for a term (including both primary and renewal terms) not in excess of ten (10) years. Nor shall this right of first refusal restrict or prohibit transfers by operation of law, or transfers between BizEx and City.

5. Termination. This right of first refusal shall terminate upon the consummation of the assignment, sale, transfer, or conveyance in fee simple, in whole or in part, to a third party of the Premises after full compliance with the terms of this right of first refusal. However, if such a conveyance is not consummated by BizEx, this right of first refusal shall not terminate. After the right of first refusal terminates, City shall, at BizEx's request, sign any documents stating that it releases all City's rights and obligations under this right of first refusal.

6. Notice. All notices to a party must be in writing and delivered in a commercially reasonable manner, with evidence of sending being the responsibility of the party giving notice, addressed to the addresses set forth on the first page of this Agreement. With evidence demonstrating service, the party being noticed will be charged with service: (a) immediately upon hand delivery, email, or facsimile, (b) one (1) day after deposit with a nationally recognized overnight courier service, or (c) three (3) days after deposit in first class mail, return receipt requested. Service by email will be established only by a return email from the recipient or other admission or acknowledgment on the part of the recipient.

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

8. No Modification. This Agreement may not be modified, amended, discharged or terminated without an instrument in writing signed by all the parties.

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

10. Entire Agreement. There are no agreements or understandings, either oral or written, as to the specific subject matter hereof between the parties that are not set forth in this Agreement, and all other such agreements or understandings are merged herein.

11. Governing Law. This Agreement will be governed by the laws of the State of Michigan. The venue for any dispute arising under this Agreement will be proper only in a court of competent jurisdiction in Allegan County, Michigan.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal Agreement as of the date first above written.

BIZEX VENTURES, LLC, a Michigan limited liability company:

By: Kurt E. Elliott
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2025, by Kurt E. Elliott, a Member of BizEx Ventures, LLC, who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

CITY OF PLAINWELL, a Michigan municipal corporation:

By: Brad Keeler
Its: Mayor

By: JoAnn Leonard
Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2025, by Brad Keeler, the Mayor of the City of Plainwell, and by JoAnn Leonard, the City Clerk of the City of Plainwell who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and after recording return to:
Justin Lakamper, City Manager
City of Plainwell
211 N. Main St.
Plainwell, MI 49080

EXHIBIT A
Legal Description of the Premises

That part of Lots 43, 44, 45 & 75, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records, and being more particularly described as follows: Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North 57°-24'-39" West along said Northerly right-of-way, 100.00 feet to the place of beginning of the land hereinafter described; thence continuing North 57°-24'-39" West along said Northerly right-of-way, 137.82 feet; thence North 32°-50'-50" East, 77.58 feet to the Southeast corner of a building as measured at ground level; thence along the face of buildings as measured at ground level for the next 8 courses: North 32°-50'-50" East, 163.35 feet; thence North 57°-16'-33" West, 32.43 feet; thence North 32°-07'-43" East, 49.76 feet; thence South 52°-01'-04" East, 0.17 feet; thence North 32°-39'-16" East, 20.49 feet; thence North 16°-54'-01" West, 35.77 feet; thence North 32°-46'-38" East, 36.68 feet; thence North 16°-43'-01" West, 0.58 feet; thence North 57°-13'-22" West, 0.50 feet to the center line of a common wall between Buildings 12 and 17; thence along the center line of said common wall for the next 2 courses: North 32°-46'-38" East between Buildings 12, 17 and 18, 76.55 feet; thence South 59°-17'-05" East between Buildings 18, 19 and 20, 41.42 feet to the outside brick face of said common wall; thence South 29°-54'-51" West along the brick face of the building, 28.86 feet; thence South 16°-42'-54" East along the face of said building, 7.47 feet; thence North 78°-15'-18" East, 25.09 feet to a point on a concrete retaining wall, said point being 11 feet, more or less, from the Westerly shore of the Mill Race and the beginning of an intermediate traverse line; thence along said traverse line for the next 4 courses: South 16°-42'-54" East, 142.94 feet; thence South 17°-55'-13" East, 125.91 feet; thence South 11°-12'-16" West, 68.75 feet; thence South 15°-18'-45" West, 38.82 feet; thence North 57°-24'-39" West, 111.35 feet; thence South 32°-35'-21" West, 158.92 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the Westerly shore of the Mill Race. Known as Parcel 1/Project 1 on the Prein & Newhof Survey Job No. 2100640, as revised July 7, 2011.

And

That part of Lot 43, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records, and being more particularly described as follows: Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race and the place of beginning of the land hereinafter described; thence North 57°-24'-39" West along said Northerly right-of-way, 100.00 feet; thence North 32°-35'-21" East, 158.92 feet; thence South 57°-24'-39" East, 111.35 feet to an intermediate traverse line along the Mill Race; thence South 36°-40'-29" West along said traverse line, 159.32 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the Mill Race. Known as Parcel 2/Project 2 on the Prein & Newhof Survey Job No. 2100640, as revised July 7, 2011.

AGREEMENT REGARDING RIGHT OF FIRST REFUSAL

THIS AGREEMENT REGARDING RIGHT OF FIRST REFUSAL (this "Agreement") is entered into as of this _____, day of _____ 2025, (the "Effective Date") by and between BIZEX VENTURES, LLC, a Michigan limited liability company, with registered offices at P.O. Box 99, Richland, Michigan 49083 (the "BizEx"), and the CITY OF PLAINWELL, a Michigan municipal corporation (the "City"), of 211 North Main Street, Plainwell, Michigan 49080. BizEx and City are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City is the owner of a portion of the former Plainwell Paper Mill site located in the City of Plainwell, and Township of Gun Plain, Allegan County, Michigan, as depicted on and legally described on the attached Exhibit A (the "City Property").

WHEREAS, BizEx desires to purchase a portion of the former Plainwell Paper Mill site located immediately adjacent to the east of the City Property, consisting of 2.09 acres, as depicted on and legally described on the attached Exhibit B (the "BizEx Property").

WHEREAS, the City holds a right of first refusal on the BizEx Property by virtue of an instrument which is recorded in Liber 3533, Page 179, Allegan County Register of Deeds, attached hereto as Exhibit C (the "ROFR"), with the now current owner, CRA 200 Allegan St., LLC, a Michigan limited liability company (the "CRA").

WHEREAS, BizEx conveyed a bona fide written offer to CRA which has triggered the City's rights under the ROFR.

