

City of Plainwell

Nick Larabel
Paul Rizzo
Adam Hopkins
Jim Turley
Cathy Green
David Steffen
Vacant
Randy Wisnaski
Justin Lakamper



“The Island City”

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

AGENDA DDA/TIFA/BRA Tuesday, February 10, 2026 - 7:30AM Plainwell City Hall Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes – 01/13/2025
5. Public Comment
6. Chairman’s Report
7. Recommendations and Reports:
 - A. Presentation on Festival Fridays
The Board will consider approving Festival Fridays and, if approved, select an appropriate location.
 - B. BRA - Accounts Payable for November - \$1,500.79
The Board will consider confirming BRA payables for November 2025 in the amount of \$1,500.79.
 - C. DDA - Accounts Payable for November - \$7,938.07
The Board will consider confirming DDA payables for November 2025 in the amount of \$7,938.07.
 - D. TIFA - Accounts Payable for November - \$599.11
The Board will consider confirming TIFA payables for November 2025 in the amount of \$599.11.
 - E. Revolving Loan Application
The Board will review a revolving loan application from Doster Brewing, LLC.
8. Communications:
 - i. The December 2025 Summary and Detail Financial Reports
 - ii. City Council Meeting minutes from 12/22/2025 and 01/12/2026
 - iii. Purchase agreement with Plainwell Auto for 1 acre of Mill property
 - iv. Purchase agreement with Classic Auto Mill for vacant Mill Buildings
 - v. Parking lot use agreement with Mill 17
9. Public Comment
10. Staff Comments
11. Board Comments
12. 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 BRA DDA TIFA
January 13, 2026

1. Chairman Rizzo called the meeting to order at 7:32am in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Paul Rizzo, Jim Turley, Randy Wisnaski, Cathy Green, David Steffen and Justin Lakamper
Excused: Adam Hopkins and Nick Larabel
4. Approval of Minutes:
A motion by Turley, seconded by Wisnaski, to accept and place on file the BRA DDA TIFA Meeting Minutes of the 12/09/2025 meeting. On a voice vote, all voted in favor. Motion passed.
5. Public Comment: None.
6. Chairman's Report: None.
7. Recommendations and Reports:
 - A. **A motion by Green, seconded by Turley, confirming BRA payables for December 2025 in the amount of \$5,601.88. On a voice vote, all in favor. Motion passed.**
 - B. **A motion by Wisnaski, seconded by Steffen, confirming DDA payables for December 2025 in the amount of \$2,215.61. On a voice vote, all in favor. Motion passed.**
 - C. **A motion by Green, seconded by Wisnaski, confirming TIFA payables for December 2025 in the amount of \$92.13. On a voice vote, all in favor. Motion passed.**
8. Communications:
The December 2025 Summary and Detail Financial Reports, the quarterly Revolving Loan Report and City Council Meeting minutes from 11/24/2025 and 12/08/2025 were reviewed.
9. Public Comment: None.
10. Staff Comment: Lakamper provided an update on the ~27-acre parcel for sale in Industrial Park, sharing that Balkema Excavating has offered \$675,000, full asking price (25k/acre), with intentions of building a concrete mixing plant. A concrete business requires a Special Use Permit approval recommendation from the Planning Commission, and final approval from City Council. The sale would be contingent on Special Use Permit approval. Lakamper shared that the City experiences a deficit each year, averaging from \$150,000 -\$300,000. One-time cash infusions, like the sale of property in Industrial Park, keep the City's general fund solvent given the structural deficit.

The City received an engineering grant from Lakeshore Advantage for road repair and water main replacement In Industrial Park. The engineering firm estimates \$900k for road resurfacing and \$170k to replace a section of water main. The City hopes to begin this project this spring, though as the cost is higher than anticipated, it may be delayed until next year. We are making progress toward road repair in Industrial Park. Turley asked if semi weight had been figured into the road repaving, as there are large, heavy 8 axle trucks coming in and out that have poor turning radiuses and have visibly damaged the existing pavement.

Lakamper discussed the lease agreement with Classic Auto Factory, stating that the lease was sent to environmental lawyer Mary Jane Rhoades for review. Mary Jane is well respected and knowledgeable in environmental law, and as the City will maintain ownership of the buildings, her expertise in this field will be an asset.

MINUTES
Plainwell BRA DDA TIFA
January 13, 2026

Lakamper discussed the letter from Weyerhaeuser stating their concerns with developing the Mill Property amid potential changes to PFAS laws in the future. Turley asked if Watts Homes still planned on the housing developments. Lakamper stated that Watts Homes wants to be able to complete both proposed projects- the condominiums along the river, and the residential homes, but they are aware of the potential for issues. Residential and Commercial designated areas have different remediation standards. Parcel 5, along the river, is by what once were paper mill sludge lagoons and if trash or debris is dug up, it must be disposed of appropriately.

Turley shared that he had received an easement agreement from Consumers Energy for proposed work in Industrial Park, and asked if Lakamper had also been contacted or had further information. Lakamper stated he had been working with Consumers to try to stabilize power output to one of the businesses. Turley will share the easement information with Lakamper, with hopes that between the two of them, they can get more information from Consumers.

Lakamper discussed the Council meeting on January 26, 2026 at 7pm, sharing that public input is requested concerning the sale of 1 acre of property on the Mill Site to Plainwell Auto for construction of a new building. Plainwell Auto has provided architectural concept drawings of the proposed building and site plan.

Lakamper noted that the insurance company has settled on a payout amount of \$590k for Building 2. This amount should cover the cost of demolition. The City will solicit bids for demolition, with a goal of beginning this spring.

11. Board Member Comments: None.

12. Adjournment:

A motion by Green, seconded by Turley, to adjourn the meeting at 8:22am. On a voice vote, all voted in favor. Motion passed.

Submitted by: JoAnn Leonard, City Clerk

Festival Fridays

Date:	The Second Friday of May, June, July and August
Locations:	Public spaces within local DDA's in Kalamazoo and Van Buren Counties
Time:	5:00-8:00 p.m.
Set up:	3:00-5:00 p.m.
Tear Down:	Immediately following

The Event Series:

The Festival Fridays' event series is a placemaking popup whose purpose is to activate public spaces and promote local Downtown Development Authority Districts. The series started in 2023 and has served as an inspiration for multiple events at the Arcadia Creek Festival Place and it has helped to rebrand a site that needed to be activated. By name alone, the fact that Festival Fridays was scheduled the second Friday of the month, every month through the summer provided believability that public spaces could be used for a temporary, 3-hour event that included food trucks, live entertainment, and retail driven sales.

The Proposed Series:

In 2026, Festival Fridays is going on the "road" to host popup events in local DDA's with the purpose to activate local Downtown Development Authority spaces in Kalamazoo and Van Buren County. This series will popup a 3-hour festival through a temporary, high-energy experiences that:

- Drives foot traffic to downtown businesses
- Showcase local retailers, restaurants and emerging entrepreneurs
- To reinforce and partner with DDA's to support their role as a place-maker and economic development catalyst.

Strategic Objectives:

- Economic Activation: Increase downtown spending and business visibility
- Placemaking: Demonstrate how flexible use of space enhances vibrancy
- Business Recruitment: Showcase downtown as a viable location for future tenants
- Community Engagement: Strengthen emotional connection to downtown
- Brand Awareness: Position the DDA as innovative and community-driven

Audience:

- Local residents & families
- Young professionals & creatives
- Visitors from surrounding neighborhoods
- Prospective business owners & developers
- Downtown employees

How It Works:

Since 2017, KELC has been hosting food truck rally "festivals" to build economic development and support food entrepreneurs. As a placemaking agent, the events are designed to support brick and mortar businesses and well as businesses that use events to sell their products (food trucks, crafters, merchandisers, and artisans). Regional DDA's depend on collaboration and organizations to elevate businesses within a DDA. KELC as an event planning business is looking to partner with DDA's to host these events.

Conversations with regional DDA's have stimulated the idea to take Festival Fridays on the "road." Regional DDA's including Lawton, Plainwell, Three Rivers, and Richland depend on outside entities to bring events into their jurisdictions to host community celebrations. Partners help to achieve this goal without a significant

impact to their staffing and daily workload. A popup event has the potential to bring people to their DDA's, stimulate the local businesses, and create the opportunity for local residents to enjoy a community place-making festival.

The structure of Festival Fridays creates 4 mini-festivals to fill the programming gap and provide an opportunity to highlight regional businesses. The structure of the series is designed to achieve the following objectives.

The following event objectives are used to guide this event:

- Work with sponsors and stakeholders to financially support the events and activate the DDA and area.
- Work with the DDA and their businesses and create a "City-Town Festival Friday" appeal that brands that location for that popup festival.
- Work with Midwest Communications to create an advertising package that allows affordable advertising by DDA businesses to highlight the Festival Friday community appeal (City-Town Festival Friday).
- Work with emerging food trucks that have participated in the Kzoo Event Academy to participate in the Festival Friday series to connect with new towns and villages where they can brand their business and build a catering sales program for sustainability.
- Work with the DDA's to identify local musicians that can provide entertainment celebrating the talent of the community.

Community Partners include, but not be limited to: local DDA jurisdictions, musicians, food truck entrepreneurs, DDA businesses, and media outlets that can provide advertising packages.

Event Locations and Vendor Footprint

The event locations are specific to the DDA partnership. Together the location is determined. Each location and audience appeal will determine how many food trucks can fit within the area. Additionally, the addition of merchandise, crafters or artisans is also determined by the number of participating stores within the area.

The intention of the series is to drive foot traffic and encourage shopping as an economic driver. Intentionally, vendors and individuals who live in the area will receive priority for placement at the event. This is a community event.

Here are the types of places to consider:

- Side streets or alleys
- Pocket parks or plazas
- Parking lots (temporary conversion)

Event Zones and Programming:

Each series is designed to blend and brand the DDA. Programming within the event series is designed through zones. Here are the proposed zones:

- Retail Pop-Ups
- Food & Beverage Hub
- Arts & Culture Zone
- Music / Performance Stage
- Family & Interactive Area
- DDA Information & Engagement Booth

Marketing Strategies

The marketing strategies is rooted in the concept of partner marketing. Working within the featured DDA, marketing strategies will be designed to leverage the community as a community festival under the series of Festival Fridays.

