

City of Plainwell



“The Island City”

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

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

AGENDA

Plainwell City Council
Monday, March 24, 2025 - 7:00PM
Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 03/10/2025 Regular Meeting
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Approval**
9. **Mayor’s Report**
10. **Recommendations and Reports:**
 - A. **City – First Right of Refusal to Purchase Buildings #17 and #18**
Council will consider postponing this item until a utility access agreement and amendments to the existing common area agreement have been secured from BizEX Ventures.
 - B. **City – Compensation Commission Recommendations**
Council will hear compensation recommendations for elected officials.
 - C. **DPW – Solid Waste Haul Out**
Council will consider approving a payment of \$6,500 to H and K for hauling out our street sweeping debris, along with an estimated \$10,000 payment to the Kent County Landfill for disposal of the debris.
 - D. **City – Repair of the Downtown City Clock**
Council will consider approving the mechanical and cosmetic renovation of the downtown City clock by The Verdin Company for \$10,780.
 - E. **City – Resolution 2025-07 – A Resolution to approve MDOT Contract 25-5115 and authorize City Manager Lakamper to execute the contract on behalf of the City**
Council will consider approving Resolution 2025-07 as presented.
 - F. **City – Resolution 2025-08 – Employee Sick Leave Policy Amendment**
Council will consider approving Resolution 2025-08 as presented.
11. **Communications:** The February Department of Public Safety and Water Renewal reports, the 02/11/2025 DDA/BRA/TIFA meeting minutes and the 02/13/2025 Parks & Trees meeting minutes.
12. **Accounts Payable - \$87,881.03**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

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

MINUTES
Plainwell City Council
March 10, 2025

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Scott Smail, of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Wisnaski, Councilmember Keeney and Councilmember Green. Absent: None
5. Approval of Minutes:
A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 02/24/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: Dennis Bird, 224 Russet, discussed discoloration in his water.
7. County Commissioners Report: None.
8. Agenda approval:
A motion by Steele, seconded by Wisnaski, to approve the Agenda for the March 10, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. Downtown Development Manager Siegel shared that two City residents, Molly Wright and Barbara Seekman, had submitted applications to join the City's Compensation Commission.
A motion by Wisnaski, seconded by Keeler, confirming the Mayor's appointment of Molly Wright and Barbara Seekman to the Compensation Commission as presented. On a roll call vote, all voted in favor. Motion passed.
 - B. Superintendent Nieuwenhuis discussed cleaning and lining sewer lines within the City. An RFQ (Request for Quote) was put out, and a sealed bid opening was held on March 3, 2025. Plummers Environmental Services is recommended for this project.
A motion by Keeler, seconded by Steele, approving Plummer's Environmental Services to complete the lining and cleaning project for the City of Plainwell for \$183,036.50. On a roll call vote, all voted in favor. Motion passed.
 - C. Superintendent Keyser discussed rebuilding the 15+ year old Wilo grit pump. Rebuilding the pump is a fraction of the cost of replacing it, and will provide many more years of service before it needs to be replaced.
A motion by Keeler, seconded by Wisnaski, approving the rebuild of the Wilo grit pump by Fixall Electric for \$6,640.28. On a roll call vote, all voted in favor. Motion passed.
 - D. Superintendent Nieuwenhuis discussed the installation of three large water meters which will complete the City-wide water meter change out. Quotes were solicited, and two were received. W Soule is recommended for this project.
A motion by Steele, seconded by Wisnaski, approving the installation of three large water meters by W Soule for \$5,320.00. On a roll call vote, all voted in favor. Motion passed.
 - E. Superintendent Nieuwenhuis discussed auctioning off unused items and equipment from the DPW. The City has authorized the sale of unused equipment in the past and done well. Proceeds from the sale will have a positive impact on the budget.
A motion by Keeler, seconded by Steele, approving the auction of unused equipment and items by the DPW as presented. On a roll call vote, all voted in favor. Motion passed.
 - F. City Manager Lakamper discussed the purchase of Mill buildings #17 and #18 from GHD. The City has first right of refusal, which allows for the purchase of the buildings for the same price offered by another interested party.

MINUTES
Plainwell City Council
March 10, 2025

A motion by Green, seconded by Keeney, to postpone the purchase of buildings #17 and #18 from GHD until a special meeting can be held on Wednesday, March 19 so Council will have an opportunity to review all documents before making a final decision. On a roll call vote, all voted in favor. Motion passed.

11. Communications:

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

12. Accounts Payable:

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$355,089.58 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments:

- A. Terry Pickett, 124 Floral; Questioned Council on their decision to table the sale of GHD and urged them to sell the property.
- B. Dale Burnham, 201 Prairie; Voiced concern over the Council's decision to table the sale of GHD, urged them to sell the property.
- C. Eric Fein, 219 Washington; Asked Council and City staff to reconsider the parking ordinances for overnight parking.

14. Staff Comments:

Personnel Coordinator/Treasurer Kersten had nothing to report .

Superintendent Nieuwenhuis addressed Mr. Bird and set an appointment to meet with him. Also mentioned the cost to maintain buildings 17 & 18 if Council decided to keep them, would be beyond the DPW budget to maintain the buildings.

Community Development Manager Siegel shared 3 new businesses in downtown; EGLE Loan repayment schedule and amount.

Deputy Superintendent Keyzer stated staff were training on the Asset Management Software

Superintendent Pond mentioned the sale of GHD to BizEx Ventures would be a good idea.

Director Callahan had nothing to share

Clerk Leonard was excused from the meeting for training.

City Manager Lakamper reported Watts Homes proposing a variety of sizes of home for the Mill Site. Further discussion is underway.

15. Council Comments: None.

16. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 08:40 pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
Denise Siegel
Community Development Manager

MINUTES APPROVED BY CITY COUNCIL
March 24, 2025

JoAnn Leonard, City Clerk



“The Island City”

MEMORANDUM

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

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: March 23, 2025
SUBJECT: First Right of Refusal to Purchase Buildings #17 and #18

SUGGESTED MOTION: “I motion to postpone this item until a utility access agreement and amendments to the existing common area agreement have been secured from BizEx Ventures.”