WHEREAS, City wishes to forego exercising its right of first refusal contained in the ROFR in exchange for BizEx executing and making binding on the BizEx Property a certain Amended Common Area Easement and Party Wall Agreement, a Utility Access Easement Agreement, and granting the City a right of first refusal to purchase the BizEx Property if BizEx closes on its purchase of the BizEx Property from CRA.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, received and acknowledged by BizEx, the parties covenant and agree as follows:

AGREEMENT

1. Forgo ROFR. Within three (3) business days of the Effective Date, the City shall inform CRA in writing of its intent to forgo its rights under the ROFR with respect to BizEx's bona fide written offer only.

2. Grant of Easements. If BizEx, or its successor or assigns, or any entity that controls, is controlled by, or is under common control with BizEx (a "BizEx Affiliate"), proceeds to close on and obtain fee simple title to the BizEx Property, or any portion of the BizEx Property, then within one (1) business day following the date that BizEx obtains fee simple title to the BizEx Property, BizEx shall execute and deliver the following to the City in recordable form:

- a. Amended and Restated Common Area Easement and Party Wall Agreement, in the same form attached hereto as Exhibit E; and
- b. Utility Access Easement Agreement, in the same form attached hereto as Exhibit F.
- c. A Right of First Refusal in favor of the City attached as Exhibit G.

3. Other Documents. BizEx, and any BizEx Affiliate, shall execute any other documents reasonably necessary to effectuate the purposes of this Agreement.

4. Enforcement. In the event of a breach or default of this Agreement by BizEx, the City shall have such remedies as are available pursuant to Michigan law or equity. Specific performance is a remedy expressly available to the City. All remedies shall be deemed to be cumulative and not exclusive or preclusive. This Agreement may be enforced at law or in equity in the Allegan County Circuit Court (or equivalent court) and shall be governed by the laws of the State of Michigan. Should there be any litigation or legal proceeding(s) regarding the interpretation of this Agreement, any breach or enforcement of the Agreement, or involving any of the terms, conditions or requirements of this Agreement, and should the City prevail in whole or in part, then BizEx shall reimburse the City for the City's reasonable attorneys' fees and costs (incurred by the Township both before the litigation, during the trial court or comparable proceedings, and through any appeal).

5. Waiver. The failure of any party to complain or enforce any act or omission on the part of another party, no matter how long the same may continue, shall not be deemed to be an acquiescence or waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, or any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or any other provision of this agreement. If any action by any party shall require the consent or approval of another party, such consent or approval of such action shall not be deemed a consent to or approval of any other provision of this Agreement.

6. Notice. All notices to a party must be in writing and delivered in a commercially reasonable manner, with evidence of sending being the responsibility of the party giving notice. With evidence demonstrating service, the party being noticed will be charged with service: (a) immediately upon hand delivery, email, or facsimile, (b) one (1) day after deposit with a nationally recognized overnight courier service, or (c) three (3) days after deposit in first class mail, return receipt requested. Service by email will be established only by a return email from the recipient or other admission or acknowledgment on the part of the recipient.

7. Binding Effect. This Agreement and the rights and obligations set forth herein shall be binding upon BizEx and its successors, assigns, and any BizEx Affiliate.

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

9. No Modification. This Agreement may not be modified, amended, discharged or terminated without an instrument in writing signed by all the Parties.

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

11. Entire Agreement. There are no agreements or understandings, either oral or written, as to the specific subject matter hereof between the parties that are not set forth in this Agreement, and all other such agreements or understandings are merged herein.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BIZEX VENTURES, LLC, a Michigan limited liability company:

By: Kurt E. Elliott
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2025, by Kurt E. Elliott, a Member of BizEx Ventures, LLC, who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

CITY OF PLAINWELL, a Michigan municipal corporation:

By: Brad Keeler
Its: Mayor

By: JoAnn Leonard
Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2025, by Brad Keeler, the Mayor of the City of Plainwell, and by JoAnn Leonard, the City Clerk of the City of Plainwell who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by:
Justin Lakamper, City Manager
City of Plainwell
211 N. Main St.
Plainwell, MI 49080

DRAFT

EXHIBIT A
City Property Legal Description

Buildings 19 & 20

Commencing at the East $\frac{1}{4}$ post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North $57^{\circ}-24'-39''$ West along the BizEx line of Allegan Street (M-89), 454.61 feet; thence North $32^{\circ}-35'-21''$ East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North $36^{\circ}-40'-29''$ East, 159.32 feet; thence North $15^{\circ}-18'-45''$ East, 38.82 feet; thence North $11^{\circ}-12'-16''$ East, 68.75 feet; thence North $17^{\circ}-55'-13''$ West, 125.91 feet; thence North $16^{\circ}-42'-54''$ West, 142.94 feet to a point on a concrete retaining wall; thence South $78^{\circ}-15'-18''$ West, 25.09 feet to the brick face of a building; thence North $16^{\circ}-42'-54''$ West along the face of said building, 7.47 feet; thence North $29^{\circ}-54'-51''$ East along the face of said building, 28.86 feet to the BizEx line of a common wall between Buildings 18, 19 & 20 and the place of beginning of the land hereinafter described; thence along the BizEx line of said common wall for the next 3 courses: Northwest between Buildings 18, 19 & 20, 41 feet, more or less; thence Northwest between Buildings 12 & 19, 40 feet, more or less; thence Northeast between buildings 19 & 11, 66 feet, more or less, to the outside face of said Buildings 19 & 11; thence Southeast and Southwest along the outside face of Buildings 19 & 20, respectively, to the place of beginning.

Park Property

Land commonly known as Fannie Pell Park, described as: Beginning at the Northeast corner of Lot 21, Corporation Plat of the City (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records; thence West along said North line of said lot 137.00 feet, more or less, to an intermediate traverse line along the Mill Race; thence North $17^{\circ}-04'-27''$ West, 250.00 feet to an intermediate traverse line along the Kalamazoo River; thence along said traverse line for the next 4 courses: South $83^{\circ}-15'-55''$ East, 65.00 feet; thence North $56^{\circ}-48'-46''$ East, 85.00 feet; thence North $25^{\circ}-16'-45''$ East, 80.00 feet; thence South $69^{\circ}-28'-55''$ East, 50.00 feet, more or less, to the West right-of-way of North Main Street; thence South along said right-of-way, 424 feet, more or less to the North line of said Lot 21 and the place of beginning. Together will all land lying between both intermediate traverse lines and the Kalamazoo River and Mill Race, respectively.