Since this is an event that is designed to promote businesses within the DDA and participating vendors (food and merchandise), the event is focused on partner advertising. With media kits, marketing tools, and a partnership with Midwest Communications, participating stakeholders will have the option to co-promote.

Midwest Communications will offer advertising packages to businesses to purchase to promote their business and location. These purchase agreements are through Midwest Communications sales team and incorporate group discounts.

With an established Facebook following and a website, the Festival Fridays series marketing strategies focus on three main experience-based strategies:

1. Community-Powered Storytelling – This series is to promote the DDA’s through a popup festival. The stores, event, and community gathering is the way they use the event to tell who they are, why they are a business, and why they love what they do.
2. Partner Driven Promotion – In order to be sustainable, the series has to be about sponsorships and partners and the DDA. Highlighting the sponsors, the organizations that make this event possible is another important strategy. Through the use of media kits, consistent messaging is used to promote the event.
3. Experience Driven Activities - As a festival, this series promotes experience driven strategies to promote what you can do when you come to the popup festival. It needs to feature what you can eat, music that you can listen to, people you will meet, and the stores that you will discover. This is an opportunity to sell the experience of the DDA and to promote the repeated trip at another time.

Event Organization Information

Kalamazoo Experiential Learning Center (KELC Events)
1417 S. Burdick Street
Kalamazoo, MI 49001
269-388-2830
Deborah Droppers
269-330-6202



Event Experience:

KELC Events has been an event management nonprofit organization since 2015. With 10 years event management experience, KELC typically implements between 50-70 events a year. Most of the events occur in the City of Kalamazoo. The events range from popup placemaking events to large 3-day festivals. Beyond the events, KELC is also a marketing consulting firm that works with nonprofit organization to great engaging public relations strategies in the realm of event marketing. The event management team is supported by a team of college interns who learn experientially how to manage events. The volunteer base available through the coordination of KELC is tied to the WMU Event Management Major and Minor curriculum programs.

The Kalamazoo Experiential Learning Center

We create event experiences. We create and manage event experiences that support brand messages that tell the stories your customers will embrace when they attend events. KELC events are created to connect attendees to the community, the businesses, and the belief that great things happen when people gather. As a 501-c-3 organization, the Kalamazoo Experiential Learning Center (KELC) is a place where college interns work in the areas of marketing, public relations, and event management. We engage, coach, and inspire our event teams to implement events through experiential, feet-on-the-street, opportunities.

2026

Sponsorship Packet

Festival Fridays Sponsorship

Hosted by

KELC Events

Hosting this event, together with local DDA groups to feature a pop-up festival series in local communities celebrating the power of economic development through placemaking events.



 @foodtruckrallykzoo

 <https://www.foodtruckrallykz.com>



Event Information

The Festival Fridays' event series is a mini-festival that includes 3 food trucks, live music, and a footprint to partner with store-front businesses for a community event. The sole purpose is to activate public spaces and promote local Downtown Development Authority Districts. Festival Fridays is scheduled on the second Friday of May, June, July and August traveling each month to a different DDA location in the greater Kalamazoo region. It is a popup festival designed to create community engagement.

KELC Events partners with local DDA groups to host the event. The DDA agrees to provide the location (street, pocket park, parking lot) and KELC will organize the popup festival working with the local businesses to use the event as a platform to build traffic, retail/restaurant sales, and a catalyst to build repeated traffic to downtown centers.

Working side-by-side, KELC Events uses sponsorship revenue to host the event while also celebrating emerging businesses that creates economic development.



Festival Fridays Event Format

Audience: local residents, families, downtown employees and visitors from surrounding cities.

Business Opportunities: Local businesses, crafters, artisans can participate either through their storefront or booths

Advertising Opportunities: Midwest Communications will offer advertising packages to promote the event that will help to increase foot traffic and build attendance.

Business Development Outcomes: The intent of the event is to build a framework to position DDA's to partner with KELC Events to build economic and community development.

Just The Facts:

Time - 5:00 pm - 8:00 pm
When - Second Fridays
May 8, June 12, July 10, August 14

Where - 4 Selected DDA locations
Allegan, Kalamazoo, Van Buren
Counties

Who: KELC Events is an event management nonprofit organization that specializes in hosting food truck festivals to drive economic development while supporting food entrepreneurs.

Festival Friday Event Sponsorship Plans

Sponsorship Benefit Plan

\$2,000 VIP Sponsorship Program

- Industry Exclusivity and presenting status at all 4 event series
- Free vendor booth or exhibit booth at all 4 event series
- Presenting status logo included in all print materials including flyers and posters
- General Sponsor Benefits

\$1,500 Marketer Sponsorship Program

- Sponsorship of the entertainment stage at all 4 event series
- Free vendor booth or exhibit booth at all 4 event series
- Company logo included in promotion of the entertainment series and venue
- General Sponsor Benefits

\$500 Supporter Sponsorship Program

- Company name and logo included in print material
- General Sponsor Benefits



The Festival Fridays series partners with WMU Event Management students providing opportunities for summer internships, experiential learning, entrepreneurial development.

Through the design and management of this series, students learn event marketing and how event design is critical to the outcomes of business sustainability.

General Sponsor Benefits:

All sponsorships also include the following benefits along with the benefits listed above.

- Sponsor Spotlights - ROI Content and Logo
- Name/Logo with links on website
- Name/Logo included in social media advertising



2026 Sponsorship Agreement Form

Business: _____ Business Phone: _____

Contact Person: _____ Cell Phone: _____

Address: _____ City: _____ Zip: _____

Email: _____ Website: _____

Facebook: _____ Instagram: _____

Please Check the Participation Level(s):

VIP Sponsorship Program:
\$2000
Amount: _____

Supporter Sponsorship Program:
\$500
Amount: _____

Marketer Sponsorship Program:
\$1,500
Amount: _____

Corporate Donation:
Any amount with no advertising
Amount: _____

Please email your company promotional content copy to Elly Weber at director@experientiallearningcenter.org. The content will be used in spotlight advertising and in news release content. Questions can be directed by calling 269-388-2830.

Please Note the Following:

- Please note that our logo will be sent under a separate cover.
- Please send copies of advertisement to: _____ (email)

Signed by: _____ Date: _____

Name: _____

Please return to: Deborah Droppers, deb@eventkalamazoo.com, 269.388-2830

Kalamazoo Experiential Learning Center (KELC Events)

1417 S. Burdick Street, Kalamazoo, MI 49001

Payable to: Kalamazoo Experiential Learning Center

Tax ID: 46-5093471 (a 501-c-3 organization, Public Charity Status - 509(a)(2))

02/02/2026 10:44 AM
 User: ROXANNE
 DB: Plainwell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
 POST DATES 11/01/2025 - 11/30/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND					
Dept 443 PUBLIC WORKS					
243-443-718.001	Health Insurance Premiums	COPS HEALTH TRUST	NOVEMBER 2025 DENTAL/VISIC	8.71	29380
243-443-718.001	Health Insurance Premiums	BLUE CARE NETWORK OF MICHIN	NOVEMBER 2025 HEALT INSURA	41.81	29383
243-443-725.001	Fringe Benefit - Life Insu	MADISON NATIONAL LIFE INSU	NOVEMBER 2025 LIFE INSURAN	3.99	29381
243-443-801.013	Professional Services - At	BLOOM SLUGGETT PC	OCTOBER 2025 PROFESSIONAL	1,033.00	29479
243-443-801.030	AUDIT SERVICES 06/30/2025	SIEGFRIED CRANDALL PC	ADMIN - AUDIT SERVICES FOF	338.28	29462
243-443-930.001	Land & Building Repairs/Ma	ALLEGAN COUNTY SHERIFFS DEDPW	- SEPTEMBER 2025 SHERI	75.00	29431
Total For Dept 443 PUBLIC				1,500.79	
Total For Fund 243 BROWNF				1,500.79	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 243 BROWNFIELD REDEVE	1,500.79
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1,500.79

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
 POST DATES 11/01/2025 - 11/30/2025
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 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 443 PUBLIC WORKS					
248-443-718.001	Health Insurance Premiums	COPS HEALTH TRUST	NOVEMBER 2025 DENTAL/VISIC	3.42	29380
248-443-718.001	Health Insurance Premiums	BLUE CARE NETWORK OF MICHIN	NOVEMBER 2025 HEALT INSURA	21.30	29383
248-443-725.001	Fringe Benefit - Life Insu	MADISON NATIONAL LIFE INSU	NOVEMBER 2025 LIFE INSURAN	1.41	29381
248-443-775.000	Supplies - Repairs and Mai	PLAINWELL ACE HARDWARE	DPW/DDA - GOLD PAINT/METAI	16.58	29449
248-443-775.000	Supplies - Repairs and Mai	PLAINWELL ACE HARDWARE	DPW/DDA - PLUG(2)/MISC FAS	24.56	29449
248-443-801.013	Professional Services - At	BLOOM SLUGGETT PC	OCTOBER 2025 PROFESSIONAL	459.00	29479
248-443-801.030	AUDIT SERVICES 06/30/2025	SIEGFRIED CRANDALL PC	ADMIN - AUDIT SERVICES FOF	64.08	29462
248-443-967.050	Project Costs - Christmas	HOME DEPOT	DPW - LIGHTS FOR DOWNTOWN	73.47	3514
248-443-967.050	Project Costs - Christmas	HOME DEPOT	DPW - LIGHTS FOR DOWNTOWN	97.96	3514
Total For Dept 443 PUBLIC				761.78	
Dept 775 SPECIAL EVENTS					
248-775-880.021	Ladies night	FACEBOOK	Ladies night	10.00	3516
248-775-880.021	Ladies night	GTR ONLINE	Ladies night	565.00	3516
248-775-880.021	Ladies night	FACEBOOK	Ladies night	11.00	3516
248-775-880.021	Ladies night	AMAZON	Ladies night	456.33	3516
248-775-880.021	Ladies night	AMAZON	Ladies night	104.97	3516
248-775-880.021	Ladies night	FACEBOOK	Ladies night	8.99	3516
248-775-880.021	Ladies night	GTR ONLINE	Ladies night	180.00	3516
248-775-880.021	Community Promotion - Spec	RYAN LINDSEY PHOTOGRAPHY	DDA - PUMPKINS IN THE PARK	100.00	29504
248-775-880.021	Community Promotion - Spec	JIM COX	DDA - LIGHT UP THE NIGHT I	350.00	29518
Total For Dept 775 SPECIAI				1,786.29	
Dept 900 CAPITAL OUTLAY					
248-900-972.000	REPAIR/RESTORE CITY CLOCK	VERDIN COMPANY	DPW/DDA - RENOVATION OF CI	5,390.00	29466
Total For Dept 900 CAPITAL				5,390.00	
Total For Fund 248 DOWNTOW				7,938.07	

