

# City of Plainwell

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



"The Island City"

Department of Administration Services  
211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821  
[www.plainwell.org](http://www.plainwell.org)

## AGENDA DDA/TIFA/BRA Tuesday, October 14, 2025 - 7:30AM Plainwell City Hall Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes – 09/09/2025
5. Public Comment
6. Chairman's Report
7. Recommendations and Reports:
  - A. BRA - Accounts Payable for September - \$16,348.46  
The Board will consider confirming BRA payables for September 2025 in the amount of \$16,348.46.
  - B. DDA - Accounts Payable for September - \$690.49  
The Board will consider confirming DDA payables for September 2025 in the amount of \$690.49.
  - C. TIFA - Accounts Payable for September - \$24.90  
The Board will consider confirming TIFA payables for September 2025 in the amount of \$24.90.
  - D. Discussion – Mill Development Proposal Workshop  
The Board will review and discuss draft proposals for Mill development.
8. Communications: The September 2025 Summary and Detail Financial Reports, the quarterly revolving loan report, and City Council Meeting minutes from 8/25/2025 and 9/08/2025.
9. Public Comment
10. Staff Comments
11. Board Comments
12. Adjournment

Agenda Subject to Change

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

**MINUTES**  
**Plainwell BRA DDA TIFA**  
**September 09, 2025**

1. Chairman Rizzo called the meeting to order at 7:30am in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Paul Rizzo, Cathy Green, David Steffen, Randy Wisnaski, and Justin Lakamper  
Excused: Nick Larabel, Adam Hopkins and Jim Turley
4. Approval of Minutes:  
**A motion by Wisnaski, seconded by Steffen, to accept and place on file the joint Planning Commission and BRA DDA TIFA Meeting Minutes of the 8/12/2025 meeting. On a voice vote, all voted in favor. Motion passed.**
5. Public Comment: None.
6. Chairman's Report: None.
7. Recommendations and Reports:
  - A. **A motion by Green, seconded by Wisnaski, confirming BRA payables for August 2025 in the amount of \$88.08. On a voice vote, all in favor. Motion passed.**
  - B. **A motion by Wisnaski, seconded by Green, confirming DDA payables for August 2025 in the amount of \$139.71. On a voice vote, all in favor. Motion passed.**
  - C. **A motion by Green, seconded by Wisnaski, confirming TIFA payables for August 2025 in the amount of \$10.37. On a voice vote, all in favor. Motion passed.**
8. Communications:  
**The August 2025 Summary and Detail Financial Reports and City Council Meeting minutes from 7/28/2025 and 8/11/2025 were reviewed.**
9. Public Comment: None.
10. Staff Comment: City Manager Lakamper provided an update on Classic Auto factory, sharing that the owner, Darius, is now proposing a 99-year lease agreement with the City. Darius states he is having difficulty finding insurance, and hopes a lease will allow the City's insurance to continue providing coverage. Darius is also aware now that the site will require an Environmental Phase I, and possible Phase II, through the EPA due to the superfund status. Remediation of the building would include lead paint and asbestos, and will take time to complete. The building will also need to be surveyed prior to leasing or sale. There are many details that need to be considered and worked out. Justin is working with City attorney.
11. Board Member Comments:  
Rizzo stated that Profielnorm is making good progress on their building.  
Green mentioned the Ladies, Leaves and Laughter event happening November 7<sup>th</sup>. Last year over a thousand people were in attendance.
12. Adjournment:  
**A motion by Green, seconded by Steffen, to adjourn the meeting at 7:55am. On a voice vote, all voted in favor. Motion passed.**

Submitted by,  
JoAnn Leonard, City Clerk

10/01/2025 01:14 PM  
User: ROXANNE  
DB: Plainwell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL  
POST DATES 09/01/2025 - 09/30/2025  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 1/2

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND					
Dept 443 PUBLIC WORKS					
243-443-718.001	Health Insurance Premiums	COPS HEALTH TRUST	SEPTEMBER 2025 DENTAL/VISI	8.71	29177
243-443-718.001	Health Insurance Premiums	BLUE CARE NETWORK OF MICH	SEPTEMBER 2025 HEALTH INSU	41.81	29180
243-443-725.001	Fringe Benefit - Life Insu	MADISON NATIONAL LIFE INSU	SEPTEMBER 2025 LIFE INSURA	3.67	29178
243-443-830.000	Contractual Reimbursement	CRA 200 ALLEGAN STREET LLC	2025 SUMMER TAX CAPTURE FC	16,294.27	29196
Total For Dept 443 PUBLIC				16,348.46	
Total For Fund 243 BROWNFI				16,348.46	

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Page: 2/2

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

Fund 243 BROWNFIELD REDEVE	16,348.46
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	16,348.46

10/01/2025 01:13 PM

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL

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User: ROXANNE

POST DATES 09/01/2025 - 09/30/2025

DB: Plainwell

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 443 PUBLIC WORKS					
248-443-718.001	Health Insurance Premiums COPS HEALTH TRUST		SEPTEMBER 2025 DENTAL/VISI	3.42	29177
248-443-718.001	Health Insurance Premiums BLUE CARE NETWORK OF MICH		SEPTEMBER 2025 HEALTH INSU	21.30	29180
248-443-725.001	Fringe Benefit - Life Insu	MADISON NATIONAL LIFE INSU	SEPTEMBER 2025 LIFE INSURA	1.29	29178
248-443-931.000	DDA DOWNTOWN WEED CONTROL AAA LAWN CARE INC		DPW - FALL VEGETATION CONT	524.50	29222
Total For Dept 443 PUBLIC				550.51	
Dept 775 SPECIAL EVENTS					
248-775-881.022	Farmers Market Costs - DDA	PLAINWELL ACE HARDWARE	DDA - MARKINGPAINT FARMERS	4.98	29197
248-775-881.022	Farmers Market Costs - DDA	PLUMBER'S PORTABLE TOILETS	DDA - PORTABLE TOILET FARM	135.00	29211
Total For Dept 775 SPECIAL				139.98	
Total For Fund 248 DOWNTOWN				690.49	

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BOTH OPEN AND PAID

Page: 2/2

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

Fund 248 DOWNTOWN DEVELOPM	690.49
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	690.49

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL  
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BOTH OPEN AND PAID

Page: 1/2

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 247 TAX INCREMENT FINANCE AUTHORITY FUND					
Dept 443 PUBLIC WORKS					
247-443-718.001	HEALTH INSURANCE PREMIUMS COPS HEALTH TRUST		SEPTEMBER 2025 DENTAL/VISI	8.55	29177
247-443-718.001	Health Insurance Premiums BLUE CARE NETWORK OF MICH		SEPTEMBER 2025 HEALTH INSU	14.53	29180
247-443-725.001	Fringe Benefit - Life Insu	MADISON NATIONAL LIFE INS	SEPTEMBER 2025 LIFE INSURA	1.82	29178
Total For Dept 443 PUBLIC				24.90	
Total For Fund 247 TAX INC				24.90	

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DB: Plainwell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL  
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BOTH OPEN AND PAID

Page: 2/2

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

Fund 247 TAX INCREMENT FIN	24.90
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	24.90





## "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: October 7th, 2025  
SUBJECT: Mill Proposals

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#### BACKGROUND INFORMATION:

Classic Auto Factory: Last week I provided Darius with the attached lease. He has reviewed it and we have discussed it in person twice. In response to some of the questions raised in the lease, Darius has proposed that they take over the entire building. His proposal is attached. Benefits to him moving into the whole building are as follows:

Size: This would allow them to store more cars in the building and increase their revenue from car storage.

Noise: They would move their repair/paint/restoration activities into buildings 3, 11, and 11A, which is away from the wedding venue. It does abut City Hall, but they would work to seal off the penetrations to reduce sound to City Hall.

Façade: They will restore additional frontage on the building.

Parking: Their exclusive parking area would move in front of building 3. This frees up the parking area in front of the 15 and 16 for a parking area for the wedding venue.

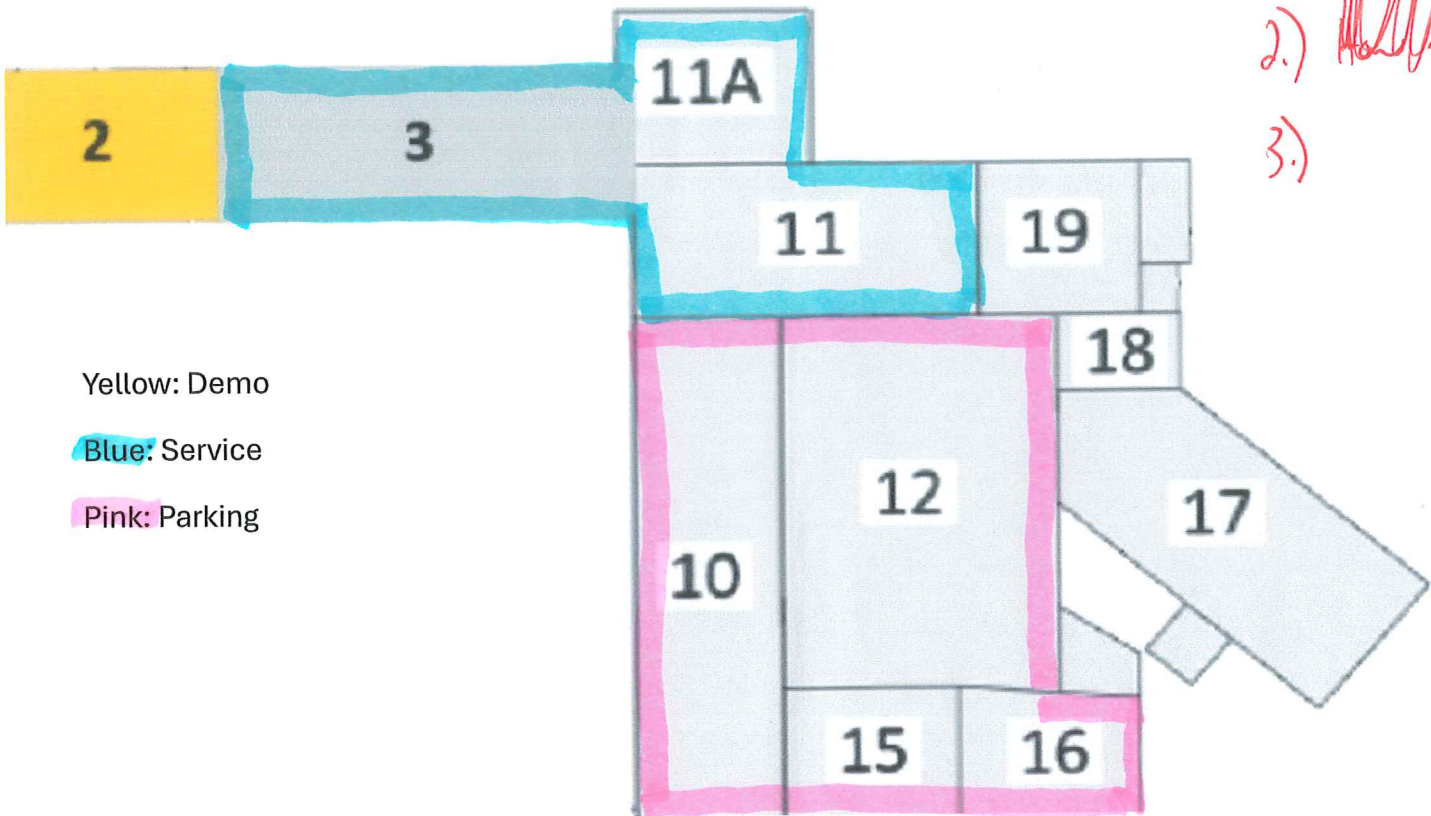
Overall, this would solve a number of the wedding venues stated problems. The downside is that the whole building would be used and any future development beyond the classic car business would be in private hands and the City would no longer have a say in those projects. Ultimately, I don't believe that holding on for something else outweighs the benefit of having the building in private hands who have a proven business model.