EXHIBIT B
BizEx Property Legal Description

That part of Lots 43, 44, 45 & 75, Corporation Plat of the City (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records, and being more particularly described as follows: Commencing at the East $\frac{1}{4}$ post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North $57^{\circ}-24'-39''$ West along the BizEx line of Allegan Street (M-89), 454.61 feet; thence North $32^{\circ}-35'-21''$ East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North $57^{\circ}-24'-39''$ West along said Northerly right-of-way, 100.00 feet to the place of beginning of the land hereinafter described; thence continuing North $57^{\circ}-24'-39''$ West along said Northerly right-of-way, 137.82 feet; thence North $32^{\circ}-50'-50''$ East, 77.58 feet to the Southeast corner of a building as measured at ground level; thence along the face of buildings as measured at ground level for the next 8 courses: North $32^{\circ}-50'-50''$ East, 163.35 feet; thence North $57^{\circ}-16'-33''$ West, 32.43 feet; thence North $32^{\circ}-07'-43''$ East, 49.76 feet; thence South $52^{\circ}-01'-04''$ East, 0.17 feet; thence North $32^{\circ}-39'-16''$ East, 20.49 feet; thence North $16^{\circ}-54'-01''$ West, 35.77 feet; thence North $32^{\circ}-46'-38''$ East, 36.68 feet; thence North $16^{\circ}-43'-01''$ West, 0.58 feet; thence North $57^{\circ}-13'-22''$ West, 0.50 feet to the BizEx line of a common wall between Buildings 12 and 17; thence along the BizEx line of said common wall for the next 2 courses: North $32^{\circ}-46'-38''$ East between Buildings 12, 17 and 18, 76.55 feet; thence South $59^{\circ}-17'-05''$ East between Buildings 18, 19 and 20, 41.42 feet to the outside brick face of said common wall; thence South $29^{\circ}-54'-51''$ West along the brick face of the building, 28.86 feet; thence South $16^{\circ}-42'-54''$ East along the face of said building, 7.47 feet; thence North $78^{\circ}-15'-18''$ East, 25.09 feet to a point on a concrete retaining wall, said point being 11 feet, more or less, from the Westerly shore of the Mill Race and the beginning of an intermediate traverse line; thence along said traverse line for the next 4 courses: South $16^{\circ}-42'-54''$ East, 142.94 feet; thence South $17^{\circ}-55'-13''$ East, 125.91 feet; thence South $11^{\circ}-12'-16''$ West, 68.75 feet; thence South $15^{\circ}-18'-45''$ West, 38.82 feet; thence North $57^{\circ}-24'-39''$ West, 111.35 feet; thence South $32^{\circ}-35'-21''$ West, 158.92 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the Westerly shore of the Mill Race. Known as Parcel 1/Project 1 on the Prein & Newhof Survey Job No. 2100640, as revised July 7, 2011.

And

That part of Lot 43, Corporation Plat of the City (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records, and being more particularly described as follows: Commencing at the East $\frac{1}{4}$ post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North $57^{\circ}-24'-39''$ West along the BizEx line of Allegan Street (M-89), 454.61 feet; thence North $32^{\circ}-35'-21''$ East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race and the place of beginning of the land hereinafter described; thence North $57^{\circ}-24'-39''$ West along said Northerly right-of-way, 100.00 feet; thence North $32^{\circ}-35'-21''$ East, 158.92 feet; thence South $57^{\circ}-24'-39''$ East, 111.35 feet to an intermediate traverse line along the Mill Race; thence South $36^{\circ}-40'-29''$ West along said traverse line, 159.32 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the Mill Race. Known as Parcel 2/Project 2 on the Prein & Newhof Survey Job No. 2100640, as revised July 7, 2011.

EXHIBIT C
Existing Right of First Refusal

DRAFT

EXHIBIT D
Agreement to Withdraw Right of First Refusal

DRAFT

EXHIBIT E
Amended and Restated Common Area Easement and Party Wall Agreement

DRAFT

EXHIBIT F
Utility Access Agreement

DRAFT

Investment Activity Report



City of Plainwell
Investment Portfolio Detail - Unaudited
at: 03/31/2025

Amanda Kersten, HR/Interim Treasurer

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

Insert Signature:

**Amanda
Kersten**

Digitally signed by
Amanda Kersten
Date: 2025.04.07
08:17:49 -04'00'

	Investment Type	CUSIP	Principal Purchase	Monthly Interest Earned	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$1,552,465	\$5,809.80	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		4.42%	
2	180-Day CD Renewal	N/A	\$246,636	\$839.01	Northstar Bank	Julie Smith - 810.329.7104	03/30/2025	09/30/2025	4.05%	183
3	365-Day CD	N/A	\$250,306	\$916.39	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2024	06/10/2025	4.90%	71
4	365-Day CD	N/A	\$93,560	\$0.00	First National Bank	Doug Johnson - 616.538.6040	11/16/2024	11/17/2025	4.19%	231
5										
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Total Investments: \$2,142,967.59 \$7,565.20 = Monthly investment interest

Average Yield: 4.39%

Cash Activity for the Month

Cash, beginning of month:	\$2,924,056.85	
		\$4,774.23 = Monthly bank account interest
Cash, end of month:	\$2,858,915.39	
Cash and Investments, end of month:	\$5,001,882.98	\$12,339.43 = Total monthly interest earned

Justin Lakamper, City Manager

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

Insert Signature:

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

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORTMONTH ENDED: **3/28/2025**% OF FISCAL YEAR: **75.14%***** - Amounts taken from audited financial statements as of June 30, 2024**

** - OPEB listing on this worksheet is included in the General Fund for financial statement purposes

*** - These amounts are taken directly from the End of Month Financial Statement provided to Council

AUDITED FIGURES AS OF MOST RECENT AUDIT *			CURRENT YEAR PERFORMANCE - UNAUDITED ***					
FUND	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS	ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
General	1,182,116	1,241,074	2,161,074	1,988,503	1,413,645	1,416,540	2,788,893	71.30%
Major Streets	160,731	190,388	251,702	127,222	314,869	319,739	373,067	34.10%
Local Streets	554,419	525,858	97,536	453,264	170,131	206,478	529,547	85.59%
Solid Waste	66,416	64,804	226,434	161,809	129,430	129,430	227,074	71.26%
Brownfield BRA	40,631	3,037	119,925	117,139	5,824	5,823	151,210	77.47%
Tax Increment TIFA	202,979	200,512	128,291	37,260	291,544	291,544	52,422	71.08%
Downtown DDA	154,012	151,768	109,126	45,808	215,086	216,186	88,342	51.85%
Revolving Loan	51,169	64,056	4,323	-	68,379	55,492	10,000	0.00%
Capital Improvement	42,150	77,265	108,523	66,029	119,758	119,759	86,113	76.68%
Fire Reserve	45,180	45,180	107,440	73,391	79,228	79,228	77,141	95.14%
Airport	31,838	33,648	47,021	47,788	32,881	26,487	89,517	53.38%
Sewer	2,016,160	1,979,501	1,312,681	1,991,524	1,300,658	1,056,558	2,662,983	74.79%
Water	1,948,490	1,762,953	687,804	1,789,234	661,523	865,405	1,824,499	98.07%
Motor Pool / Equipment	48,792	43,723	274,047	203,909	113,862	110,836	254,435	80.14%
OPEB**	136,231	89,021	43,464	35,048	97,437	102,377	59,061	59.34%
	6,681,314	6,472,788	5,679,393	7,137,927	5,014,254	5,001,883	9,274,304	76.96%