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BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 248 DOWNTOWN DEVELOPM	7,938.07
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7,938.07

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POST DATES 11/01/2025 - 11/30/2025
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BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 247 TAX INCREMENT FINANCE AUTHORITY FUND					
Dept 443 PUBLIC WORKS					
247-443-718.001	HEALTH INSURANCE PREMIUMS	COPS HEALTH TRUST	NOVEMBER 2025 DENTAL/VISIC	8.55	29380
247-443-718.001	Health Insurance Premiums	BLUE CARE NETWORK OF MICHINO	NOVEMBER 2025 HEALT INSURA	14.53	29383
247-443-725.001	Fringe Benefit - Life Insu	MADISON NATIONAL LIFE INSU	NOVEMBER 2025 LIFE INSURAN	1.95	29381
247-443-801.013	Professional Services - At	BLOOM SLUGGETT PC	OCTOBER 2025 PROFESSIONAL	510.00	29479
247-443-801.030	AUDIT SERVICES 06/30/2025	SIEGFRIED CRANDALL PC	ADMIN - AUDIT SERVICES FOF	64.08	29462
Total For Dept 443 PUBLIC				599.11	
Total For Fund 247 TAX INC				599.11	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 247 TAX INCREMENT FIN	599.11
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	599.11



“The Island City”

MEMORANDUM

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

TO: DDA/BRA/TIFA Board
FROM: Staff
DATE: February 10, 2026
SUBJECT: Small Business Revolving Loan Application – Doster Real Estate

SUGGESTED MOTION: I motion to forward the Small Business Loan Application for Doster Real Estate, in the amount of \$10,000.00, to City Council for final review and approval.

BACKGROUND INFORMATION: The City of Plainwell, using grant funds awarded through the United States Department of Agriculture (USDA), offers a Revolving Loan program to qualifying small businesses within the City. This program provides low-interest loans to help finance building improvements, support job creation, and promote long-term business success. The availability of these funds encourages investment in commercial properties and supports continued growth and economic development throughout the City.

An applicant’s ability to repay the loan, available collateral, proposed use of loan proceeds, and the public benefit—such as job creation, property improvements, and support of long-term economic development—are all to be considered when reviewing the application for approval.

Drew Doster and Molly Allen-Doster, owners of Doster Real Estate, have applied for a \$10,000 loan with the intention of making improvements to the property located at 145 E Bridge Street, which they plan to later open as Doster Brewing.

BUDGET IMPACT: If the borrowers make payments as required, there will be no budget impact. In the event borrowers do not satisfy the loan terms, the City would be responsible for replenishing the funds.

Small Business Revolving Loan - Underwriting Worksheet

Business Name: Doster Real Estate
Owners: Drew Doster & Molly Allen Doster
Business Address: 145 E Bridge St
Phone/Email:
Proposed Use of Funds Building Improvements - Electrical

Section 1 – Loan Request

Loan Amount Requested	\$10,000.00
Loan Term (months)	60
Interest Rate (%)	1
Estimated Monthly Payment	\$170.94

Section 2 – Business Ability to Repay

Business Cash Flow

Net Income (Most Recent Year)	\$22,320.00
Add Back: Depreciation & Interest	\$0.00
Estimated Annual Cash Flow	\$22,320.00

Debt Payments

Existing Annual Business Debt Payments	13919.64
Total Annual Debt Payments	15,970.89

Can they make the payment?

Cash Flow Coverage Ratio	1.40	Acceptable
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Section 2B – Personal Ability to Repay (Required for New Businesses)

If the business cannot yet fully make the payment, can the owner reasonably help cover the payment?

Total Personal Annual Income	202,596.00
Total Personal Annual Debt Payments	39,395.00
Annual Payment on This Loan (Personal View)	2,051.25
Estimated Personal Surplus / (Shortfall)	161,149.75

Personal Repayment Assessment

Positive surplus – acceptable support

Section 3 – Real Estate Collateral

Property Address	145 E Bridge St	
Estimated Property Value	97,000.00	
Total Existing Liens	45,712.29	
Net Collateral Value	51,287.71	
Estimated Loan-to-Value (LTV)	47.13%	Strong

Section 4 – Basic Stability Checks

Business operating at least 2 years?

Yes / No

Revenue stable or increasing?

Yes / No

No major tax liens or judgments?

Yes / No

Personal guaranty provided?

Yes / No

Section 5 – Recommendation

Overall Recommendation

Approve

Staff Explanation

Strong personal payment assessment
building to be used as collateral
personal guaranty to be provided



“The Island City”

City of Plainwell Small Business Revolving Loan Review Sheet

For administrative use only

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

General Information

Name of Business: Doster Real Estate
 Address of Business: 145 E. Bridge
 Company Representative & Title: Drew Doster
Project Address: 145 E. Bridge

Is the applicant a New Business or Established Business?

Project Costs	
Real Property Acquisition	0
Building Construction/Renovation	\$10,000
Leasehold Improvements	0
Machinery & Equipment	0
Public Infrastructure Improvements	0
Other:	
Total Project Costs	
Total Financing Requested	\$10,000

Description of Project:
<u>Owners are opening a brewery tasting room and are requesting money help with upgrading the electrical service in their building.</u>

Scoring – Rank each from 1 to the maximum value, 1 being the lowest and the maximum being the top rating	Points	Points Possible
Quality of Design – Does it result in high-level tangible change?	6	6
Does the project meet the City Design Standards and applicable codes?	6	6
Overall Project – Is the project beneficial to Plainwell and the surrounding businesses?	6	6
Economic Impact – Does the project: (15 points total, 5 for each subsection)	12	15
a. demonstrate positive economic influence <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
b. create new jobs <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
c. increase property values in the immediate area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Cost Analysis – Is there value in the project as proposed?	10	15
Timetable for the project – Does the timetable appear to be reasonable?	6	6
Does the Project meet one or more of the project priorities?	6	6
Applicant's ability to repay?	10	15
Is the loan being secured by approved collateral? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	13	15
Is the project also being leveraged with private investment?	7	10
Minimum Score for approval consideration is 65 points.	76	100

Review	Date	Action
Administration City Manager <i>Justin Lakemper</i> Treasurer <i>Denise Wilcox</i>	2/6/2026	<input checked="" type="checkbox"/> Recommend Approval <input type="checkbox"/> Recommend Denial
DDA/BRA/TIFA		<input type="checkbox"/> Recommend Approval <input type="checkbox"/> Recommend Denial
Council		<input type="checkbox"/> Approve \$ _____ <input type="checkbox"/> Deny

PERIOD ENDING 01/31/2026

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		2025-26 AMENDED BUDGET	01/31/2026 NORMAL (ABNORMAL)	MONTH 01/31/2026 INCREASE (DECREASE)	01/31/2026 NORMAL (ABNORMAL)	BALANCE		
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND								
243-000-404.040	Captured Tax Real - BR - City Tax	6,864.00	6,863.91	0.00		0.09		100.00
243-000-404.041	Captured Tax Real - BR - Library	1,201.00	1,143.25	0.00		57.75		95.19
243-000-404.042	Captured Tax Real - BR - Capital Impr	573.00	573.21	0.00		(0.21)		100.04
243-000-404.043	Captured Tax Real - BR - Fire Reserve	573.00	573.21	0.00		(0.21)		100.04
243-000-404.044	Captured Tax Real - BR - Solid Waste	745.00	745.17	0.00		(0.17)		100.02
243-000-404.047	Captured Tax Real - DDA - School	13,757.00	16,232.90	0.00		(2,475.90)		118.00
243-000-404.048	Captured Tax Real - BR - County Taxes	4,007.00	3,993.14	0.00		13.86		99.65
243-000-413.060	Captured Tax Pers - City Tax	2,470.00	2,470.29	0.00		(0.29)		100.01
243-000-413.061	Captured Tax Pers - Library	432.00	411.45	0.00		20.55		95.24
243-000-413.062	Captured Tax Pers - Capital Improvement	206.00	206.30	0.00		(0.30)		100.15
243-000-413.063	Captured Tax Pers - Fire Reserve	206.00	206.30	0.00		(0.30)		100.15
243-000-413.064	Captured Tax Pers - Solid Waste	268.00	268.19	0.00		(0.19)		100.07
243-000-413.065	Captured Tax Pers - County Taxes	4,946.00	1,437.11	0.00		3,508.89		29.06
243-000-665.000	Interest Earnings - Investments	0.00	881.64	811.95		(881.64)		100.00
243-000-692.003	Other Financing Source - Insurance	0.00	589,460.00	589,460.00		(589,460.00)		100.00
243-000-699.101	Interfund Transfer In - General Fund	30,000.00	17,500.00	5,000.00		12,500.00		58.33
243-000-699.401	Interfund Transfer In - Cap Improvement	80,000.00	46,666.69	13,333.34		33,333.31		58.33
243-443-703.000	Salaries/Wages - Full Time Employees	49,039.00	21,779.80	2,966.22		27,259.20		44.41
243-443-704.001	Wages - Part Time Employees	2,755.00	5,350.69	58.95		(2,595.69)		194.22
243-443-704.005	Wages - Part Time Seasonal Employees	0.00	232.00	0.00		(232.00)		100.00
243-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	4,026.00	2,151.74	241.76		1,874.26		53.45
243-443-712.001	Cash in Lieu of Benefits - Insurance Buy	1,680.00	892.74	148.80		787.26		53.14
243-443-716.000	Retirement - Defined Contribution 401a	3,851.00	1,997.58	254.39		1,853.42		51.87
243-443-718.001	Health Insurance Premiums - Current EE	2,657.00	373.57	52.35		2,283.43		14.06
243-443-718.013	Health Insurance - HSA - Employer Paid	738.00	109.65	15.22		628.35		14.86
243-443-723.001	Retiree Health Care - OPEB	31.00	22.61	3.23		8.39		72.94
243-443-725.001	Fringe Benefit - Life Insurance	46.00	26.54	3.99		19.46		57.70
243-443-725.010	Workers Comp Insurance	175.00	255.38	0.00		(80.38)		145.93
243-443-767.000	Clothing - Uniforms - contract provided	99.00	0.00	0.00		99.00		0.00
243-443-775.000	Supplies - Repairs and Maintenance	2,000.00	83.25	0.00		1,916.75		4.16
243-443-801.013	Professional Services - Attorney	10,000.00	16,511.25	6,973.75		(6,511.25)		165.11
243-443-801.030	Professional Services - Auditor	425.00	427.30	89.02		(2.30)		100.54
243-443-830.000	Contractual Reimbursement CRA Activities	27,186.00	16,294.27	0.00		10,891.73		59.94
243-443-930.001	Land & Building Repairs/Maintenance	0.00	75.00	0.00		(75.00)		100.00
243-443-931.000	Equipment Repair & Maintenance	15,000.00	669.30	319.30		14,330.70		4.46
243-443-935.001	Property Liability Insurance	3,972.00	4,575.30	0.00		(603.30)		115.19
243-443-940.000	Rentals - Equipment	5,600.00	6,212.45	0.00		(612.45)		110.94
243-443-948.000	Computer Services	0.00	7.78	0.00		(7.78)		100.00
243-905-991.001	Debt Service - Principal -Interfund Loan	15,848.00	9,244.83	2,641.38		6,603.17		58.33
243-905-993.001	Debt Service - Interest - Interfund Loan	776.00	452.90	129.40		323.10		58.36

Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:

TOTAL REVENUES	146,248.00	689,632.76	608,605.29	(543,384.76)	471.55
TOTAL EXPENDITURES	145,904.00	87,745.93	13,897.76	58,158.07	60.14
NET OF REVENUES & EXPENDITURES	344.00	601,886.83	594,707.53	(601,542.83)	4,967.10

PERIOD ENDING 01/31/2026

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2026	MONTH 01/31/2026	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND						
247-000-404.040	Captured Tax Real - BR - City Tax	16,584.00	16,583.49	0.00	0.51	100.00
247-000-404.041	Captured Tax Real - BR - Library	2,902.00	2,837.91	0.00	64.09	97.79
247-000-404.042	Captured Tax Real - BR - Capital Impr	1,385.00	1,384.64	0.00	0.36	99.97
247-000-404.043	Captured Tax Real - BR - Fire Reserve	1,385.00	1,384.64	0.00	0.36	99.97
247-000-404.044	Captured Tax Real - BR - Solid Waste	1,800.00	1,800.00	0.00	0.00	100.00
247-000-404.048	Captured Tax Real - BR - County Taxes	9,678.00	9,892.27	0.00	(214.27)	102.21
247-000-573.001	Local Community Stabilization PPT PA86	0.00	0.00	(63,410.09)	0.00	0.00
247-000-583.000	Local Grants	88,515.00	63,410.09	63,410.09	25,104.91	71.64
247-000-665.000	Interest Earnings - Investments	5,000.00	7,970.00	1,179.14	(2,970.00)	159.40
247-443-703.000	Salaries/Wages - Full Time Employees	36,287.00	11,292.78	1,575.17	24,994.22	31.12
247-443-704.001	Wages - Part Time Employees	200.00	111.23	16.20	88.77	55.62
247-443-704.005	Wages - Part Time Seasonal Employees	0.00	261.24	0.00	(261.24)	100.00
247-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	2,805.00	939.02	129.57	1,865.98	33.48
247-443-712.001	Cash in Lieu of Benefits - Insurance Buy	1,155.00	667.56	111.26	487.44	57.80
247-443-716.000	Retirement - Defined Contribution 401a	1,979.00	1,051.67	139.80	927.33	53.14
247-443-718.001	Health Insurance Premiums - Current EE	3,184.00	148.19	23.73	3,035.81	4.65
247-443-718.013	Health Insurance - HSA - Employer Paid	744.00	34.43	5.74	709.57	4.63
247-443-723.001	Retiree Health Care - OPEB	0.00	1.61	0.23	(1.61)	100.00
247-443-725.001	Fringe Benefit - Life Insurance	22.00	13.14	1.95	8.86	59.73
247-443-725.010	Workers Comp Insurance	172.00	194.55	0.00	(22.55)	113.11
247-443-801.013	Professional Services - Attorney	0.00	510.00	0.00	(510.00)	100.00
247-443-801.030	Professional Services - Auditor	100.00	80.95	16.87	19.05	80.95
247-443-930.001	Land & Building Repairs/Maintenance	5,000.00	0.00	0.00	5,000.00	0.00
247-443-935.001	Property Liability Insurance	485.00	535.51	0.00	(50.51)	110.41
247-443-940.000	Rentals - Equipment	2,400.00	1,335.62	0.00	1,064.38	55.65
247-443-948.000	Computer Services	0.00	7.78	0.00	(7.78)	100.00
<hr/>						
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND:						
TOTAL REVENUES		127,249.00	105,263.04	1,179.14	21,985.96	82.72
TOTAL EXPENDITURES		54,533.00	17,185.28	2,020.52	37,347.72	31.51
NET OF REVENUES & EXPENDITURES		72,716.00	88,077.76	(841.38)	(15,361.76)	121.13

PERIOD ENDING 01/31/2026

% Fiscal Year Completed: 58.90

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GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	01/31/2026 (ABNORMAL)	MONTH 01/31/2026 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND									
248-000-404.030	Captured Tax Real - DDA - City Tax	45,558.00		45,517.59		0.00		40.41	99.91
248-000-404.031	Captured Tax Real - DDA - Library	7,973.00		7,564.63		0.00		408.37	94.88
248-000-404.032	Captured Tax Real - DDA - Capital Impr	3,804.00		3,800.97		0.00		3.03	99.92
248-000-404.033	Captured Tax Real - DDA - Fire Reserve	3,804.00		3,800.97		0.00		3.03	99.92
248-000-404.034	Captured Tax Real - DDA - Solid Waste	4,945.00		4,941.27		0.00		3.73	99.92
248-000-404.045	Captured Tax Real - DDA - County Taxes	26,592.00		26,426.57		0.00		165.43	99.38
248-000-413.060	Captured Tax Pers - City Tax	1,581.00		1,581.16		0.00		(0.16)	100.01
248-000-413.061	Captured Tax Pers - Library	277.00		263.27		0.00		13.73	95.04
248-000-413.062	Captured Tax Pers - Capital Improvement	132.00		132.05		0.00		(0.05)	100.04
248-000-413.063	Captured Tax Pers - Fire Reserve	132.00		132.05		0.00		(0.05)	100.04
248-000-413.064	Captured Tax Pers - Solid Waste	172.00		171.66		0.00		0.34	99.80
248-000-413.065	Captured Tax Pers - County Taxes	923.00		919.62		0.00		3.38	99.63
248-000-573.001	Local Community Stabilization PPT PA86	0.00		0.00		(5,353.69)		0.00	0.00
248-000-583.000	Local Grants	7,575.00		5,353.69		5,353.69		2,221.31	70.68
248-000-642.001	Sales of Merchandise - DDA	0.00		14.72		0.00		(14.72)	100.00
248-000-654.001	Charges for Service - Farmers Market Fee	5,100.00		1,491.44		0.00		3,608.56	29.24
248-000-654.102	Special Event Revenues - DDA	2,275.00		5,177.00		0.00		(2,902.00)	227.56
248-000-665.000	Interest Earnings - Investments	2,000.00		4,331.30		556.28		(2,331.30)	216.57
248-443-703.000	Salaries/Wages - Full Time Employees	36,290.00		8,416.53		1,031.75		27,873.47	23.19
248-443-704.001	Wages - Part Time Employees	400.00		222.46		32.41		177.54	55.62
248-443-704.005	Wages - Part Time Seasonal Employees	0.00		176.00		0.00		(176.00)	100.00
248-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	2,799.00		667.22		80.93		2,131.78	23.84
248-443-712.001	Cash in Lieu of Benefits - Insurance Buy	660.00		0.00		0.00		660.00	0.00
248-443-713.001	Overtime Pay	518.00		0.00		0.00		518.00	0.00
248-443-716.000	Retirement - Defined Contribution 401a	1,480.00		774.30		86.86		705.70	52.32
248-443-718.001	Health Insurance Premiums - Current EE	4,143.00		75.15		11.62		4,067.85	1.81
248-443-718.013	Health Insurance - HSA - Employer Paid	960.00		26.63		3.99		933.37	2.77
248-443-723.001	Retiree Health Care - OPEB	36.00		6.79		0.97		29.21	18.86
248-443-725.001	Fringe Benefit - Life Insurance	18.00		9.69		1.41		8.31	53.83
248-443-725.010	Workers Comp Insurance	93.00		79.74		0.00		13.26	85.74
248-443-767.000	Clothing - Uniforms - contract provided	57.00		0.00		0.00		57.00	0.00
248-443-774.000	Supplies - Planting	2,700.00		0.00		0.00		2,700.00	0.00
248-443-775.000	Supplies - Repairs and Maintenance	4,100.00		41.14		0.00		4,058.86	1.00
248-443-801.013	Professional Services - Attorney	0.00		459.00		0.00		(459.00)	100.00
248-443-801.030	Professional Services - Auditor	100.00		80.95		16.87		19.05	80.95
248-443-851.000	Postage	100.00		71.04		0.00		28.96	71.04
248-443-900.000	Printing and Publishing	3,500.00		1,480.00		190.00		2,020.00	42.29
248-443-920.000	Utilities - Electric	1,000.00		0.00		0.00		1,000.00	0.00
248-443-930.001	Land & Building Repairs/Maintenance	2,000.00		524.50		0.00		1,475.50	26.23
248-443-931.000	Equipment Repair & Maintenance	0.00		524.50		0.00		(524.50)	100.00
248-443-935.001	Property Liability Insurance	480.00		538.50		0.00		(58.50)	112.19
248-443-940.000	Rentals - Equipment	0.00		979.69		0.00		(979.69)	100.00
248-443-948.000	Computer Services	50.00		15.56		0.00		34.44	31.12
248-443-955.000	Miscellaneous Expense	200.00		21.50		0.00		178.50	10.75
248-443-960.000	Education & Training - Professional	200.00		0.00		0.00		200.00	0.00
248-443-962.000	Memberships & Dues	700.00		0.00		0.00		700.00	0.00
248-443-967.050	Project Costs - Christmas Decorations	0.00		271.39		0.00		(271.39)	100.00
248-775-880.021	Community Promotion - Special Events	7,650.00		3,840.11		775.00		3,809.89	50.20
248-775-881.022	Farmers Market Costs - DDA	3,100.00		492.13		0.00		2,607.87	15.88
248-900-971.000	Capital Purchase	50,000.00		0.00		0.00		50,000.00	0.00
248-900-972.000	Capital Outlay - Contracted Services	5,390.00		5,390.00		0.00		0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 01/31/2026

