

City of Plainwell



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

"The Island City"

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

AGENDA (AMENDED) Plainwell City Council Monday, January 27, 2025 - 7:00PM Plainwell City Hall Council Chambers

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes – 01/13/2025 Regular Meeting
6. General Public Comments
7. County Commissioner Report
8. Agenda Approval
9. Mayor's Report
10. Recommendations and Reports:

A. City – Ordinance #399 – Michigan Gas Utilities Franchise

Council will consider approving Ordinance #399, granting Michigan Gas Utilities permission to lay and maintain gas lines in public right of ways within the City of Plainwell for a period of ten years.

B. City – Special Event Permit 25-01 – Dean's Ice Cream

Council will consider approving Dean's Ice Cream Special Event Permit.

C. City – Other Post-Employment Benefit 'OPEB' Trust Contribution

Council will consider approving a transfer of \$9,949.00 into the OPEB Trust to cover the actuarially determined 'normal cost' for employees covered by the City of Plainwell Retiree Medical Benefit Plan.

D. City – Consideration of the sale of land in Industrial Park Purchase Agreement for Vacant Industrial Land

Council will consider approving the sale of land located in Industrial Park and authorizing the City Manager to execute the sale approximately 28 (or 15) acres of real property located at 830 Miller Road, Plainwell, MI 49080, parcel ID 55-020-056-00, and authorizing the City Manager and

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

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.

E. City – Resolution 2025-06 – A Resolution of support for the West Michigan Trails Regional Trails Master Plan

Council will consider adopting Resolution 2025-06 as presented.

F. DPS – Sale of a 2016 Ford Explorer SUV, previously used as the Chief’s vehicle

Council will consider approving the sale of a 2016 Ford Explorer SUV with the minimum sale price being \$9,000.

- 11. Communications:** The December Department of Public Safety and Water Renewal reports, the 12/10/2024 DDA/BRA/TIFA meeting minutes and the 12/12/2024 Parks & Trees meeting minutes.
- 12. Accounts Payable - \$235,661.43**
- 13. Public Comments**
- 14. Staff Comments**
- 15. Council Comments**
- 16. Adjournment**

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

MINUTES
Plainwell City Council
January 13, 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 Keeler, Mayor Pro Tem Steele, Councilmember Wisnaski, Councilmember Keeney and Councilmember 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 12/23/2024 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioners Report: None.
8. Agenda approval:
A motion by Steele, seconded by Wisnaski, to approve the Agenda for the January 13, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: We have two offers on the remaining 25 acres of property in Industrial Park. One offer is for 15 acres, and the other is for the full 25 acres. We are hoping to work with both.
10. Recommendations and Reports:
 - A. Clerk Leonard discussed Resolution 2025-05. This Resolution updates Poverty Exemption guidelines based on information provided and updated each year by the US Department of Health and Human Services.
A motion by Keeney, seconded by Green, to adopt Resolution 2025-05 - Guidelines for Poverty Exemptions as presented. On a roll call vote, all voted in favor. Motion passed.
 - B. Superintendent Nieuwenhuis discussed the annual road salt purchase through Michigan's MiDeal program. This purchase was approved by Council on June 24th, 2024 as part of an annual blanket confirming and purchase order. At that time, the vendor was unknown. Michigan has chosen Detroit Salt to be this year's supplier.
A motion by Keeney, seconded by Wisnaski, approving the seasonal salt purchase through the Michigan MiDeal program from Detroit Rock salt for \$6,667.00. On a roll call vote, all voted in favor. Motion passed.
 - C. Superintendent Nieuwenhuis discussed the City's water tower. The water tower is about 25 years old, and is due for maintenance and repair. Dixon Engineering has provided a professional service agreement for this project. In the agreement, Phase 1 will consist of Dixon Engineering writing the specifications for the bid process and assisting with the contract and the preconstruction meeting.
A motion by Wisnaski, seconded by Steele, approving a professional services agreement with Dixon Engineering for Phase 1 of the water tower renovation project for a cost of \$11,500.00. On a roll call vote, all voted in favor. Motion passed.
 - D. Director Callahan discussed a purchase agreement with Axon Body Worn Cameras. The agreement requires annual installment payments over a five-year period. This is the third of five total such payments. The City will make the payment, and then submit proof of payment to a grant program awarded through Small Rural Tribal to purchase body cameras. Small Rural Tribal will reimburse the City half of the cost of each installment payment.
A motion by Keeney, seconded by Green, approving the third installment payment to Axon Body Worn Cameras in the amount of \$5,916.45. On a roll call vote, all voted in favor. Motion passed.
11. Communications:
A motion by Steele, seconded by Wisnaski, to accept and place on file the December 2024 Investment and Fund Balance Reports. On a voice vote, all voted in favor. Motion passed.

MINUTES
Plainwell City Council
January 13, 2025

12. Accounts Payable:

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$1,172,207.00 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: None.

14. Staff Comments:

Superintendent Nieuwenhuis complemented the DPW staff, sharing that they are doing a good job plowing and keeping up with the snow.

Community Development Manager Siegel shared that she is preparing for the new year. She is working with a business on a Match on Main grant, which awards up to \$25,000 to downtown business for renovation projects. She reminded everyone about the upcoming Chocolate Stroll.

Assistant Superintendent Keyser stated that a variable frequency drive at the Cushman lift station is being replaced. The new gas detection equipment has been installed, and will be programmed and fully operational in the next week.

Superintendent Pond shared that W Soule will be fabricating several replacement pieces for the grit mitt auger, as the equipment is old enough that OEM parts through the manufacturer are no longer available.

Director Callahan shared that the Shop with a Hero event held on 12/17/2024 was a huge success. About 140 kids were provided with \$175 gift cards from Meijer to shop for the holiday. Police officers, firemen, first responders and teachers worked together to assist Plainwell students shop and wrap their chosen gifts.

Clerk Leonard stated that she had learned about annual poverty exemptions while researching information to create Resolution 2025-05.

City Manager Lakamper mentioned that the tribe had donated a police vehicle to DPS. He shared that Assistant Superintendent Keyser is taking certification classes.

He provided an update on the Mill property. There have been discussions with two interested parties, Union Suites and Allen Edwin Homes. Recently a third group expressed interest, and he will bring further information before Council once all three interested parties have presented their development ideas.

15. Council Comments:

Councilmembers Keeney and Green wished everyone a happy new year.

16. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:22pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
January 27, 2025

JoAnn Leonard, City Clerk

**PETITION OF MICHIGAN GAS UTILITIES
TO THE CITY COUNCIL OF THE CITY
OF PLAINWELL, COUNTY OF ALLEGAN,
STATE OF MICHIGAN FOR A FRANCHISE**

Now comes Michigan Gas Utilities Corporation. a Delaware corporation doing business in the State of Michigan under the assumed name Michigan Gas Utilities, (hereinafter referred to as "Grantee"), and petitions the City Council of the City of Plainwell, County of Allegan, State of Michigan, to grant a franchise to Grantee, its successors and assigns, giving it the right, power, authority and permission to use the highways, streets, alleys and other public places of the City of Plainwell, County of Allegan, State of Michigan, for the purpose of laying and maintaining gas pipes, mains, conduits, valves, drips and all necessary appurtenances in, under and along the highways, streets, alleys and other public places, of said City, and the right, power and permission to conduct and operate a general gas business and distribution system in said City of Plainwell, County of Allegan, State of Michigan, for a period of ten (10) years.

**MICHIGAN GAS UTILITIES
CORPORATION**

By: Renee Burzynski
Renee Burzynski
Area Manager

Date: January 13, 2025

City of Plainwell Ordinance # 399

AN ORDINANCE GRANTING TO MICHIGAN GAS UTILITIES CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, POWER, AUTHORITY AND PERMISSION TO USE THE HIGHWAYS, STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE CITY OF PLAINWELL, COUNTY OF ALLEGAN, STATE OF MICHIGAN, FOR THE PURPOSE OF LAYING AND MAINTAINING GAS PIPES, MAINS, CONDUITS, VALVES, DRIPS AND ALL NECESSARY APPURTENANCES IN UNDER AND ALONG THE HIGHWAYS, STREETS, ALLEYS AND OTHER PUBLIC PLACES, OF SAID CITY, AND THE RIGHT, POWER AND PERMISSION TO CONDUCT AND OPERATE A GENERAL NATURAL GAS BUSINESS AND DISTRIBUTION SYSTEM IN SAID CITY OF PLAINWELL, COUNTY OF ALLEGAN, STATE OF MICHIGAN FOR A PERIOD OF TEN (10) YEARS:

The City Council of the City of Plainwell, County of Allegan, State of Michigan Hereby Ordains:

Section 1. Granting of Franchise to Use Highways, Streets, Alleys, and Public Places: The City of Plainwell, County of Allegan, State of Michigan (hereinafter called "Grantor"), hereby grants to Michigan Gas Utilities Corporation, a Delaware corporation (hereinafter called "Grantee"), its successors and assigns, a non-exclusive franchise to use the highways, streets, alleys and other public places of the City of Plainwell, County of Allegan, State of Michigan, for the purpose of constructing, maintaining and operating a natural gas distribution system in said City with full right, power and authority to establish, construct, maintain, extend and operate a plant, stations, mains, pipes, conduits, valves, drips and all other appurtenances, apparatus and appliances within the corporate limits of the City of Plainwell, County of Allegan, State of Michigan, for the purpose of supplying and distributing to said Grantor and its inhabitants natural gas for heating and other purposes and, for such purposes, to enter upon and use the highways, streets, alleys, and public lands of said Grantor and lay, maintain, operate, repair and extend therein, through and thereunder such mains, pipes, conduits, valves, drips, apparatus, appliances and other appurtenances as may be necessary and proper for the distribution of natural gas throughout and beyond said City, for the purpose of conducting and operating a natural gas business subject to the terms and conditions hereinafter provided.

Section 2. Use of Public Ways: (a) The Grantee and its contractors and subcontractors shall not unduly burden or interfere with the present or future use of any of the Public Ways within the City and shall interfere as little as possible with public travel. When opening or excavating the Public Ways, Grantee and its contractors and subcontractors shall at the Grantee's sole cost and expense repair the Public Ways and leave it in as good condition as before the opening or excavation was made. The Grantee and its contractors and subcontractors shall complete such repair within the time specified on the permit issued by the Grantor. In the event that the Grantee and its contractors and subcontractors fail to make such repair within the time specified on the permit, the Grantor shall be entitled to complete the repair and the Grantee shall pay the costs of the Grantor for such repair. The Grantee and its contractors and subcontractors shall maintain the Grantee's Facilities in reasonable and safe condition.

(b) Except in emergencies no Public Way shall be opened for the laying or repair of any Facilities unless an application is made to the Grantor stating the nature of the proposed work and the route and upon obtaining a right-of-way permit pursuant to applicable Grantor ordinances. No permit shall be issued unless the location and depth of the Facilities within the Public Way are identified at the time application

(c) The Grantee and its contractors and subcontractors shall, at the Grantee's own cost and expense, protect, support disconnect, relocate in or remove from the Public Ways any Facilities when required to do so by the Grantor due to street or other public excavation, construction, repair, grading, regrading, traffic conditions, the installation of sewers, drains, water pipes, or municipally-owned facilities of any kind; the vacation, construction or relocation of streets; or other public improvements by a unit of government.

(d) A Grantee representative shall attend when requested by the Grantor pre-construction meetings conducted by the Grantor in connection with any public improvement projects in the Public Ways in the City which may affect the Grantee's Facilities. The Grantee representative shall notify the Grantor and its contractors of any conditions of the Grantee's Facilities which may affect the project and the Grantee shall make provisions as necessary to prevent the Grantee's Facilities (or their condition) from delaying or otherwise interfering with the project.

(e) Any easements over or under private property necessary for the construction or preparation of the Facilities shall be arranged and paid for by the Grantee. Any easements over or under property owned by the City other than the Public Ways shall be separately negotiated with the City. The City shall be under no obligation to grant such easements.

(f) The Grantee and its contractors and subcontractors shall be subject to all applicable laws, ordinances or regulations, including the requirements of the Michigan Public Service Commission in the course of constructing, installing, operating and maintaining the Facilities in the city. Without limitation, the Company shall comply with the latest edition of the following if applicable:

(1) The Michigan Gas Safety Code.

(2) The American National Standards Institute ANSI B-109.1, Standard for Gas Displacement Meters.

(3) The American National Standards Institute Z223.1, National Fuel Gas Code.

(4) General Rules of the Construction Code Commission. The Grantor and its contractors and subcontractors shall comply with all zoning and land use restrictions as may exist or may hereafter be amended.

(g) The Grantor may turn-off the Grantee's Facilities in the case of fire, disaster or other emergencies at private or public structures as determined by the Fire Chief in conjunction with Grantee's Public Official Training.

(h) The Grantee shall keep accurate, complete and current maps and records of its facilities. Subject to the Homeland Security Act, and upon reasonable request (and annually), the Grantee shall furnish a copy of the maps and/or records of its facilities to the city.

(i) In the event that the Grantor or its contractors and subcontractors are working within the Public Ways in the vicinity of a gas line having pressure of 250 pounds per square inch or more, upon notice by the Grantor the Grantee shall, at its sole expense, furnish at least one Grantee representative who shall identify the location of such high pressure gas line and indicate to the Grantor, its employees or contractors how to avoid damage to or interference with such high pressure gas line.