Justin Lakamper, City Manager	Amanda Kersten, HR/Interim Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature:	Insert Signature:
	<div>Amanda Kersten</div> <div>Digitally signed by Amanda Kersten Date: 2025.04.07 08:17:35 -04'00'</div>

04/10/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
 INVOICE ENTRY DATES 03/21/2025 - 04/10/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
	Invoice		
000002	AT&T		
	269685195703 25	AIRPORT LANDLINE MARCH 2025	191.61
	269685682403 25	DPS LANDLINE MARCH 2025	191.61
TOTAL FOR: AT&T			383.22
000004	PLAINWELL AUTO SUPPLY INC		
	736322	DPW - HOSE FITTING(2)/HYDRAULIC HOSE TRUCK #3 AB	327.00
	736323	DPW - INDUSTRIAL CHAIN LINKS SKID STEER BROOM AS	6.29
	737049	DPW - VACUUM PUMP TRUCK #17 AS	172.09
	737299	WR - OIL/FILTER LK	25.84
	737448	DPW - SPARK PLUGS FOR MOWERS RL	21.16
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			552.38
000009	CONSUMERS ENERGY		
	201809860241	WR PLANT ELECTRIC MARCH 2025	6,490.88
	2025.3	CITY WIDE ELECTRIC MARCH 2025	7,838.23
	2025.3 2	CITY WIDE ELECTRIC MARCH 2025	4,351.12
	206614968798	AIRPORT POLE BLDG ELECTRIC MARCH 2025	269.93
TOTAL FOR: CONSUMERS ENERGY			18,950.16
000011	SHOPPERS GUIDE INC		
	01409483	DDA - ART HOP ADVERTISEMENT DS	82.68
TOTAL FOR: SHOPPERS GUIDE INC			82.68
000013	RATHCO SAFETY SUPPLY INC		
	184204	DPW - 30" STOP SIGN(3) CP	159.39
	184242	DPW - SIGNS FOR WELLS 4 & 7 CP	90.00
TOTAL FOR: RATHCO SAFETY SUPPLY INC			249.39
000014	MICHIGAN GAS UTILITIES CORP		
	5401849926	DPW BACK BARN GAS FEBRUARY 2025	539.57
	5402210495	WR - 12TH ST GAS FEBRUARY 2025	39.07
	5403030115	DPW - WATER CHEM ROOM GAS FEBRUARY 2025	150.01
	5405940155	AIRPORT HANGER GAS FEBRUARY 2025	169.93
TOTAL FOR: MICHIGAN GAS UTILITIES CORP			898.58
000027	MICH ASSOC OF CHIEFS OF POLICE		
	03/01/2025	Accrediatation conference KC/JV	250.00
	200013904	DPS - MACP EXECUTIVES/NEW CHIEFS SCHOOL BRUCE K	1,295.00

	200013905	DPS - MACP EXECUTIVES/NEW CHIEFS SCHOOL CULVER	1,295.00
TOTAL FOR: MICH ASSOC OF CHIEFS OF POLICE			2,840.00
000034	VERIZON		
	6108135589	DPW/WR ALARM SERVICES 2/11 - 3/10/2025	43.11
	6109286973	CITY CELL/HOT SPOT SERVICE 2/24 - 3/23/2025	264.90
	6109286974	EOC/DPS PHONE SERVICE 2/24 - 3/23/2025	154.32
TOTAL FOR: VERIZON			462.33
000035	APPLIED INNOVATION		
	2775117	DPW/WR COPIER CHARGES 2/16 - 3/15/2025 CP	133.87
TOTAL FOR: APPLIED INNOVATION			133.87
000081	ROE-COMM INC		
	362415	DPS - REPLACEMENT LAPEL MIC(3) KC	465.00
TOTAL FOR: ROE-COMM INC			465.00
000087	BILL G BOMAR		
	2025.04	RETIREE HEALTH PREMIUM APRIL 2025 BOMAR	370.00
TOTAL FOR: BILL G BOMAR			370.00
000117	ESRI, INC.		
	03/01/2025	GIS Subscription	990.00
TOTAL FOR: ESRI, INC.			990.00
000131	KEVIN CHRISTENSEN		
	2025.04	RETIREE PREMIUM APRIL 2025 CHRISTENSEN	224.00
TOTAL FOR: KEVIN CHRISTENSEN			224.00
000138	AMERICAN OFFICE SOLUTIONS		
	38953781	DPS - COPIER LEASE/USAGE MARCH 2025	167.75
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			167.75
000140	HACH CO		
	14396721	DPW - FLUORIDE SPADNS2 TESTING BOTTLES(16) CP	944.40
TOTAL FOR: HACH CO			944.40
000155	BRAVE INDUSTRIAL FASTENER		
	173959	DPW - PARTS FOR SKID STEER BROOM DR/CP	298.87
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			298.87
000164	ETNA SUPPLY CO INC		
	S106178916.001	DPW - THREADED ROD/HYDRANT PARTS CP	499.80
	S106178916.002	DPW - TOUCHPADS(15) CP	170.32
	S106183515.003	DPW - SOLID SLEEVE DUAL PUPR/6X4 DI MJ RED HYDRA	534.00
	S106183531.001	DPW - MEGALUG RET GLAND(4)/\$' T-BOLT GASKET(2)/FA	1,964.00
	S106183799.001	DPW - IMPORT 4" MJ COR-TEN T BOLT GASKET S MAIN H	53.00