BACKGROUND INFORMATION: In 2011 the City sold GHD, then called CRA, buildings 17 and 18 of the mill complex, after the execution of a development agreement from 2010. This resulted in GHDs offices (Building 17), the entryway (Building 18), and City Hall (Building 19), being renovated and occupied by both parties. Part of that agreement, was a Right of First Refusal for both parties, should the other sell their building(s). GHD has now executed a signed Letter of Intent (LOI) with BizEx Ventures to sell them both buildings 17 and 18, and the associated parking lot, for \$326,000. This triggers the cities Right of First Refusal and allows us to enter into a purchase agreement under the same terms as the LOI between BizEx and GHD, which is attached.

Building 17: This is the building where GHD currently has their offices. They occupy the top floor which has been built out to office space in a similar manner to City Hall. The building consists of 3 floors and a basement. The first and second floors, are not renovated and also do not have a ceiling height that meets occupancy standards for assembly (A2) or Offices. Effectively making them unusable, beyond storage, without further modification. The basement of building 17 houses the boiler, electrical service panel, sanitary sewer and water services, and fire suppression service for buildings 17,18,19.

Building 18: This is the entryway to the building and provides access to both City Hall, GHD, and potentially to building 12 of the mill complex.

Easements: There are currently 3 separate easements in place between the City and GHD all of which transfer to the new owners and are attached:

Parking Area and Bridge Easement Agreement: This grants GHD the right to use up to 24 parking spots in the City Hall parking area and have access to the walking bridge.

Common Area Easement and Party Wall Agreement: This establishes permanent access to building 18, and the public bathroom which are located in building 17 but accessible from 18, by the City and permanent access for GHD to use the footbridge. It also established that the maintenance of building 18 is to be equally shared by the owners of 17 and 19 and any future owners of building 12. It also establishes that each party is responsible for their portion of the shared party walls

Access Easement Agreement: This grants easements to GHD for utilities on the City Hall parking lot. It grants the City the right to 24 parking spots in the GHD parking lot to function as an overflow parking area to the City Hall parking lot.

Utilities: The utilities for all buildings run into the basement of building 17. All of the buildings use a centralized boiler and water chiller located on the GHD property which provides heated, or chilled, water to the individual heat pump units located throughout all of the buildings. Therefore, their maintenance and continued use is integral to the heating and cooling of all buildings. The City and GHD have shared equally in the cost to maintain these systems. The electrical service to the building also runs into the basement of building 17, through the basement of City Hall, and then goes to a subpanel for buildings 18 and 19. Each of these subpanels are metered locally. Meaning, GHD receives a single bill from the power company and they use each local meter to subtract usage from the total bill and invoice us accordingly. We pay GHD for the power used in building 19 and for half of the power for building 18. The gas enters into building 17 which is used for the two boilers in the basement of 17. This bill also goes to GHD and is paid by the City and GHD based on the total square footage of each building, with each sharing the cost of the square footage of building 18. All of this is to say that the cities utilities are comingled with GHD in a manner that cannot be easily split off, and would continue to be comingled if the City were to own building 18. The cost sharing of the utilities is not codified in any filed agreement; however, it is in the interest of both parties to continue with the current setup.

Potential Buyers: BizEx Ventures is looking to create an event center in building 17 that caters to weddings as their primary business. They currently own an event space in Grand Rapids and called The Revel Center. You can view their website [here](#). They plan to use the top floor for their wedding space and renovate the second floor as a prep area for the wedding parties. They are fully aware of the ROFL and are willing to negotiate the purchase of building 17 from the City if we decided to purchase the buildings, however they are not interested in purchasing the building on the open market. They have also proposed executing agreements regarding the utility access in building 17, giving the City decision making authority regarding aesthetics in building 18, agree to a Right of First Refusal with the City, and would offer to take over all maintenance costs for building 18, were we to not purchase the buildings. They have also stated that their overall investment in the property will ultimately be in the neighborhood of 1.5 million dollars.

ANALYSIS

Purchasing the building: Kara Schoer of NAI Wisniski has performed a market analysis for the City evaluating the value of the building including area comps, which is attached. She values the building between \$315,000 and \$490,000 and believes that all floors other than the top floor are

functionally obsolete due to their unrenovated state and the height of ceiling. Therefore, the estimated value comes from the use of the top floor. She does point out that the location and size of the space will make a sale potentially difficult and that we should be comfortable with the possibility that it could take years to find a buyer on the open market.

Were we to buy the building there would be immediate costs for environmental due diligence that would at the very least include a Phase 1 Assessment and Baseline Environmental Assessment. Those could easily cost around \$10,000. There would be legal fees involved with establishing easements for the utilities and any other adjustments we saw fit before selling the building. Additionally, if we were to use a realtor to market and sell the property there would be realtor fees.

The advantage to purchasing would ensure the City retains control of the entryway to City Hall. There is inherent value in having this control, however, I believe if you choose to exercise the right to purchase the building it should be with the intention to sell building 17 to BizEx, or someone else, after having clarified the issues with the utilities.

Not Purchasing: Alternatively, we could clarify the open questions above through agreements with BizEx without purchasing. This has been what I have been working on since the last meeting where the Council tabled the item in pursuit of these agreements. Part of that work has been securing an extension of the Right of First Refusal to April 23rd. This will allow us to fully negotiate agreements with BizEx over the utilities and the cities right to approval over renovations in building 18. These negotiations are going well and I anticipate having the agreements in place prior to the next meeting. Therefore, I recommend tabling this item again tonight to allow for the continued pursuit of these agreements with BizEx, ultimately allowing the City to have access to the utilities and maintain some control of the entryway without purchasing the building.

From a cash on hand perspective the City would be able to purchase the building and hold it for a time due to recent influx of cash reserves we experienced through land sales. However, long term it does not make financial sense for the City hold the building and incur the costs of maintenance and upkeep. We do not have a need for the space for city operations. Ultimately, the best thing for the building and the cities financial position is for someone else to own and operate the building. This will bring new business opportunities to the community and increased tax revenue the City.

BUDGET IMPACT: Purchasing the building will immediately lower the General Funds fund balance by \$326,00. The City will also incur increased costs of maintenance of building 18 by approximately \$2,500 per month, which we currently share 50/50 with GHD. Additionally, the costs of heating and maintain building 17 until it could be sold would fall to the City. Alternatively, if we are able to enter into the proposed agreements with BizEx and do not purchase the building, we would lower our annual buildings and grounds expenditures by approximately \$20,000 since BizEx has offered to take over the regular maintenance costs of building 18, should they ultimately own the building.

ATTACHMENTS: LOI between BizEx Ventures and GHD, existing easement agreements, and building valuation analysis.