Section 3. Indemnification: The Grantee and its contractors and subcontractors shall use due care at all times in exercising the privileges herein. Grantee shall hold harmless, defend and indemnify the City and its officers, agents, and employees, from and against all costs, claims, damages, liabilities, expenses, and judgments of proceedings of whatever nature, including without limitation, attorneys fees, arising from the Grantee's exercise of its rights pursuant to this Franchise Ordinance (whether by the Grantee or the Grantee's contractors or subcontractors): provided, however, that Grantee need not save harmless, defend and indemnify the City and its officers, agents, and employees from and against all costs, claims, damages, liabilities, expenses and judgments of proceedings of whatever nature, including without limitation, attorneys fees, arising out of the sole negligence of the City, its employees, contractors, or agents.

Section 4. Rates Established by Michigan Public Service Commission: The rates to be charged by Grantee and all rules of service shall be those which are established from time to time by the Michigan Public Service Commission or such other body which shall succeed to the jurisdiction, rights, powers and authority of said Commission.

Section 5. Term; Effective Date; Renewal, Supersede Previous Franchise: The rights granted in this franchise shall continue in full force and effect for a period of ten (10) years from the effective date of this Ordinance. The franchise rights, power and authority granted herein shall automatically be renewed for a 10-year term thereafter unless, within six (6) months prior to the expiration of the first 10-year term, one party provides the other written notice of its intent not to renew the franchise for the upcoming 10-year term. The effective date of this franchise shall be the date of the acceptance of the franchise by Grantee, which if accepted, shall be filed by the Grantee, in writing, with the City Clerk within sixty (60) days after the enactment of this ordinance.

Section 6. Franchise Revocable: The franchise herein granted shall be revocable at the will of the governing body of this City as provided in the Michigan Constitution.

Section 7. Ordinance Effective Date: This ordinance shall take effect on the eleventh (11th) day following the date of publication of the ordinance.

Section 8. Publication: The City Clerk is hereby directed to cause a true copy of this ordinance to be published in the *Union Enterprise*, a newspaper circulating within the community which this ordinance affects within two weeks of its passage.

Section 9. Recording of Ordinance: Within one week after the publication of this ordinance, the City Clerk shall record the ordinance within the books and records of the Grantor kept by the City Clerk for such purpose and enactment of such ordinance and the effective date thereof shall be certified by the City Clerk therein.

YES:

NO:

ABSENT:

ORDINANCE DECLARED ADOPTED on January 27th, 2025.

Brad Keeler
Mayor

JoAnn Leonard
City Clerk

CERTIFICATION

It is hereby certified that the foregoing Ordinance was adopted by the City Council for the City of Plainwell, Allegan County, State of Michigan, at a regular meeting of the City Council duly called and held on January 27th, 2025 to take effect on the eleventh (11th) day following publication in the Union Enterprise.

By:

JoAnn Leonard
City Clerk

Adopted: January 27th, 2025

Published (date/paper): February 06th, 2025 in the Union Enterprise

Effective: February 17th, 2025

City of Plainwell
Ordinance # 333

AN ORDINANCE GRANTING TO MICHIGAN GAS UTILITIES CORPORATION, AQUILA INC. A DELAWARE CORPORATION, ~~DOING BUSINESS IN THE STATE OF MICHIGAN~~ ITS SUCCESSORS AND ASSIGNS, THE RIGHT, POWER, AUTHORITY AND PERMISSION TO USE THE HIGHWAYS, STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE CITY OF PLAINWELL, COUNTY OF ALLEGAN, STATE OF MICHIGAN, FOR THE PURPOSE OF LAYING AND MAINTAINING GAS PIPES, MAINS, CONDUITS, VALVES, DRIPS AND ALL NECESSARY APPURTENANCES IN UNDER AND ALONG THE HIGHWAYS, STREETS, ALLEYS AND OTHER PUBLIC PLACES, OF SAID CITY, AND THE RIGHT, POWER AND PERMISSION TO CONDUCT AND OPERATE A GENERAL NATURAL GAS BUSINESS AND DISTRIBUTION SYSTEM IN SAID CITY OF PLAINWELL, COUNTY OF ALLEGAN, STATE OF MICHIGAN FOR A PERIOD OF TEN (10) YEARS:

The City Council of the City of Plainwell, County of Allegan, State of Michigan Hereby Ordains:

Section 1. Granting of Franchise to Use Highways, Streets, Alleys, and Public Places: The City of Plainwell, County of Allegan, ~~z~~State of Michigan (hereinafter called "Grantor"), hereby grants to Michigan Gas Utilities Corporation Aquila, a Delaware corporation ~~doing business in the State of Michigan~~ (hereinafter called "Grantee"), its successors and assigns, a non-exclusive franchise to use the highways, streets, alleys and other public places of the City of Plainwell, County of Allegan, State of Michigan, for the purpose of constructing, maintaining and operating a natural gas distribution system in said City with full right, power and authority to establish, construct, maintain, extend and operate a plant, stations, mains, pipes, conduits, valves, drips and all other appurtenances, apparatus and appliances within the corporate limits of the City of Plainwell, County of Allegan, State of Michigan, for the purpose of supplying and distributing to said Grantor and its inhabitants natural gas for heating and other purposes and, for such purposes, to enter upon and use the highways, streets, alleys, and public lands of said Grantor and lay, maintain, operate, repair and extend therein, through and thereunder such mains, pipes, conduits, valves, drips, apparatus, appliances and other appurtenances as may be necessary and proper for the distribution of natural gas throughout and beyond said City, for the purpose of conducting and operating a natural gas business subject to the terms and conditions hereinafter provided.

Section 2. Use of Public Ways: (a) The Grantee and its contractors and subcontractors shall not unduly burden or interfere with the present or future use of any of the Public Ways within the City and shall interfere as little as possible with public travel. When opening or excavating the Public Ways, The Grantee and its contractors and subcontractors shall at the Grantee's sole cost and expense repair the Public Ways and leave it in as good condition as before the opening or excavation was made. The Grantee and its contractors and subcontractors shall complete such repair within the time specified on the permit issued by the Grantor. In the event that the Grantee and its contractors and subcontractors fail to make such repair within the time specified on the permit, the Grantor shall be entitled to complete the repair and the Grantee shall pay the costs of the Grantor for such repair. The Grantee and its contractors and subcontractors shall maintain the Grantee's Facilities in reasonable and safe condition.

(b) Except in emergencies no Public Way shall be opened for the laying or repair of any Facilities unless an application is made to the Grantor stating the nature of the proposed work and the route and upon obtaining a right-of-way permit pursuant to applicable Grantor ordinances. No permit shall be issued unless the location and depth of the Facilities within the Public Way are identified at the time application

(c) The Grantee and its contractors and subcontractors shall, at the Grantee's own cost and expense, protect, support disconnect, relocate in or remove from the Public Ways any Facilities when required to do so by the Grantor due to street or other public excavation, construction, repair, grading, regrading, traffic conditions, the installation of sewers, drains, water pipes, or municipally-owned facilities of any kind; the vacation, construction or relocation of streets; or other public improvements by a unit of government.

(d) A Grantee representative shall attend when requested by the Grantor pre-construction meetings conducted by the Grantor in connection with any public improvement projects in the Public Ways in the City which may affect the Grantee's Facilities. The Grantee representative shall notify the Grantor and its contractors of any conditions of the Grantee's Facilities which may affect the project and the Grantee shall make provisions as necessary to prevent the Grantee's Facilities (or their condition) from delaying or otherwise interfering with the project.

(e) Any easements over or under private property necessary for the construction or preparation of the Facilities shall be arranged and paid for by the Grantee. Any easements over or under property owned by the City other than the Public Ways shall be separately negotiated with the City. The City shall be under no obligation to grant such easements.

(f) The Grantee and its contractors and subcontractors shall be subject to all applicable laws, ordinances or regulations, including the requirements of the Michigan Public Service Commission in the course of constructing, installing, operating and maintaining the Facilities in the city. Without limitation, the Company shall comply with the latest edition of the following if applicable:

(1) The Michigan Gas Safety Code.

(2) The American National Standards Institute ANSI B-109.1, Standard for Gas Displacement Meters.

(3) The American National Standards Institute Z223.1, National Fuel Gas Code.

(4) General Rules of the Construction Code Commission. The Grantor and its contractors and subcontractors shall comply with all zoning and land use restrictions as may exist or may hereafter be amended.

(g) The Grantor may turn-off the Grantee's Facilities in the case of fire, disaster or other emergencies at private or public structures as determined by the Fire Chief in conjunction with Grantee's Public Official Training.

(h) The Grantee shall keep accurate, complete and current maps and records of its facilities. Subject to the Homeland Security Act, and upon reasonable request (and ~~annually~~), the Grantee shall furnish a copy of the maps and/or records of its facilities to the city.

(i) In the event that the Grantor or its contractors and subcontractors are working within the Public Ways in the vicinity of a gas line having pressure of 250 pounds per square inch or more, upon notice by the Grantor the Grantee shall, at its sole expense, furnish at least one Grantee representative who shall identify the location of such high pressure gas line and indicate to the Grantor, its employees or contractors how to avoid damage to or interference with such high pressure gas line.

Section 3. Indemnification: The Grantee and its contractors and subcontractors shall use due care at all times in exercising the privileges herein. Grantee shall hold harmless, defend and indemnify the City and its officers, agents, and employees, from and ~~against~~ all costs, claims, damages, liabilities, expenses, and judgments of proceedings of whatever nature, including without limitation, attorneys fees, arising from the Grantee's exercise of its rights pursuant to this Franchise Ordinance (whether by the Grantee or the ~~Grantee's~~ Grantee's contractors or subcontractors): provided, however, that Grantee need not save harmless, ~~defend and indemnify~~ the City ~~and its officers, agents, and employees~~ from ~~and against all costs, claims, damages, liabilities, demands, losses, and expenses and judgments of proceedings of whatever nature, including without limitation, attorneys fees,~~ arising out of the sole negligence of the City, its employees, ~~contractors,~~ or agents.

Section 4. Rates Established by Michigan Public Service Commission: The rates to be charged by Grantee and all rules of service shall be those which are established from time to time by the Michigan Public Service Commission or such other body which shall succeed to the jurisdiction, rights, powers and authority of said Commission.

Section 5. Term; Effective Date; Renewal, Supersede Previous Franchise: The rights granted in this franchise shall continue in full force and effect for a period of ten (10) years from the effective date of this Ordinance. The franchise rights, power and authority granted herein shall automatically be renewed for a 10-year term thereafter unless, within six (6) months prior to the expiration of the first 10-year term, one party provides the other written notice of its intent not to renew the franchise for the upcoming 10-year term. The effective date of this franchise shall be the date of the acceptance of the franchise by Grantee, which ~~if accepted, acceptance~~ shall be filed by the Grantee, in writing, with the City Clerk within sixty (60) days after the enactment of this ordinance.

Section 6. Franchise Revocable: The franchise herein granted shall be revocable at the will of the governing body of this City as provided in the Michigan Constitution.

Section 7. Ordinance Effective Date: This ordinance shall take effect on the eleventh (11th) day following the date of publication of the ordinance.

Section 8. Publication: The City Clerk is hereby directed to cause a true copy of this ordinance to be published in the ~~Union Enterprise, a newspaper Shopper's Guide or the Union Enterprise, newspapers~~ circulating within the community which this ordinance affects within two weeks of its passage.

Section 9. Recording of Ordinance: Within one week after the publication of this ordinance, the City Clerk shall record the ordinance within the books and records of the Grantor kept by the City Clerk for such purpose and enactment of such ordinance and the effective date thereof shall be certified by the City Clerk therein.

YES: Snyder, Hull & Moore

NO: None

ABSENT: Brooks & Keeler

Ordinance declared adopted on _____, 2025. September 27, 2004.

I hereby attest that the foregoing Ordinance was introduced at a regular meeting of the City Council held on _____, 2025 September 27, 2004 and was thereafter on file for public inspection in the office of the City Clerk, complete in the form in which it was finally enacted, for a period of at least four (4) weeks after publication of notice that the foregoing Ordinance was on file, which publication occurred on _____, 2025 September 30, 2004.

I hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Plainwell, County of Allegan, State of Michigan, at a regular meeting held on _____, 2025 September 27, 2004, to take effect on the eleventh (11th~~14th~~) day following the date of publication of the Ordinance, which publication occurred on _____, 2025 September 30, 2004. The effective date of this Ordinance is _____, 2025 October 11, 2004. adopted by ~~the City council of the City of Plainwell, County of Allegan, State of Michigan at a regular meeting held on 27th day of September, 2004~~

DATED: _____

DATED: September 27 2004

Noreen A. Farmer
Plainwell City Clerk

CERTIFICATE

I certify as follows:

Ordinance # _____ #333 was published in: _____ Union Enterprise.

Date of Publication/Proof of Publication

2004

Ordinance # _____ No. 333 was recorded
the City:

Noreen A. Farmer
Plainwell City Clerk

Attached:

_____ September 30,

_____ in books and records of

DATED: _____

Plainwell City Clerk

Dated: September 30, 2004



"The Island City"

City of Plainwell Special Event Permit Application

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

Permit # 25-01

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

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

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

Date of application: 1/16/25

Applicant Information:

Contact Name: Cassidy Brennan

Address: 931 10th Street City: Plainwell Zip: 49080

Phone: 269-993-3196 Email: cassidy@deansicecream.com

Sponsoring Organization/Business: Dean's Ice Cream INC

Address: 307 N Sherwood Ave City: Plainwell Zip: 49080

Phone: 269-685-6641

☒ Nonprofit

☐ Profit

Event Information: Monday's only

Date of Event 4/14/25-10/6/25 Event Start Time: 4pm Event End Time: 8pm

Type of Event: Car show Name of Event: Cruise in

Number of People Expected to Attend: 100

Location of event:

☐ Thurl Cook Park

☐ Sherwood Park

☐ Kenyon Park

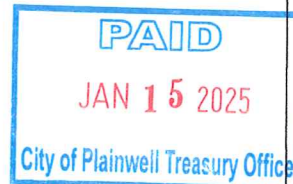
☐ Hicks Park

☐ Fannie Pell Park

☒ Other: On Sherwood Between Sterling St and Oak St

☐ Band Shell

Please describe what areas of the park will be used: _____



The City of Plainwell is an equal opportunity provider and employer.