TOTAL FOR: ETNA SUPPLY CO INC			3,221.12
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000254	ROOT'S CANVAS SHOP INC		
	2025.3.17	DPS - RED TRUCK TARP/FASTENERS TRUCK #17 KC	350.00
TOTAL FOR: ROOT'S CANVAS SHOP INC			350.00
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000309	JOHN VARLEY		
	2025.02.28	DPS - TRAINING MEAL REIMBURSEMENT JV/KC	9.42
TOTAL FOR: JOHN VARLEY			9.42
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000500	TRUCK & TRAILER SPECIALTIES, INC.		
	DRO006227	DPW - CYLINDER REPAIR #3 LEAF TRUCK AB/CP	1,928.88
TOTAL FOR: TRUCK & TRAILER SPECIALTIES, INC.			1,928.88
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000674	A-1 ASPHALT INC		
	70595	DPW - 5 TONS WINTER HOT MIX S MAIN PATCH RN/CP	1,000.00
TOTAL FOR: A-1 ASPHALT INC			1,000.00
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000708	CARLETON EQUIPMENT CO.		
	02-705443	DPW - FILTER TRANSAXLE(2) MOWER 156 CP	102.70
TOTAL FOR: CARLETON EQUIPMENT CO.			102.70
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000734	SAFETY-KLEEN SYSTEMS		
	96748652	DPW - PARTS WASHER SOLVENT CP	489.43
TOTAL FOR: SAFETY-KLEEN SYSTEMS			489.43
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000947	WYOMING ASPHALT PAVING INC.		
	2025-011	DPW - 34.58 CRUSHED MILLINGS DOG PARK/CITY CP	674.31
TOTAL FOR: WYOMING ASPHALT PAVING INC.			674.31
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000951	MICHIGAN RURAL WATER ASSOC		
	03/18/2025	Water class RN	465.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC			465.00
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000962	STATE OF MICHIGAN		
	03/18/2025	NPDES Application LK	765.00
TOTAL FOR: STATE OF MICHIGAN			765.00
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000991	SAFETY SERVICES INC		
	136038	DPW - WELLHOUSE SAFETY SUPPLIES CP	245.55
TOTAL FOR: SAFETY SERVICES INC			245.55
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001081	MIKE BRUCE		
	2025.03.18	DPS - TRAINING MEAL REIMBURSEMENT MB/KC	65.61
TOTAL FOR: MIKE BRUCE			65.61
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001448	PROFESSIONAL CODE INSPECTIONS		

	250003	MARCH 2025 PERMITS	4,625.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			4,625.00
001645	ALEXANDER CHEMICAL CORPORATION		
	93171	WR - CYLINDER RENTAL LK	37.00
	93536	WR - 4CYL CHLORINE/4CYL SULFUR DIOXIDE LK	1,585.12
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			1,622.12
001669	DR HOOKS SIGNS INC		
	03/19/2025	Todd Overhuel brick	24.72
	142704	DPW - ARBOR DAY PLAQUE CP	200.00
TOTAL FOR: DR HOOKS SIGNS INC			224.72
001748	REPUBLIC SERVICES		
	0249-008499724	DPW - TWO CONTAINERS APRIL 2025	433.77
	0249-008500007	WR - TWO CONTAINERS APRIL 2025	285.00
TOTAL FOR: REPUBLIC SERVICES			718.77
001854	MODEL FIRST AID		
	00000136827	DPW - BANDAGE/EYE WASH/OINTMENT RN	57.74
	00000136828	WR - ASPIRIN/NON ASPIRIN LK	47.15
TOTAL FOR: MODEL FIRST AID			104.89
001888	MICHIGAN ASSOC. OF MUNICIPAL CLERKS		
	03/01/2025	MAMC Member education day	50.00
TOTAL FOR: MICHIGAN ASSOC. OF MUNICIPAL CLERKS			50.00
001909	EDWARDS INDUSTRIAL SALES		
	03/17/2025	Wedge belts	93.71
TOTAL FOR: EDWARDS INDUSTRIAL SALES			93.71
001921	MICHIGAN MUNICIPAL LEAGUE		
	03/11/2025	Membership 2025	249.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			249.00
001925	CENTURYLINK		
	732258228	DPS LONG DISTANCE SERVICE APRIL 2025	0.07
TOTAL FOR: CENTURYLINK			0.07
002002	USABUEBOOK		
	INV00660332	WR - MECHANICAL FLOAT SWITCH LK	108.66
TOTAL FOR: USABUEBOOK			108.66
002098	BOUND TREE MEDICAL LLC		
	85714116	DPS - SPIT HOOD COVER/SALIVA STOPPER KC	33.00
TOTAL FOR: BOUND TREE MEDICAL LLC			33.00

002116	CHARTER COMMUNICATIONS		
	005584501031425	DPS INTERNET/TV MARCH 2025	309.94
	172241901030725	AIRPORT INTERNET MARCH 2025	84.54
	TOTAL FOR: CHARTER COMMUNICATIONS		394.48
002219	CLARK TECHNICAL SERVICES		
	140 2025	CITY WIDE IT SERVICES MARCH 2025	703.70
	TOTAL FOR: CLARK TECHNICAL SERVICES		703.70
002246	ELHORN ENGINEERING CO.		
	305726	DPW - CHEMICALS FOR WELLS 4 & 7 CP	1,513.00
	TOTAL FOR: ELHORN ENGINEERING CO.		1,513.00
002281	HOME DEPOT		
	0014734	DPW - 1"ELBOW(14) CHRISTMAS DR	27.58
	1625207	WR - PLEDGE/SOFTSOAP/OXICLEAN/LYSOL/BUCKET LK	49.41
	4015127	DPW - CEILING FAN/DOWNROD AT DPS DR/CP	243.97
	6014928	DPW - RED SPRAY PAINT(5) CHRISTMAS RL	29.90
	6014964	DPW - RED SPRAY PAINT(3)/CABLE TIES CHRISTMAS RL	52.88
	6014965	DPW - RIDGID CUP WHEEL/UTILITY BLADE/CAT5 STAPLES	73.91
	9014818	DPW - ANCHOR EPOXY/CARP PENCIL(3) WELL 4 WK	30.41
	TOTAL FOR: HOME DEPOT		508.06
002325	SEVERANCE ELECTRIC CO INC		
	13412	DPW - SERVICE/REPAIR HS TRAFFIC LIGHT CP	128.56
	TOTAL FOR: SEVERANCE ELECTRIC CO INC		128.56
002371	RENEWED EARTH INC		
	33863	DPW - APRIL 2025 COMPOST SITE MANAGEMENT	1,250.00
	TOTAL FOR: RENEWED EARTH INC		1,250.00
002527	COPS HEALTH TRUST		
	2025.4	APRIL 2025 DENTAL/VISION PREMIUMS	1,650.39
	TOTAL FOR: COPS HEALTH TRUST		1,650.39
002661	JIM KOESTNER INC		
	6043708/1	DPS - *9807 LEFT REAR CV SHAFT REPLACEMENT KC	399.25
	TOTAL FOR: JIM KOESTNER INC		399.25
002703	CONTINENTAL LINEN SERVICES INC		
	4153622	DPS RUGS	45.62
	4170393	CH RUGS	50.06
	4170395	DPW RUGS	83.59
	4170396	WR RUGS	32.02
	TOTAL FOR: CONTINENTAL LINEN SERVICES INC		211.29
002787	ESPER ELECTRIC		