BizEx Ventures (wedding venue): I met with Kurt and Matt last week who presented me with the attached "Mill 17 Pre-Closing Requirements". These are things that they want from the City prior to their closing on October 31<sup>st</sup>. With the moving of the car restoration activity into other buildings, and the freeing up of space for a parking area, the majority of their questions could be answered. I would like to understand your perspective of whether or not we should consider a

parking lot in front of 15 and 16 to which they would have some exclusivity. Right now, I would like to propose to them that they need to pave the area and could have it for their business in the evening and on weekends.

**ATTACHMENTS:** CAF proposal, and BizEx Ventures closing requirements, Draft Lease for CAF

- 1) ~~Elkhart Stage~~
- 2) ~~How much work~~
- 3.)



**Building 3:** 14,000 Sq Ft (1/2 not useable presently) Vehicle Entrance, Check In, and Inspections 7000sqft

**Building 11A:** 4500 Mechanical Services

**Building 11:** 9000 Fabrication, Assembly, Disassembly

**Building 10/12:** Storage 28,000 Sq Ft (about 20% not useable), 20,000 sq ft

**Building 15-16:** Showroom 8000 Sq Ft.

**The Why:** ~~To raise more of the Mill. They want all of it.~~

**1) We save money:**

- A) Cutting a whole for a door
- B) A Door
- C) When you have more sq ft in this building, the areas that are not useable you can wait to renovate, like holes in the floor.

**2) Aesthetics**

- A) An impressive curb appeal with more size
- B) A cleaner work site, maybe building 3 never gets done?

**3) Square footage: Mill Total: 76,000 Sq Ft.**

**Dekalb: 84,000 Sq Ft.**

**4) Protection:** The city will not give us first right of refusal, nor do we believe we will get a say on additional use. So we are exposed to the poor decisions that can be made in the future that may harm our business.

**5) Community:** The people want this, Gilmore wants this, the government wants this.

**6) Commitment:**

- A) We moved in across the street
- B) We are investing before property conveyed
- C) We are moving through EPA and Insurance issues
- D) We are here to get this open







# Mill 17 Pre-Closing Requirements

Agreement for parking lot 211, in front of buildings 15 & 16

## **Classic Auto Factory**

- Environmental Plan

- Building Aesthetics

  - Signage

  - Fascia

- Driveway

## **Classic Auto Factory's Plans**

- Entry-from Road to Building/ Into the building

- Parking

- Hours of Operation

  - Over all

  - For mechanical repair

  - Using fumes/exhaust

  - With high noise volume

- Utilities-i.e Suppression system

- Freight Elevator

Agreements to any variances required

- Greenhouse

- Plantings/Lighting

Agreement on Historic site Liquor License

Definitive Placement of Napa Store

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of \_\_\_\_\_, 20\_\_\_\_ (the "Lease Date") between the CITY OF PLAINWELL, a Michigan municipal corporation, whose address is 211 North Main Street, Plainwell, Michigan 49080 (the "Landlord"), and \_\_\_\_\_, a \_\_\_\_\_ whose address is \_\_\_\_\_ (the "Tenant") (the Landlord and Tenant are collectively called the "Parties").

1. Description of Leased Premises. Landlord does hereby lease the to Tenant real property commonly known as buildings 10, 12, 15, and 16 as depicted on the attached Exhibit A (the "Premises") according to the terms of this Lease. This Lease is subject to encumbrances, conditions, covenants, easements, restrictions and rights-of-way, whether or not of record, affecting the Premises, to such matters as might be disclosed by inspection or survey and to zoning ordinances and other laws, ordinances and regulations applicable to the Premises.

2. Premises As-Is. Tenant's execution of this Lease shall constitute an acknowledgment by Tenant of its acceptance of the Premises in its "as is" condition. The Premises are leased to Tenant in its present "as is" condition without representation, warranty, or covenant (expressed or implied) by Landlord and subject to the presence or absence of any environmental condition on the Premises or any property in the vicinity of the Premises. Tenant has examined the Premises and all improvements to it and has found them satisfactory for all purposes. Landlord has not made, nor shall be deemed to have made, any representation or warranty, express or implied or otherwise, including but not limited to any warranty of merchantability or fitness for a particular purpose or of habitability with respect to the premises, or any fixture or other item constituting a portion of them.

3. Term. The term of this Lease will begin on \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date") and continue for ninety-nine (50) years thereafter (the "Term"), unless sooner terminated as stated herein.

4. Rent.

(a) Base Rent. Tenant will pay Landlord "Base Rent" for the Lease Term at the rate of One (\$1.00) Dollar per year. Base Rent will be paid by Tenant to Landlord on or before January 15 of each year of the Term. Rent for any partial year will not be prorated.

(b) Additional Rent. Any sum other than Base Rent that Tenant must pay to Landlord under this Lease is "Additional Rent" which is due and payable within ten (10) days after demand by Landlord to Tenant.

(c) Rent. "Rent" means all Base Rent and all Additional Rent, collectively.

(d) No Setoff or Claim. All Rent and any other sums payable under this Lease by Tenant will be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction. This Lease will not terminate, nor will Tenant have any right to terminate this Lease, nor will Tenant be entitled to any abatement, deduction, deferment or reduction of Rent, nor will Tenant's obligations under this Lease be affected by any interference with the Tenant's use of the Premises not caused by Landlord. It is the parties' intention that Tenant's obligations under this Lease are separate and independent covenants and agreements, that the Base Rent and all other sums payable by Tenant will continue to be payable in all events, and that the Tenant's obligations will continue unaffected, unless the requirement to pay or perform the same is terminated pursuant to an express provision of this Lease.



(e) Late Payments. Other remedies for nonpayment of Rent notwithstanding, any installment of Rent that is not paid within five days of the date due is subject to a late charge equal to 5% of the amount due. Any installment of Rent not paid within fifteen days from the date due will accrue interest at eight (8%) percent per month until paid in full. These amounts are Additional Rent.

(f) Application and Terms. Payments received from Tenant will be applied by Landlord first, to any unpaid late charge; second, to accrued interest; third, to Additional Rent; and fourth, to Base Rent.

5. Tenant Improvements. Tenant shall complete at its sole cost and expense, all items required under the list of tenant improvements attached hereto as Exhibit C (the "Tenant Improvements"). The Tenant Improvements shall be completed by the deadlines outlined on the attached Exhibit C. In making the Tenant Improvements, the Tenant shall comply with all applicable requirements of this Lease, including, but not limited to, those outlined in Section 14 "Alterations" apply to the construction, installation, and completion of the Tenant Improvements.

6. General Statement on Costs. It is agreed that all costs of the Premises will be the responsibility of Tenant for the full Term, and that the parties have agreed upon the amount of Base Rent in light of this fact. Without limitation, Tenant will be solely responsible for all utilities as stated in Section 8, for all maintenance and repair as stated in Section 9, for all insurance costs as stated in Section 10, and for all taxes as stated in Section 11.

7. Option to Purchase.

(a) Grant of Option. Landlord hereby grants to Tenant the exclusive option (the "Option") to purchase the Premises upon the terms and conditions set forth in this section and in the Option to Purchase Agreement attached hereto as Exhibit B (the "Option Agreement").

(b) Condition Precedent. As a condition precedent to Tenant's right to exercise the Option, Tenant must have fully and satisfactorily completed, at its sole cost and expense, all items required under the list of tenant improvements attached hereto as Exhibit C (the "Tenant Improvements"). Completion shall be deemed to have occurred only when Landlord has provided written confirmation that all Tenant Improvements have been completed to Landlord's reasonable satisfaction and in compliance with this Lease.

(c) Terms of Purchase. The specific terms, conditions, and procedures governing the purchase of the Premises pursuant to the Option shall be as set forth in the Option Agreement. In the event of any conflict between this Lease and the Option Agreement, the Option Agreement shall control with respect to the purchase of the Premises only.

(d) Recording. Tenant may, at its sole cost and expense, record a memorandum or short form of the Option Agreement with the appropriate county recording office.

(e) Termination of Option. The Option shall automatically terminate and be of no further force or effect if: (i) Tenant fails to complete the Tenant Improvements as required herein; (ii) Tenant defaults under any term of this Lease and fails to cure within applicable cure periods; or (iii) Tenant fails to exercise the Option in accordance with the terms of the Option Agreement.

8. Obligation to Purchase. The Parties acknowledge that the Tenant would purchase the Premises but for its inability to procure property insurance on a commercially reasonable basis. On an annual basis, the Tenant shall contact no fewer than three (3) insurance companies to make a good faith effort to obtain property insurance on a commercially reasonable basis. "Commercially reasonable basis" as used in this section means an annual premium no greater than fifty percent (50%) of the annual

premium paid by the City for property insurance on the Premises. On the annual anniversary of the Commencement Date, the Tenant shall provide the Landlord with written evidence that it has attempted to obtain property insurance in compliance with this Section. If the Tenant is able to procure property insurance on a commercially reasonable basis, the Tenant shall be obligated to purchase the Premises from the Landlord. The purchase price shall be one dollar (\$1) and the closing shall occur within sixty (60) days. At the closing, the Landlord shall convey title by quit-claim deed with all closing costs and expenses allocated in the same manner as other commercial transactions in the region. If the Tenant fails to close on the purchase of the Premises under this Section 8, it shall be deemed a Default under this Lease.

9. Utilities and Other Premises Costs. Tenant shall be responsible for and pay any and all utilities and like expenses (including janitorial and rubbish and trash disposal) to be supplied to the Premises. This includes any work or repair required to service or distribution lines not paid for by the utility provider. Landlord will have no obligations or liability with respect to utilities whatsoever. Landlord reserves the right during the Term to grant easements for public utility purposes on, over, or below the Premises without any abatement in Rent, provided that said easements do not unreasonably interfere with the use of the Premises by Tenant or the operation of the business conducted by Tenant in the Premises.