February 19, 2025
DELIVERY VIA
EMAIL GHD
140 – 10th Avenue SE Suite #600 Calgary Alberta T2G 0R1
Attn: Romin Jarrah

Re: Non-Binding Letter of Intent for Purchase and Sale of 200 W Allegan St #300, Plainwell, MI 49080.

Hello Romin:

This letter of intent, effective as of February 19, 2025 ("**Effective Date**"), constitutes an expression of the interest of BizEx Ventures and a new LLC (Newco, LLC) to be determined ("**Purchaser**") in purchasing and the interest of GHD Inc. or its affiliate entity ("**Seller**") in selling the Property (as hereinafter defined) on the general terms and conditions described herein. It will also serve as the basis for negotiating a definitive purchase and sale agreement for the purchase and sale of the Property (the "**Purchase Agreement**").

This letter of intent supersedes all prior oral and written proposals between the parties. The proposed terms and conditions for the purchase and sale of the Property are as follows:

1. The Property. That certain property has an address at 200 Allegan St, Plainwell, MI 49080, Building #17, Building #18, commonly known as The Plainwell Mill (the "**Property**"), as further shown in Exhibit A.
2. Execution of Purchase Agreement. Purchaser and Seller shall negotiate the Purchase Agreement diligently and in good faith. Notwithstanding the foregoing, no binding agreement shall exist with respect to the purchase and sale of the Property unless the Purchase Agreement has been duly executed and delivered by both Purchaser and Seller. Purchaser and Seller shall endeavor to enter into and execute the Purchase Agreement within one hundred and twenty (120) business days from the Effective Date. The purchaser's counsel shall prepare the initial draft of the Purchase Agreement.
3. Purchase Price. Three Hundred and Twenty-Six Thousand and 00/100 (\$326,000) Dollars, all cash at Closing. The purchase price shall be paid by the Purchaser at the closing of the sale of the Property, except for the Earnest Money Deposit, which shall be paid as set forth in Paragraph 4 below.
4. Earnest Money Deposit. One Thousand and 00/100 (\$1,000) Dollars (the "**Earnest Money Deposit**") to be deposited by Purchaser in immediately available funds within Thirty (30) business days after execution of this agreement by Purchaser and Seller, in a mutually acceptable interest-bearing escrow account established with Chicago Title Company ("**Escrow Agent**"), as escrow agent, pursuant to a separate escrow agreement entered into between Purchaser, Seller, and Escrow Agent. All interest earned on the Earnest Money Deposit shall constitute part of the Earnest Money Deposit and shall be payable to the party entitled to receive it under this Agreement. If the closing shall occur, the Earnest Money Deposit shall be credited to the Purchaser at closing. If Purchaser terminates this Agreement pursuant to a right to do so set forth herein, the Earnest Money Deposit shall be refundable to Purchaser except in the event



of Purchaser's default or breach, in which event the Earnest Money Deposit, plus all interest earned thereon, shall be paid to Seller as liquidated damages, as Seller's sole remedy.

5. It is mutually agreed and understood between both parties that to Seller's actual knowledge there is no existing indebtedness on the Property (the "**Mortgage**").
6. This agreement is contingent upon the Purchaser securing financing from an accredited lending institution as approved and solely agreeable to the Purchaser on or before the financing contingency date set forth in the Purchase Agreement.
7. Purchaser and Seller acknowledge and agree that the City of Plainwell, a Michigan municipal corporation (the "City") has a right of first refusal to purchase the Property, pursuant to that Right of First Refusal to the City of Plainwell (the "ROFO"), dated July 18, 2011, between the City and CRA 200 Allegan St., LLC. Within three (3) business days after mutual execution of this Letter of Intent ("LOI"), Seller shall deliver a copy of this LOI to the City, at which time the City will have thirty (30) days (the "ROFO Period") to exercise its ROFO. If the City exercises its ROFO during the ROFO Period, this LOI and any Purchase Agreement for the Property entered into by Purchaser and Seller shall automatically terminate and be of no further force and effect, and any Earnest Money Deposit paid by Purchaser shall be refunded to Purchaser.
8. Closing Date. The closing of the transaction shall occur on May 30, 2025 (hereinafter defined) (the "**Closing Date**"). Each party shall have the right to adjourn the closing date for a period of Thirty (30) business days unless mutually agreed otherwise by both parties in writing. The closing shall be effected through a customary escrow closing. Time shall be of the essence with respect to each party's obligations under the Purchase Agreement.
9. Closing Costs. Seller shall pay the cost of the title commitment and title policy. Purchaser shall pay any and all costs related to its due diligence investigation. Seller to provide any survey in Seller's actual possession, if one exists. Seller and Purchaser shall each pay an equal share of all clerk's and indexing fees and taxes on the deed, all costs of recording the deed, and any other fees and costs as is customary in transactions of this size and type in Allegan County, Michigan. Each party shall pay its own legal fees and one-half of any escrow or closing fee.
10. Credits and Prorations. The Purchase Agreement shall contain customary prorations with respect to rents, other lease payments, real estate taxes, and any and all items customarily prorated between the parties in transactions of this size and type in Allegan County, Michigan, all subject to reapportionment following the closing based on actual final bills and receipts.
11. Due Diligence Investigation. From and after the Effective Date of the fully executed Letter of Intent and continuing for a period of One hundred and twenty (120) days thereafter (the "**Inspection Period**"), Seller shall allow Purchaser to have access to the Property to investigate and inspect (at Purchaser's sole cost and expense) the legal, physical, economic, and environmental condition of the Property, and the suitability of the Property for Purchaser's intended use. If Purchaser determines, in its sole and absolute discretion, that it is unsatisfied with any aspect of the Property prior to the expiration of the Inspection Period, then Purchaser shall have the right to terminate the Purchase Agreement by written notice to Seller given prior to the expiration of the Inspection Period, in which event the Earnest Money Deposit shall be returned to Purchaser.

No later than thirty (30) business days following the Effective Date of the fully executed Letter of Intent, Seller shall provide to Purchaser, for its review, all information and documentation regarding



the Property which is in the possession or control of Seller, its affiliates, and/or property manager (the "**Due Diligence Materials**"). Seller shall represent in the Purchase Agreement that to the Seller's actual knowledge, the Due Diligence Materials constitute all of the information and documentation relating to the Property that is in Seller's possession or control.