S:\Administration\Permits\Special Event or Park Reservation Permit\2021 Special Event Permit Application.docx

Event Details:

Please describe in detail the activities planned:

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

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

Will there be alcohol for sale? ☐ YES ☒ NO

Will there be food for sale? ☒ YES ☐ NO

Will there be merchandise for sale? ☐ YES ☒ NO

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

Do you have insurance? ☒ YES ☐ NO

Will any items be distributed? ☐ YES ☒ NO

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

Facebook and Instagram

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

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

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

Block of Sherwood between Sterling St and Oak St

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

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

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

☐ Portable generator

☐ PGE temporary power service

☐ Other, please describe _____

Are you using local businesses? ☒ YES ☐ NO

Special Services:

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

☐ Canopy/Tent

☐ Inflatables (please describe): _____

☐ Tables and chairs

☐ Caterer

☐ Alcohol

☒ Other (please specify): Barricades for road closure

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

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



The City of Plainwell is an equal opportunity provider and employer.

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City of Plainwell Hold Harmless Agreement

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

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

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

Signature of Permittee(s): Cassidy Brumman Date: 1/16/25

Signature of Officer of Sponsoring Organizations: Cassidy Brumman Date: 1/16/25

Title: Vice President

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

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

Signature of Applicant: Cassidy Brumman Date: 1/16/25

Please Send Completed Applications To:

City of Plainwell
211 N. Main Street
Plainwell, MI 49080
269-685-6821
Or email to: contactus@plainwell.org

Administrative Use Only:

Received by: PS Date: 1/16/25 Amount paid: \$50 cash/CC/check # _____

☐ Application approved

☒ Permit # assigned

☐ Event on calendar

☒ Application scanned & logged

☒ Email DPW/DPS

☐ Notice posted before event



The City of Plainwell is an equal opportunity provider and employer.

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"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Amanda Kersten, HR / Interim Treasurer
DATE: January 21, 2025
SUBJECT: OPEB Trust Contribution

SUGGESTED MOTION: I motion to approve a transfer of \$9,949.00 into the OPEB Trust to cover the actuarially determined "normal cost" for employees covered by the City of Plainwell Retiree Medical Plan.

BACKGROUND INFORMATION: The City maintains a Trust Fund for its Retiree Medical Plan, which is an "other post-employment benefit" (OPEB) offered to members of the POLC and SEIU labor groups. The City recognizes liabilities on its annual financial statements for future costs associated with the Plan, which are determined by an annual actuarial valuation. Per Governmental Account Standards, cost associated for covered employees hired after June 30, 2018 are required to be deposited into a separate Trust account to be paid out in the future when the costs are actually incurred.

ANALYSIS: As of the June 30, 2024 Actuarial Valuation, the City's minimum required contribution to the Trust is \$9,949.00. The full OPEB Valuation Report was included in the most recent audit and is available for inspection at any time.

BUDGET IMPACT: The recommended contribution amount is included in the 2024/2025 City Budget and funds are available.



"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 27, 2025
SUBJECT: Consideration of Purchase Agreement for Vacant Industrial Land

SUGGESTED MOTION: "Motion to approve the sale of approximately 28 (or 15) acres of real property located at 830 Miller Road, Plainwell, Michigan 49080 with a permanent parent parcel ID# of 55-020-056-00 and authorize 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 any documents or other agreements necessary to close on the sale of the property subject to final review by the City Manager and City Attorney. Further authorize the City Manager and City Attorney to take any steps reasonably necessary to effectuate the sale of the Property subject to this motion."

BACKGROUND INFORMATION: There are approximately 28 acres left for sale of the industrial park expansion which has been listed for \$25,000 per acre. This 28 acres includes a road that was originally intended to serve as a road into the property. We have received two offers for this land. One is for the entire 28 acres. One is for 15 acres. Therefore, choosing one offer excludes the other.

Offer 1

Company: USA Earthworks

Acreage: 15 acres

Price: \$375,000 (\$25,000/acre) I have an offer for \$20,000/acre in writing and have received verbal confirmation from Matt Double that they would pay \$25,000/acre but they have not submitted that offer in writing yet.

Conditions: They would do the work to run utilities from Lincoln Rd back to the property as part of the deal, but the City would have to do the engineering and pay for the materials. We are able to get the engineering paid for through a grant, however, the materials would be out of pocket. We do not have a cost estimate on the materials for this. That estimate would be created by the engineers.

Use: Shop, Office, Storage, and aggregate crushing for their construction business.

Offer 2

Company: Complete Remarketing Services

Acreage: 28 acres (remaining acreage at the site)

Price: \$700,000 (\$25,000/acre)

Conditions: Their offer includes purchasing the road between Nobis and Profielnorm coming off of Lincoln. They would also like to purchase this for another access point into the property. Therefore, they would be responsible for running their own private utilities to Lincoln. They have agreed to include a utility easement to the City on the road, should for some reason in the future we have multiple users on the property who wish to connect to city infrastructure. Use: Auto Auction facility. They would store 200-400 cars at any given time and auction off around 200 cars per week. This will be a dealer to dealer auction service. They will have a mechanics shop, car wash, and offices on the property.

ANALYSIS: These are both great offers. Both uses would be allowed in the Industrial Park after acquiring a special use permits from the Planning Commission. If either group is unable to receive a special use permit they would be able to pull out of the agreement.

Offer 1: This offer would leave approximately 10 acres of the property to sell. It would also leave the road in City hands, and still require it to be built someday. USA has offered to do the work of installing public utilities down the road, however, the materials would lower profit margin of taking this offer. The remaining 10 acres of the property are also the least desirable of the property, since prior to the road being built it can only be accessed by Miller Rd. which does not allow semi-truck traffic. That being the case, I would anticipate any future offers on that land to be less than asking price. USA Earthworks is a local construction company who recently built the utilities and roads in the Old Orchard neighborhood and employ local people. They currently own a shop on N. Main just south of the Airport. This location would stay and they would expand their operations to the industrial park.

Offer 2: This offer would take all of the remaining land including the road. This is positive in that it results in a higher sales price and the City would have no additional infrastructure expansion costs. They have agreed to grant the City a utility easement up the road should there be a future need. This group intends to open a dealer car auction facility. Once open they would hold two auctions per week and sell up to 200 cars. This means that there will be a large amount of vehicles coming in and out of the area, as we as a large number of buyers. This is positive as it will be bringing folks from outside of the area into Plainwell. They will employ a small number of full-time employees and more part-time employees as drivers to transport cars.

From a financial perspective the second offer makes the most sense. It will net the maximum value of the remaining land and eliminates any need for the City to invest in infrastructure expansion. Cash infusions into the General Fund are greatly needed and this provides the mot of it. The first offer is also for full asking price, but not being the whole piece leaves the city on the hook for utilities to be able to sell the remaining piece.

BUDGET IMPACT: This will add \$700,000, or \$375,00, less realtor, survey, and closing costs to the General Fund.

ATTACHMENTS: Both offers





BUY AND SELL AGREEMENT FOR VACANT LAND

Office of NAI wisinski of west Michigan, Broker, Kalamazoo (city), Michigan
 Phone: 269-459-0435 Fax: 269-382-1738 Email: karas@naiwwm.com
 Offer Date: 01/08/2025 N/A (time)

- Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
☒ Agent of the Seller ☐ Subagent of the Seller ☐ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Other (specify): _____
- Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the City of Plainwell Allegan County, Michigan, commonly known as Approx. 15 Acres at the NWC of Miller Rd & 8th Street; 830 Miller Road, Plainwell, Michigan 49080

Permanent Parcel Number Part of 55-020-056-03 (15 Acres) and legally described as follows:

Refer to Attached Tax Card (Subject to Title & Survey)
 (the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:
None

- Purchase Price.** The purchase price for the Property is:
Three Hundred Thousand
 Dollars (\$ 300,000.00).

- Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".
Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

- ☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.
- ☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$ _____ and payment of the balance \$ _____ in _____ installments of \$ _____ or more, at Buyer's option, including interest at the rate of _____% per annum computed monthly, interest to start on date of closing, and first payment to become due _____ after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation. [subject to credit approval]

Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

- ☐ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.
- ☒ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within sixty (60) days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

- Survey.** Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):

- ☒ A new survey:
☐ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
☒ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or
- ☐ A recertified survey; or
- ☐ No new or recertified survey;

shall be ☐ obtained by Buyer at Buyer's expense; or ☐ provided by Seller to Buyer at Seller's expense, within sixty (60) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph

contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do so within the required time, then Buyer may order the required survey at Seller's expense. If any matter disclosed in the new or recertified survey (or absent either, an existing survey) adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give seller written notice of the matter within ten (10) days after copies of both such survey and the title commitment (and all exception documents identified in the title commitment) referenced in this written Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving notice (the "Survey Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Survey Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Notwithstanding anything contained herein, Buyer & Seller will equally split the cost of a boundary survey, which work shall be completed by Fleis & Vanderbrink.

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Devon Title of Plainwell shall serve as the title company for this transaction.

7. **Inspections and Approvals.** After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall have the right to apply for and obtain necessary approvals. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections or approvals are not acceptable to Buyer by giving Seller written notice within Sixty (60) days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

Buyer may terminate this Buy & Sell Agreement at any time during the Inspections & Approval period and receive a refund of Buyer's Earnest Money deposit.

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- Rent for the month in which closing occurs;
 - Prepaid rent for any month after the month in which closing occurs;
 - Interest on existing indebtedness assumed by Buyer;
 - Charges for any transferable service contracts assigned to Buyer described in Exhibit E;
 - Utility deposits;
 - Security deposits;
 - Recoverable Expense (as defined below). If the parties choose to prorate Recoverable Expenses, then Seller shall provide Buyer with an accounting of (i) any expenses that are recoverable from tenants under the applicable leases (collectively, "Recoverable Expenses"), including, but not limited to, all operating or common area maintenance expenses, taxes, special assessment and insurance, and, (ii) the costs incurred by Seller with respect to such Recoverable Expenses. Furthermore, if the parties choose to prorate Recoverable Expenses, then to the extent taxes and/or special assessments are considered Recoverable Expenses under the applicable leases, no proration of taxes and/or special assessment shall be made at closing except as provided for in the proration of Recoverable Expenses, notwithstanding anything to the contrary contained herein. This provisions shall survive the closing. Other:

After closing, any rent collected by Buyer including delinquent rent which includes rent for any period prior to the closing date, shall be applied by Buyer first against amounts then due and owing from the particular tenant to the Buyer, with the balance, if any, paid to Seller on account of any delinquent rent owing to Seller. After closing, any rent collected by Seller for any period following closing shall be promptly paid to Buyer. After closing, Seller may not bring any collection against any tenant for delinquent rent owing to Seller.

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

☐ No Proration:

☐ Buyer ☐ Seller shall pay the taxes billed in July.

☐ Buyer ☐ Seller shall pay the taxes billed in December.

☒ Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

10. **Special Assessments (choose one):**

☐ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, whether due in installments or otherwise.

☒ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.

☐ Other:

11. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) one division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before closing (date), of the proposed division to create the Premises. Other: seller will complete the lot split application at seller's cost.

12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

- The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
- There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
- In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
- Other:

13. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
- There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.
- Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B or an accounting of Recoverable Expenses is provided as Exhibit F, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
 - All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
 - The rents set forth are being collected on a current basis and there are no arrearages;
- If applicable, agreements for payment of commissions to real estate brokers or agents are as described in Exhibit C ("Commission Agreements"). Real estate brokerage commission(s) will become owing in the event of a tenant's exercise of any existing options to renew, extend, or expand a lease term, or right or option to purchase the Premises as provided in any Commission Agreements produced by Seller and as described in Exhibit C.
- With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- Other

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
15. **Closing.** The closing shall be held on or before see other provision(s) (date) and as promptly as practical after all necessary documents have been prepared. An additional period of ten (10) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:
16. **Possession.** Seller shall tender to Buyer possession of the Property upon completion of the closing, ~~subject to all existing leases and rights of tenants in possession.~~ Other:
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
 - A bill of sale for any Personal Property (described in Exhibit "D").
 - A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - An assignment of all Seller's rights under any Service Contracts described in Exhibit E which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - An updated accounting of Recoverable Expenses.
 - Payment of the County and State real estate transfer tax.
 - Any other documents required by this Agreement to be delivered by Seller.
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below or to their representative Agent listed in this Agreement, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage prepare, return receipt requested, or (d) upon sending, if sent by email.
21. **Electronic Communications.** Any addendum or amendment to this Agreement and/or any other written communication given in connection with this Agreement may be delivered in person or, if to Seller, in care of Seller's Agent or, if to Buyer, in care of Buyer's Agent, via email or by facsimile transmission to the parties or the Agents at their respective email addresses or facsimile numbers, as applicable. Seller represents and warrants that an email address has been provided to the Agent of Seller from which Seller may receive email. Buyer represents and warrants that an email address has been provided to the Agent of Buyer from which Buyer may receive email.
22. **Execution.** The parties agree that electronic signatures and initials on this Agreement, or any addendum or amendment to this Agreement, shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
23. **Wire Fraud:** Wire fraud is an increasingly common problem. Any electronic communication received by Buyer or Seller directing Buyer or Seller to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), should be verified. **Even if the communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the communication by direct communication with the Broker, Title Company, or Lender. **DO NOT** use any telephone numbers provided in the original communication when verifying the authenticity of the communication. Such requests may be part of a scheme to steal funds or use your identity. By signing this Agreement, Buyer and Seller acknowledge and understand the risks associated with wire transfers and potential fraud, which are not within the reasonable control of the Broker. Accordingly, Buyer and Seller hereby release and hold Broker harmless from any and all claims, demands, losses, rights, and causes of action of whatever kind and nature arising directly or indirectly from any wire transfer sent or received in connection with this Agreement.

24. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
25. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
26. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
27. **Earnest Money.** Buyer shall deposit earnest money in the amount of \$ 7,000.00 with Devon Title Agency, Escrow Agent [insert name of Broker, Title company or other] ☐ with this offer or ☒ within five (5) days after acceptance of this offer, evidencing Buyer's good faith to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If Buyer fails to timely deposit the earnest money, Seller may (but is not required to) provide written notice to Buyer of Buyer's failure and to provide Buyer with an additional two (2) business days after the date of the Buyer's receipt of the Seller's written notice to cure such failure after which time if Buyer has not cured its failure, Seller may immediately terminate this Agreement upon written notice to Buyer. If this offer is not accepted, or the title to the Premises is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, Buyer's earnest money deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain Buyer's earnest money as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of the earnest money deposit within thirty (30) days after notice to the parties.
28. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Commercial Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.
29. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
30. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.
31. **Environmental.**
- a. **Notice to buyers and sellers (environmental risks).**
Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.
- No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.
- b. **Environmental reports and assessments.**
- (1) Within ten (10) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of sixty (60) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.

- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of ten (10) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments

c. Nondisclosure.

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. Other:

32. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee of per the listing agreement. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is/are an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

NAI WISINSKI IS THE ONLY AGENT INVOLVED & REPRESENTS THE SELLER.

33. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party or a deadline falls on a Saturday, Sunday or federal government holiday, the time for performance or the deadline, as applicable, shall automatically extend until 11:59 p.m. on the next business day. As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or a federal government holiday. All other references to "days" in this Agreement shall refer to calendar days. The term "Effective Date" as used in this Agreement shall be the date upon which this Agreement is fully executed (as described below).

34. **Other Provisions.** If any conflict shall exist between the provisions of this Section and the provisions contained elsewhere in this Agreement, the provisions of this Section shall control.

- a. Closing shall occur the LATER of 1) ten (10) days after the expiration or waiver of all contingencies, or 2) municipal lot split approval.
- b. Buyer shall not be required to close on the Premises unless Buyer receives zoning approval, including a special use permit, for Buyer's intended use from the municipality. Buyer shall have 90-days from the Effective Date to obtain zoning and special use approval.
- c. Buyer will install, with all labor costs being at Buyer's sole cost and expense, water & Sewer Infrastructure to service the 28.08 acres of vacant land owned by Seller, which infrastructure shall be extended from Lincoln Road to 800' north into the Seller's parcel. The seller will provide the engineering and materials to complete the work.
- d. Buyer may transfer sales agreement to another entity owned by Buyer, or its LLC members, any time prior to closing.

35 Index of Exhibits. Seller to furnish within fifteen (15) days from Effective Date unless specified below:

Not Applicable	Attached	Exhibit #	Subject
X		A	Income and expense with respect to the operation of the Premises
X		B	Written leases and any tenancies not arising out of written leases
X		C	Commission Agreements
X		D	List of personal Property
X		E	Accounting of Recoverable Expenses, with an updated Accounting of Recoverable Expenses to be delivered no later than _____ days prior to the closing.
X		F	Service Contracts

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within n/a (n/a) days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Notwithstanding the foregoing, Buyer shall not be permitted to terminate this Agreement based upon the updated Accounting of Recoverable Expenses received prior to closing.

36. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. Buyer gives Broker above named until 7 pm EST (time) January 30, 2025 (date) to obtain Seller's written acceptance of the Buyer's offer.

Buyer: Ashley Double
(print name of individual or entity)

Signature: Ashley Double

Its: _____
(if Buyer is an entity)

Date: 1/8/2025

Buyer's Address: 1747 5th Street
Martin MI 49080

Buyer: Math Double
(print name of individual or entity)

Signature: Math Double

Its: _____
(if Buyer is an entity)

Date: 1/8/2025

Bus. Phone: 269 207-2677 Fax: _____

Email: usaeearthworks@gmail.com

Date: 1/8/2025 Time: _____

37. SELLER'S ACCEPTANCE

The above offer is hereby accepted ☐ as written ☐ as modified

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Seller is an entity)

Date: _____

Seller's Address: _____

Seller: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Seller is an entity)

Date: _____

Bus. Phone: _____ Fax: _____

Email: _____

38. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counteroffer, Buyer agrees to accept the terms of the counter offer:

☐ as written (with all other terms and conditions of Buyer's offer remaining unchanged); or ☐ modified as follows:

If Buyer is accepting a counteroffer from Seller as written, the date Buyer signs below becomes the **Effective Date**. If Buyer is accepting Seller's counter-offer subject to any modifications, Buyer gives Broker above named until _____ (time _____ (date) to obtain Seller's written acceptance of Buyer's counteroffer.

Buyer: _____
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

Date: _____

Date: _____

39. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counteroffer (if Seller made a counteroffer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the **Effective Date**.

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Date: _____

Date: _____



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than one or not more than four residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 CP 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of seller, landlords, lessors, sub-lessors (hereafter "Seller") or buyers, tenants, lessees, sub-lessees (hereafter "Buyer") of real property (as defined above) to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer.
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator.

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owe to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations for a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transaction coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counteroffers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE – THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- ☒ Seller's agent or subagent (I will not be representing the buyer unless otherwise agreed in writing.)
- ☐ Buyer's agent or subagent
- ☐ Dual agent
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

This form was provided to the buyer or seller before disclosure of confidential information.

Kara Schroer

1/8/2025

Licensee

Date

Licensee

Date

The undersigned ☐ does ☒ does not have an agency relationship with any other real estate licensee. If any agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Potential ☒ Buyer ☐ Seller (check one)

1/8/2025
Date

Potential ☐ Buyer ☐ Seller (check one)

1/8/2025
Date



BUY AND SELL AGREEMENT
FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY

Office of NAI Wisinski of West Michigan, BROKER, Grand Rapids (city), Michigan.
Phone: 616-776-0100 Fax: 616-776-0101 Email: skingma@naiwwm.com
Offer Date: 1/23/25 (time)

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
☐ Agent of the Seller ☐ Subagent of the Seller ☒ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Other (specify): _____
2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the City of Plainwell, Allegan County, Michigan, commonly known as 830 Miller Road.
Permanent Parcel Number 55-020-056-00 and legally described as follows:
See Paragraph 1, Addendum #1

(the "Land"), together with all buildings, fixtures and improvements situated on the Land (the "Improvements"), and all equipment and other personal property listed on Exhibit D (the "Personal Property"), all of which is collectively referred to herein as the "Premises".

3. **Purchase Price.** The purchase price for the Premises is:
Twenty Five Thousand Dollars per acre as determined by the ALTA survey
Dollars (\$25,000 per acre). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".
- A. **Terms of Payment.** The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").
☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this Agreement.
☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$_____ and payment of the balance \$_____ in _____ installments of \$_____ or more, at Buyer's option, including interest at the rate of _____% per annum computed monthly, interest to start on date of closing, and first payment to become due _____ after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation. [subject to credit approval]
- B. **Financing.** Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").
☒ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.
☐ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within _____ (____) days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. **Survey.** Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):

- ☒ A new survey:
☒ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
☐ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or
☐ A recertified survey; or
☐ No new or recertified survey;

shall be ☒ obtained by Buyer at Buyer's expense; or ☐ provided by Seller to Buyer at Seller's expense, within ninety (90) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement.

If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do so within the required time, then Buyer may order the required survey at Seller's expense. If any matter disclosed in the new or recertified survey (or absent either, an existing survey) adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give seller written notice of the matter within ten (10) days after copies of both such survey and the title commitment (and all exception documents identified in the title commitment) referenced in this written Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving notice (the "Survey Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Survey Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

See Paragraph 2 Addendum #1

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Title Insurance to be issued with standard exceptions removed and ordered from Sun Title.

See Paragraph 3 Addendum #1

7. **Inspections & Approvals.** After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall have the right to apply for and obtain necessary approvals. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections or approvals are not acceptable to Buyer by giving Seller written notice within ninety (90) days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

See Paragraph 4 Addendum #1

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- Rent for the month in which closing occurs;
 - Prepaid rent for any month after the month in which closing occurs;
 - Interest on existing indebtedness assumed by Buyer;
 - Charges for any transferable service contracts assigned to Buyer described in Exhibit F;
 - Utility deposits;
 - Security deposits;
 - Recoverable Expenses (as defined below). If the parties choose to prorate Recoverable Expenses, then Seller shall provide Buyer with an accounting of (i) any expenses that are recoverable from tenants under the applicable leases (collectively, "Recoverable Expenses"), including but not limited to, all operating or common area maintenance expenses, taxes, special assessment and insurance and (ii) the costs incurred by Seller with respect to such Recoverable Expenses. Furthermore, if the parties choose to prorate Recoverable Expenses under the applicable leases, no proration of taxes and/or special assessments shall be made at closing except as provided for in the proration for Recoverable Expenses, notwithstanding anything to the contrary contained herein. This provision shall survive the closing. Other:

After closing, any rent collected by Buyer including delinquent rent which includes rent for any period prior to the closing date, shall be applied by Buyer against amounts then due and owing from the particular tenant to the Buyer, with the balance, if any, paid to Seller on account of any delinquent rent owing to Seller. After closing, any rent collected by Seller for any period following closing shall be promptly paid to Buyer. After closing, Seller may not bring any collection against any tenant for delinquent rent owing to Seller.

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

- ☐ No Proration:
☐ Buyer ☐ Seller shall pay the taxes billed in July.
☐ Buyer ☐ Seller shall pay the taxes billed in December.

- ☒ Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

830 Miller Road

10. Special Assessments (choose one):

- ☒ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, whether due in installments or otherwise.
- ☐ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.
- ☐ Other:

11. Conveyance. Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Premises to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) all division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before the close (date), of the proposed division to create the Real Estate. Other:

See Paragraph 5 Addendum #1

12. Warranties of Buyer. Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

- The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
- There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
- In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Premises or any aspect of this transaction, which are not expressly set forth in this Agreement.
- Other:

13. Warranties of Seller. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises.
- There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Premises, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Premises.
- Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- If a statement(s) of income and expense with respect to the operation of the Premises is (are) described in Exhibit A or an accounting of Recoverable Expenses is provided as Exhibit E, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
 - All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
 - The rents set forth are being collected on a current basis and there are no arrearages;
- If applicable, agreements for the payment of commissions to real estate brokers or agents are as described in Exhibit C ("Commission Agreements"). Real estate brokerage commission(s) will become owing in the event of a tenant's exercise of any existing options to renew, extend, or expand a lease term, or right or option to purchase the Premises as provided in any Commission Agreements produced by Seller and as described in Exhibit C.
- If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit F, the Exhibit lists all the Service Contracts currently in effect with respect to the Premises.
- With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- Other:

830 Miller Road

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Buyer's Initials

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Seller's Initials

14. **Damage to Premises.** If between the Effective Date and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award. See Paragraph 6 Addendum #1
15. **Closing.** The closing shall be held on or before 105 days after the Effective Date (date) and as promptly as practical after all necessary documents have been prepared. An additional period of thirty (30) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:
16. **Possession.** Seller shall tender to Buyer possession of the Premises upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
 - A bill of sale for any Personal Property (described in Exhibit "D").
 - A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - An assignment of all Seller's rights under any Service Contracts described in Exhibit F which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - An updated accounting of Recoverable Expenses.
 - Payment of the County and State real estate transfer tax.
 - Any other documents required by this Agreement to be delivered by Seller. See Paragraph 7 Addendum #1
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Earnest Money.** Buyer shall deposit earnest money in the amount of \$ 25,000.00 with NAI Wisinski of West MI Escrow Agent [insert name of Broker, Title company or other] ☐ with this offer or ☒ within five (5) days after acceptance of this offer, evidencing Buyer's good faith to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If Buyer fails to timely deposit the earnest money, Seller may (but is not required to) provide written notice to Buyer of Buyer's failure and to provide Buyer with an additional two (2) business days after the date of the Buyer's receipt of the Seller's written notice to cure such failure after which time if Buyer has not cured its failure, Seller may immediately terminate this Agreement upon written notice to Buyer. If this offer is not accepted, or the title to the Premises is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, Buyer's earnest money deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain Buyer's earnest money as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of the earnest money deposit within thirty (30) days after notice to the parties. See Paragraph 8 Addendum #1
21. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® listing platform (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counteroffer that would require a counter acceptance. See Paragraph 9 Addendum #1

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Property Address _____
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 Revision Date 5/2024

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Buyer's Initials

☐ ☐

Seller's Initials

22. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
23. **Attorney's Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.
24. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee of pursuant to existing agency agreement. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is an intended third-party beneficiary that is entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.

25. **Environmental.**

a. **Notice to buyers and sellers (environmental risks).**

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. **Environmental reports and assessments.**


- (1) Within fifteen (15) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of ninety (90) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of ninety (90) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. **Nondisclosure.**

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. Other: See Paragraph 10 Addendum #1

830 Miller Road

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Buyer's Initials

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Seller's Initials

22. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
23. **Attorney's Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.
24. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee of pursuant to existing agency agreement. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is an intended third-party beneficiary that is entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.