	34474	WR - VFD TROUBLESHOOT/SET/TEST BP	195.00
TOTAL FOR: ESPER ELECTRIC			195.00
002869	PLUMMERS ENVIRONMENTAL SERVICES INC		
	25193999	DPW - EMERGENCY SEWER CALL OLD ORCHARD RN	2,768.20
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICES INC			2,768.20
003067	HELPNET		
	145-4825	EMPLOYEE ASSISTANCE PROGRAM 4/1 - 6/30/2025	299.88
TOTAL FOR: HELPNET			299.88
004168	SBF ENTERPRISES		
	0139958	UB PRINT/MAIL APRIL 2025	131.75
	2025.4	UB POSTAGE APRIL 2025/MAR BILLING PS	408.68
TOTAL FOR: SBF ENTERPRISES			540.43
004173	AERZEN USA CORPORATION		
	SEPI-25-001822	WR - AERZEN BLOWER SEAL BP	1,853.49
TOTAL FOR: AERZEN USA CORPORATION			1,853.49
004195	NIEBOER HEATING & COOLING		
	I50022	WR - HVAC MAINTENANCE BP	410.00
TOTAL FOR: NIEBOER HEATING & COOLING			410.00
004206	MADISON NATIONAL LIFE INSURANCE CO		
	1686585	APRIL 2025 LIFE INSURANCE PREMIUMS	403.27
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			403.27
004221	R.W. LAPINE INC		
	65290	WR - FILTERS IN AHU/INSPECTION/NEW AIRFLOW SWITC	568.63
	66800	ADMIN - HEAT PUMP SWITCH BAD/REPLACED JL	781.13
TOTAL FOR: R.W. LAPINE INC			1,349.76
004241	GHD SERVICES INC		
	340-0144010	FEBRUARY 2025 UTILITIES/COMMON AREA MAINTENANC	2,880.35
TOTAL FOR: GHD SERVICES INC			2,880.35
004784	DUPERON CORPORATION		
	26391	WR - TWO NEW VFD'S FOR MECHANICAL SCREEN BP	2,624.76
TOTAL FOR: DUPERON CORPORATION			2,624.76
004785	PRIORITY HEALTH		
	250740003188	APRIL 2025 HEALTH INSURANCE PREMIUMS	24,975.20
TOTAL FOR: PRIORITY HEALTH			24,975.20
004794	UNITED HEALTHCARE INSURANCE COMPANY		
	2025.04 TOWN	RETIREE HEALTH INSURANCE APRIL 2025 - TOWN	302.50

	2025.04 WHIT	RETIREE HEALTH INSURANCE APRIL 2025 - WHITNEY	302.50
TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			605.00
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004796	SILVERSCRIPT INSURANCE COMPANY		
	2025.04 TOWN	RETIREE PRESCRIPTION COVERAGE APRIL 2025 - TOWN	28.30
	2025.04 WHIT	RETIREE PRESCRIPTION COVERAGE APRIL 2025 - WHITNE'	28.30
TOTAL FOR: SILVERSCRIPT INSURANCE COMPANY			56.60
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004814	WILLIAMS & WORKS		
	99988	FEBRUARY 2025 PLANNING/ZONING ASSITANCE DS	263.25
TOTAL FOR: WILLIAMS & WORKS			263.25
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004837	MUNIWEB		
	55910	MARCH 2025 WEB HOSTING/RES SCHEDULING DS	250.00
TOTAL FOR: MUNIWEB			250.00
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004852	PACE ANALYTICAL SERVICES LLC		
	2550261848	WR - MERCURY TESTING 3/18/2025 LK	863.44
	2550262519	WR - MERCURY TESTING 4/1/2025 LK	593.53
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			1,456.97
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004855	PLAINWELL ACE HARDWARE		
	19247	DPW - CAT FOOD FOR MILL LIVE TRAP DR	2.99
	19256	DPW - PROPANE FOR STONE/POTHOLES RL	28.50
	19264	DPW - GALV BUSHING/NIPPLE SHOP AS	9.57
	19302	DPW - CAT FOOD FOR MILL TRAP DR	2.99
	19312	DPW - BLUE PAINT/EPOXY/HOOK SCREW/HMR BIT/MISC	126.09
	19320	DPW - HOOK SCREW/IMPACT DRIVER BITS/FASTENERS W	77.71
	19338	DPW - BACKPACK FOR WATER VAN #6 AB	74.99
	19354	DPW - WINDEX/TOILET CLEANER/WALLPLATE AS	9.37
	19357	DPW - CLEAR ADHESIVE MAPLE ST MANHOLE AB	27.98
	19379	DPW - GALV NIPPLE/MISC FASTENERS WATER VAN SUPPI	20.91
	19381	DPW - CLEANER PELL RESTROOM RL	16.17
	19387	DPW - MISC FASTENERS(8) S MAIN HYDRANT AB	4.36
	19399	DPW - MISS DIG PAINT AB	9.99
	19403	DPW - MISC FASTENERS(20) HYDRANTS WK	8.00
	19408	DPW - MISC/MILL DR	13.99
	19418	DPW - 4PK LED COOK PARK RESTROOM AB	5.99
	19427	DPW - NO TRESPASS/DANGER SIGNS(11) MILL RN	43.89
	19435	DPW - NO TRESPASS SIGN(25) MILL DR	99.75
	19436	DPW - CABLE TIE(2) MILL DR	3.58
	19445	DPW - DOOR JAM SWITCH DRBELL WELL 4 & 7 AB	22.99
	19449	DPW - ROOF LEAK BUCKETS FOR CH AS	16.77
	19453	DPW - SCREW/HEX WASHER 50PK HICKS PARK GATE AB	16.99
	19457	DPW - SPRAY PAINT RIVERWALK RL	7.99
	19459	DPW - SPRAY PAINT HICKS PARK GATE AB	15.98
	19465	DPW - SCREW HOOK JOES GARBAGE CORRAL DR	6.59