Purchaser understands and agrees that any on-site inspections of the Property shall occur at reasonable times agreed on by Seller and Purchaser after reasonable prior written notice from Purchaser to Seller (which shall, in all cases, be at least 24 hours in advance) and shall be conducted so as not to unreasonably interfere with the use and operation of the Property and rights of Seller and its tenants, subtenants, licensees, or other users and occupants of the Property. Purchaser agrees not to contact or have discussions, whether directly or indirectly, with any tenants, subtenants, licensees, or other users or occupants of the Property without the prior written consent of Seller in each instance, which consent shall not be unreasonably withheld, conditioned or may be withheld in Seller's sole and absolute discretion. Seller shall have the right to accompany Purchaser or its agents during any such tests and inspections. If Purchaser desires to do any invasive testing at the Property, then Purchaser shall do so only after reasonable prior written notice to Seller (which shall, notwithstanding anything to the contrary contained above, be at least three (3) business days in advance) and obtaining Seller's prior written consent thereto, which consent may be withheld in Seller's sole and absolute discretion, and which consent, if given, may be subject to any terms and conditions imposed by Seller in its reasonable discretion, including, without limitation, the prompt restoration of the Property to substantially the same condition as existed prior to any such inspections or tests, at Purchaser's sole cost and expense. Prior to entrance onto the Property by Purchaser or its agents, employees, contractors, or representatives, Purchaser shall deliver insurance certificates to Seller evidencing that Purchaser carries and maintains such general liability insurance policies with such companies and in such scope and amounts as are acceptable to Seller in its reasonable discretion, and in all cases, naming Seller as an additional insured party and loss payee thereunder.

Purchaser agrees to protect, indemnify, defend, and hold Seller, its partners, members, and affiliates and each of their respective officers, directors, shareholders, employees, agents, successors, and assigns (collectively the "**Indemnified Parties**") harmless from and against any claims for liabilities, losses, expenses (including reasonable attorneys' fees), damages, or injuries actually incurred by any of the Indemnified Parties arising out of, resulting from, relating to, or connected with: (a) any inspections or testing of the Property by Purchaser or its agents, representatives, contractors, or employees; and (b) any breach or violation of the provisions of this Paragraph 10 on the part of Purchaser. The foregoing indemnity shall survive the termination of the Letter of Intent.

12 Representations and Warranties. The Purchase Agreement shall contain representations and warranties from Seller with respect to leases and leasing activities affecting the Property, and any other matters mutually agreed to by Purchaser and Seller. Seller's representations and warranties shall survive for a period of Six (6) months following the closing.

13. Closing Conditions. Seller shall deliver a tenant estoppel certificate ("**Estoppel Certificate**") and a subordination, attornment, and non-disturbance agreement ("**SNDA**"), each conforming in all material respects to the form attached to the Purchase Agreement from each and every tenant at the Property provided, that, Purchaser acknowledges that Seller or an affiliate of Seller currently occupies the Property without a written lease agreement and such party will vacate the Property on or prior to the Closing Date. If Seller is unable to provide an Estoppel Certificate from any of the foregoing tenants on or prior to the Closing Date, Seller shall deliver to Purchaser at the closing a Seller estoppel certificate



("Seller Estoppel Certificate") for each tenant for which it fails to obtain an Estoppel Certificate in a form attached to the Purchase Agreement or a form reasonably acceptable to the Seller, purchaser and Purchaser's lender. Seller and Purchaser acknowledge and agree that Purchaser shall have no obligation to proceed to closing if Purchaser does not receive acceptable Estoppel Certificates or Seller Estoppel Certificates in accordance with this Paragraph 13. Any additional required consents and/or estoppels will be set forth in the Purchase Agreement. The Purchase Agreement will also contain other reasonable and customary closing conditions and other contingencies as agreed to by the parties.

14. Termination. Subject to Paragraph 7, above, this Letter of Intent shall automatically terminate and be of no further force and effect upon the earlier of: (a) the mutual execution of the Purchase Agreement by Purchaser and Seller; (b) the date of the written notice given by either Purchaser or Seller terminating this Letter of Intent to the other. Notwithstanding anything to the contrary contained in the previous sentence, Paragraph 16 shall expressly survive the termination of this letter of intent.

15. Exclusive Negotiations. Seller shall not offer the Property for sale to anyone other than Purchaser or enter into or continue any discussions with any third party to acquire the Property until such time as this letter of intent has terminated in accordance with the provisions of Paragraph 14 herein.

16. Confidentiality. This letter of intent is being transmitted to you with the express understanding that its contents and the fact that it has been transmitted remain confidential. By execution of this letter of intent, each party agrees to maintain the confidentiality of the other party's involvement (including the identity of such other party) in a possible transaction as described herein, including, without limitation, the structure and pricing thereof as well as the terms of the transaction, and not disclose same to any person or entity other than: (a) on an as-needed basis, to such party's advisors, agents, consultants, lenders, and potential lenders and the applicable party shall inform them of the confidentiality requirements of this letter of intent and their duty to comply with its terms; (b) with respect to any other disclosures required by law; or (c) disclosures consented to by both parties. Neither Purchaser nor Seller shall make or allow to be made any public announcement of the transactions contemplated by this letter of intent or the existence of this letter of intent without the mutual agreement of the other party. This Paragraph 16 is a binding obligation and shall survive for a period of Thirty-Six (36) months (s) from the date of this letter of intent first written above.

17. Non-Binding. This letter of intent is a non-binding proposal and may be terminated without penalty at any time and for whatever reason by either party in accordance with the terms of Paragraph 13 herein. This letter of intent should not be considered as a commitment to sell or purchase by either party, as the purchase and sale are expressly conditioned upon the execution and delivery of a mutually satisfactory Purchase Agreement.

By signing this letter of intent, the parties agree that unless and until a definitive Purchase Agreement is prepared and executed by all parties involved, there is no commitment on Seller's part to convey the Property nor on Purchaser's part to pay any consideration for the conveyance of the Property. Notwithstanding the foregoing, the parties acknowledge and agree that the provisions of Paragraph 14 and Paragraph 15, together with this paragraph, are binding and enforceable against the parties. Except as specifically set forth in Paragraph 16, nothing contained in this letter of intent shall be deemed or construed to constitute a binding agreement between the parties.

If the foregoing terms and conditions are acceptable to you, please execute and return to us the executed letter. This letter may be signed in one or more counterparts, each of which may be an original or copy and all of which, when taken together, shall constitute one and the same instrument.