25. **Environmental.**

a. **Notice to buyers and sellers (environmental risks).**

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. **Environmental reports and assessments.**

- (1) Within fifteen (15) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of ninety (90) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of ninety (90) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. **Nondisclosure.**

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. Other: See Paragraph 10 Addendum #1
830 Miller Road

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Buyer's Initials

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Seller's Initials

26. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below or to their representative Agent listed in this Agreement, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage prepare, return receipt requested, or (d) upon sending, if sent by email. See Paragraph 11 Addendum #1
27. **Electronic Communications.** Any addendum or amendment to this Agreement and/or any other written communication given in connection with this Agreement may be delivered in person or, if to Seller, in care of Seller's Agent or, if to Buyer, in care of Buyer's Agent, via email or by facsimile transmission to the parties or the Agents at their respective email addresses or facsimile numbers, as applicable. Seller represents and warrants that an email address has been provided to the Agent of Seller from which Seller may receive email. Buyer represents and warrants that an email address has been provided to the Agent of Buyer from which Buyer may receive email.
28. **Wire Fraud:** Wire fraud is an increasingly common problem. Any electronic communication received by Buyer or Seller directing Buyer or Seller to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), should be verified. **Even if the communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the communication by direct communication with the Broker, Title Company, or Lender. **DO NOT** use any telephone numbers provided in the original communication when verifying the authenticity of the communication. Such requests may be part of a scheme to steal funds or use your identity. By signing this Agreement, Buyer and Seller acknowledge and understand the risks associated with wire transfers and potential fraud, which are not within the reasonable control of the Broker. Accordingly, Buyer and Seller hereby release and hold Broker harmless from any and all claims, demands, losses, rights, and causes of action of whatever kind and nature arising directly or indirectly from any wire transfer sent or received in connection with this Agreement.
29. **Execution.** The parties agree that electronic signatures and initials on this Agreement, or any addendum or amendment to this Agreement, shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
30. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
31. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
32. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed (as described below).
33. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party or a deadline falls on a Saturday, Sunday or federal government holiday, the time for performance or the deadline, as applicable, shall automatically extend until 11:59 p.m. on the next business day. As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or a federal government holiday. All other references to "days" in this Agreement shall refer to calendar days. The term "Effective Date" as used in this Agreement shall be the date upon which this Agreement is fully executed (as described below).
34. **Other Provisions.** If any conflict shall exist between the provisions of this Section and the provisions contained elsewhere in this Agreement, the provisions of this Section shall control.
Buyer shall have a one-time right to extend its due diligence period for up to 30 days if there are any outstanding municipality approvals required for Buyer's intended use.

Easement retained by the City of Plainwell along the entrance road for future utilities.

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Revision Date 5/2024

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Buyer's Initials

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Seller's Initials

35. Index of Exhibits. Seller to furnish within ten (10) days from Effective Date unless specified below:

Not Applicable	Attached	Exhibit #	Subject
		A	Income and expense with respect to the operation of the Premises
		B	Written leases and any tenancies not arising out of written leases
		C	Commission Agreements
		D	List of personal Property
		E	Accounting of Recoverable Expenses, with an updated Accounting of Recoverable Expenses to be delivered no later than _____ days prior to the closing.
		F	Service Contracts

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within ten (10) days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Notwithstanding the foregoing, Buyer shall not be permitted to terminate this Agreement based upon the updated Accounting of Recoverable Expenses received prior to closing. See Paragraph 12 Addendum #1

36. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. Buyer gives Broker above named until 5:00 pm Eastern (time) January 31, 2025 (date) to obtain Seller's written acceptance of the Buyer's offer. See Paragraph 13 Addendum #1

Buyer: Complete Remarketing Services, LLC
(print name of individual or entity)

Signature: [Signature]

Its: member
(if Buyer is an entity)

Date: 01/24/25

Buyer's Address: 2505 Ardmore St SE
Grand Rapids, MI 49506

Buyer: _____ X
(print name of individual or entity)

Signature: _____

Its: _____
(if Buyer is an entity)

Date: _____

Bus. Phone: (616) 242-7325 Fax: _____

Email: _____

37. SELLER'S ACCEPTANCE

Date: _____ Time: _____

The above offer is hereby accepted ☐ as written ☐ as modified

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time)

(date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: City of Plainwell
(print name of individual or entity)

Signature: _____

Its: _____
(if Seller is an entity)

Date: _____

Seller's Address: 211 N. Main Street
Plainwell, MI 49080

Seller: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Seller is an entity)

Date: _____

Bus. Phone: _____ Fax: _____

Email: _____

830 Miller Road

X ☒ ☐ ☐

Buyer's Initials

☐ ☐

Seller's Initials

38. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter-offer, Buyer agrees to accept the terms of the counter offer:

☐ as written (with all other terms and conditions of Buyer's offer remaining unchanged); or ☐ modified as follows:

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the **Effective Date**. If Buyer is accepting Seller's counter offer subject to any modifications, Buyer gives Broker above named until _____ (time _____ (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: _____
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

Date: _____

Date: _____

39. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the **Effective Date**.

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Date: _____

Date: _____

830 Miller Road

X  ☐

Buyer's Initials

☐ ☐

Seller's Initials

ADDENDUM #1 TO BUY AND SELL AGREEMENT

This is an Addendum to the Buy and Sell Agreement (the "Agreement") between the City of Plainwell, 211 N. Main Street, Plainwell, MI 49080 ("Seller") and Complete Remarketing Services, LLC, 2505 Ardmore St., SE Grand Rapids, MI 49508 ("Buyer"). All references below are to sections of the aforesaid Agreement. The provisions of this Addendum shall supercede and have priority over any contrary provisions, if any, contained in the Agreement and any collateral agreements or documents executed between Seller and Buyer relating to the purchase of 830 Miller Road, Plainwell, MI 49080 (the "Property").

1. Paragraph 2 of the Agreement is amended to add the following legal description:

E 1/2 SE 1/4 LYG S OF MILLER RD EX BEG SE COR TH N 89DEG 49'58" W 623.13'; TH N 00DEG 17'36" E 736.3"; TH S 89DEG 49'51" E 627.05'; TH S 00DEG 35'54" W 736.3' TO POB; ALSO EX COM SE COR TH N 89DEG 49'58" W 709.13' TO POB; TH CONT N 89DEG 49'58" W 623.12"; TH N 00DEG 38'35" E 1054.1'; TH S 89DEG 49'58" E 616.68'; TH S 00DEG 17'36" W 1054.07 TO POB SEC 20 T1N R11W SKETCH: 27.54 AC (2024). SPLIT/COMBINED ON 01/24/2024 FROM 55-020-056-02;

2. 5 of the Agreement is amended to add the following requirements:

If the survey to be provided by Buyer shows any encroachments, easements, violations, or other condition(s), that in Buyer's judgement could interfere with Buyer's use of the Property, Seller, at Buyer's request, shall be required to remove such encroachments, easements, violations, or condition(s), at Seller's cost, within thirty (30) days after receiving notice from Buyer. If Seller fails or refuses to remove such encroachments, easements, violations, or other condition(s), Buyer shall have the right to terminate this Agreement and obtain return of Buyer's earnest money deposit or, alternatively, waive any objections to the survey and proceed to closing.


3. Paragraph 6 of the Agreement is amended to add the following requirements:

Notwithstanding anything contained in this Agreement to the contrary, at closing, Seller shall convey good and marketable title to the Property subject only to beneficial easements and restrictions of record not impairing Buyer's intended use of the Property (which permitted exceptions shall be set forth as an exhibit to the warranty deed). If the title insurance commitment contains exceptions, including, but not limited to easements and restrictions, which, in Buyer's opinion, make the title unmarketable, or which would, in Buyer's opinion, interfere with Buyer's intended use of the Property, Buyer shall notify Seller in writing of any objections to such title within thirty (30) days from receipt of the last of the title commitment and survey. If Seller fails to clear the title of such objections, at Seller's expense, within thirty (30) days after receiving written notice from Buyer, Buyer shall have the right to terminate this Agreement and obtain return of Buyer's earnest money deposit, or, alternatively, waive such objections and proceed to closing, in which case such objections shall be deemed permitted exceptions.

4. Paragraph 7 of the Agreement is amended to add the following requirements:

For a period of 90 days (subject to the additional 30 days as detailed in paragraph 34) after this Agreement is fully executed ("Investigation Period"), Buyer to have the right to investigate (or cause to be investigated) to Buyer's satisfaction, and at Buyer's expense, the state and condition of the Property and any other matters pertaining to the Property of interest to Buyer, including, but not limited to:

• Zoning	• Existence of wetlands
• Tax / Use classification	• Environmental conditions
• Availability of utilities, building permits, and driveway permits	• Contents of applicable restrictive covenants and building codes
• Soil borings	• General suitability for Buyer's intended use
• All Development costs	• Obtain all municipal approvals for buyer's use of property
• Any building inspections	

X 

- A. During the Investigation Period, Buyer, Buyer's agents, and Buyer's representatives shall have reasonable access to the Property to conduct such investigations as Buyer deems appropriate; provided, however, that such inspections shall not unreasonably interfere with the rights of the tenants in possession. Buyer agrees to indemnify and hold Seller harmless from any liability or claim to the extent arising from such inspections, including all costs and reasonable attorneys' fees. To the extent the Property is damaged due to any of Buyer's investigations, Buyer agrees to restore the Property as nearly as possible to its original condition.
- B. If any of the results of Buyer's investigations are not acceptable to Buyer, in Buyer's sole discretion, Buyer has the right to terminate this Agreement by providing written notice to Seller and/or Listing Broker within the Investigation Period, and Buyer's good-faith deposit will be refunded.

5. Paragraph 11 of the Agreement is amended to provide the following:

The conveyance shall be subject only to existing zoning ordinances, and those building and use restrictions, easements, oil and gas leases and reservations identified in the title commitment provided to Buyer that are approved by Buyer or that are deemed waived by Buyer pursuant to Paragraph 6 of the Agreement.

6. Paragraph 14 of the Agreement - Damage to Premises is replaced with the following:

If between the Effective Date and the Closing Date all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence and Buyer may terminate this Agreement by written notice to Seller within fifteen (15) days after it has been notified by Seller of such damage or taking. If Buyer elects not to terminate this Agreement, there shall be no reduction in the purchase price and at closing Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award. Buyer shall also receive a credit at closing in an amount equal to Seller's deductible, if applicable.

7. Paragraph 17 of the Agreement is amended to provide the following:

Seller shall deliver to Buyer, on or before closing, copies of lease termination agreements for all leases existing as of the Effective Date of this Agreement, as well as all other documents necessary to close the transaction, including, without limitation, an owner's affidavit satisfactory to remove the standard title exceptions (excluding the survey exception, which shall be the responsibility of Buyer) and a broker lien waiver.

8. Paragraph 20 of the Agreement is amended to provide the following:

In the event of default by Buyer, all deposits made by Buyer shall be forfeited to Seller as liquidated damages and Seller shall have no further right to claim additional damages or losses against Buyer whatsoever. In the event Seller fails to properly close the transaction contemplated by this Agreement on or before the scheduled closing date, then Buyer may terminate this Agreement, the earnest money deposit shall be promptly returned to Buyer, and neither party shall have any further liability to the other under this Agreement. Alternatively, Buyer may have specific performance of this Agreement and/or claim against Seller for Buyer's damages.

9. Paragraph 21 is deleted in its entirety.

10. Paragraph 25 of the Agreement is amended to add the following requirements:

Seller represents and warrants to Buyer that at the time of conveyance of the Property to Buyer, Seller has, to the best of Seller's knowledge not spilled, released, disposed of or stored hazardous substances (as defined by Part 201 of Public Act 451 of 1994, as amended) on the Property. It is understood and agreed Buyer has been advised to obtain a Phase I Environmental Site Assessment prior to close. Should the Phase I Environmental report conclude that there are (recognized environmental conditions (REC's)) or other results recommending additional testing Buyer at Buyer's option may elect to pursue a Phase II Environmental Report which may include, but not be limited

to, selection or analysis of samples of soil, ground water, soil gas, indoor air, surface water, building components or any other environmental medium.

11. Paragraph 26 of the Agreement is amended to add the following:

A copy of any notice to Buyer under this Agreement shall also be sent to: NAI Wisinski, 100 Grandville Ave SW, Suite 100, Grand Rapids MI 49503 Attn: Stuart Kingma.

12. Paragraph 35 of the Agreement is amended to add the following:

"Seller to furnish" items, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer, in Buyer's sole discretion, by giving Seller written notice within thirty (30) days of receipt of such item(s). In addition to the items listed in the Index of Exhibits, Seller shall furnish to Buyer within ten (10) days of the Effective Date, the following: (i) all building permits, wetlands, and fill permits, zoning variances and approvals, and environmental reports with respect to the Property; (ii) all surveys of the Property; (iii) all site, "as-built", architectural, and engineering plans and specifications for any existing and planned improvements to the Property, and (iv) any notices with respect to the Property received from a governmental agency within the five-year period preceding the Effective Date.

13. Paragraph 36 of the Agreement is amended to add the following:

Sellers and Buyers agree that any signed copy of the Agreement and this Addendum transmitted to the other party or its agent by facsimile transmission shall have the same force and legal effect as an original. Duplicate copies of the Agreement and Addendum signed by the parties, taken together, shall constitute one unified original. Originals shall be provided to the other party on request.

SELLER:

The City of Plainwell

By: _____

Its _____

Date _____, 2025

BUYER:

Complete Remarketing Services, LLC

By: Mark Hammonds X

Mark Hammonds

Its member

Date Jan. 24, 2025



"The Island City"

MEMORANDUM

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

TO: City Council/ Justin Lakamper, City Manager
FROM: Denise Siegel, Community Development Manager
DATE: January 23, 2025
SUBJECT: Resolution 2025-06 - Support for the West Michigan Trails Master Plan

SUGGESTED MOTION: I motion to approve Resolution 2025-06 as presented.