	19466	DPW - SCREW/HEX WASHER JOES GARBAGE CORRAL DR	16.99
	19467	WR - ISOP ALCOHOL/CRAB PREV W/FERT LK	50.98
	19472	DPW - MISS DIG MARKING PAINT AB	29.97
	19480	WR - ROLLER FRAME/ROLLERS/COVER/BUCKET GRID LK	48.52
	19500	WR - TP/HAND TOWELS LK	724.89
TOTAL FOR: PLAINWELL ACE HARDWARE			1,545.48
004858	FERGUSON WATERWORKS		
	0217941	DPW - HYDRANT/HYDRANT WRENCH REPLACEMENT WK	499.40
	0218918	DPW - S MAIN PROJECT WATER PARTS CP	1,378.91
	0219589	DPW - 90 BEND SOUTH MAIN HYDRANT CP	124.00
TOTAL FOR: FERGUSON WATERWORKS			2,002.31
004886	REPUBLIC SERVICES		
	0249-008507771	APRIL 2025 CITY WIDE RECYCLE	4,799.06
TOTAL FOR: REPUBLIC SERVICES			4,799.06
004894	ASCENSION MI EMPLOYER SOLUTIONS		
	564221	ADMIN - SCREENING/COC DR AK	100.00
	564835	ADMIN - SCREENING WK AK	145.00
TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS			245.00
004913	JOSEPH CULVER		
	2025.03.15	DPS - TRAINING MEAL/LODGING REIMBURSEMENT JC/KC	355.87
TOTAL FOR: JOSEPH CULVER			355.87
005012	UNITED BANK		
	2025.03.26 1:11PM	ACH FEES UB POSTAGE RB	7.00
	2025.03.26 10:00AM	ACH FEES PAYROLL AK/RB	7.00
	2025.03.26 10:04AM	ACH FEES UNION DUES AK/RB	7.00
	2025.03.31	ADMIN - BANK ANNUAL ACH SERVICE FEE - AK	25.00
	2025.03.31 12:19P	ACH FEES APRIL 1ST ACH'S	7.00
	2025.04.03 2:04	ACH FEES PAYROLL PRENOTE	7.00
	2025.04.04 3:24	ACH FEE UB PRENOTE	7.00
	2025.04.07 11:56	ACH FEES PAYROLL	7.00
	2025.03.19	ADMIN - RETURNED ACH PAYMENT FEE - AK	7.50
TOTAL FOR: UNITED BANK			81.50
005015	CHECKALT-KLIK		
	226549	ELOCKBOX FEES FOR MARCH 2025	140.33
TOTAL FOR: CHECKALT-KLIK			140.33
005023	VAIRKKO TECHNOLOGIES, LLC		
	29726	MARCH 2025 TRAINING COURSE CONTENT	67.80
	29727	MARCH 2025 EMPLOYEE TRAINING SOFTWARE	97.80
TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC			165.60

005040	US INTERNET		
	5067980	SECURANCE EMAIL FILTERING 4/14 - 5/13/2025	70.00
TOTAL FOR: US INTERNET			70.00
005041	EVOQUA WATER TECHNOLOGIES		
	906960143	WR - ODOR CONTROL MARCH 2025	200.00
	906976584	WR - 2400GL BIOXIDE LK	9,144.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			9,344.00
005064	R & R ASSESSING INC		
	2025.04	APRIL 2025 ASSESSING SERVICES	1,700.00
TOTAL FOR: R & R ASSESSING INC			1,700.00
005106	CARRIER & GABLE INC		
	IN44649	DPW - CROSSWALK BRIGHAM/STARR CP	3,211.73
TOTAL FOR: CARRIER & GABLE INC			3,211.73
005125	8X8 INC		
	4929142	CITY WIDE PHONES MARCH 2025	630.37
TOTAL FOR: 8X8 INC			630.37
005130	MACQUEEN EMERGENCY GROUP		
	P05174	DPS ANNUAL SCBA FLOW TESTING KC	1,880.24
TOTAL FOR: MACQUEEN EMERGENCY GROUP			1,880.24
005146	H&K EXCAVATING, LLC		
	1066	DPW/WR - HAULING STREET SWEEPINGS/BIOBED CHIPS 1	3,135.12
TOTAL FOR: H&K EXCAVATING, LLC			3,135.12
005154	GINGER LEONARD		
	2025.03.19	ADMIN - TRAINING MILEAGE REIMBURSEMENT GL/JL	168.70
TOTAL FOR: GINGER LEONARD			168.70
005171	FLYERS ENERGY LLC		
	CFS-4206860	DPS - FUEL FOR POLICE/FIRE VEHICLES 3/31/2025	932.30
TOTAL FOR: FLYERS ENERGY LLC			932.30
005195	T-MOBILE USA INC		
	2025.03	CITY WIDE CELL/TABLET 2/21 - 3/20/2025	417.91
TOTAL FOR: T-MOBILE USA INC			417.91
005214	MES I ACQUISITION INC		
	03/01/2025	Startup Honeywell gas detection sys	1,100.00
	IN2224439	DPS - COMPRESSOR SERVICE CALL & PM/AIR TEST SAMPL	325.00
TOTAL FOR: MES I ACQUISITION INC			1,425.00
005217	FREDRICKSON SUPPLY LLC		

	17986	DPW - JETTER #21 NOZZLE CP	1,883.01
TOTAL FOR: FREDRICKSON SUPPLY LLC			1,883.01
005218	AUTO IMAGE INC		
	202500771	DPS - SUNROOF MOTOR *7632 KC	599.00
TOTAL FOR: AUTO IMAGE INC			599.00
999999	CELESTYN DAVIS		
	2025.03.31	ADMIN - REFUND CHICKEN PERMIT APPLICATION FEE AK	37.00
TOTAL FOR: CELESTYN DAVIS			37.00
ACACH	ALLEGAN COUNTY TREASURER		
	2025.03	MARCH 2025 TRAILER TAX	125.00
TOTAL FOR: ALLEGAN COUNTY TREASURER			125.00
ALLEG ISD	ALLEGAN AREA EDUCATION SVC AGENCY		
	2025.04.05	DELINQUENT PP TAXES COLLECTED THRU 4/5/2025	176.46
TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY			176.46
ALLEGAN TR	ALLEGAN COUNTY TREASURER		
	2025.04.05	DELINQUENT PP TAXES COLLECTED THRU 4/5/2025 AK	65.81
TOTAL FOR: ALLEGAN COUNTY TREASURER			65.81
CBEFT	HUNTINGTON NATIONAL BANK		
	2025.03	ADMIN - HUNTINGTON BANK SERVICE FEES MARCH 2025	30.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			30.00
CC9999	AMAZON		
	03/01/2025	Socks for ladies night 25	159.96
	03/01/2025	Veeam Essentials	446.00
	03/01/2025	Facebook	9.51
	03/01/2025	Lunch	19.08
	03/01/2025	License LK	71.40
	03/01/2025	Phone charging cables	35.97
	03/01/2025	IAAI Membership 2025 JW	25.00
	03/01/2025	Liquid for filling potholes	374.61
	03/01/2025	Limestone/pothole repair	131.13
	03/01/2025	Whiteboard for DPW breakroom/lysol	66.05
	03/01/2025	Flags for downtown	162.95
	03/01/2025	Training lunch	26.90
	03/01/2025	Recert active shooter KC	553.97
	03/01/2025	Gun oil	7.08
	03/01/2025	Icloud storage	2.99
	03/03/2025	KC Fuel	7.95
	03/05/2025	CH Shredding	38.00
	03/06/2025	Licensing	96.90
	03/06/2025	Monthly Subscription	56.00