10. Repair and Maintenance. Tenant, at its sole cost and expense, shall keep and maintain the Premises, including without limitation the building, structural components, roof, foundation, exterior walls, interior walls, floors, windows, doors, loading areas, mechanical systems (including HVAC), plumbing, electrical, lighting, fire protection and life safety systems, and all other improvements and appurtenances located on or serving the Premises, in good order, condition, and repair, whether ordinary or extraordinary, foreseen or unforeseen. Tenant shall make all necessary repairs, replacements, and restorations, whether structural or nonstructural, interior or exterior, and shall promptly perform all maintenance and preventive care necessary to maintain the Premises in a first-class condition consistent with comparable properties.

Landlord shall have no obligation to maintain, repair, or replace any portion of the Premises, or any equipment, systems, or facilities therein, and Tenant expressly waives any right to require Landlord to do so. Tenant shall promptly notify Landlord of any damage to the Premises and shall diligently complete all required repairs or replacements at Tenant's sole cost. All repairs and replacements shall be in quality and class equal to or better than the original work or installation and shall comply with all applicable laws, ordinances, codes, rules, and regulations.

11. Insurance. Tenant shall have in place and maintain the following insurance coverages for the entire Term:

(a) Property Insurance. The Landlord shall procure and maintain "all risk" property casualty insurance, in an amount not less than one hundred (100%) percent of the replacement cost of the Premises (including any and all buildings). Such policy will name the Landlord as the primary insured party and will name the Tenant as an additional insured only to the extent of its interest in the Premises. The proceeds of such insurance must be used for the repair or replacement of the Premises, except that if not so applied or if this Lease is terminated following a casualty, the proceeds will be paid to Landlord. Such property insurance will cover the building and improvements only, and Landlord will have no obligation to cover any personal property, automobiles, or other items of the Tenant stored on maintained on the Premises. The Tenant shall be responsible for all premiums, deductibles, or other costs associated with the property insurance and the same shall be payable as Additional Rent.

(b) Liability Insurance. Tenant must procure and maintain, at its sole expense, general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance must have a minimum coverage of Two Million and no/100 (\$2,000,000.00) Dollars per occurrence and be written to apply to all bodily injury, property damage, contractual liability under this Lease, and personal injury losses and must be endorsed to include Landlord and its agents, beneficiaries, partners, employees, and any deed of trust holder or mortgagee of Landlord or any ground lessor as additional insureds.

(c) Other. Tenant will maintain other all insurance coverages as required by law (worker's compensation for example, as applicable).

(d) Policy Requirements. All insurance required to be maintained by Tenant must be issued by insurance companies authorized to do insurance business in the state of Michigan and rated not less than A-VII in Best's Insurance Guide and a Standard and Poor's claims paying ability rating of not less than AA, reasonably acceptable to Landlord. A certificate of insurance (or, at Landlord's option, copies of the applicable policies) evidencing the insurance required under this section must be delivered to Landlord by the commencement of the Term. No such policy may be subject to cancellation or material modification without thirty (30) days prior written notice to Landlord and to any deed of trust holder, mortgagee or ground lessor designated by Landlord to Tenant. Tenant must furnish Landlord with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy. Tenant may provide the insurance required by this section pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and the Landlord as required by this Lease.

(e) Waiver of Recovery. Each party waives any right of recovery against the other for injury or loss covered by insurance, to the extent of the injury or loss covered by such insurance. Any insurance to be provided by Tenant under this Lease must contain a clause denying the insurer any right of subrogation against Landlord.

(f) Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this section, Tenant is liable to Landlord for any loss or cost resulting from such failure to so maintain. Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior written consent, which shall not be unreasonably withheld (so long as the coverage and payment ability is equal to or greater than that which would be obtained from an insurance company under this section).

12. Taxes. Tenant is solely responsible for and shall pay all taxes, assessments and other such governmental charges levied or assessed upon or against the Premises for the entire Term, prior to their due date and as and when due according to the invoice, levy, assessment or other applicable document. Tenant will also be solely responsible for all personal property taxes on any property about the Premises. Landlord will have no obligation to pay any taxes or assessments related to the Premises for the Term, all of which will be Tenant's responsibility. If Landlord is invoiced as the property owner by any governmental entity, Landlord will relay the invoice to Tenant for payment. Tenant will supply Landlord with proof of payment of all taxes within ten (10) days after demand.

13. Use. Tenant shall use and occupy the Premises solely for vehicle storage, service and sales. Any other use requires Landlord's prior written consent not to be unreasonably withheld.

14. Alterations. Tenant may make reasonable alterations, installations, additions or improvements (any are "Alterations") to the Premises with the Landlord's prior written consent, not to be unreasonably withheld. AI work must be completed with licensed contractors at Tenant's sole expense and in full compliance with all governmental authorities having jurisdiction thereof (permitting, etc.). All

Alterations (except trade fixtures) made or affixed to the Premises shall, unless Landlord elects otherwise in written notice to Tenant, become the property of Landlord and remain upon, and be surrendered with the Premises at the termination of this Lease. Landlord may also require that Alterations be removed by Tenant upon termination of this Lease (which Landlord will notify Tenant of at the time the Alterations are approved by Landlord), in which case Tenant will so remove the Alterations and restore the Premises to their pre-Alteration condition upon vacating the Premises. Tenant will provide Landlord with as-built plans and specifications for all material Alterations.

15. Liens. If any contractor's, material supplier's, or other lien or attachment is filed against the Premises for work claimed to have been done for or materials claimed to have been furnished to Tenant, it shall be discharged by Tenant within fifteen (15) days thereafter, at Tenant's sole cost. Tenant may notice within such fifteen (15) day period its intent to dispute the lien provided that (also within such fifteen (15) days) Tenant deposits with Landlord the sum which is in dispute (sufficient to pay and discharge the lien) along with a copy of the lien. If disputed, Tenant may thereafter dispute the lien during which time the Landlord will not pay the lien unless and until Tenant notices its approval to use the funds to pay the lien, provided that in all cases Landlord may pay the lien in the time necessary to avoid any negative action against the Premises (such as a forfeiture, levy, or other such action). If Tenant does not dispute the lien and Tenant fails to discharge such mechanic's lien or attachment within said fifteen (15) day period, Landlord may (but is not obligated to) pay and discharge the same on Tenant's behalf without inquiring into the validity of said lien or attachment.

16. Damage or Destruction. If the Premises shall be rendered untenable by fire or other casualty, then Landlord shall, to the extent of available insurance proceeds, use reasonable efforts to make the Premises tenantable as speedily as possible, and, during the period of untenability, the Base Rent shall be abated in whole or in part, according to the portion of the Premises which is rendered untenable, except that there shall be no abatement of Base Rent for any fire or other casualty which is caused by the negligent acts or omissions of Tenant or its agents, employees, invitees, licensees, contractors, or subcontractors and further, there shall be no abatement of Base Rent for the time required to replace or repair any of Tenant's property regardless of other circumstances. Tenant is solely responsible to repair and restore the damage to Tenant's trade fixtures, furniture, and furnishings. Subject to the rights of the holder of any mortgage of the Premises, the entire amount of any insurance proceeds resulting from such damage or destruction to the Premises must be paid to Landlord, except that Tenant may receive insurance proceeds for policies covering only Tenant's personal property which have not become fixtures. Notwithstanding the foregoing, if the Premises is substantially damaged and is rendered substantially untenable by fire or other cause, and the same is in the last two (2) years of the Term, then Landlord may, within thirty (30) days after such fire or other cause, terminate this Lease by giving Tenant five (5) days notice of such termination in writing and Tenant must vacate the Premises and surrender the same to Landlord prior to expiration of such five (5) day period.

17. Right of Landlord to Perform. All obligations of Tenant under this Lease must be performed by Tenant at Tenant's sole cost and expense. However, if Tenant fails to pay any sum of money (other than Rent) or fails to perform any other act required of it hereunder, Landlord may, but is not be obligated to, make any payment or perform any such other act on Tenant's behalf and at Tenant's cost. Any sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the rate of eight (8%) percent per month from the date of such payment, are payable to Landlord by Tenant as Additional Rent. The foregoing includes but is not limited to obtaining insurance, payment of any taxes, utilities, liens, etc.

18. Floor Load. Tenant may not place a load upon any floor of the Premises exceeding the floor load per square foot it was designed to carry and is permitted by law without Landlord's prior written approval.

19. Tenant's Property. Tenant will bring or keep property upon the Premises solely at its own risk, and Landlord is not liable for any damages or theft to Tenant's property. Any insurance carried on Tenant's personal property must be separately identifiable from and above and beyond that carried by Tenant under Section 10.

20. Laws and Requirements. Tenant shall, at its sole cost and expense, comply with all laws, orders, ordinances and regulations of federal, state and municipal authorities and with any direction made pursuant to law that shall impose any order or duty upon Landlord or Tenant with respect to Tenant's occupancy, the use or manner of use of the Premises, otherwise as to the Premises, or required by reason of Tenant's request, action, or a breach of any of Tenant's obligations hereunder.

21. Assignment and Subletting. Tenant will not sublease, assign or pledge all or any portion of the Premises or this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld (provided the substitute tenant is of equal or greater net worth as Tenant). Any act or attempted assignment in violation of the foregoing is void. No consent by Landlord to any sublease, assignment, or pledge relieves Tenant from obtaining Landlord's written consent to any further sublease, assignment, or pledge.

22. Default by Tenant. The following is a default of this Lease by Tenant: (i) failure to pay any Rent or any other payment required to be made by Tenant under this Lease as and when due and the continuation of such failure for seven (7) days after said due date; or (ii) the failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, if such failure continues for fifteen (15) days after written notice by Landlord to Tenant alleging such breach; (iii) failure to complete the Tenant Improvements; (iv) the making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition under any federal or state bankruptcy or insolvency laws (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days after filing), the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or Tenant's interest in this Lease or the Premises when possession is not restored to Tenant within thirty (30) days, or the attachment, execution or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises, if such seizure is not discharged within thirty (30) days; or (v) the abandonment of the Premises by Tenant, which shall be deemed to have occurred if Tenant ceases business operations at the Premises and fails to occupy or conduct business therein for a continuous period of twelve (12) months.

(a) Landlord's Rights upon Tenant Default. In the event of any default by Tenant as provided above, Landlord may terminate this Lease or Tenant's right to possession of the Premises without terminating this Lease.

i. Termination. If Landlord terminates this Lease, Landlord is entitled to receive from Tenant: (i) any unpaid Rent which has been earned at the time of such termination; plus (ii) the unpaid Rent earned after termination of the Lease until the time of judgment; plus (iii) the value at the time of award (computed by discounting such amounts at six [6%] percent per month) of the amount of the unpaid Rent for the balance of the Term; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's defaults under this Lease or which in the ordinary course of things would be likely to result from such default; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. Landlord will attempt to mitigate its damages by using commercially reasonable efforts to lease the Property.

ii. Continued Lease after Default. If Landlord does not elect to terminate this Lease as provided in subsection (a)(i) above, Landlord may from time to time, without

terminating this Lease, enforce all of its rights and remedies under this Lease. Without limiting the foregoing, Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due.