BACKGROUND INFORMATION: The City of Plainwell has been working with several communities and the West Michigan Trails Organization to develop a 42-mile non-motorized trail that would travel from Kalamazoo Township to Kent County. Work began in 2015 by hiring Wightman Group to prepare a Planning Study for the River to River Trail, which was completed in 2018. To this day the West Michigan Trails Organization has been at work developing and repairing trails in West Michigan according to the Plan Study. Their recent Master Plan highlights the top projects with the City of Plainwell listed as part of the Phase 1 Priority Projects for funding for engineering and design plans.

ANALYSIS: By approving this resolution which recognizes and supports the West Michigan Trails Master Plan, it will help them, and us, apply for grants and funding for trails. The main complexity with creating trails is the sheer number of stakeholders and landowners that need to be on the same page. Therefore, a resolution supporting this work helps show funders that the many stakeholders are working together. We are currently working with West Michigan Trails to apply for a grant to fund engineering work for the interurban trail in Plainwell. This resolution will increase our chances of receiving this grant.

BUDGET IMPACT: There is no budget impact.

**Resolution 2025-06
City of Plainwell
Allegan County, Michigan**

**RESOLUTION OF SUPPORT
FOR THE WEST MICHIGAN TRAILS REGIONAL MASTER TRAILS PLAN**

At a regular meeting of the Plainwell City Council, held in the Plainwell City Hall Council Chambers, 211 North Main Street, Plainwell, MI on January 27, 2025 at 7:00 PM.

The following resolution was offered by Councilmember _____ and was supported by Councilmember _____:

WHEREAS, trails are vital infrastructure that provide recreational opportunities, transportation alternatives, economic development, environmental benefits, and enhanced quality of life for residents and visitors of West Michigan;

WHEREAS, the West Michigan Trails Regional Master Trails Plan aims to develop a comprehensive, interconnected trail network that enhances connectivity between communities, promotes safe multi-modal transportation, and expands access to outdoor recreation;

WHEREAS, the Regional Master Trails Plan aligns with the goals of local, regional, and state plans, including sustainable development, health and wellness, and equitable access to public spaces;

WHEREAS, the development and implementation of the Regional Master Trails Plan requires collaboration among municipalities, counties, MPOs, regional planning agencies, community organizations, and stakeholders;

WHEREAS, the Regional Master Trails Plan supports regional economic growth by improving access to key destinations, fostering tourism, and creating opportunities for business development;

WHEREAS, public input and engagement have demonstrated broad support for an expanded and connected regional trail system;

NOW, THEREFORE, BE IT RESOLVED, that the City of Plainwell recognizes and supports the West Michigan Trails Regional Master Trails Plan as a framework for advancing trail connectivity and multi-modal transportation in the region;

BE IT FINALLY RESOLVED, that City of Plainwell encourages all regional and local partners to join in supporting and implementing the West Michigan Trails Regional Master Trails Plan, recognizing its importance in building a vibrant, connected, and resilient future for the region.

RESOLUTION DECLARED ADOPTED.

Ayes: _____
Nays: _____
Absent: _____

JoAnn Leonard, City Clerk

CERTIFICATE:

I the undersigned being the duly qualified Clerk of the City of Plainwell, Allegan County Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Plainwell, Michigan, at a regular meeting held on the 27th day of January 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: Justin Lakamper, City Manager
FROM: Kevin Callahan, Director of Public Safety
DATE: January 24, 2025
SUBJECT: Sale of Chief's Vehicle

ACTION ITEM: I motion to approve the sale of one 2016 Ford Explorer SUV used as the Chief's vehicle with the minimum sale price being \$9,000.

BACKGROUND INFORMATION: In November of 2024 the Chiefs vehicle was totaled after an accident. Shortly thereafter the Chief spoke with several other agencies regarding a replacement vehicle, one of which being the Gun Lake Tribal Police. In the meantime, a 2016 Ford SUV was purchased from a dealer to replace the damaged vehicle. Just after purchasing the 2016 Ford SUV, the Gun Lake Tribal Police reached out and donated a used 2018 Ford SUV Patrol vehicle to the agency. After careful evaluation, it has been determined that selling the 2016 Ford SUV is in the best financial interest of the department and the city.

ANALYSIS: It is recommended that the sale is approved as the proceeds from the sale can be redirected to more critical departmental needs, such as other equipment replacement or upgrades.

BUDGET IMPACT: There is no negative impact to the budget.

Re



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

December 2024

Prepared by Director Kevin Callahan

Plainwell Department of Public Safety

Scheduled Hours By Activity for December 2024

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

TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

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

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

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

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

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

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

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

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

TOTAL UNOBLIGATED PATROL HOURS

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

*Examples include: General Preventive Patrol, Building Security Checks, Etc.
Note: This also includes any break time the officers take during their shift.*

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

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

Total Hours
58,570

Percentage of Total Hours
3.12%

1,827

3.12%

11,176

19.08%

22,652

38.68%

22,915

39.12%

35,655

60.88%

Plainwell Department of Public Safety

Complaints/Activities for December 2024

ARRESTS

CUSTODIAL ARRESTS

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

ARREST COUNTS

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

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS

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

NON-HAZARDOUS CITATIONS

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

DRUNK DRIVING CITATIONS

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

PARKING CITATIONS

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

VERBAL WARNINGS

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

TOTAL TRAFFIC CITATIONS/WARNINGS

79

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS

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

PATROL INITIATED COMPLAINTS

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

TOTAL COMPLAINTS

245

OTHER ACTIVITIES

MOTORISTS ASSISTS

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

PROPERTY INSPECTIONS

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

MOTOR VEHICLE ACCIDENTS

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

COMMERCIAL BUILDING SECURITY CHECK

1,420 *Nightly security inspections of business' conducted by officers to assure windows and doors are locked.*

FOUND UNSECURED

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

Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	December	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	22
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	10	98
PROPERTY CRIMES			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	0	9
2300	Larceny	3	82
2400	Motor Vehicle Theft	2	15
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	2	61
2700	Embezzlement	1	1
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	3	18
3500	Violation of Controlled Substances Act	0	9
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	6
3800	Family Offenses	2	11
4100	Liquor Violations	0	2
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	2
5000	Obstructing Justice	3	21
5200	Weapons Offenses	1	8
5300	Public Peace	7	74
5400	Traffic Investigations - Any Criminal Traffic Complaints	1	29
5500	Health and Safety	9	302
5600	Civil Rights	0	15
5700	Invasion of Privacy	0	19
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	4	33
9200	Civil Custody	0	16
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	8	21
9400	False Alarm Activation	4	40
9500	Fires (Other than Arson)	0	9
9700	Accidents, All Other	10	49
9800	Inspections, Unfounded FIRS	0	1
9900	General Assistance (All Except Other Police Agencies)	76	1141
9911 & 9912	General Assistance (Other Police Agencies)	71	959
FIRS	Medical First Responder	29	338



December Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 71 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as Priority 1 Assists.

Fire Suppression/Call Out Incident Report

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions taken	Apparatus	PSO	POC
08/23/2024	19:47	19:51	720 Brigham St	Alarm	Investigate	C5	1	0
12/03/2024	13:51	13:52	212 Gilkey St	EMS Call	Provide Basic Life Support, Provide Manpower	C4	3	2
12/20/2024	16:25	16:26	Melrose St / Naomi St	iPhone Crash Notification	Cancelled Enroute	C5	1	0
12/21/2024	15:04	15:14	1068 Wedgewood Dr	EMS Call	Emergency Medical Services	S62	0	5
12/21/2024	16:13	16:16	691 W Bridge St	Alarm	Investigate	C6, E11	1	6
12/24/2024	08:31	08:39	219 Naomi St	Carbon Monoxide	Investigate	C6	1	0
12/26/2024	03:14	03:15	717 Benhoy, Apt. E	Building Fire	Investigate, Ventilate	C5, E11, E17	3	5
12/26/2024	05:54	5:55	273 Robin St / Curt St	Carbon Monoxide	Investigate, Notify Other Agencies	C4, C5, E11	2	4
12/30/2024	11:10	11:15	1155 N Peach Ct	Gas Leak (Natural)	Investigate	C2, C5	2	0

Calls for Service at Plainwell Schools

Plainwell High School: 2
684 Starr Road

Gilkey School: 1
707 S. Woodhams Street

Plainwell Middle School: 0
720 Brigham Street

Starr Elementary: 0
601 School Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 0

Admin, Maintenance & Bus Garage: 0
600 School Drive

Ordinance Report

We had 4 Ordinance Complaints.

This is a breakdown of the Ordinance Violations for the month of December 2024:

- 2 – Travel Trailer Storage
- 1 – Unregistered Vehicle
- 2 – Burning Lumber/Christmas Waste



Significant Department Actions and Results

Replaced Biobed fan motor.
Painting was started in the secondary pump room
Pricing was recieved to replace the "Gritt Mitt" augur housing which will have to be fabricated.
The heater had to be replaced in the grit building.
The new air handling duct work and fan were replaced at Cushman St lift station the original parts were from 1980.

Pending Items (including CIP) FY 23/24

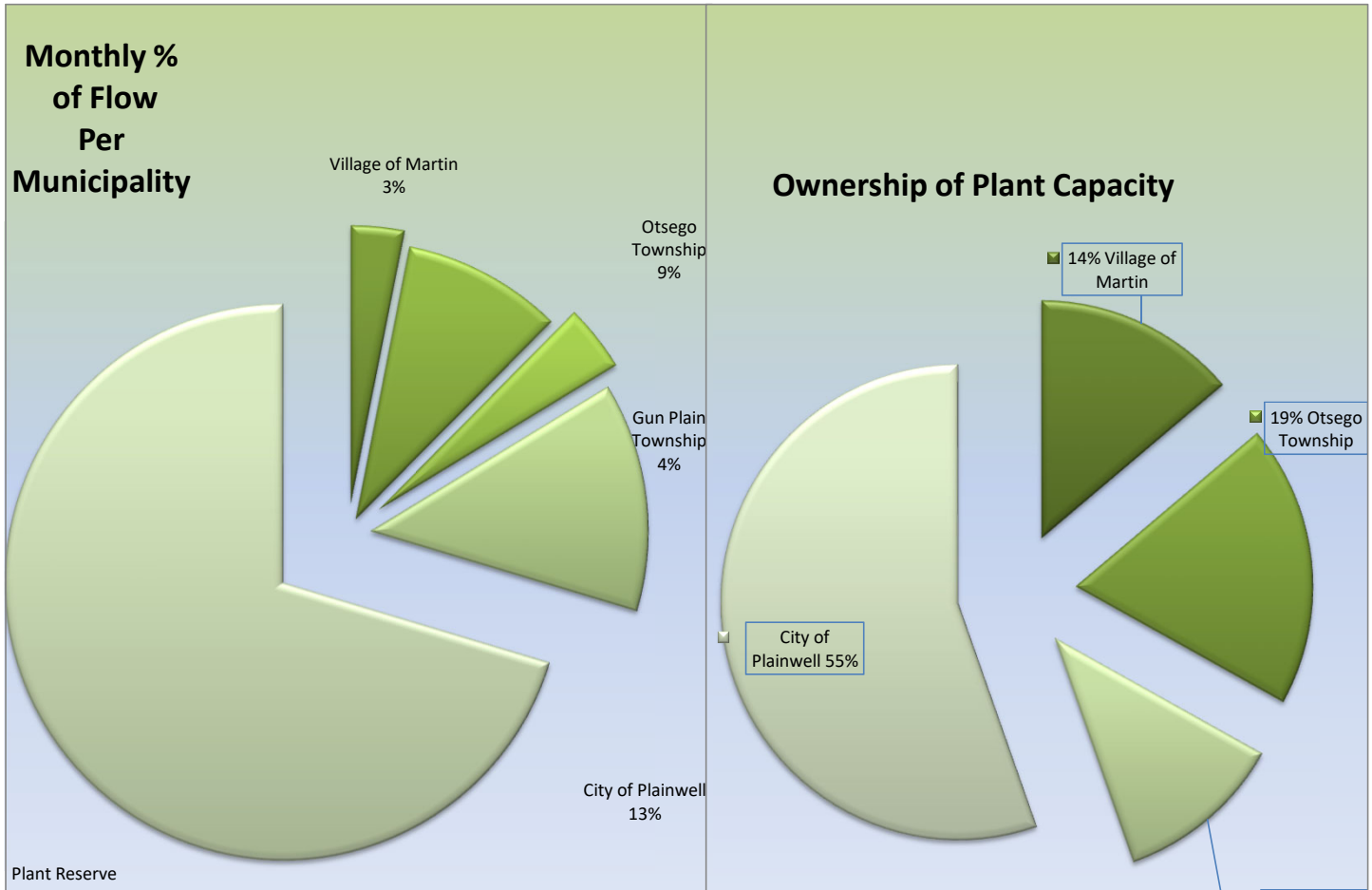
Expenditure Summary/Issues

	(budgeted)	(completed)
Hydronic Loop Addition	\$10,000	
Odor Control Study	\$10,000	
Repair Sewer Manhole Michigan St	\$20,000	
CIP Sewers Washington, Kester, Glenview	62,000	
HACH DR 3900 Phosphorus test equipment	<u>\$10,000</u>	completed
	\$112,000	

Monthly Flow Data

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

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
Village of Martin	799,048			
Gun River MH Park	450,000			
US 131 Motor Sports Park	0			
Total:	1,249,048			
AVG. DAILY:	43,071	180,000	76%	14%
Otsego Township	3,755,241			
AVG. DAILY:	129,491	250,000	48%	19%
Gun Plain Township	1,131,000			
Ridderman Gas Station	17			
USA Earthworks	1,000			
North Point Church	1,000			
North 10th Street	258,042			
Gores Addition	174,000			
TOTAL	1,565,059			
AVG. DAILY	6,000	150,000	96%	12%
City of Plainwell	5375121			
AVG. DAILY:	173391.00	720,000	76%	55%
Avg. Daily Plant Flow from entire service district	0.37			



State Required Reporting Compatible Pollutants

MI State Requirement	City Benchmark	Monthly Avg. Reported/MDEQ
----------------------	----------------	----------------------------

Carbonaceous Biochemical oxygen demand (CBOD-5):

25 mg/l	15	9.79
---------	----	------

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

TOTAL SUSPENDED SOLIDS (TSS):

30 mg/l	15	11
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Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.