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	01/31/2026 (ABNORMAL)	MONTH	01/31/2026 (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND									
TOTAL REVENUES		112,843.00		111,619.96		556.28		1,223.04	98.92
TOTAL EXPENDITURES		128,724.00		25,184.52		2,231.81		103,539.48	19.56
NET OF REVENUES & EXPENDITURES		(15,881.00)		86,435.44		(1,675.53)		(102,316.44)	544.27
TOTAL REVENUES - ALL FUNDS		386,340.00		906,515.76		610,340.71		(520,175.76)	234.64
TOTAL EXPENDITURES - ALL FUNDS		329,161.00		130,115.73		18,150.09		199,045.27	39.53
NET OF REVENUES & EXPENDITURES		57,179.00		776,400.03		592,190.62		(719,221.03)	1,357.84

PERIOD ENDING 01/31/2026

% Fiscal Year Completed: 58.90

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GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2026	MONTH 01/31/2026	BALANCE	
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND						
Revenues						
Dept 000 - OPERATIONS						
D01 - Taxes		36,248.00	35,124.43	0.00	1,123.57	96.90
D08 - Interest and rentals		0.00	881.64	811.95	(881.64)	100.00
F40.14 - Other financing, Ins. proceeds		0.00	589,460.00	589,460.00	(589,460.00)	100.00
F40.05 - Other financing, Transfer In		110,000.00	64,166.69	18,333.34	45,833.31	58.33
000 - OPERATIONS		<u>146,248.00</u>	<u>689,632.76</u>	<u>608,605.29</u>	<u>(543,384.76)</u>	<u>471.55</u>
TOTAL REVENUES		<u>146,248.00</u>	<u>689,632.76</u>	<u>608,605.29</u>	<u>(543,384.76)</u>	<u>471.55</u>
Expenditures						
Dept 443 - PUBLIC WORKS						
Unclassified		129,280.00	78,048.20	11,126.98	51,231.80	60.37
443 - PUBLIC WORKS		<u>129,280.00</u>	<u>78,048.20</u>	<u>11,126.98</u>	<u>51,231.80</u>	<u>60.37</u>
Dept 905 - DEBT SERVICE						
Principal		15,848.00	9,244.83	2,641.38	6,603.17	58.33
Interest/fees		776.00	452.90	129.40	323.10	58.36
905 - DEBT SERVICE		<u>16,624.00</u>	<u>9,697.73</u>	<u>2,770.78</u>	<u>6,926.27</u>	<u>58.34</u>
TOTAL EXPENDITURES		<u>145,904.00</u>	<u>87,745.93</u>	<u>13,897.76</u>	<u>58,158.07</u>	<u>60.14</u>
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		<u>146,248.00</u>	<u>689,632.76</u>	<u>608,605.29</u>	<u>(543,384.76)</u>	<u>471.55</u>
TOTAL EXPENDITURES		<u>145,904.00</u>	<u>87,745.93</u>	<u>13,897.76</u>	<u>58,158.07</u>	<u>60.14</u>
NET OF REVENUES & EXPENDITURES		<u>344.00</u>	<u>601,886.83</u>	<u>594,707.53</u>	<u>(601,542.83)</u>	<u>4,967.10</u>

PERIOD ENDING 01/31/2026

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	01/31/2026 (ABNORMAL)	MONTH 01/31/2026 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND									
Revenues									
Dept 000 - OPERATIONS									
	D01 - Taxes	33,734.00		33,882.95		0.00		(148.95)	100.44
	D08 - Interest and rentals	5,000.00		7,970.00		1,179.14		(2,970.00)	159.40
	D04 - State grants	88,515.00		63,410.09		0.00		25,104.91	71.64
	000 - OPERATIONS	<u>127,249.00</u>		<u>105,263.04</u>		<u>1,179.14</u>		<u>21,985.96</u>	<u>82.72</u>
	TOTAL REVENUES	<u>127,249.00</u>		<u>105,263.04</u>		<u>1,179.14</u>		<u>21,985.96</u>	<u>82.72</u>
Expenditures									
Dept 443 - PUBLIC WORKS									
	Unclassified	54,533.00		17,185.28		2,020.52		37,347.72	31.51
	443 - PUBLIC WORKS	<u>54,533.00</u>		<u>17,185.28</u>		<u>2,020.52</u>		<u>37,347.72</u>	<u>31.51</u>
	TOTAL EXPENDITURES	<u>54,533.00</u>		<u>17,185.28</u>		<u>2,020.52</u>		<u>37,347.72</u>	<u>31.51</u>
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND:									
	TOTAL REVENUES	127,249.00		105,263.04		1,179.14		21,985.96	82.72
	TOTAL EXPENDITURES	<u>54,533.00</u>		<u>17,185.28</u>		<u>2,020.52</u>		<u>37,347.72</u>	<u>31.51</u>
	NET OF REVENUES & EXPENDITURES	72,716.00		88,077.76		(841.38)		(15,361.76)	121.13

PERIOD ENDING 01/31/2026

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2026	MONTH 01/31/2026	BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Revenues						
Dept 000 - OPERATIONS						
D01 - Taxes		95,893.00	95,251.81	0.00	641.19	99.33
D08 - Interest and rentals		2,000.00	4,331.30	556.28	(2,331.30)	216.57
D04 - State grants		7,575.00	5,353.69	0.00	2,221.31	70.68
D06 - Charges for services		7,375.00	6,683.16	0.00	691.84	90.62
000 - OPERATIONS		<u>112,843.00</u>	<u>111,619.96</u>	<u>556.28</u>	<u>1,223.04</u>	<u>98.92</u>
TOTAL REVENUES		<u>112,843.00</u>	<u>111,619.96</u>	<u>556.28</u>	<u>1,223.04</u>	<u>98.92</u>
Expenditures						
Dept 443 - PUBLIC WORKS						
Unclassified		62,584.00	15,462.28	1,456.81	47,121.72	24.71
443 - PUBLIC WORKS		<u>62,584.00</u>	<u>15,462.28</u>	<u>1,456.81</u>	<u>47,121.72</u>	<u>24.71</u>
Dept 775 - SPECIAL EVENTS						
Unclassified		10,750.00	4,332.24	775.00	6,417.76	40.30
775 - SPECIAL EVENTS		<u>10,750.00</u>	<u>4,332.24</u>	<u>775.00</u>	<u>6,417.76</u>	<u>40.30</u>
Dept 900 - CAPITAL OUTLAY						
Capital Outlay		50,000.00	0.00	0.00	50,000.00	0.00
Unclassified		5,390.00	5,390.00	0.00	0.00	100.00
900 - CAPITAL OUTLAY		<u>55,390.00</u>	<u>5,390.00</u>	<u>0.00</u>	<u>50,000.00</u>	<u>9.73</u>
TOTAL EXPENDITURES		<u>128,724.00</u>	<u>25,184.52</u>	<u>2,231.81</u>	<u>103,539.48</u>	<u>19.56</u>
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		112,843.00	111,619.96	556.28	1,223.04	98.92
TOTAL EXPENDITURES		128,724.00	25,184.52	2,231.81	103,539.48	19.56
NET OF REVENUES & EXPENDITURES		<u>(15,881.00)</u>	<u>86,435.44</u>	<u>(1,675.53)</u>	<u>(102,316.44)</u>	<u>544.27</u>
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		386,340.00	906,515.76	610,340.71	(520,175.76)	234.64
TOTAL EXPENDITURES - ALL FUNDS		329,161.00	130,115.73	18,150.09	199,045.27	39.53
NET OF REVENUES & EXPENDITURES		<u>57,179.00</u>	<u>776,400.03</u>	<u>592,190.62</u>	<u>(719,221.03)</u>	<u>1,357.84</u>