(b) Reletting. Upon a default, Landlord may but is not required to relet all or part of the Premises. In the event Landlord at its sole discretion elects to relet the Premises the proceeds of any reletting will be applied first to cover Landlord's reasonable costs and expenses of such reletting (including without limitation, reasonable costs and expenses of retaking or repossessing the Premises, removing persons and property, securing new tenants, including expenses for redecoration, alterations and other costs in connection with preparing the Premises for the new tenant, and Landlord's cost to maintain and operate the Premises) and receivers' fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and Landlord's interest under this Lease and any necessary or reasonable alterations; second, to the payment of any indebtedness of Tenant to Landlord other than Rent due and unpaid under this Lease; third, to the payment of Rent due and unpaid under this Lease; and the residue, if any, may be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant is not entitled to receive any portion of such residue.

(c) Remedies. None of the foregoing will be deemed to limit Landlord's remedies or options, or operate as a waiver of any rights to indemnification or other rights. All of Landlord's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress. In addition to the other remedies provided in this Lease, Landlord is entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the terms of this Lease.

23. Default by Landlord. Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure continues for a period of fifteen (15) days (or the additional time, if any, that is reasonably necessary promptly and diligently to cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice must give in reasonable detail the nature and extent of the failure and identify the Lease provision(s) containing the obligation(s). If Landlord defaults in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided in this subsection), Tenant may pursue any remedies available to it under law.

24. Abandonment. If Tenant abandons or vacates the Premises before the expiration of the Lease Term, such action shall constitute a default under this Lease. In the event of abandonment, Landlord may, at its option and without waiving any rights or remedies, enter and take possession of the Premises, relet the Premises on such terms as Landlord deems commercially reasonable, and recover from Tenant (i) all Rent and other sums due and payable under this Lease through the date of reletting, (ii) the costs of repossession, repair, and reletting (including, without limitation, brokerage commissions and reasonable attorneys' fees), and (iii) any deficiency between the Rent due under this Lease for the remainder of the Lease Term and the net amounts actually received by Landlord from reletting.

25. Tenant shall not be released from liability for Rent or other obligations under this Lease unless and until Landlord has executed a new lease for the Premises and the Lease Term has otherwise expired. Landlord shall have no obligation to mitigate damages beyond making commercially reasonable efforts to relet the Premises.

26. No Implied Waiver or Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due may be deemed to be other than on account of the earliest installment of such Rent due, nor may any endorsement or statement on any check or any letter accompanying any check or payment as

Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in the Lease provided. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee of Landlord does not operate as a termination of this Lease or a surrender of the Premises.

27. Surrender of Possession. Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant must remove all of its personal property from the Premises and surrender possession of the Premises to Landlord in good condition, reasonable wear and tear excepted. If Tenant fails to remove all of its personal property upon the expiration or termination of this Lease, Landlord may, following ten (10) days prior written notice, at its election in its discretion: (a) treat such failure or refusal as an offer by Tenant to transfer title to such personal property to Landlord, in which event title passes under this Lease as a bill of sale, or (b) treat such failure or refusal as conclusive evidence, on which Landlord may rely absolutely, that Tenant has forever abandoned such personal property. In either event, Landlord may, with or without accepting title to such personal property, keep or remove, store, destroy, discard, sell, or otherwise dispose of all or any part in any manner that Landlord chooses without incurring liability to Tenant or to any other person. Costs incurred by Landlord in dealing with abandoned property will be due as Additional Rent.

28. Holding Over. Tenant acknowledges that its holding over beyond the time of the termination or expiration of this Lease will cause Landlord additional expense. If Tenant remains in possession of the Premises after the termination or expiration of this Lease, Tenant acquires no rights with respect to the Premises. Tenant must, however, pay Landlord as liquidated damages for all periods of holdover one hundred fifty percent of the amount of Rent, both Base Rent and Additional Rent, which would have been due for a like period of occupancy during the Term. The provisions of this clause do not operate as an acceptance of the holdover by Tenant or a waiver by Landlord of any right it may otherwise enjoy. Additionally, Tenant will be responsible for any damages Landlord suffers by reason of Tenant's holding over (such as Landlord losing a new tenant or incurring expense with an incoming tenant due to such holdover).

29. Eminent Domain. If all or a material part of the Premises (such that Tenant can no longer reasonably operate at the Premises) is taken or condemned by any competent authority for any public use or purpose, Landlord may terminate this Lease as of the date of the actual taking, without apportionment to Tenant of any portion of the award or damages. Otherwise, this Lease remains in full force and effect without apportionment to Tenant of any portion of the award or damages, provided that the Base Rent will decrease proportionately based on the amount of square feet taken from the Premises as a result of such taking. In the event of a termination pursuant to this section, Base Rent will be apportioned to the date of such taking. If the leasehold interest vested in Tenant by this Lease is condemned or taken, Landlord's obligations under this Lease terminate as of the date of such condemnation or taking. Tenant may recover the value of its leasehold so long as it does not diminish Landlord's award.

30. Environmental Laws; Indemnification.

(a) Definitions.

i. "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any federal, state or local governmental authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Solid Waste Disposal Act; the Federal Water Pollution Control Act of 1972; the Emergency Planning and Community Right-To-Know Act of 1986; the Clean Air Act of 1966; the



Occupational Safety and Health Act of 1970; the Safe Drinking Water Act of 1974; all amendments to any of the foregoing; any similar laws enacted by the state of Michigan (including without limitation the Natural Resources and Environmental Protection Act of the state of Michigan and all related laws and regulations), as amended.

ii. “Hazardous Materials” means any materials, substances, chemicals, or wastes, including, without limitation, petroleum (including crude oil or any fraction thereof), polychlorinated biphenyls, radioactive materials, and asbestos-containing materials, which are regulated under or pursuant to Environmental Laws.

iii. “Handle” (and all other variations of this word) means any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

iv. “Responsible Party” means Tenant, and any party acting for or through Tenant, including its subtenants and its assignees, and their respective contractors, clients, officers, directors, employees, agents, licensees, and invitees, or any of them, as the case may be.

(b) Tenant shall be solely responsible for all Hazardous Materials on or about the Premises arising from Tenant’s acts or operations. During the Term, no Hazardous Materials may be Handled on or about the Premises, except for normal quantities of materials customarily used in the ordinary course of business operations. Any Hazardous Materials that exist on the Premises, are Handled on or about the Premises, or are present as a result of the acts or omissions of a Responsible Party, shall be referred to as “Tenant’s Hazardous Materials.” Tenant’s Hazardous Materials must be Handled at all times in full compliance with all applicable Environmental Laws. Upon execution of this Lease, Tenant, at its sole cost and expense, shall obtain and complete a Phase I Environmental Site Assessment and, if recommended by the Phase I, a Phase II Environmental Site Assessment, as well as a Baseline Environmental Assessment (BEA) in accordance with applicable Michigan law. Tenant shall promptly provide Landlord with complete copies of all such reports and assessments upon completion.

(c) In addition to the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant must at its sole cost and effort promptly take all actions required by any federal, state or local governmental agency or political subdivision, or necessary for Landlord to make full economic use of any portion of the Premises, which requirements or necessity arises from Tenant’s Hazardous Materials upon or about any portion of the Premises. Such actions include, but are not limited to, the investigation of the environmental condition of any portion of the Premises, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Tenant must take all actions necessary to restore any portion of the Premises to the condition existing prior to the introduction of Tenant’s Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. Tenant must nevertheless obtain Landlord’s written approval prior to undertaking any actions required by this section, which approval may not be unreasonably withheld so long as such actions would not potentially have a material adverse long term or short term effect on any portion of the Premises.

(d) Tenant agrees to execute affidavits containing representations from time to time at Landlord’s request conveying Tenant’s best knowledge and belief regarding the presence of Hazardous Materials in or at the Premises.



31. Indemnification. Tenant shall protect, indemnify, hold harmless and defend Landlord, and its elected officials, directors, officers, agents and employees, successors and assigns, from and against:

(a) any and all losses, costs, damages, liability or expense as incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the use or occupancy of the Premises by Tenant or the acts or omissions of Tenant or its agents, employees, contractors, clients, invitees or subtenants except to the extent caused by the negligence of Landlord. Such loss or damage includes, but is not limited to, any injury or damage to, or death of, Landlord's employees or agents or damage to the Premises;

(b) any breach of this Lease by Tenant; and

(c) all environmental damages which arise from Tenant's Hazardous Materials, as defined in Section 29. The term "environmental damages" includes (i) all related claims, judgments, damages, penalties, fines, costs, liabilities, and losses; (ii) all sums paid for settlement of claims, fines, penalties, attorneys' fees, consultants' fees and experts' fees; and (iii) all costs incurred by Landlord in connection with investigation, testing, or remediation relating to Tenant's Hazardous Materials (including any requested by any governmental agency or lender) whether or not required by Environmental Laws, necessary for Landlord to make full economic use of the Premises, or otherwise required under this Lease. To the extent that Landlord is strictly liable under any Environmental Laws, Tenant's obligation to Landlord and the other indemnitees under the foregoing indemnification is likewise without regard to fault on Tenant's part with respect to the violation of any Environmental Law which results in liability to the indemnitee. Tenant's obligations and liabilities pursuant to this section survive the expiration or earlier termination of this Lease.

32. Access to Premises. Landlord may enter upon the Premises for the purpose of inspecting them, preventing waste, loss or destruction, or enforcing any of its rights or powers under this Lease. Whenever possible, Landlord must give notice (oral or written) at least twenty-four (24) hours prior to entry. Landlord is neither liable nor responsible for any loss to Tenant or Tenant's business that may occur by reason of such entry. Throughout the Term, Landlord may enter the Premises at reasonable hours for the purpose of showing them to prospective mortgagees and tenants. Landlord may also during the final Lease Year place upon the Premises the usual notices of "For Sale" "To Let" and "For Rent," which notices Tenant must permit to remain thereon. In the case of an emergency, if Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same by master key or, if necessary to the protection of life or property, forcibly. In no event are Tenant's obligations under this Lease affected by any such entry.