PHOSPHORUS (P):

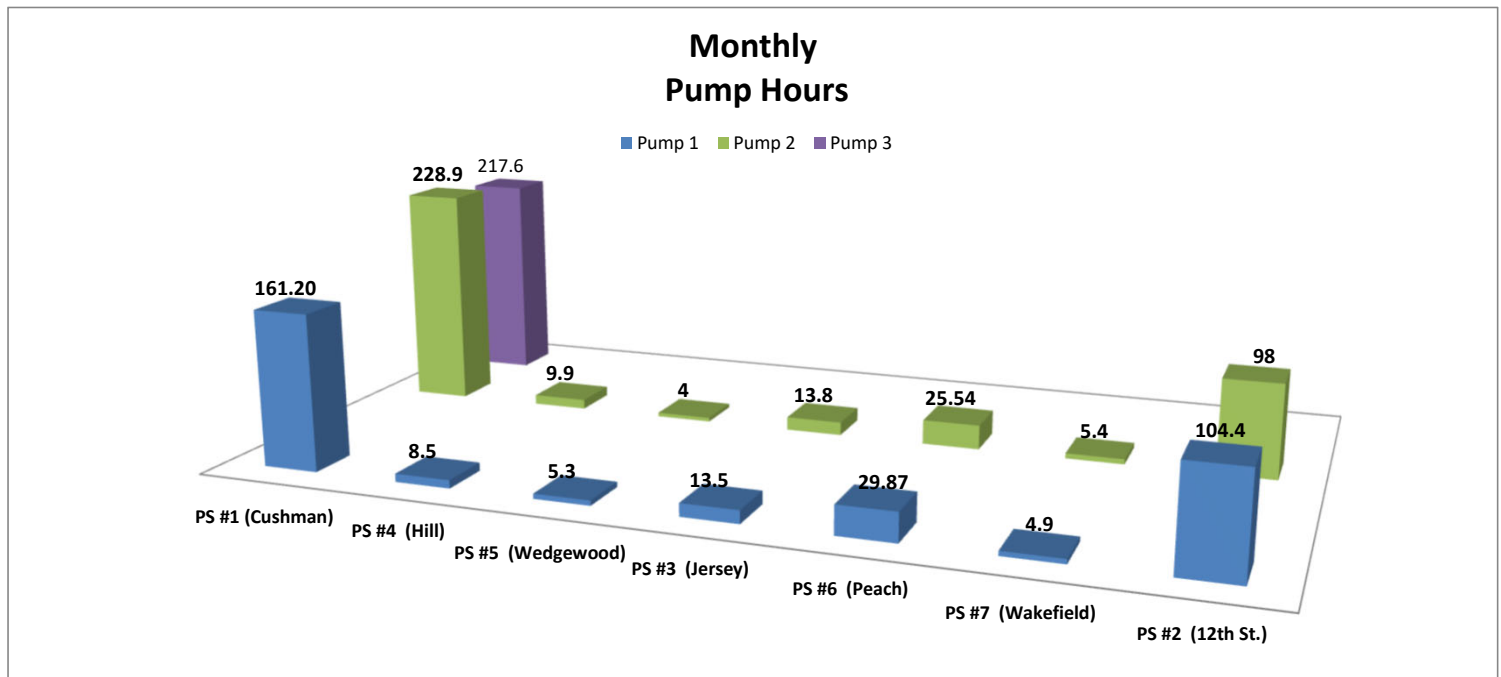
1.0 mg/l	0.45	0.31
----------	------	------

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

Total Coliform (COLI):

200counts/ml	50	1
--------------	----	---

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



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

Minutes
Plainwell DDA, BRA, and TIFA
December 10, 2024

1. Call to Order: Meeting was called to order at 7:30 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call:
Members Present: Randy Wisnaski, Nick Larabel, Jim Turley, Adam Hopkins, Cathy Green, Justin Lakamper, Paul Rizzo
Excused: Kevin Seckel, 7:39 am
4. Approval of Minutes from 10/08/24: **A motion was made by Green to approve the minutes and place on file, seconded by Turley.**
5. General Public: None
6. Chairman's Report: None
7. BRA Action Items
 - A. **Motion to accept accounts payable for November of \$891.25 was made by Rizzo and seconded by Hopkins. All in favor vote. Motion passed.**
 - B. Larabel provided updates/insights from our tour in Grand Rapids with potential developers for rental units on the Mill Site.
8. DDA Action Items
 - A. Downtown Clock Restoration – would like more details on cost of difference between Mechanical Renovation and Cosmetic Renovation.
 - B. **Motion to accept accounts payable for November of \$2,973.66 was made by Larabel and seconded by Wisnaski. All in favor vote.**
9. TIFA Action Items
 - A. **Motion to accept accounts payable for November of \$417.10 was made by Hopkins and seconded by Turley. All in favor vote. Motion carried.**
9. Communications: 11/11/2024 Council Minutes and the Financial Report/Summary as of 11/30/2024
10. Public Comments: None
11. Staff Comments: Updates were given by Siegel, Community Development Manager development of DDA properties and events; Industrial Park Entryway sign updates. Lakamper, City Manager provided information on the Mill Site Developments.
12. Member Comments: None
13. Adjournment: **A Motion to adjourn the meeting was made by Rizzo and seconded by Turley at 8:34 a.m.**

Submitted by Denise Siegel, Community Development Manager

**MINUTES
CITY OF PLAINWELL
PARKS & TREES COMMISSION
December 12, 2024**

1. Matthew Bradley called the meeting to order at 5:00 PM.
2. Roll Call: Present: Matthew Bradley, Marsha Keeler, Bunny LaDuke, Shirley DeYoung, Cory Redder and Public Works Superintendent Bob Nieuwenhuis and Council Member Brad Keeler.

3. Approval of Minutes:

Shirley DeYoung moved to accept and place on file the minutes of, November 14, 2024. Bob Nieuwenhuis supported the motion. On voice vote, motion carried unanimously.

4. Parks:

Bob reported that:

1. Christmas is all set up in the parks.
2. Sherwood nothing is really going on.
3. Pell nothing new.
4. Hicks (2) new tables thanks to Marsha Keeler.
5. Miss Dig was called and the ground was marked and the card people still put the cards up where it was marked not to.
6. We got a really nice tree.
7. We built huge presents to fill in the gaps around part of the tree.
8. We got a complaint about sledding and the leaves still being there because the snow came before we had the leaves all picked up.
9. Kenyon Park Bob accidentally dug up the ground when he was plowing snow. We can fix it in the spring.
10. Darrow is good.

Sherwood Park Maintenance Report – Shirley DeYoung

Shirley reported that she went by today and she liked that we had Christmas lights around the top of the restroom.

Pell Park Maintenance Report – Marsha Keeler

Marsha reported that the park looked cold and white.

Hicks Park Maintenance Report – Matthew Bradley

Matthew reported that he drove by today and the park looked very festive.

Cook Park Maintenance Report – Cory Redder

Cory reported that he walked through the park over the weekend and he noticed a few pickle ball players and upper cook was still pretty tore up from the construction. Bob added that the city held back \$60,000 from the project and 25,000 is for the restoration of the park.

Kenyon Park Maintenance Report – Bob Nieuwenhuis

Brad had nothing to add as he has not been to the park.

Darrow Park Maintenance Report – Bunny LaDuke

Bunny reported that the park looks good but it has no Christmas decorations.

River walk, Band Shell & CBD Maintenance Report – Cory Redder

Cory reported that the river walk looks good but it was slippery when walking on it down to the tree lighting. Bob noted that the debt crew had been through there and shoveled and salted. Cory wondered if we could put some Christmas stuff at the Band Shell.

5. New Business

A. None.

6. Open Business

- A. Erosion: A small discussion took place about the erosion issue. Cory said that Lois Cutcher is working on looking for grants. Brad said the State is in charge of the erosion. The issue will be discussed at a later meeting.

7. Public Comments
None.

8. Staff Comments
None.

9. Chairman's Report
None.

10. Commissioners' Comment: Bunny LaDuke thanked the City DPW for letting her group use some the greens from the old well #5 property.

11. Items For Next Agenda: 5 year plan and how we are doing on this.

12. Next Meeting
The next meeting will be Thursday, January 16 2025 at 5 PM.

13. Adjournment

Shirley DeYoung moved to adjourn the meeting. Marsha Keeler supported the motion. On voice vote, motion carried unanimously.

There being no further business, the meeting adjourned at 5:50 PM.

Minutes Respectfully Submitted,
Cheryl Pickett

01/23/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
 INVOICE ENTRY DATES 01/10/2025 - 01/23/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Vendor Code	Vendor Name		Amount
	Invoice	Description	
000002	AT&T		
	269685195701 25	AIRPORT LANDLINE JANUARY 2025	191.62
	269685682401 25	DPS LANDLINE JANUARY 2025	191.62
TOTAL FOR: AT&T			383.24
000004	PLAINWELL AUTO SUPPLY INC		
	731460	DPW - HEX BIT SOCKET SET AB	23.49
	731464	DPW - ABSORBANT MAT FUEL SPILL DR	32.99
	731471	DPW - OIL DRY FUEL SPILL AB	137.90
	731595	DPW - 3/8 DR MET HEX BIT AB	84.28
	731611	DPW - HOSE END SHOP AB	5.49
	731770	DPW - TRUCK #16 CIRCUIT BREAKER/REMAN STARTER/CC	440.00
	731771	DPW - SOCKET EXTENSION SHOP AB	30.09
	731774	DPW - BATTERY CABLES TRUCK #16/EXTRA BATTERY CAB	35.10
	731800	DPW - MIRROR TRUCK #15 AB	335.00
	731823	DPW - STARTER CORE DEPOSIT #16 CP	(86.42)
	732009	DPW - # 15 HOSE FITTING/HYDRAULIC HOSE CLEANER/N	72.34
	732052	DPW - FUEL PRESS REGULATOR RETURN AS/CP	(141.99)
	732079	DPW - SPOT MIRROR(2) TRUCK #12 CP	69.58
	732157	DPW - MALE SLIDE WIRE TERMINALS(23) RL	13.57
	732175	DPW - WORKLIGHT(2)/DIESEL ADDITIVE(6) AB	97.52
	732210	DPW - TORCH TIP SHOP AB	29.00
	732254	DPS - SYNTHETIC OIL(2) KC	59.98
	732352	DPW - MAG 1 PLOW FLUID #19A JF	8.29
	732391	DPW - WELDING HELMET AB	179.99
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			1,426.20
000009	CONSUMERS ENERGY		
	203144636232	WR PLANT JANUARY 2025	6,621.13
	204390496240	AIRPORT BLDG SERVICE JANUARY 2025	16.65
TOTAL FOR: CONSUMERS ENERGY			6,637.78
000010	RIDDERMAN & SONS OIL CO INC		
	184773	DPW - 525GL 30-#2 DYED DIESEL	1,246.18
	184774	DPW - 335GL 5-87 REG 10% ETHANOL GASOLINE	722.61
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			1,968.79
000013	RATHCO SAFETY SUPPLY INC		
	183790	DDA - CORRECTED OVERNIGHT PARKING SIGNS CP	384.00

TOTAL FOR: RATHCO SAFETY SUPPLY INC			384.00
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000014	MICHIGAN GAS UTILITIES CORP		
	5325103290	DPW BLDG DECEMBER 2024	834.91
	5325564112	WR PLANT DECEMBER 2024	3,620.45
	5325629299	CITY HALL DECEMBER 2024	248.13
	5325664805	WR CUSHMAN LIFT DECEMBER 2024	90.78
	5326185316	DPS BLDG DECEMBER 2024	928.08
	5326601016	WR 12TH ST DECEMBER 2024	48.28
	5327491061	WATER CHEM ROOM DECEMBER 2024	220.27
	5327513763	DPW BACK BARN DECEMBER 2024	431.15
TOTAL FOR: MICHIGAN GAS UTILITIES CORP			6,422.05
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000034	VERIZON		
	6101909289	CITY CELL/HOT SPOT SERVICE 11/24 - 12/23/2024	569.64
	6103221646	DPW/WR ALARM SERVICES 12/11/2024 - 1/10/2025	46.35
TOTAL FOR: VERIZON			615.99
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000035	APPLIED INNOVATION		
	2713133	CITY HALL COPIER CHARGES 12/13/2024 - 01/12/2025	109.02
	2720439	DPW/WR COPIER CHARGES 12/16/2024 - 1/15/2025 CP	152.78
TOTAL FOR: APPLIED INNOVATION			261.80
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000134	HAROLD ZEIGLER FORD		
	347905	DPS - FUEL TUBE SUPPORT/CK ENGINE DIAG KC	396.17
	348372	DPS - 202 FORD #6 *9807 FUEL PUMP/SEAL/BOLT KC	1,134.81
TOTAL FOR: HAROLD ZEIGLER FORD			1,530.98
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000153	FLEIS & VANDENBRINK INC		
	72247	DPW - UCMR SAMPLING DECEMBER 2024 JL	1,200.00
	72366	DECEMBER 2024 PROFESSIONAL SERVICES S MAIN LAP JI	3,581.53
TOTAL FOR: FLEIS & VANDENBRINK INC			4,781.53
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000155	BRAVE INDUSTRIAL FASTENER		
	173103	DPW - WELDER NOZZLE(2) CP	18.76
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			18.76
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000500	TRUCK & TRAILER SPECIALTIES, INC.		
	DSO015906	DPW - TRUCK #15 ACTUATING CYL/PIN/SPRING JF/CP	719.27
TOTAL FOR: TRUCK & TRAILER SPECIALTIES, INC.			719.27
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000910	GRAINGER		
	9368123809	WR - CALCULATOR/ERASER/ABSORB PADS BP	351.14
	9372073214	WR - FELX COUPLING, BRONZE LK	669.60
TOTAL FOR: GRAINGER			1,020.74
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000991	SAFETY SERVICES INC		