MINUTES
Plainwell City Council
December 22, 2025

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Steve Smail of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brad Keeler, Mayor Pro Tem Lori Steele, and Councilmembers Randy Wisnaski, Roger Keeney and Cathy Green.
Absent: None
5. Approval of Minutes:
A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 12/08/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioners Report: Commissioner Gale Dugan gave an update on happenings throughout Allegan County.
8. Agenda approval:
A motion by Steele, seconded by Wisnaski, to approve the Agenda for the December 22, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. Dan Veldhuizen from Siegfried Crandall PC presented the audited financial statements for the year ended June 30, 2025. Mr. Veldhuizen stated that the city's financial statements received an "unmodified" opinion, meaning no material misstatements were noted, and no audit adjustments were made. He reported the city's financial position is acceptable. He called attention to the OPEB Fund, noting that these funds are the most concerning and should be addressed. The audit revealed no deficiencies in internal controls. He stated that very few audit clients have no deficiencies, and Plainwell is the only municipality of ~150 that prepares its own financials. He recognized and thanked Contracted City employee Kelley for his hard work and attention to detail, and recommended that the City continue to contract with Mr. Kelley, as his services cost significantly less than hiring an auditing firm.
A motion by Steele, seconded by Wisnaski, accepting and placing on file the audited financial statements for the City of Plainwell as of and for the year ended June 30, 2025 as presented. On a roll call vote, all voted in favor. Motion passed.
 - B. Clerk Leonard discussed Resolutions 2026-01 through 2026-05. These Resolutions, approved annually, set meeting, holiday and flag dates, designate various employees for certain duties, and provide poverty exemption information for the upcoming year.
A motion by Steele, seconded by Wisnaski, adopting Resolution 2026-01 - 2026 Ordinance Enforcement Officers, Resolution 2026-02 - 2026 Council Meeting Dates, Resolution 2026-03 - 2026 Employee Holidays, Resolution 2026-04 - 2025 Street Flag Dates, and Resolution 2026-05 - 2026 Poverty Exemptions as presented. On a roll call vote, all voted in favor. Motion passed.
 - C. City Manager Lakamper discussed an On-Premise Tasting Permit for Deep Well Brewing LLC.
A motion by Wisnaski, seconded by Green, approving Resolution 2025-22 which recommends the consideration and approval of an On-Premises Tasting Permit for Deep Well Brewing LLC by the Michigan Liquor Control Commission. On a roll call vote, all voted in favor. Motion passed.
 - D. City Manager Lakamper discussed a lease agreement with Classic Auto Factory for the Mill Complex. Further details need to be added to the lease agreement, such as an improvement timeline of 2-3 years, and more specific information added to the list of tenant improvements in Exhibit C. Leasing the Mill Complex leaves the

MINUTES
Plainwell City Council
December 22, 2025

City responsible for the cleanup process. The City must work closely with CAF to make sure State requirements are being followed and that hazardous materials are properly remediated.

- E. City Manager Lakamper discussed Mill 17's green space plans and parking lot proposal. Kurt from Mill 17 shared that an outdoor ceremony/green space will not only beautify the river front and City, but is an important part of successfully marketing a wedding venue and attracting clientele. Parking is also important, and having both parking and a green space will increase the chance of Mill 17 being successful. He noted that guests coming to the venue will also visit downtown shops and restaurants, and potentially use local flower shops and caterers for their events. Mayor Pro Tem Steele discussed concerns with the green space utilizing the land originally intended as the parking lot for Building 17. Councilmember Green added that the City wasn't ready for the green space discussion, and had thought parking was established, as a parking lot was sold with the building. Now Mill 17's plans have evolved to include the greenspace, causing parking concerns. Matt noted that the useable space in the building is larger than originally thought, allowing Mill 17 to host not only a larger number of guests, but also potentially hold more than one event at a time. Mill 17 also hopes to host business meetings, conferences and training events. Both Kurt and Matt want to work with the Council in hopes of finding a parking solution. Mayor Pro Tem Steele stated that the City wants Mill 17 in Plainwell, and asked that Mill 17 draft a proposal that includes the green space, outdoor venue and proposed parking lot ideas to share with Council.

11. Communications:

A motion by Steele, seconded by Wisnaski, to accept and place on file the November 2025 Investment, Fund Balance, Department of Public Safety and Water Renewal Reports, and the 11/11/2025 DDA/BRA/TIFA 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 \$230,233.86 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: None.

14. Staff Comments:

Finance Director/Treasurer Wilcox shared she is settling in to her new position, continuing to learn and enjoying it. She wished everyone Merry Christmas and Happy New Year.

Superintendent Keyzer wished everyone a Merry Christmas and Happy New Year. Nothing to report from Water Renewal.

Director Callahan shared PSO McGeHee received a commendation for going above and beyond assisting an elderly resident. ~120 kids and 50 Officers from Plainwell and the surrounding communities participated in the Shop with a Hero event on 12/17/2025. Plainwell has received a donation of rescue tools. Councilmember Keeney told Director Callahan that he's noticed the parking area at the Dog Park has been torn up, and that someone hit the corner of the fence, leaving it crooked.

Clerk Leonard had nothing to report.

City Manager Lakamper shared that the City has issued a hearing notice to the owner of the burned home on Mariette. This is a required step prior to court involvement. The City has received a grant through Lakeshore Advantage for engineering work on the Industrial park paving project, including replacing an old section of water main. This project is tentatively scheduled for 2026/2027. Fleis & Vandenbrink have suggested the City pursue an SRF loan for necessary updates to the Water Renewal plant, and they can assist the City in applying for the loan. He touched on the audit, noting that the reason the general fund balance is acceptable is due to one-time land sales. Each year the City has a deficit of ~300k. This year was slightly better, as several full-time staff members retired and were not replaced. The City will continue to contract with Brian Kelley. He shared that the fire suppression system had

MINUTES
Plainwell City Council
December 22, 2025

frozen at the William Crispe House, flooding the building and releasing ~800k gallons of water. Councilmember Green asked about the remaining parcel for sale in Industrial Park. City Manager Lakamper shared that there is an interested party. He is working with Consumer's Power to assess the power grid to make sure it can support a new business with high energy demands.

15. Council Comments:

Mayor Pro Tem Steele wished everyone a Merry Christmas and Happy New Year, telling everyone to be safe and stay out of trouble. She thanked all City of Plainwell employees for their hard work throughout the year.

Councilmember Wisnaski wished everyone a Merry Christmas and Happy New Year

Councilmember Green wished everyone a Merry Christmas and Happy New Year, sharing that she has retired.

Councilmember Keeney wished everyone a Merry Christmas and Happy New Year, and shared that his vacation was great- full of sunshine, great weather and golf.

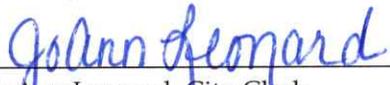
16. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 8:35pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL

January 12, 2026



JoAnn Leonard, City Clerk

MINUTES
Plainwell City Council
January 12, 2025

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

MINUTES
Plainwell City Council
January 12, 2025

D. City Manager Lakamper discussed Resolution 2026-06, which establishes a Redevelopment Project Area encompassing the City of Plainwell including Industrial Park, and will allow Mill 17 to apply for a Class C Redevelopment Liquor License.
A motion by Steele, seconded by Keeney, adopting Resolution 2026-06 as presented. On a roll call vote, all voted in favor. Motion passed.

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

11. Communications:

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

12. Accounts Payable:

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

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

14. Staff Comments:

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

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

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

Clerk Leonard reported had nothing to report.

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

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

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

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

MINUTES
Plainwell City Council
January 12, 2025

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

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

15. Council Comments:

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

16. Adjournment:

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

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
January 26, 2025



JoAnn Leonard, City Clerk



“The Island City”

MEMORANDUM

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

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: January 26th, 2026
SUBJECT: Consideration of NAPA Purchase Agreement

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

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

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

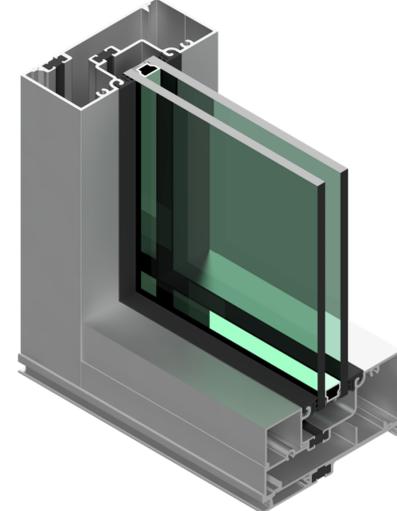
community was asked to identify which types of land use they envisioned on the property during a public meeting. The results of that meeting were that those present indicated that the area along M-89 should be used for retail businesses. One of the original concept drawings for the property included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

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

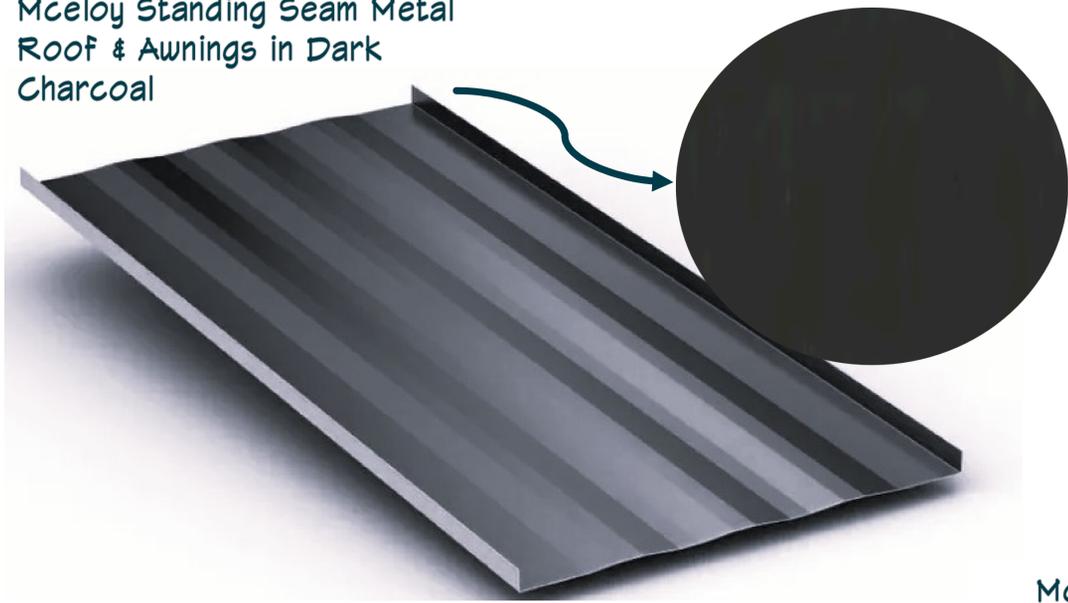
BUDGET IMPACT: This will add \$40,000, less the survey and closing costs, to the BRA Fund.