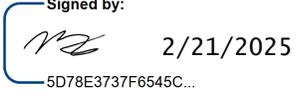


As time is of the essence, this Non-Binding Letter of Intent shall automatically expire if not executed by both parties before 12:01 am on February 24, 2025.

Very truly yours,

BizEx Ventures, LLC, a Limited Liability Company, in the state of Michigan

Kurt Elliott, Member 

Matt Rubino, an Individual 

Matt Rubino

Date: February __, 2025

AGREED TO AND ACCEPTED this _____th day of February, 2025:

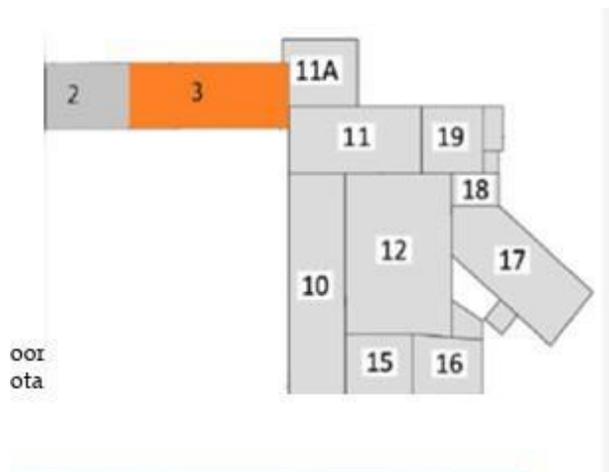
GHD Inc., a California corporation



Romin Jarrah
Real Estate Leader

cc: kelliott@jaquarealtors.com

EXHIBIT A. BUILDINGS



STATE OF MICHIGAN Allegan County
Joyce A. Watts Register of Deeds

RECORDED

July 27, 2011 12:27:53

Liber 3533 Page 137-149 EASE
FEE: \$50.00



Liber 3533 Page 137 #2011014169

PARKING AREA AND BRIDGE EASEMENT AGREEMENT

13

This Parking Area and Bridge Easement Agreement (this "Agreement") is entered into on July 18, 2011, and is by and between the CITY OF PLAINWELL, a Michigan municipal corporation, of 141 N. Main Street, Plainwell, Michigan, 49080 (the "City"), and CRA 200 ALLEGAN ST. LLC, a Michigan limited liability company, with registered offices at 14496 Sheldon Road, Suite 200, Plymouth, Michigan, 48170 ("CRA"). The City and CRA are sometimes together referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. The City is the owner of a portion of the former Plainwell Paper Mill site located in the City of Plainwell, and Township of Gun Plain, Allegan County, Michigan, consisting of 34 acres, more or less, depicted on Exhibit A and legally described on the attached Exhibit A-2 (the "City Property").

B. The City owns certain buildings located on the City Property referred to herein as "Building 12" and "Building 19," together referred to as the "City Buildings."

C. The City is also the owner of certain property and improvements known as the Fannie Pell Park consisting of a public park and public parking area (the "Park Property"). The Park Property is depicted on attached Exhibit B and legally described on the attached Exhibit B-2. The Park Property is located on the east side of the Mill Race.

D. On the date of this Agreement, CRA acquired from the City a portion of the former Plainwell Paper Mill site located immediately adjacent to the east of the City Property, consisting of 2.09 acres, depicted on attached Exhibit C and legally described on the attached Exhibit C-2 (the "CRA Property") in accordance with that certain Development Agreement between the Parties dated March 23, 2010 including Amendments (collectively the "Development Agreement").

E. CRA owns buildings located on the CRA Property referred to herein as "Building 17" and "Building 18," together referred to as the "CRA Buildings."

07-26-11A11:36 RCVD

07-22-11A11:05 RCVD

Handwritten signature

F. The main access from the Park Property to Building 18 is by way of a pedestrian footbridge that crosses over the Mill Race from the Park Property to the entrance of Building 18 (the "Footbridge"). The City intends on constructing the Footbridge and will own the Footbridge up to the point of the entrance to Building 18. The legal description for the Footbridge is attached as Exhibit D-2.

G. The City also owns a second bridge across the Mill Race located to the south of the footbridge, known as the "Railroad Bridge."

H. Attached as Exhibit D is a drawing showing the relative locations of Building 18, the Park Property, the Mill Race, the Footbridge, and the Railroad Bridge. Building 18 serves as an entryway that provides access to Building 17 and the City Buildings.

I. CRA intends on renovating and modifying the interior of Building 18 and, upon completion of construction, Building 18 will contain a lobby area, an elevator, a security system that permits limited access to Building 17 and the City Buildings, and public restroom facilities, some portion of which may be located in Building 17 (the "Public Restroom"). Building 18, including the entryway from the Footbridge, the lobby area, the elevator and stairways, is referred to herein as the "Common Entrance."

J. This Agreement is executed in furtherance of the Development Agreement pursuant to which the Parties agreed that the City would grant to CRA a nonexclusive easement over and across the Railroad Bridge and the Footbridge for ingress, egress and access to Building 18 and a nonexclusive easement upon and across the Park Property for parking purposes, for the benefit of CRA and its employees, agents, guests and invitees and for the uses and purposes stated herein.

AGREEMENT

In consideration of the mutual agreements and covenants stated herein, the Parties agree as follows:

1. Grant of Access Easement. The City hereby grants to CRA a nonexclusive easement for the benefit of CRA, its employees, agents, invitees and guests over and across the Railroad Bridge and the Footbridge for pedestrian access, ingress and egress to and from the Park Property and the CRA Property, including Building 18 (the "Footbridge Easement").

2. Grant of Parking Easement. The City hereby grants to CRA a nonexclusive easement to use up to twenty-four (24) parking spaces in the parking areas of the Park Property (the "Parking Spaces") for use by CRA, its employees, agents, guests and invitees, for parking purposes (the "Parking Easement," and together with the Footbridge Easement, are referred to herein as the "Easements"). CRA acknowledges that the Park Property is open to the public for park and parking purposes, and for access to the City Property. The City does not guarantee that all 24 Parking Spaces will be available at all times since the parking area in the Park Property

will be used for certain public events and functions including without limitation festivals, fairs, carnivals and the like.

3. Compensation. CRA shall not be required to pay any compensation at any time to the City for the use of the Parking Spaces or the Footbridge or the Railroad Bridge.