133003	DPW - SPILL KIT/EAR PLUGS/SAFETY GLASSES RN	564.23
TOTAL FOR: SAFETY SERVICES INC		564.23
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001536	WASHWELL-STADIUM DRIVE GROUP-SOAP	
3915	DPS DRY CLEANING OCTOBER 2024	119.43
3974	DPS DRY CLEANING OCT/NOV/DECEMBER 2024	104.50
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP		223.93
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001711	DETROIT SALT COMPANY	
S125-28850	DPW - 2024-2025 ROAD SALT 97.35T CP	6,490.32
TOTAL FOR: DETROIT SALT COMPANY		6,490.32
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001829	PERCEPTIVE CONTROLS INC	
16946	WR - PROGRAMMING ISSUES PEACH & CUSHMAN BP	1,702.00
TOTAL FOR: PERCEPTIVE CONTROLS INC		1,702.00
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001925	CENTURYLINK	
720253689	ADMIN - LONG DISTANCE PHONE SERVICE JANUARY 2025	0.10
TOTAL FOR: CENTURYLINK		0.10
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002002	USABBLUEBOOK	
INV00556095	WR - STRIKE ULTRA 1 LITER/CAP BP	684.56
TOTAL FOR: USABBLUEBOOK		684.56
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002116	CHARTER COMMUNICATIONS	
005582801010125	CITY HALL INTERNET/TV/PHONE JANUARY 2025	502.54
005583601010125	DPW/WR INTERNET JANUARY 2025	149.98
172241901010725	AIRPORT INTERNET JANUARY 2025	84.54
TOTAL FOR: CHARTER COMMUNICATIONS		737.06
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002149	DONNIE'S AUTO REPAIR	
2025.1.9	DPW - #2 2011 FORD TIE RODS/FRONT BRAKE PADS CP	745.32
TOTAL FOR: DONNIE'S AUTO REPAIR		745.32
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002246	ELHORN ENGINEERING CO.	
305185	DPW - CHEMICALS FOR WELLS 4 & 7 CP	906.00
TOTAL FOR: ELHORN ENGINEERING CO.		906.00
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002283	AXON ENTERPRISE, INC.	
INUS307331	DPS - AXON BODY CAM PROGRAM 3RD INSTALL KC	5,916.45
TOTAL FOR: AXON ENTERPRISE, INC.		5,916.45
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002347	ALRO STEEL CORPORTATION	
FAP7751KZ	DPW - #16 & PLOW PROTAP W/SPROUT/USUABLE DROI	258.50
TOTAL FOR: ALRO STEEL CORPORTATION		258.50
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002368	ORTON, TOOMAN, HALE, MCKOWN & KIEL	

	2024.12	DECEMBER 2024 PROFESSIONAL SERVICES KC	50.00
TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL			50.00
002562	CITY OF ALLEGAN		
	0000014292	DPW - 4TH QTR 2024 WATER TESTING	480.00
TOTAL FOR: CITY OF ALLEGAN			480.00
002723	OMEGA RAIL MANAGEMENT		
	25-133072	PIPELINE LEASE 3/25/2025 - 3/25/2026 BK/JL	987.55
TOTAL FOR: OMEGA RAIL MANAGEMENT			987.55
004190	WATERSOLVE LLC		
	10269	WR - SOLVE 137 (1) 465LB DRUM LK	1,200.00
TOTAL FOR: WATERSOLVE LLC			1,200.00
004784	DUPERON CORPORATION		
	26181	WR - ULTRONICS C VISION PREPROGRAMMED LK/BP	4,924.81
TOTAL FOR: DUPERON CORPORATION			4,924.81
004852	PACE ANALYTICAL SERVICES LLC		
	2550257401	WR - MERCURY SAMPLES JANUARY 2025 BP	593.53
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			593.53
004855	PLAINWELL ACE HARDWARE		
	18652	DPW - METAL REPAIR TAPE AIRPORT AS	10.99
	18655	DPW - METAL TAPE/RUBBER TAPE/GREAT STUFF AIRPOR	66.13
	18755	DPW - MISS DIG MARKING PAINT WK	19.98
	18756	DPW - COUPLING AB	5.59
	18757	DPW - MAP PRO GAS(2) AB	29.98
	18758	DPW - MISC FASTENERS(2) #61 BASKET AB	8.98
	18763	DPW - CUT OFF WHEEL/DISCS SHOP AB	96.98
	18777	DPW - SCRAPER(2) #15 #10 RL	9.98
	18811	DPW - 12-10 AWG .250 TAB CONNECTORS RADAR SIGNS	13.09
TOTAL FOR: PLAINWELL ACE HARDWARE			261.70
004902	BLOOM SLUGGETT PC		
	26014	DECEMBER 2024 PROFESSIONAL SERVICES JL	210.50
TOTAL FOR: BLOOM SLUGGETT PC			210.50
005012	UNITED BANK		
	2025.01.13	ADMIN - RETURNED ITEM CHARGE - AK	15.00
	2025.01.14 10:54	ACH FEES UB PAYMENTS PS/RB	7.00
	2025.01.15 9:45	ACH FEES TAX DISTRIBUTION RB	7.00
	2025.01.15 9:49	ACH FEES PAYROLL AB/RB	7.00
	2025.01.15 9:49A	ACH FEES UNION DUES AK/RB	7.00
	2025.01.16	ADMIN - RETURNED PAYMENT FEE - AK	7.50
	2025.01.17 10:25	UB RETURN PAYMENT FEE	7.50

	2025.01.21 8:48	ACH FEES TAX DISTRIBUTION	7.00
TOTAL FOR: UNITED BANK			65.00
005047	STAPLES, INC.		
	6021762021	ADMIN - HANDTOWELS/COPY PAPER/RUBBER BANDS/M	178.51
TOTAL FOR: STAPLES, INC.			178.51
005165	SHULTS EQUIPMENT, LLC		
	0108845-IN	DPW - TRUCK #12 ROOT CENTER PIN/3/4 X 3" GRADE 8 F	205.80
TOTAL FOR: SHULTS EQUIPMENT, LLC			205.80
005171	FLYERS ENERGY LLC		
	CFS-4132101	DPS - FUEL FOR POLICE VEHICLES 1/15/2025	817.08
TOTAL FOR: FLYERS ENERGY LLC			817.08
005175	KENT COMMUNICATIONS INC		
	PA-Q238842	ADMIN - ASSESSMENT NOTICES POSTAGE MR/AK	817.50
TOTAL FOR: KENT COMMUNICATIONS INC			817.50
005197	ED'S TRUCK REPAIR LLC		
	25-10010	DPW - TRUCK #15 WHEEL STUD(10)/LABOR TO REPLACE	274.78
TOTAL FOR: ED'S TRUCK REPAIR LLC			274.78
AAESAACH	ALLEGAN AREA EDUCATION SVC AGENCY		
	2025.01.11	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/11/2025	15,907.23
	2025.01.18	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/18/2025	16,271.97
TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY			32,179.20
ACACH	ALLEGAN COUNTY TREASURER		
	2025.01.11	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/11/2025	7,989.67
	2025.01.18	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/18/2025	6,193.83
TOTAL FOR: ALLEGAN COUNTY TREASURER			14,183.50
PCSACH	PLAINWELL COMMUNITY SCHOOLS		
	2025.01.11	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/11/2025	58,608.46
	2025.01.18	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/18/2025	70,702.50
TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS			129,310.96
RDLACH	RANSOM DISTRICT LIBRARY		
	2025.01.11	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/11/2025	2,358.37
	2025.01.18	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/18/2025	2,163.04
TOTAL FOR: RANSOM DISTRICT LIBRARY			4,521.41
TOTAL - ALL VENDORS			235,661.43

INVOICE AUTHORIZATION

Person Compiling Report

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

Insert Signature:

Roxanne
Branch

Digitally signed by
Roxanne Branch
Date: 2025.01.23
11:29:39 -05'00'

Amanda Kersten, HR/Interim Treasurer

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

Insert Signature:

Amanda
Kersten

Digitally signed by
Amanda Kersten
Date: 2025.01.23
11:33:47 -05'00'

Bryan Pond, Water Renewal Plant Supt.

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

Insert Signature:

Luke Keyzer

Digitally signed by Luke
Keyzer
Date: 2025.01.23
14:16:57 -05'00'

Kevin Callahan, Public Safety Director

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

Insert Signature:

Kevin A
Callahan

Digitally signed by Kevin
A Callahan
Date: 2025.01.23
16:16:41 -05'00'

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature:

Robert
Nieuwenhuis

Digitally signed by Robert
Nieuwenhuis
Date: 2025.01.23
14:30:34 -05'00'

Justin Lakamper, City Manager

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

Insert Signature:

Justin
Lakamper

Digitally signed by Justin
Lakamper
Date: 2025.01.23
12:30:43 -05'00'

Reports & Communications:

A. City – Ordinance #399 – Michigan Gas Utilities Franchise

This Ordinance pertains to public right of way use by Michigan Gas Utilities, and will remain effective for ten years. The Ordinance grants Michigan Gas Utilities access to right of ways within the City of Plainwell for the purpose of laying and maintaining gas pipes, mains, conduits, valves, drips and all necessary appurtenances required to conduct and operate a natural gas business and distribution system. The prior franchise agreement, Ordinance #333 approved in 2004, was the template for Ordinance #399. Changes between the two Ordinances are noted in red in the document following the draft of Ordinance #399.

Recommended action: Consider approving Ordinance #399 as presented.

B. City – Special Event Permit 25-01 – Dean’s Ice Cream

Dean’s Ice Cream has submitted Special Event Permit 25-01, requesting permission to close Sherwood St. between Sterling and Oak from 4pm until 8pm every Monday night beginning April 14th, 2025 through October 6th, 2025 for a car show.

Recommended action: Consider approving Dean’s Ice Cream Special Event Permit.

C. City - OPEB Trust Contribution

The City maintains a Trust Fund for its Retiree Medical Plan, which is an “other post-employment benefit” (OPEB) offered to members of the POLC and SEIU labor groups. The City recognizes liabilities on its annual financial statements for future costs associated with the Plan, which are determined by an annual actuarial valuation. Per Governmental Account Standards, costs associated for covered employees hired after June 30, 2018 are required to be deposited into a separate Trust account to be paid out in the future when the costs are actually incurred.

Recommended action: Consider approving a transfer of \$9,949.00 into the OPEB Trust to cover the actuarially determined ‘normal cost’ for employees covered by the City of Plainwell Retiree Medical Plan.

D. City – Consideration of ~~land sale in Industrial Park~~ Purchase Agreement for Vacant Industrial Land

The City has received offers from two parties interested in purchasing land in Industrial Park. Offer 1 from USA Earthworks is for 15 acres. Offer 2 from Complete Remarketing Services is for 28 acres. ~~Further details will be shared when available.~~

Recommended action: Consider approving the sale of ~28 (or 15) 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. ~~the sale of land located in Industrial Park and authorizing the City Manager to execute the sale.~~

E. City – Resolution 2025-06 – A Resolution of support for the West Michigan Trails Regional Trails Master Plan

The City of Plainwell has been working with several communities and the West Michigan Trails Organization to develop a 42-mile non-motorized trail from Kalamazoo Township to Kent County. Work began in 2015 with a Planning Study by the Wightman Group for the River to River Trail, which was completed in 2018. Since then, the West Michigan Trails Organization has been developing and repairing trails in West Michigan according to that Planning Study. Their recent Master Plan highlights top projects.

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

Plainwell is listed in the Phase 1: Priority Projects section, along with the City of Wayland, Wayland Township and Gun Plain Township. Approximately 1.5 miles of trail are located within Plainwell city limits, along the interurban trail behind Thurl Cook park.

Recommended action: Consider adopting Resolution 2025-06 as presented.

F. DPS – Sale of 2016 Ford Explorer SUV previously used as the Chief’s vehicle

In November of 2024 the Chief’s vehicle was totaled after an accident. A 2016 Ford Explorer SUV was purchased from a dealer to replace it. After purchasing the 2016 Ford SUV, the Gun Lake Tribal Police donated a used 2018 Ford SUV Patrol vehicle to the agency. After careful evaluation, it has been determined that selling the 2016 Ford SUV is in the best financial interest of the department and the city.

Recommended action: Consider approving the sale of the 2016 Ford Explorer SUV with the minimum sale price being \$9,000.

Reminder of Upcoming Meetings

- February 05, 2025 – Planning Commission – 6:30pm
- **February 10, 2025 – City Council – 7:00pm**
- February 11, 2025 – DDA/BRA/TIFA – 7:30am
- February 13, 2025 – Parks & Trees – 5:00pm
- February 19, 2025 – Planning Commission – 6:30pm

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