ATTACHEMENTS: Preliminary building design and site plan

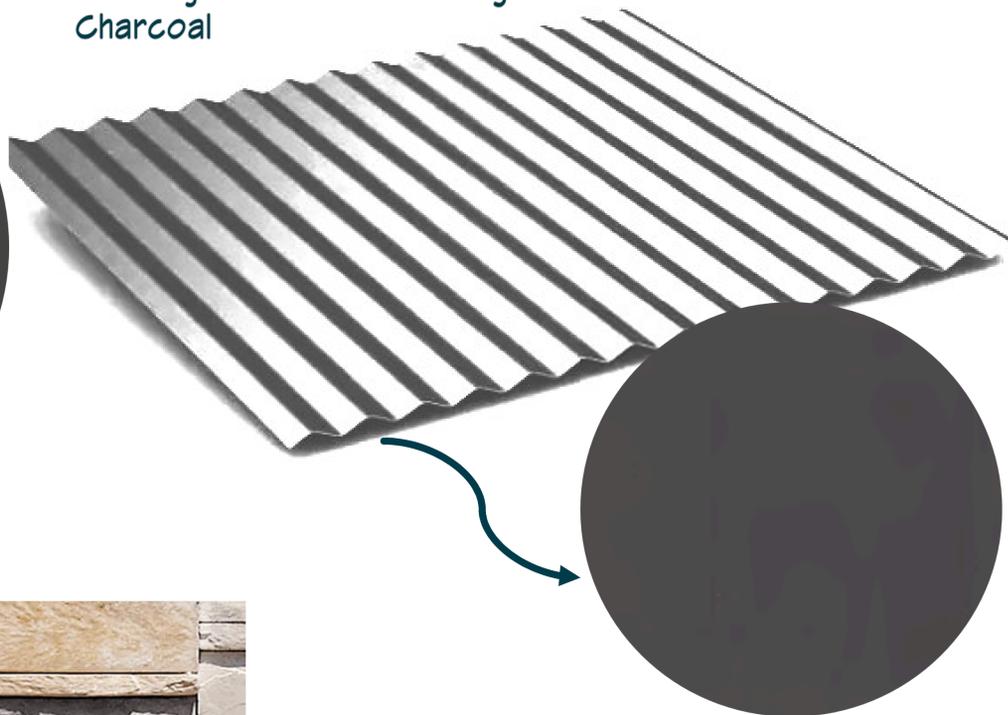
Storefront System in Clear Anodized Finish



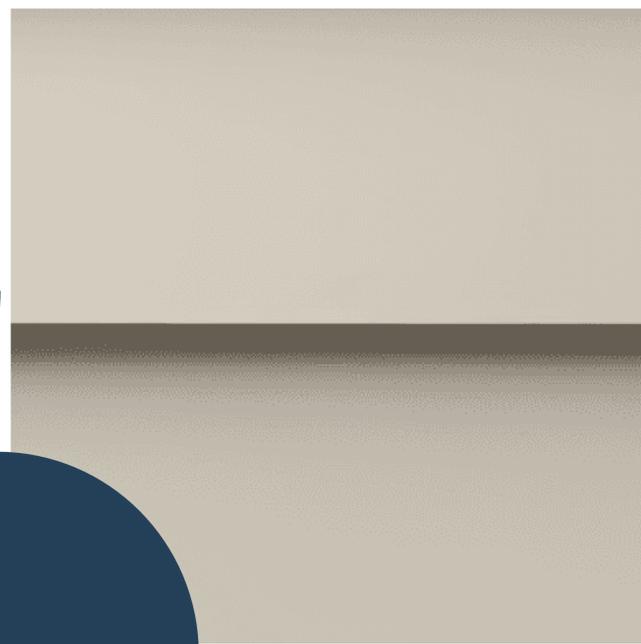
Mcelroy Standing Seam Metal Roof & Awnings in Dark Charcoal



Mcelroy M-Cor Panel Siding in Charcoal



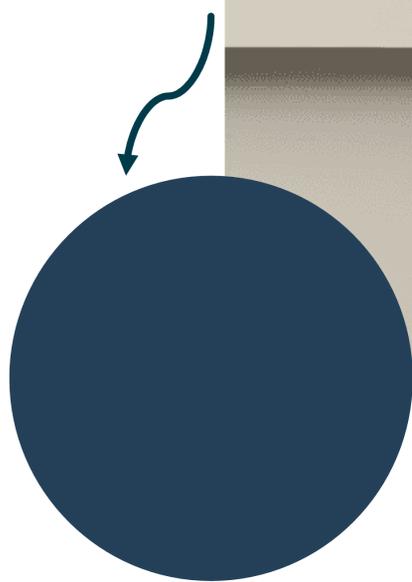
James Hardie Smooth Lap Siding Primed/Unfinished - Painted in SW 9177 Salty Dog



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

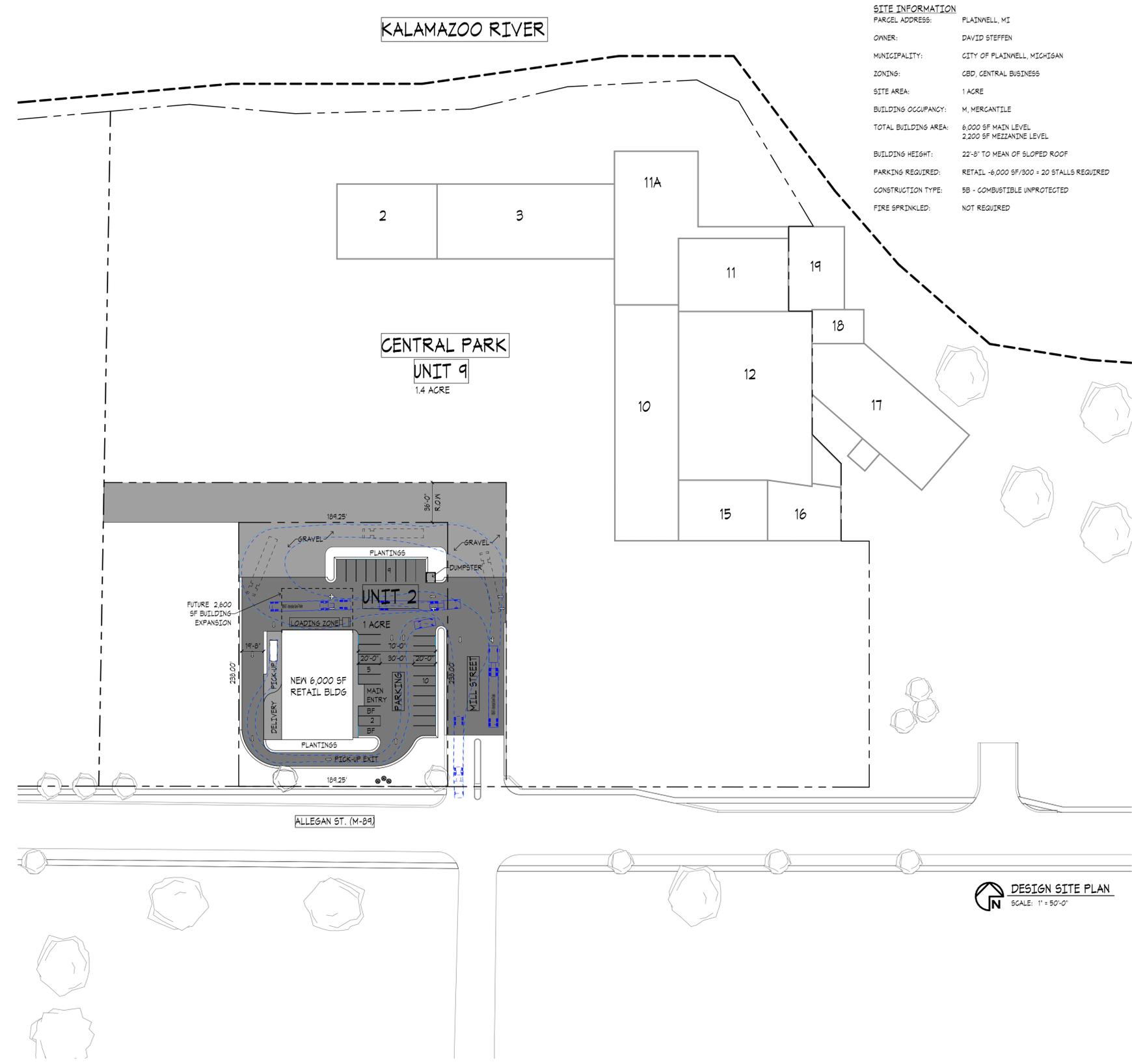
SW 7069 Iron Ore - Columns @ Backside of Bldg