33. Subordination; Attornment; Estoppel Certificate. This Lease is subject and subordinate to the interests of the holders of any notes secured by mortgages on the Premises, now or in the future, and to all ground or underlying leases and to all renewals, modifications, consolidations, replacements and extensions thereof provided that Tenant's quiet enjoyment hereunder will not be disturbed so long as Tenant is not in default beyond any applicable cure period. Upon request of the holder of any note secured by a mortgage on the Premises, Tenant must provide written confirmation that no action taken by such holder to enforce said mortgage terminates this Lease or invalidates or constitutes a breach of any of its provisions, and Tenant must attorn to such mortgagee, or to any purchaser of the Premises at any foreclosure sale, or sale in lieu of foreclosure, for the balance of the Term on all the terms and conditions contained in this Lease, provided that any such mortgagee provides to Tenant a non-disturbance

agreement in standard form. While the provisions of this section are self-executing, Tenant and all persons affected thereby must execute such documents necessary to affirm or give notice of such subordination and attornment. Further, Tenant must within ten (10) business days of Landlord's request deliver to Landlord, or anyone designated by Landlord, a certificate stating and certifying as of its date (i) the date to which Rent and other charges under this Lease have been paid, (ii) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of this Lease on the part of Tenant to be performed or complied with (and, if so, specifying the same), and (iii) if such be true, that this Lease is unmodified and in full force and effect and Landlord is not in default under any provision of this Lease. Landlord will, at Tenant's request, certify to Tenant's lender that it has no interest in Tenant's personal property and will permit Tenant's lender to occupy the Premises at the then-current rental rate following Tenant's default for a reasonable period for the purpose of removing or selling Tenant's personal property from the Premises.

34. Subordination of Leasehold Mortgage. Tenant shall have the right, subject to Landlord's prior written consent, to encumber its leasehold interest under this Lease with a leasehold mortgage, deed of trust, or similar security instrument in favor of a bona fide lender ("Leasehold Mortgage"). Notwithstanding the foregoing, any such Leasehold Mortgage shall be expressly subordinate and subject in all respects to the terms and conditions of this Lease and to the rights of Landlord hereunder, including, without limitation, the right to terminate this Lease as provided herein.

35. Personal Guarantee. As a condition to the effectiveness of this Lease, the Tenant shall cause \_\_\_\_\_ to execute and deliver to Landlord, simultaneously with the execute of this Lease, a person guarantee in the form attached hereto as Exhibit D (the "Guarantee"). Failure of Tenant to deliver the executed Guarantee shall constitute a default under this Lease. The Guarantee shall remain in full force and effect for the entire Term of the Lease, including any renewals, extensions, or amendments thereto, unless expressly released in writing by Landlord.

36. Miscellaneous.

(a) No Broker. Each party represents to the other that no salesperson, agent, broker or other third party was involved in this Lease to whom either party could incur liability for a commission or other compensation. Each party agrees to indemnify the other party and hold the other party harmless against any breach of the indemnifying party's representations in this section.

(b) Notices. Any notice under this Lease must be in writing sent by personal delivery, certified or registered mail or overnight courier service to the party at its address as set forth in the first paragraph of this Lease. Any such notice is deemed effective when delivered personally, on the date of delivery if mailed by overnight courier or certified or registered mail, and on the second business day following the date of mailing by standard post. Either party may change its address for notices by giving written notice of such change from time to time. Notice may also be given by email, provided that the email is only effective when acknowledged by the recipient.

(c) No Waiver. The failure of either party to enforce any covenant or condition of this Lease is not a waiver of such covenant or condition or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease may be deemed to have been waived unless such waiver is in writing and signed by the person against whom the waiver is claimed. All rights and remedies of Landlord under this Lease are cumulative, and none exclude any other rights or remedies allowed by law.

(d) Successors and Assigns. The covenants, conditions, and agreements contained in this Lease bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

(e) Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises during the Term.

(f) Entire Agreement; Amendment. This Lease represents the entire agreement between the parties. It may not be amended, altered or modified unless in a writing signed by both parties (without limitation, no oral modifications are permitted or will be binding upon the Landlord).

(g) Choice of Law; Severability. This Lease is governed by and will be construed in accordance with the laws of the State of Michigan. The invalidation of one or more terms of this Lease does not affect the validity of the remaining terms.

(h) Expenses of Enforcement. If Landlord, in connection with any default by Tenant, makes any expenditure or incurs any obligations for the payment of money, including, but not limited to, reasonable attorneys' fees and costs incurred in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred, together with interest, are deemed to be Additional Rent and must be paid by Tenant to Landlord. Further, if either party brings any claim or action against the other for a default of this Lease, and is successful in such action or claim, the losing party will pay the costs and attorneys fees incurred by the winning party in bringing and prosecuting such claim or action, and otherwise enforcing this Lease.

(i) Financial Statements. Tenant will provide its financial statements (whatever the Tenant produces for its accounting, bookkeeping, and tax needs) to Landlord upon request.

(j) Third Parties. There are no third-party beneficiaries to this Lease.

(k) Time of Essence. Time is of the essence with respect to this Lease.

(l) Unpaid Rent. Tenant's obligation to pay Rent and all other charges due hereunder that have accrued but are unpaid survives the expiration or termination of the Lease.

*Intentionally left blank; signatures on the following page.*

DRAFT

IN WITNESS WHEREOF, Landlord and Tenant have caused their respective representatives to execute this Lease as of the date first set forth above.

“TENANT”:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

“LANDLORD”:

CITY OF PLAINWELL, a Michigan municipal  
corporation:

By: Brad Keeler  
Its: Mayor

By: JoAnn Leonard  
Its: City Clerk

EXHIBIT A  
Legal Description

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EXHIBIT B  
Option to Purchase Real Estate Agreement

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EXHIBIT C  
Tenant Improvements

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## EXHIBIT D

### Personal Guarantee

#### **Personal Guarantee of Lease**

For good and valuable consideration, including the execution of that certain Lease dated \_\_\_\_\_, 20 (the "Lease"), by and between [Landlord Name] ("Landlord") and [Tenant Name] ("Tenant"), the undersigned [Guarantor Name] ("Guarantor"), hereby absolutely, unconditionally, and irrevocably guarantees to Landlord the full and prompt payment of all rent and other sums due under the Lease, and the full and faithful performance of all covenants, conditions, and obligations of Tenant under the Lease, as such Lease may be amended, extended, or renewed from time to time.

This Personal Guarantee of Lease (the "Guarantee") is attached to and made part of that certain Lease Agreement dated \_\_\_\_\_, 20 (the "Lease"), CITY OF PLAINWELL, a Michigan municipal corporation, whose address is 211 North Main Street, Plainwell, Michigan 49080 and \_\_\_\_\_. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.

#### 1. Nature of Guarantee

This is a continuing guarantee of payment and performance, not merely of collection. Landlord shall not be required to exhaust remedies against Tenant or pursue any security or collateral prior to enforcing this Guarantee against Guarantor.

#### 2. Waivers

Guarantor expressly waives notice of acceptance of this Guarantee, notice of default by Tenant, demand for payment, and all defenses based on suretyship or impairment of collateral.

#### 3. Scope

This Guarantee shall remain in full force and effect for the entire term of the Lease (including renewals and extensions) unless expressly released in writing by Landlord. This Guarantee shall bind Guarantor's heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of Landlord and its successors and assigns.

#### 4. Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Guarantor has executed this Personal Guarantee as of the \_\_\_\_ day of \_\_\_\_\_, 20.

Guarantor: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

DRAFT

### **OPTION TO PURCHASE REAL ESTATE**

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement Date") between the CITY OF PLAINWELL, a Michigan municipal corporation, whose address is 211 North Main Street, Plainwell, Michigan 49080 (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ whose address is \_\_\_\_\_ (the "Optionee") (the City and Optionee are collectively called the "Parties").

#### **RECITALS :**

A. The City is the owner of certain real property located in the City of Plainwell, Allegan County, Michigan, commonly known as \_\_\_\_\_, and more particularly described on the attached Exhibit A (the "Property").

B. Optionee executed a Lease Agreement with the City for the Property on \_\_\_\_\_, 20\_\_\_\_.

C. Pursuant the terms of the Lease Agreement, the Optionee has been granted the exclusive option to purchase the Property upon fully and satisfactorily completing, at its sole cost and expense, all items required under the punch list attached hereto as Exhibit B (the "Punch List").

D. The completion shall be deemed to have occurred only when the City, as Landlord, has provided written confirmation that all Punch List items have been completed to its reasonable satisfaction.

E. In consideration of the Optionee's satisfactory completion of the Punch List, the Parties desire to enter into this Agreement, setting forth the terms of Optionee's exclusive option to purchase the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow.

#### **AGREEMENT :**

1. Grant of Option. The City hereby grants to Optionee the exclusive option to purchase the Property (the "Option") in accordance with the terms of this Agreement.

2. Option Period. The Option shall remain in effect for a period of five (5) years following the City's written confirmation of completion of the Punch List (the "Option Period"). Optionee may extend

the Option Period one (1) time for an additional one (1) year by providing written notice to the City prior to the expiration of the then-current Option Period.

3. Exercise. The Parties acknowledge that the specific terms of sale of the Property, including but not limited to the purchase price, have not yet been determined. The exercise of the Option and the execution of a binding purchase agreement are contingent upon: (i) successful completion of the Punch List, and (ii) the negotiation and mutual agreement of all material terms of sale.

4. City's Obligations. During the Option Period, City agrees as follows:

(a) City shall not sell the Property or engage in any marketing efforts to sell the Property, nor engage the efforts of a third-party, including but not limited to a real estate agent or broker, for the purpose of marketing or selling the Property.

(b) City shall not enter into any other Option Agreement or other contractual arrangement for the future sale of the Property with any other party.

(c) City shall permit Optionee, and its agents, access to the Property for all purposes necessary for Optionee to determine whether to exercise its Option.

(d) City shall, within thirty (30) days of the Optionee providing notice of its exercise, order a title commitment for the Property and, upon receipt, deliver a copy of said title commitment to Optionee.

5. Optionee's Obligations. During the Option Period, Optionee agrees as follows:

(a) Optionee shall exercise due diligence in gathering information regarding the Property that Optionee deems necessary, in its sole discretion, in making its decision whether to exercise its Option.

(b) Optionee, at its sole cost and expense, may engage any professional deemed necessary by Optionee, including but not limited to a civil engineer and surveyor, to complete and reports, surveys, and studies.

(c) Upon request, Optionee will share with City the results of the investigations, reports, surveys, and maps including all environmental studies of the Property provided by its agents. Optionee makes no representations whatsoever regarding the accuracy of the information contained therein. Optionee shall have no liability whatsoever with regard to the accuracy of the information provided by its agents regarding the Property and to the extent City relies on said information, City acknowledges that it does so at its own risk.

6. General Provisions.

(a) Entire Agreement. This Agreement and the exhibits and documents referenced herein contain the complete understanding of the parties with respect to their subject matter and all other agreements and discussions are merged herein.

(b) Risk of Loss. The risk of loss concerning the Property will be with City.

(c) Time of Essence. It is understood and agreed that time is deemed of the essence of this Agreement.

(d) Amendments. No variation, modification, or alteration of this Agreement shall be binding or effective unless in writing and signed by both parties. There will be no oral modification of this Agreement.

(e) Counterparts and Delivery. This Agreement may be executed in counterparts and delivered by any reasonable means (including email); each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

(f) Governing Law. This Agreement will be governed by and construed in accordance with Michigan law and Allegan County, Michigan shall have exclusive jurisdiction and venue over any and all disputes arising therefrom.