	03/09/2025	Clerk conference	543.90
	03/13/2025	Training dinner	20.00
	03/13/2025	Liquid for filling potholes	229.50
	03/16/2025	Online dropbox/storage - unreceipted charge	199.00
	03/18/2025	Liquid for filling potholes	229.50
	03/18/2025	Training hotel	129.00
	03/19/2025	Duo essentials monthly	30.00
	03/19/2025	Training dinner	21.42
	03/21/2025	Training hotel	199.28
	03/22/2025	Icloud storage	2.99
TOTAL FOR: APPLE			3,896.04
COPEFT	CITY OF PLAINWELL		
	2025.03	APRIL 2025 CITY UB FOR MARCH USAGE RB	853.48
TOTAL FOR: CITY OF PLAINWELL			853.48
FNBCC	FIRST NATIONAL BANK (CREDIT CARD)		
	03/01/2025	Overlimit fee refund	(39.00)
	03/01/2025	Overlimit fee refund	(39.00)
TOTAL FOR: FIRST NATIONAL BANK (CREDIT CARD)			(78.00)
PL COM SCH	PLAINWELL COMMUNITY SCHOOLS		
	2025.04.05	DELINQUENT PP TAXES COLLECTED THRU 4/5/2025	602.82
TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS			602.82
RANSOM	RANSOM DISTRICT LIBRARY		
	2025.04.05	DELINQUENT PP TAXES COLLECTED THRU 4/5/2025	26.26
TOTAL FOR: RANSOM DISTRICT LIBRARY			26.26
SOMEFT	STATE OF MICHIGAN		
	2025.03	MARCH 2025 SALES, USE WITHHOLDING RETURN	98.18
TOTAL FOR: STATE OF MICHIGAN			98.18
TOTAL - ALL VENDORS			133,416.06

INVOICE AUTHORIZATION

Person Compiling Report

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

Insert Signature:

Roxanne
Branch

Digitally signed by
Roxanne Branch
Date: 2025.04.10
11:14:58 -04'00'

Amanda Kersten, HR/Interim Treasurer

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

Insert Signature:

Bryan Pond, Water Renewal Plant Supt.

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

Insert Signature:

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:

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature:

Robert
Nieuwenhuis

Digitally signed by Robert
Nieuwenhuis
Date: 2025.04.10
12:50:54 -04'00'

Justin Lakamper, City Manager

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

Insert Signature:

Justin
Lakamper

Digitally signed by Justin
Lakamper
Date: 2025.04.10
11:25:43 -04'00'

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
MICHIGAN GAS UTILITIES CORPORATION
CASE NO. U-21677**

Received
APR 11 2025
City of Plainwell
Office of the City Clerk

- Michigan Gas Utilities Corporation requests Michigan Public Service's approval for reconciliation of its Energy Waste Reduction costs and revenues for the period ended December 31, 2024.
- The information below describes how a person may participate in this case.
- You may call or write Michigan Gas Utilities Corporation, 899 S. Telegraph Rd., Monroe, MI 48161, (734) 457-6137, for a free copy of its application. Any person may review the documents at the offices of Michigan Gas Utilities Corporation or on the Commission's website at: <https://mi-psc.my.site.com/s/>.
- A pre-hearing will be held:

DATE/TIME: **Wednesday, May 7, 2025 at 10:00 AM**

BEFORE: **Administrative Law Judge Jonathan F. Thoits**

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOAH-R-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Michigan Gas Utilities Corporation (MGUC)'s March 27, 2025 application requesting the Commission to: 1) approve the reconciliation of the 12-month Energy Waste Reduction (EWR) surcharge revenues and expenses ending December 31, 2024, as presented by MGUC; 2) determine that MGUC's EWR surcharge revenues for the 12-month period ending December 31, 2024 were properly recovered; 3) authorize MGUC to roll-in the total under-recovery of \$1,949,714 into the beginning balance of its 2025 EWR costs and change is EWR surcharges; and 4) grant MGUC other and further authority as may be lawful and proper.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by April 30, 2025. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Michigan Gas Utilities Corporation (MGUC)'s attorney, Sherri A. Wellman, 123 W. Allegan St., Ste. 200, Lansing, MI 48933.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21677**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

U-21677

Reports & Communications:

A. City – Special Event Permit – Color Our World Fun Run/Walk

Ransom District Library plans to host this free event on Saturday, June 7th, 2025 from 10am-12pm. The Color Run/Walk will begin at the library, located at 180 S. Sherwood in Plainwell. Special colored powder will be available to spectators at designated stations along the route to throw at the runners. There is a mini run (250 yards) planned for kids age 3-8 that will end near the basketball courts in Sherwood Park. Routes and color stations are shown on the included map.

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

B. WR – Replacement of Grit Pump Motor

The pump is a 2009 model. Two previous attempts to rebuild the Wilo pump motor have failed. Replacing the entire pump is ~\$20,000, however because the pump itself is in good condition, only the motor requires replacement.

Recommended action: Council will consider approving the replacement of the Grit pump Wilo Motor by Jett Pump & Valve LLC for \$12,218.18.

C. City – First Right of Refusal to Purchase Buildings #17 and #18

The city of Plainwell has the opportunity to purchase buildings #17 and #18 from GHD for the same price offered by BizEX, currently \$326,000.00. BizEX and the City have worked together to draft agreements that codify existing practices, and grant new rights of access to Building 17 and a say in how Building #18 looks, effectively solving any concerns the City had.

Recommended action: Consider forgoing exercising the City's right of first refusal to purchase buildings #17 and #18 of the mill complex from GHD, pending the execution of the Right of First Refusal, Utility Access Easement, Amendment to the existing common area easement and party wall agreement, and the Agreement regarding right of first refusal between the City and BizEX Ventures. Further authorize the City Manager and City Attorney to take any steps reasonably necessary to effectuate the execution of the agreements subject to this motion.

Reminder of Upcoming Meetings

- April 16, 2025 – Planning Commission – 6:30pm
- April 17, 2025 – Parks & Trees – 5:00pm
- **April 28, 2025 – City Council – 7:00pm**

Non-Agenda Items / Materials Transmitted

- Notice of Public Hearing – Michigan Gas Utilities – May 07, 2025 10:00am