4. Use of Easements. CRA shall use the Easements solely for the purposes stated herein and for no other purposes without the prior written consent of the City.

5. No Obstruction. The City will not unreasonably obstruct, impede or interfere with CRA's use of the Easements for the purposes set forth herein.

6. Rules and Regulations. The City may impose reasonable rules and regulations with respect to the use of the Easements, which rules and regulations shall be consistent with practice and policies for similarly situated public areas in the City, and CRA agrees to adhere and abide by such reasonable rules and regulations. Should CRA disagree with a rule or regulation the matter shall be resolved in accordance with paragraph 11.

7. Maintenance. The City shall be responsible at its cost for the operation, maintenance, repair and replacement of the Park Property and the Footbridge and the Railroad Bridge, consistent with other City owned common areas. Such maintenance services shall include without limitation snow and ice removal, sealing and paving, striping, lighting, and directional signage. To the extent any damage costs are due to the negligent acts or omissions of CRA, CRA shall be responsible for the full cost to repair the damage. If City fails to maintain the Easements in a manner reasonable acceptable to CRA, CRA shall provide written notice to City explaining CRA's concerns and City's failures and the matter shall be resolved in accordance with paragraph 11.

8. Liability Allocation. The City shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by CRA), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of the City, or the City's agents, employees, contractors, subcontractors or invitees, on the Park Property, the Footbridge or the Railroad Bridge. CRA shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by the City), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of CRA, or CRA's agents, employees, contractors, subcontractors or invitees, on the Park Property or the Footbridge.

9. Compliance with Laws/Applicable Law. The Parties agree to comply with all applicable federal, state and local laws, rules, regulations and requirements with respect to their respective property and with respect to their activities within the Easements. This Agreement shall be governed by the laws of the State of Michigan.

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

11. Disputes. In case of any dispute under this Agreement:

(a) The Party first seeking to address the dispute shall give written notice to the other Party detailing the basis for the position taken by that Party. The Party receiving that notice shall, within fourteen (14) days thereafter, respond in writing stating in detail the basis for its position.

(b) Representatives of the Parties shall, within fourteen (14) days after the exchange of the detailed position statements, meet to discuss and attempt to resolve the dispute.

(c) If the Parties are unable to resolve the dispute, the matter shall be resolved by arbitration. The arbitration shall be pursuant to the applicable Michigan Court Rules or other rules that the Parties mutually agree upon. The Parties shall mutually select as an arbitrator a person who by profession or experience has the expertise to understand and address the issue that is the center of the dispute. If the Parties cannot agree upon the selection of an arbitrator, the matter shall be decided by a majority vote of a 3-member arbitration panel comprised of a member selected by each Party and a third member selected by those two panel members. Either Party may challenge the qualifications of any panel member. No person shall serve as an arbitrator who is an officer or employee or a member of any committee or board of either Party, who resides in the same household as any such person, who has a matter pending before either Party, or who is a Party or the employee of a Party to any contract with either Party.

(d) In any such dispute the prevailing Party shall, in addition to any other relief to which it may be entitled, be awarded its actual costs, including without limitation filing fees, discovery costs, reasonable attorneys' fees, expert witness fees, and any other costs incurred in connection with the dispute and resolution of same.

12. Transfer Tax Exemption. This Agreement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

13. Runs with the Land. The Easements and the rights and obligations set forth herein shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the City and CRA, and their respective successors and assigns.

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

City of Plainwell: Erik Wilson
City Manager
City of Plainwell
141 N Main St
Plainwell MI 49080

CRA 200 Allegan Wayne Bauman
St. LLC: 4141 Davis Creek Ct
Kalamazoo MI 49001

Any Party may change the place for serving of notices upon it by ten (10) days prior written notice informing the other Party of the change in the address to which notices shall be sent and faxed.

15. Assignment. The Parties shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, "Transfer"), all or any part of their interest in their respective Property. Upon any such Transfer, the rights and obligations of this Agreement shall automatically pass to the Transferee. Upon a Transfer of the fee interest in all or a portion of the Property by deed, the transferring Party shall be relieved of obligations to perform and liability to pay any sum due under this Agreement for maintenance or services rendered after the closing of the sale; but no such Transfer shall relieve a Party of any obligation to perform and liability for any sums owing on account of maintenance or services rendered prior to such sale; nor shall any such sale discharge any lien provided for in this Agreement.

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

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

18. Construction of Easement Agreement. The rule of strict construction shall not apply to the easements and agreements granted in this Agreement or to the covenants set forth herein. This Agreement shall be given a reasonable construction so that the intention of the Parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out.

19. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding the easements created hereunder.

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

CITY OF PLAINWELL,
a Michigan municipal corporation

By: Richard Brooks
Richard Brooks, Mayor

and

By: Noreen A. Farmer
Noreen Farmer, City Clerk

CRA 200 ALLEGAN ST. LLC,
a Michigan limited liability company
By: Conestoga-Rovers & Associates, Inc.
Its: Sole Member

By: Wayne Bauman
Wayne Bauman
Its: Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on July 18, 2011, by Richard Brooks and Noreen Farmer, Mayor and City Clerk, respectively, of the City of Plainwell, a Michigan municipal corporation, who are personally known to me, and who appeared before me and acknowledged signing this document on behalf of the City.

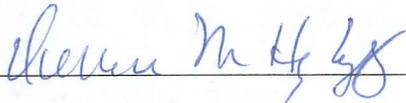
DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF ~~KENT~~
ALLEGAN

Denise M. Hazelrigg
Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on, July 18, 2011, by Wayne Bauman the Vice President of Conestoga-Rovers & Associates, Inc. the sole member of CRA 200 Allegan St. LLC, a Michigan limited liability company, who is either personally known to me or who presented his/her driver's license for identification, and who appeared before me and acknowledged signing this document on behalf of the Company.