(g) Binding Effect. All of the terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

(h) Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged and agreed that this Agreement shall be interpreted in light of the probable intent of the parties.

(i) Severability: The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, City and Optionee have caused their respective representatives to execute this Agreement as of the date first set forth above.

CITY OF PLAINWELL, a Michigan municipal corporation:

\_\_\_\_\_  
By: Brad Keeler  
Its: Mayor

\_\_\_\_\_  
By: JoAnn Leonard  
Its: City Clerk

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Keeler, the Mayor of the City of Plainwell, and by JoAnn Leonard, the City Clerk of the City of Plainwell who is personally known to me or who have produced their driver's license as identification.

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

OPTIONEE

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_  
of \_\_\_\_\_, who is personally known to me or who have  
produced their driver's license as identification.

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

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

EXHIBIT A  
Property Legal Description

EXHIBIT B  
Punch List



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REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL  
PERIOD ENDING 09/30/2025  
% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND						
Revenues						
D01	D01 - Taxes	36,248.00	21,725.69	0.00	14,522.31	59.94
D08	D08 - Interest and rentals	0.00	50.26	6.64	(50.26)	100.00
F40.05	F40.05 - Other financing, Transfer In	110,000.00	27,500.01	9,166.67	82,499.99	25.00
TOTAL REVENUES		146,248.00	49,275.96	9,173.31	96,972.04	33.69
Expenditures						
443	PUBLIC WORKS	129,280.00	39,805.99	22,322.69	89,474.01	30.79
905	DEBT SERVICE	16,624.00	4,156.17	1,385.39	12,467.83	25.00
TOTAL EXPENDITURES		145,904.00	43,962.16	23,708.08	101,941.84	30.13
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		146,248.00	49,275.96	9,173.31	96,972.04	33.69
TOTAL EXPENDITURES		145,904.00	43,962.16	23,708.08	101,941.84	30.13
NET OF REVENUES & EXPENDITURES		344.00	5,313.80	(14,534.77)	(4,969.80)	1,544.71

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL  
PERIOD ENDING 09/30/2025  
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\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND						
Revenues						
D01	D01 - Taxes	33,734.00	30,287.45	0.00	3,446.55	89.78
D08	D08 - Interest and rentals	5,000.00	3,150.76	1,022.62	1,849.24	63.02
D04	D04 - State grants	88,515.00	0.00	0.00	88,515.00	0.00
TOTAL REVENUES		127,249.00	33,438.21	1,022.62	93,810.79	26.28
Expenditures						
443	PUBLIC WORKS	54,533.00	7,756.26	2,058.91	46,776.74	14.22
TOTAL EXPENDITURES		54,533.00	7,756.26	2,058.91	46,776.74	14.22
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND:						
TOTAL REVENUES		127,249.00	33,438.21	1,022.62	93,810.79	26.28
TOTAL EXPENDITURES		54,533.00	7,756.26	2,058.91	46,776.74	14.22
NET OF REVENUES & EXPENDITURES		72,716.00	25,681.95	(1,036.29)	47,034.05	35.32

## REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 09/30/2025

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Revenues						
D01	D01 - Taxes	95,893.00	86,022.63	0.00	9,870.37	89.71
D08	D08 - Interest and rentals	2,000.00	1,861.04	614.53	138.96	93.05
D04	D04 - State grants	7,575.00	0.00	0.00	7,575.00	0.00
D06	D06 - Charges for services	7,375.00	2,506.16	1,248.19	4,868.84	33.98
TOTAL REVENUES		112,843.00	90,389.83	1,862.72	22,453.17	80.10
Expenditures						
443	PUBLIC WORKS	62,584.00	4,918.05	1,684.10	57,665.95	7.86
775	SPECIAL EVENTS	10,750.00	282.13	139.98	10,467.87	2.62
900	CAPITAL OUTLAY	55,390.00	0.00	0.00	55,390.00	0.00
TOTAL EXPENDITURES		128,724.00	5,200.18	1,824.08	123,523.82	4.04
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		112,843.00	90,389.83	1,862.72	22,453.17	80.10
TOTAL EXPENDITURES		128,724.00	5,200.18	1,824.08	123,523.82	4.04
NET OF REVENUES & EXPENDITURES		(15,881.00)	85,189.65	38.64	(101,070.65)	536.42
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		386,340.00	173,104.00	12,058.65	213,236.00	44.81
TOTAL EXPENDITURES - ALL FUNDS		329,161.00	56,918.60	27,591.07	272,242.40	17.29
NET OF REVENUES & EXPENDITURES		57,179.00	116,185.40	(15,532.42)	(59,006.40)	203.20

PERIOD ENDING 09/30/2025

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GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2025 (ABNORMAL)	MONTH 09/30/2025 INCREASE (DECREASE)	BALANCE (ABNORMAL)	
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND						
Revenues						
243-000-404.040	Captured Tax Real - BR - City Tax	6,864.00	6,863.91	0.00	0.09	100.00
243-000-404.041	Captured Tax Real - BR - Library	1,201.00	822.27	0.00	378.73	68.47
243-000-404.042	Captured Tax Real - BR - Capital Impr	573.00	573.21	0.00	(0.21)	100.04
243-000-404.043	Captured Tax Real - BR - Fire Reserve	573.00	573.21	0.00	(0.21)	100.04
243-000-404.044	Captured Tax Real - BR - Solid Waste	745.00	745.17	0.00	(0.17)	100.02
243-000-404.047	Captured Tax Real - DDA - School	13,757.00	4,677.12	0.00	9,079.88	34.00
243-000-404.048	Captured Tax Real - BR - County Taxes	4,007.00	2,958.90	0.00	1,048.10	73.84
243-000-413.060	Captured Tax Pers - City Tax	2,470.00	2,470.29	0.00	(0.29)	100.01
243-000-413.061	Captured Tax Pers - Library	432.00	295.93	0.00	136.07	68.50
243-000-413.062	Captured Tax Pers - Capital Improvement	206.00	206.30	0.00	(0.30)	100.15
243-000-413.063	Captured Tax Pers - Fire Reserve	206.00	206.30	0.00	(0.30)	100.15
243-000-413.064	Captured Tax Pers - Solid Waste	268.00	268.19	0.00	(0.19)	100.07
243-000-413.065	Captured Tax Pers - County Taxes	4,946.00	1,064.89	0.00	3,881.11	21.53
243-000-665.000	Interest Earnings - Investments	0.00	50.26	6.64	(50.26)	100.00
243-000-699.101	Interfund Transfer In - General Fund	30,000.00	7,500.00	2,500.00	22,500.00	25.00
243-000-699.401	Interfund Transfer In - Cap Improvement	80,000.00	20,000.01	6,666.67	59,999.99	25.00
TOTAL REVENUES		146,248.00	49,275.96	9,173.31	96,972.04	33.69
Expenditures						
243-443-703.000	Salaries/Wages - Full Time Employees	49,039.00	8,151.00	2,695.13	40,888.00	16.62
243-443-704.001	Wages - Part Time Employees	2,755.00	4,263.31	1,725.02	(1,508.31)	154.75
243-443-704.005	Wages - Part Time Seasonal Employees	0.00	136.00	48.00	(136.00)	100.00
243-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	4,026.00	978.42	351.84	3,047.58	24.30
243-443-712.001	Cash in Lieu of Benefits - Insurance Buy	1,680.00	297.58	148.79	1,382.42	17.71
243-443-716.000	Retirement - Defined Contribution 401a	3,851.00	801.22	262.06	3,049.78	20.81
243-443-718.001	Health Insurance Premiums - Current EE	2,657.00	164.17	49.19	2,492.83	6.18
243-443-718.013	Health Insurance - HSA - Employer Paid	738.00	48.77	15.22	689.23	6.61
243-443-723.001	Retiree Health Care - OPEB	31.00	9.69	3.23	21.31	31.26
243-443-725.001	Fringe Benefit - Life Insurance	46.00	10.90	3.67	35.10	23.70
243-443-725.010	Workers Comp Insurance	175.00	255.38	0.00	(80.38)	145.93
243-443-767.000	Clothing - Uniforms - contract provided	99.00	0.00	0.00	99.00	0.00
243-443-775.000	Supplies - Repairs and Maintenance	2,000.00	75.70	0.00	1,924.30	3.79
243-443-801.013	Professional Services - Attorney	10,000.00	0.00	0.00	10,000.00	0.00
243-443-801.030	Professional Services - Auditor	425.00	0.00	0.00	425.00	0.00
243-443-830.000	Contractual Reimbursement CRA Activities	27,186.00	16,294.27	16,294.27	10,891.73	59.94
243-443-931.000	Equipment Repair & Maintenance	15,000.00	0.00	0.00	15,000.00	0.00
243-443-935.001	Property Liability Insurance	3,972.00	4,575.30	(303.86)	(603.30)	115.19
243-443-940.000	Rentals - Equipment	5,600.00	3,744.28	1,030.13	1,855.72	66.86
243-905-991.001	Debt Service - Principal -Interfund Loan	15,848.00	3,962.07	1,320.69	11,885.93	25.00
243-905-993.001	Debt Service - Interest - Interfund Loan	776.00	194.10	64.70	581.90	25.01
TOTAL EXPENDITURES		145,904.00	43,962.16	23,708.08	101,941.84	30.13
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		146,248.00	49,275.96	9,173.31	96,972.04	33.69
TOTAL EXPENDITURES		145,904.00	43,962.16	23,708.08	101,941.84	30.13
NET OF REVENUES & EXPENDITURES		344.00	5,313.80	(14,534.77)	(4,969.80)	1,544.71