Coronado Pro Ledge Stone in Oakbrook





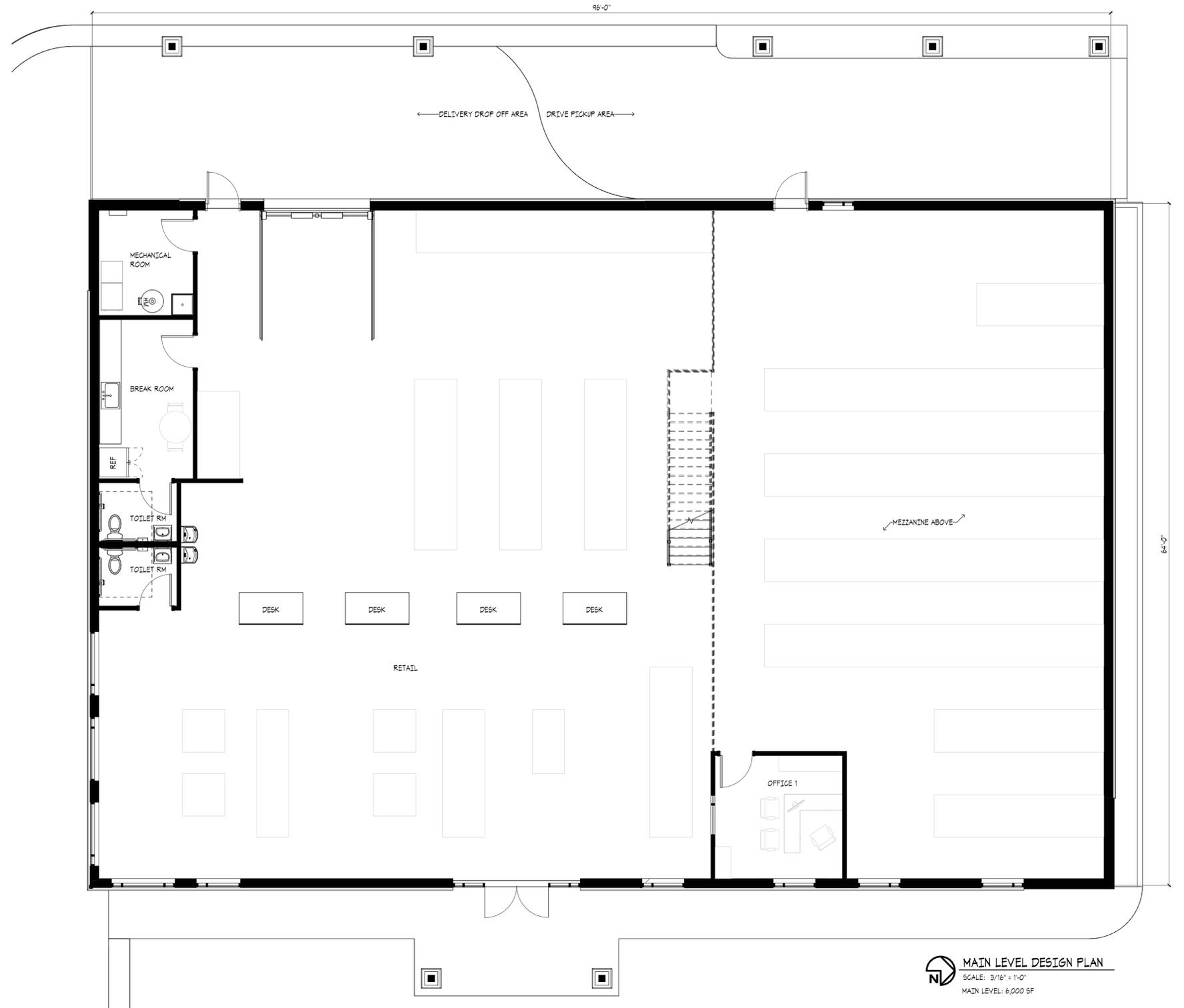




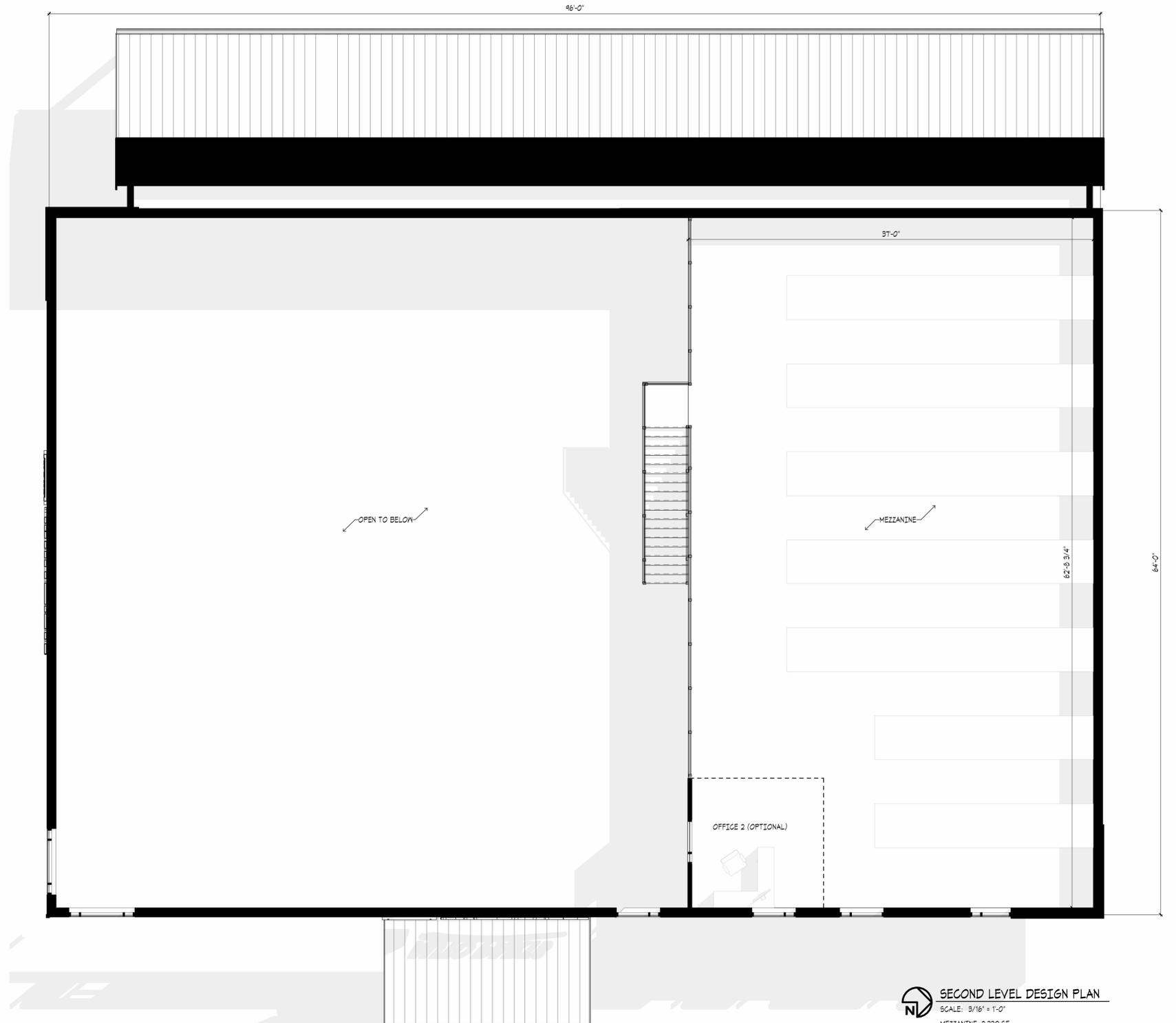
SITE INFORMATION

PARCEL ADDRESS:	PLAINWELL, MI
OWNER:	DAVID STEFFEN
MUNICIPALITY:	CITY OF PLAINWELL, MICHIGAN
ZONING:	CBD, CENTRAL BUSINESS
SITE AREA:	1 ACRE
BUILDING OCCUPANCY:	M, MERCANTILE
TOTAL BUILDING AREA:	6,000 SF MAIN LEVEL 2,200 SF MEZZANINE LEVEL
BUILDING HEIGHT:	22'-8" TO MEAN OF SLOPED ROOF
PARKING REQUIRED:	RETAIL - 6,000 SF/300 = 20 STALLS REQUIRED
CONSTRUCTION TYPE:	5B - COMBUSTIBLE UNPROTECTED
FIRE SPRINKLED:	NOT REQUIRED

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



 MAIN LEVEL DESIGN PLAN
SCALE: 3/16" = 1'-0"
MAIN LEVEL: 6,000 SF



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



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



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



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



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



“The Island City”

MEMORANDUM

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

To: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: January 26th, 2026
SUBJECT: Classic Auto Mill Purchase Agreement

SUGGESTED MOTION: “Motion to approve the sale of buildings located on the permanent parent parcel ID# of 55-030-076-01, subject to surveys, and authorize the City Manager and City Clerk to enter into a purchase/sale agreement for the property. Further authorize the City Manager and City Clerk to execute any documents or other agreements necessary to close on the sale of the property. Further authorize the City Manager and City Attorney to take any steps reasonably necessary to effectuate the sale of the Property subject to this motion.”

BACKGROUND INFORMATION: We have been negotiating with Classic Auto Factory, now Classic Auto Mill, for the six months to come up with an agreement to get their business into the remaining mill buildings. Their business includes the storage and repair of classic cars. Throughout those negotiations we discussed a purchase agreement, a long-term lease, and now are back to a purchase agreement. All of the remaining vacant buildings would be conveyed to Classic Auto Mill for \$1. There would also be a claw back provision should they not complete a list of renovations within three years.

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

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

BUDGET IMPACT: None

ATTACHMENTS: Draft Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

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

Article I

Background and Certain Definitions

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

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

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

Kalamazoo, MI 49009.

Article 2 Purchase and Sale

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

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

Article 3 Title and Survey

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

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

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

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

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

Article 4 Inspection Period

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

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

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

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

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

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

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

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

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

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

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

Article 5
Utilities; Shared Wall Easement; Land Division

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

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

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

Article 6
Closing

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

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

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

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

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

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

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

6.4 Credits and Prorations.

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

meter readings occurring prior to Closing; and

C. water and sewer charges.

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

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

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

a. The obligation of Purchaser to close the Purchase is subject to the completion of the following conditions:

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

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

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

Article 7
Representations, Warranties, Covenants and Cross Indemnification

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

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

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

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

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

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

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

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

Article 8

Default

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

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

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

Article 9 Risk of Loss

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

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

Article 10
Advisory Fees/Commissions

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

Article 11
Miscellaneous

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

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

If to Seller:

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

If to Purchaser:

Email: [_____]

With a Copy To:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER

CITY OF PLAINWELL, a Michigan municipal corporation:

By: Brad Keeler

Its: Mayor

By: JoAnn Leonard

Its: City Clerk

PURCHASER

Classic Auto Mill, LLC

By: Darius Grigaliunas

Its: Sole Member

EXHIBIT A
The Premises

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



EXHIBIT B
Covenant Deed

Covenant Deed

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

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

[insert legal description and tax parcel identification number]

(the "Property")

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

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

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

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

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

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

“Grantor”

Date: _____, 202_

By:
Its:

STATE OF MICHIGAN
[COUNTY] COUNTY

)
)

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

[Signature line]

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

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

My commission expires [date].

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

Drafted by and when recorded return to:

[Name and address of drafting attorney]

Send subsequent tax bills to:

[name and address]

EXHIBIT C
List of Improvements

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

EXHIBIT B
Option to Repurchase



"The Island City"

MEMORANDUM

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

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: January 26th, 2026
SUBJECT: Parking Use Agreement with Mill 17

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

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

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

BUDGET IMPACT: None

ATTACHMENTS:

Dear Justin and City Council Members,

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

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

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

Our Commitments:Snow Plowing & Salting:

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

General Upkeep:

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

Liability:

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

Benefits to the City:

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

Economic Support:

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

Simplicity:

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

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

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

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

Sincerely,

Matt Rubino & Kurt Elliott Owners, Mill 17