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF ~~KENT~~ ALLEGAN



Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

Prepared by and after recording return to:
Ingrid A. Jensen, Esq.
Clark Hill PLC
200 Ottawa Ave NW, Suite 500
Grand Rapids, MI 49503

K:\Documents\Karen\CRA\Parking Area and Bridge Easement Agreement (3) v2.doc



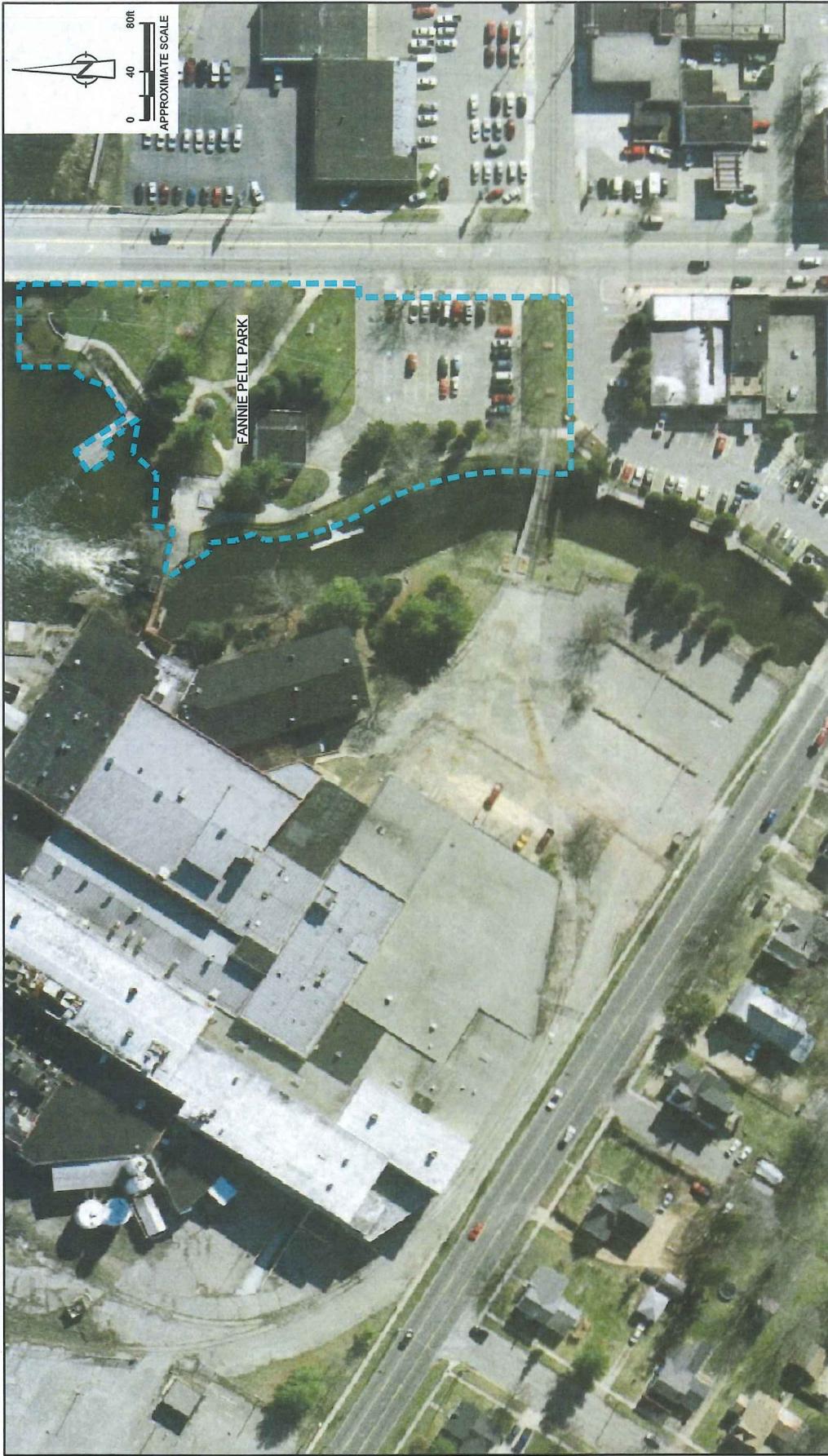
EXHIBIT A
CITY PROPERTY
PARKING AREA AND BRIDGE EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

SOURCE: NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP), ALLEGAN COUNTY YEAR 2010 MOSAIC PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), 2010.

LEGEND
 CITY PROPERTY BOUNDARY
 CRA PROPERTY BOUNDARY



37365-20(PRES011)GN-WA001 / APR 25/2011



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

— FANNIE PELL PARK



37366-20(PRES01)GNLWA002 APR 25/2011

EXHIBIT B
PARK PROPERTY
PARKING AREA AND BRIDGE EASEMENT AGREEMENT
FORMER PAPER MILL
Plainwell, Michigan

EXHIBIT B-2

The Park Property Legal Description

Land commonly known as Fannie Pell Park, described as: Beginning at the Northeast corner of Lot 21, Corporation Plat of the Village (now City) of Plainwell, as recorded in Liber 1 of Plats, Page 9, Allegan County Records; thence West along said North line of said lot, 137 feet, more or less, to an intermediate traverse line along the Mill Race; thence along said traverse line for the next 2 courses: North 00°-07'-25" East, 90.96 feet; thence North 17°-04'-27" West, 250.00 feet to an intermediate traverse line along the Kalamazoo River; thence along said traverse line for the next 4 courses: South 83°-15'-55" East, 65.00 feet; thence North 56°-48'-46" East, 85.00 feet; thence North 25°-16'-45" East, 80.00 feet; thence South 69°-28'-55" East, 50.00 feet, more or less, to the West right-of-way of North Main Street; thence South along said right-of-way, 424 feet, more or less to the North line of said Lot 21 and the place of beginning. Together with all land lying between both the intermediate traverse lines and the Kalamazoo River and Mill Race, respectively. Containing 1.55 Acres, more or less.

Note: The description for the area commonly known as Fannie Pell Park is for the purpose of a Brownfield Development Plan and was prepared without the benefit of a field survey.