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL  
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\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2025 (ABNORMAL)	MONTH 09/30/2025 (INCREASE (DECREASE))	BALANCE (ABNORMAL)	
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND						
Revenues						
247-000-404.040	Captured Tax Real - BR - City Tax	16,584.00	16,583.49	0.00	0.51	100.00
247-000-404.041	Captured Tax Real - BR - Library	2,902.00	1,986.17	0.00	915.83	68.44
247-000-404.042	Captured Tax Real - BR - Capital Impr	1,385.00	1,384.64	0.00	0.36	99.97
247-000-404.043	Captured Tax Real - BR - Fire Reserve	1,385.00	1,384.64	0.00	0.36	99.97
247-000-404.044	Captured Tax Real - BR - Solid Waste	1,800.00	1,800.00	0.00	0.00	100.00
247-000-404.048	Captured Tax Real - BR - County Taxes	9,678.00	7,148.51	0.00	2,529.49	73.86
247-000-583.000	Local Grants	88,515.00	0.00	0.00	88,515.00	0.00
247-000-665.000	Interest Earnings - Investments	5,000.00	3,150.76	1,022.62	1,849.24	63.02
TOTAL REVENUES		127,249.00	33,438.21	1,022.62	93,810.79	26.28
Expenditures						
247-443-703.000	Salaries/Wages - Full Time Employees	36,287.00	4,314.01	1,484.12	31,972.99	11.89
247-443-704.001	Wages - Part Time Employees	200.00	46.43	16.20	153.57	23.22
247-443-704.005	Wages - Part Time Seasonal Employees	0.00	245.24	16.00	(245.24)	100.00
247-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	2,805.00	367.71	123.72	2,437.29	13.11
247-443-712.001	Cash in Lieu of Benefits - Insurance Buy	1,155.00	222.53	111.28	932.47	19.27
247-443-716.000	Retirement - Defined Contribution 401a	1,979.00	423.75	144.59	1,555.25	21.41
247-443-718.001	Health Insurance Premiums - Current EE	3,184.00	53.28	22.46	3,130.72	1.67
247-443-718.013	Health Insurance - HSA - Employer Paid	744.00	11.47	5.74	732.53	1.54
247-443-723.001	Retiree Health Care - OPEB	0.00	0.69	0.23	(0.69)	100.00
247-443-725.001	Fringe Benefit - Life Insurance	22.00	5.47	1.82	16.53	24.86
247-443-725.010	Workers Comp Insurance	172.00	194.55	0.00	(22.55)	113.11
247-443-801.030	Professional Services - Auditor	100.00	0.00	0.00	100.00	0.00
247-443-930.001	Land & Building Repairs/Maintenance	5,000.00	0.00	0.00	5,000.00	0.00
247-443-935.001	Property Liability Insurance	485.00	535.51	0.00	(50.51)	110.41
247-443-940.000	Rentals - Equipment	2,400.00	1,335.62	132.75	1,064.38	55.65
TOTAL EXPENDITURES		54,533.00	7,756.26	2,058.91	46,776.74	14.22
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND:						
TOTAL REVENUES		127,249.00	33,438.21	1,022.62	93,810.79	26.28
TOTAL EXPENDITURES		54,533.00	7,756.26	2,058.91	46,776.74	14.22
NET OF REVENUES & EXPENDITURES		72,716.00	25,681.95	(1,036.29)	47,034.05	35.32

## REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 09/30/2025

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		2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2025 (ABNORMAL)	MONTH 09/30/2025 INCREASE (DECREASE)	BALANCE (ABNORMAL)	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Revenues						
248-000-404.030	Captured Tax Real - DDA - City Tax	45,558.00	45,517.59	0.00	40.41	99.91
248-000-404.031	Captured Tax Real - DDA - Library	7,973.00	5,452.49	0.00	2,520.51	68.39
248-000-404.032	Captured Tax Real - DDA - Capital Impr	3,804.00	3,800.97	0.00	3.03	99.92
248-000-404.033	Captured Tax Real - DDA - Fire Reserve	3,804.00	3,800.97	0.00	3.03	99.92
248-000-404.034	Captured Tax Real - DDA - Solid Waste	4,945.00	4,941.27	0.00	3.73	99.92
248-000-404.045	Captured Tax Real - DDA - County Taxes	26,592.00	19,621.50	0.00	6,970.50	73.79
248-000-413.060	Captured Tax Pers - City Tax	1,581.00	1,581.16	0.00	(0.16)	100.01
248-000-413.061	Captured Tax Pers - Library	277.00	189.36	0.00	87.64	68.36
248-000-413.062	Captured Tax Pers - Capital Improvement	132.00	132.05	0.00	(0.05)	100.04
248-000-413.063	Captured Tax Pers - Fire Reserve	132.00	132.05	0.00	(0.05)	100.04
248-000-413.064	Captured Tax Pers - Solid Waste	172.00	171.66	0.00	0.34	99.80
248-000-413.065	Captured Tax Pers - County Taxes	923.00	681.56	0.00	241.44	73.84
248-000-583.000	Local Grants	7,575.00	0.00	0.00	7,575.00	0.00
248-000-642.001	Sales of Merchandise - DDA	0.00	14.72	0.00	(14.72)	100.00
248-000-654.001	Charges for Service - Farmers Market Fee	5,100.00	1,491.44	248.19	3,608.56	29.24
248-000-654.102	Special Event Revenues - DDA	2,275.00	1,000.00	1,000.00	1,275.00	43.96
248-000-665.000	Interest Earnings - Investments	2,000.00	1,861.04	614.53	138.96	93.05
TOTAL REVENUES		112,843.00	90,389.83	1,862.72	22,453.17	80.10
Expenditures						
248-443-703.000	Salaries/Wages - Full Time Employees	36,290.00	2,582.38	884.54	33,707.62	7.12
248-443-704.001	Wages - Part Time Employees	400.00	92.85	32.40	307.15	23.21
248-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	2,799.00	203.64	69.73	2,595.36	7.28
248-443-712.001	Cash in Lieu of Benefits - Insurance Buy	660.00	0.00	0.00	660.00	0.00
248-443-713.001	Overtime Pay	518.00	0.00	0.00	518.00	0.00
248-443-716.000	Retirement - Defined Contribution 401a	1,480.00	255.22	86.02	1,224.78	17.24
248-443-718.001	Health Insurance Premiums - Current EE	4,143.00	28.67	10.36	4,114.33	0.69
248-443-718.013	Health Insurance - HSA - Employer Paid	960.00	10.67	3.99	949.33	1.11
248-443-723.001	Retiree Health Care - OPEB	36.00	2.91	0.97	33.09	8.08
248-443-725.001	Fringe Benefit - Life Insurance	18.00	4.17	1.29	13.83	23.17
248-443-725.010	Workers Comp Insurance	93.00	79.74	0.00	13.26	85.74
248-443-767.000	Clothing - Uniforms - contract provided	57.00	0.00	0.00	57.00	0.00
248-443-774.000	Supplies - Planting	2,700.00	0.00	0.00	2,700.00	0.00
248-443-775.000	Supplies - Repairs and Maintenance	4,100.00	0.00	0.00	4,100.00	0.00
248-443-801.030	Professional Services - Auditor	100.00	0.00	0.00	100.00	0.00
248-443-851.000	Postage	100.00	70.30	70.30	29.70	70.30
248-443-900.000	Printing and Publishing	3,500.00	0.00	0.00	3,500.00	0.00
248-443-920.000	Utilities - Electric	1,000.00	0.00	0.00	1,000.00	0.00
248-443-930.001	Land & Building Repairs/Maintenance	2,000.00	524.50	0.00	1,475.50	26.23
248-443-931.000	Equipment Repair & Maintenance	0.00	524.50	524.50	(524.50)	100.00
248-443-935.001	Property Liability Insurance	480.00	538.50	0.00	(58.50)	112.19
248-443-948.000	Computer Services	50.00	0.00	0.00	50.00	0.00
248-443-955.000	Miscellaneous Expense	200.00	0.00	0.00	200.00	0.00
248-443-960.000	Education & Training - Professional	200.00	0.00	0.00	200.00	0.00
248-443-962.000	Memberships & Dues	700.00	0.00	0.00	700.00	0.00
248-775-880.021	Community Promotion - Special Events	7,650.00	0.00	0.00	7,650.00	0.00
248-775-881.022	Farmers Market Costs - DDA	3,100.00	282.13	139.98	2,817.87	9.10
248-900-971.000	Capital Purchase	50,000.00	0.00	0.00	50,000.00	0.00
248-900-972.000	Capital Outlay - Contracted Services	5,390.00	0.00	0.00	5,390.00	0.00
TOTAL EXPENDITURES		128,724.00	5,200.18	1,824.08	123,523.82	4.04

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

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	09/30/2025 (ABNORMAL)	MONTH 09/30/2025 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND								
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:								
TOTAL REVENUES		112,843.00	90,389.83	1,862.72	22,453.17	80.10		
TOTAL EXPENDITURES		128,724.00	5,200.18	1,824.08	123,523.82	4.04		
NET OF REVENUES & EXPENDITURES		(15,881.00)	85,189.65	38.64	(101,070.65)	536.42		
TOTAL REVENUES - ALL FUNDS		386,340.00	173,104.00	12,058.65	213,236.00	44.81		
TOTAL EXPENDITURES - ALL FUNDS		329,161.00	56,918.60	27,591.07	272,242.40	17.29		
NET OF REVENUES & EXPENDITURES		57,179.00	116,185.40	(15,532.42)	(59,006.40)	203.20		

CITY OF PLAINWELL  
OUTSTANDING REVOLVING LOANS  
AS OF September 30, 2024

RECIPIENT	ORIGINAL LOAN	ORIGINAL LOAN DATE	STATUS	LAST PAYMENT DATE	PRINCIPAL PAID TO DATE	INTEREST PAID TO DATE	DELQ AMOUNT	DELQ DAYS	LOAN BALANCE	PAYOFF DATE	
Elliott's Remodeling	9,000.00	25-Sep-2008	Paid in Full	5/20/2016	9,000.00	389.75	-	-	-	5/20/2016	- Property sold - paid by Title Company at closing
Joe's Pizza	10,000.00	14-Jan-2009	Paid in Full	9/30/2013	10,000.00	250.18	-	-	-	9/30/2013	
CPR Properties 2009	2,916.00	3-Feb-2009	Paid in Full	3/18/2013	2,916.00	70.93	-	-	-	3/18/2013	
Fran Bradshaw	3,084.00	6-Feb-2009	Paid in Full	10/25/2010	3,084.00	36.04	-	-	-	10/25/2010	
Island City Tea & Spice	5,000.00	9-Jul-2009	Paid in Full	5/1/2012	5,000.00	83.45	-	-	-	5/1/2012	
Heaven's Petals	2,294.00	1-Apr-2010	Paid in Full	1/3/2011	2,294.00	15.76	-	-	-	1/3/2011	
Island City Computers	5,000.00	3-Jun-2012	Written Off	9/11/2019	2,306.95	142.98	2,693.05	1,753	-	9/11/2019	- Business folded - small assets retained sold 09/11/2019 - wrote off remaining balance
CPR Properties 2013	10,000.00	30-May-2013	Paid in Full	9/13/2017	10,000.00	238.14	-	-	-	9/13/2017	
H&H Auto Body LLC	3,500.00	22-Oct-2014	Paid in Full	7/30/2015	3,500.00	14.09	-	-	-	7/30/2015	
Hart's Jewelry	2,550.00	27-Sep-2013	Paid in Full	7/27/2015	2,550.00	25.56	-	-	-	7/27/2015	
London Grill-Plainwell, Inc.	10,000.00	2-Aug-2013	Paid in Full	2/4/2016	10,000.00	188.66	-	-	-	2/4/2016	
Plainwell Flowers	8,000.00	22-Sep-2014	Paid in Full	10/5/2016	8,000.00	109.62	-	-	-	10/5/2016	
Thomas Holmes	7,000.00	23-Jun-2014	Paid in Full	12/5/2018	7,000.00	177.90	-	-	-	12/5/2018	
Total Property Management	10,000.00	7-Jun-2013	Paid in Full	6/4/2018	10,000.00	254.73	-	-	-	6/4/2018	
101 S. Main St.	10,000.00	1-Oct-2013	Paid in Full	3/24/2021	10,000.00	308.06	-	-	-	3/24/2021	
Onalee Boettcher	8,452.37	14-Oct-2015	Paid in Full	1/7/2019	8,452.37	185.02	-	-	-	1/7/2019	
H&H Auto Body 2015	4,350.00	23-Nov-2015	Paid in Full	10/24/2016	4,350.00	21.54	-	-	-	10/24/2016	
Turley Properties LLC	8,000.00	23-Nov-2015	Paid in Full	4/13/2018	8,000.00	147.18	-	-	-	4/13/2018	
RWEats Healthy Living LLC	10,000.00	19-May-2016	Paid in Full	4/13/2018	10,000.00	153.15	-	-	-	4/13/2018	
Barbara Taylor Bechtel	10,000.00	12-Jan-2017	Paid in Full	7/27/2020	10,000.00	232.53	-	-	-	7/27/2020	
John Roggow	10,000.00	12-Dec-2017	Paid in Full	11/2/2022	10,000.00	251.60	-	-	-	11/2/2022	
James Turley	10,000.00	1-Jun-2018	Paid in Full	7/8/2020	10,000.00	170.55	-	-	-	7/8/2020	
Plainwell Bridge & Main LLC	10,000.00	23-Aug-2019	Paid in Full	10/23/2023	10,000.00	245.03	-	-	-	10/23/2023	
Adam & Rachel Hopkins	10,000.00	10-Sep-2020	Paid in Full	9/12/2025	10,000.00	255.51	-	-	-	9/12/2025	
Eric & Susan Luthy	15,000.00	28-Apr-2022	Paid in Full	9/25/2023	15,000.00	191.82	-	-	-	9/25/2023	
Barbed Wire Café	10,000.00	13-May-2022	Paid in Full	2/6/2023	10,000.00	56.65	-	-	-	2/6/2023	
Jennifer DeYoung	14,000.00	7-Jun-2022	Paid in Full	3/15/2024	14,000.00	226.69	-	-	-	5/16/2024	
River Road Foods LLC	10,000.00	11-Mar-2024	Current	9/11/2025	3,472.45	193.74	-	-	6,527.55		
									6,527.55		
Loans from G01 Grant									58,546.74		= Cash on hand at 09/30/2025
All others in G03 Grant									65,074.29		

## NEW LOAN INFORMATION

RECIPIENT NAME	APPLICANT TYPE	ADDRESS	ZIP	FUNDED BY	LOAN AMOUNT	NAICS CODE	PURPOSE	JOBS CREATED	JOBS SAVED	APPLICATIO N DATE	CLOSING DATE	TERM (MONTHS)	MATURITY DATE	PAYMENT AMOUNT	INTEREST	RACE	GENDER	ETHNICITY	SOURCE
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**MINUTES**  
**Plainwell City Council**  
**August 25, 2025**

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Jared Bowen of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brad Keeler, Mayor Pro Tem Lori Steele, and Councilmembers Roger Keeney, Randy Wisnaski and Cathy Green.  
Absent: None.
5. Approval of Minutes:  
**A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 08/11/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.**
6. Public Comment: None.
7. County Commissioners Report: Commissioner Dugan gave an update on happenings throughout Allegan County.
8. Agenda approval:  
**A motion by Steele, seconded by Wisnaski, to approve the Agenda for the August 25, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.**
9. Mayor's Report: Stated he was happy for the break in the hot weather.
10. Recommendations and Reports:
  - A. City Manager Lakamper discussed Ordinance 402, which amends Chapter 56: Taxes of the City of Plainwell Code of Ordinances to allow for up to two alternate members for the Board of Review.  
**A motion by Keeney, seconded by Wisnaski, adopting Ordinance 402 as presented. On a roll call vote, all voted in favor. Motion passed.**
  - B. Superintendent Nieuwenhuis discussed the purchase of annual road salt. The City utilizes the MiDEAL program through the State of Michigan for pricing and delivery. This year the vendor is Detroit Salt Company.  
**A motion by Green, seconded by Keeney, approving the purchase of an early salt delivery from Detroit Salt Company for \$6,344.00 and a regular salt delivery from Detroit Salt Company for \$6,667.00, at a total cost of \$13,011.00. On a roll call vote, all voted in favor. Motion passed.**
  - C. City Manager Lakamper discussed the 2025/2026 budget encumbrance rollover.  
**A motion by Wisnaski, seconded by Steele, to approve the 2024/2025 budget amendment, as presented, in order to appropriate prior year encumbrances into the current fiscal year. On a roll call vote, all voted in favor. Motion passed.**
  - D. Superintendent Nieuwenhuis discussed a Professional Service Agreement (PSA) with Dixon Engineering, Inc. The agreement covers Phase 4 (Construction) and 5 (Post Construction) of the Water Tower renovation project.  
**A motion by Keeney, seconded by Steele, approving the Professional Services Agreement (PSA) with Dixon Engineering, Inc. for Phases 4 and 5 of the water tower renovation project for \$23,100.00. 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 July 2025 Department of Public Safety and Water Renewal Reports, and the 07/08/2025 DDA/BRA/TIFA meeting minutes. On a voice vote, all voted in favor. Motion passed.**
12. Accounts Payable:  
**A motion by Keeney, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$1,162,523.12 for payment of the same. On a roll call vote, all voted in favor. Motion passed.**
13. Public Comments: Dale and Kathe Burnham shared their experience touring the Classic Auto Factory located in DeKalb, Illinois. Dale stated it is a nice facility, and feels Classic Auto Factory would be a good fit for the Mill property.
14. Staff Comments:  
Personnel Coordinator/Interim Treasurer Kersten was excused.  
  
Superintendent Nieuwenhuis discussed removing flower baskets as the flowers die down. Hydrant flushing will happen toward the end of September, after the completion of the Water Tower repainting and maintenance project. He noted there are two

**MINUTES**  
**Plainwell City Council**  
**August 25, 2025**

pressure release valves (located at the DPW building and at the dog park) which may discharge water if needed to maintain the correct pressure in the lines while the tower is down for maintenance.

Deputy Superintendent Keyzer stated that he is getting quotes from contractors to install screens in the grit removal system.

Director Callahan discussed the S. Main paving project challenges, advising everyone maintain a safe speed and watch for students as the school year begins.

The Department of Public Safety is hosting an Open House on Saturday, October 11<sup>th</sup> from Noon until 2:30pm. There will be a food truck, Smokey the Bear and other friends, and kids' activities.

Clerk Leonard had nothing to report.

City Manager Lakamper discussed the August 20<sup>th</sup> Planning Commission meeting. The Commission discussed and ultimately approved the drafting of an ordinance to allow Accessory Dwelling Units (ADUs) in areas zoned R1A/R1B single family residential for further consideration. He stated that the Old Orchard project is complete.

He has been working with Darius, the owner of Classic Auto Factory, on a plan for the building, focusing on the façade. Darius had planned to clean up the site himself, but due to the site's superfund status, clean up needs to be handled by licensed contractors working with an environmental consultant. This will slow the process.

He has talked with AT&T concerning their cell tower located on the decommissioned water tower. He hopes AT&T will consider purchasing the site, removing the old tower, and building a new cell tower. Building #2 continues to be evaluated by the insurance company, but demolition is likely.

MEDC and Bosch Architects are working with David Steffen, owner of NAPA Auto, to design a building that aligns with the aesthetics of the rest of Mill Property.

15. Council Comments:

Mayor Pro Tem Steele wished everyone a safe and happy Labor Day weekend.

Councilmember Green was thankful for the cooler weather.

16. Adjournment:

**A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:40pm. On a voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
submitted by,  
JoAnn Leonard  
City Clerk

MINUTES APPROVED BY CITY COUNCIL  
September 08, 2025

  
JoAnn Leonard, City Clerk

**MINUTES**  
**Plainwell City Council**  
**September 08, 2025**

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: None.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brad Keeler, Mayor Pro Tem Lori Steele, Councilmembers Randy Wisnaski and Cathy Green.  
Absent: Councilmember Roger Keeney.  
**A motion by Wisnaski, seconded by Steele, to excuse Councilmember Keeney from tonight's proceedings. On a voice vote, all voted in favor. Motion passed.**
5. Approval of Minutes:  
**A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 08/25/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.**
6. Public Comment: None.
7. County Commissioner's Report: None.
8. Agenda approval:  
**A motion by Steele, seconded by Wisnaski, to approve the Agenda for the September 08, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.**
9. Mayor's Report: None.
10. Recommendations and Reports:
  - A. Director Callahan discussed Resolution 2025-17, the adoption of the Mutual Box Aid Alarm System (MABAS) with Allegan County and the State of Michigan.  
**A motion by Steele, seconded by Green, to adopt Resolution 2025-17 as presented. 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 August 2025 Investment and Fund Balance Reports. On a voice vote, all voted in favor. Motion passed.**
12. Accounts Payable:  
**A motion by Wisnaski, seconded by Green, that the bills be allowed and orders drawn in the amount of \$157,862.33 for payment of the same. On a roll call vote, all voted in favor. Motion passed.**
13. Public Comments: None.
14. Staff Comments:

Personnel Coordinator/ Interim Treasurer Kersten wished Lori a happy birthday.

Superintendent Nieuwenhuis wished Lori a happy birthday. He shared that the water tower painting project is complete, and looks good. 123Net is finishing up fiber line installation, and SurfNet is starting. Communication on the S. Main paving project has been poor, with the most recent update stating the project will start next Monday. Blockades have been removed for now.

Superintendent Keyzer wished Lori a happy birthday, and said everything is going well at Water Renewal.

Director Callahan wished Lori a happy birthday. He reminded everyone about the fire department open house on October 11<sup>th</sup>.

Clerk Leonard wished Lori a happy birthday.

City Manager Lakamper shared that the Treasurer's position has been filled, and background screening is in process. He provided an update on Classic Auto Factory and their Mill building offer. The owner, Darius, has now requested a 99-year lease with the City, for \$1 per year. He states he is having difficulty finding insurance coverage for the building. Since this is a superfund site, the EPA requires a Phase I environmental study and a BEA, which will take time. Justin spoke with

**MINUTES**  
**Plainwell City Council**  
**September 08, 2025**

the City Attorney, and both feel that a 99-year lease is not prudent. Justin feels there is a way forward that will work for Classic Auto Factory as well as the City, and hopes discussion will continue.

15. Council Comments:

Mayor Pro Tem Steele thanked everyone for the birthday wishes.

Councilmember Green discussed the Ladies, Leaves and Laughter event scheduled for November 7, 2025, and thanked Utility Billing Specialist Penny Soper for her help.

16. Adjournment:

**A motion by Green, seconded by Wisnaski, to adjourn the meeting at 7:30pm. On a voice vote, all voted in favor.**

**Motion passed.**

Minutes respectfully  
submitted by,  
JoAnn Leonard  
City Clerk

MINUTES APPROVED BY CITY COUNCIL  
September 22, 2025

  
\_\_\_\_\_  
JoAnn Leonard, City Clerk