SOURCE: IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

— CRA PROPERTY



EXHIBIT C
CRA PROPERTY
PARKING AREA AND BRIDGE EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

37366-20(PRES011)GN-WA003-APR-25/2011

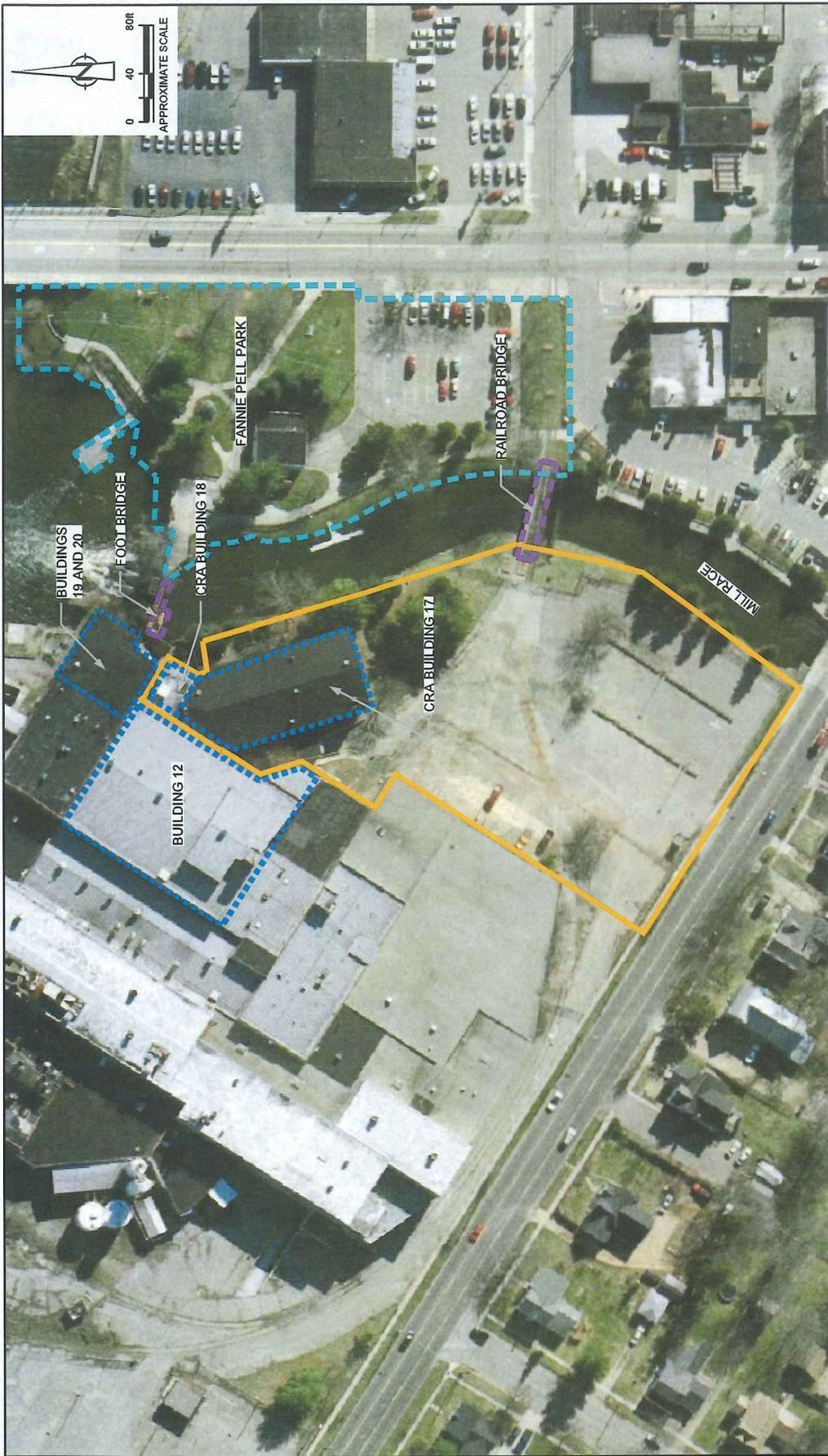


EXHIBIT D
LOCATION OF RELATIVE PROPERTY ELEMENTS MAP
PARKING AREA AND BRIDGE EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

SOURCE:
 IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

- CRA PROPERTY
- FANNIE PELL PARK



37365-20(PRES01)GN-WA004 APR 25/2011

EXHIBIT D-2

The Footbridge

Pedestrian bridge and its appurtenances lying 10.00 feet either side of the following described center line: Commencing at the East 1/4 post of Section 30, T. 1 N., R. 11 W., City of Plainwell, Allegan County, Michigan; thence North 57°-24'-39" West along the center line of Allegan Street (M-89), 454.61 feet; thence North 32°-35'-21" East, 33.00 feet to a point on the Northerly right-of-way of said Street being 25 feet, more or less, from the Westerly shore of the Mill Race; thence North 36°-40'-29" East, 159.32 feet; thence North 15°-18'-45" East, 38.82 feet; thence North 11°-12'-16" East, 68.75 feet; thence North 17°-55'-13" West, 125.91 feet; thence North 16°-42'-54" West, 141.81 feet; thence North 60°-50'-24" East, 3.78 feet to the corner of the face of a concrete retaining wall; thence North 8°-15'-07" East along the face of said retaining wall, 12.30 feet; thence continuing along the face of said retaining wall North 59°-05'-08" West, 3.96 feet for the place of beginning of the center line hereinafter described; thence North 30°-23'-18" East, 23.34 feet; thence South 70°-51'-32" East, 49.02 feet; thence South 71°-02'-36" East, 11.14 feet; thence South 43°-57'-17" East, 14.01 feet; thence South 81°-21'-51" East, 15.48 feet to the point of ending.

RECORDED

July 27, 2011 12:27:53

Line 3053 Page 181-182 LAST
FEE \$80.00



Liber 3533 Page 150 #2011014170

COMMON AREA EASEMENT AND PARTY WALL AGREEMENT

This Common Area Easement and Party Wall Agreement (this "Agreement") is entered into on July 18, 2011, and is by and between the CITY OF PLAINWELL, a Michigan municipal corporation, of 141 N. Main Street, Plainwell, Michigan, 49080 (the "City"), and CRA 200 ALLEGAN ST. LLC, a Michigan limited liability company, with registered offices at 14496 Sheldon Road, Suite 200, Plymouth, Michigan, 48170 ("CRA"). The City and CRA are sometimes together referred to herein as the "Parties" and individually as a "Party."

13

RECITALS

A. The City is the owner of a portion of the former Plainwell Paper Mill site located in the City of Plainwell, and Township of Gun Plain, Allegan County, Michigan, consisting of 34 acres, more or less, depicted on attached Exhibit A and legally described on the attached Exhibit A-2 (the "City Property").

B. The City owns certain buildings located on the City Property referred to herein as "Building 12," "Building 19," and "Building 20," together referred to as the "City Buildings."

C. The City is also the owner of certain property and improvements known as the Fannie Pell Park consisting of a public park and public parking area (the "Park Property"). A sketch of the Park Property is attached hereto as Exhibit B. The Park Property is located on the east side of the Mill Race.

D. CRA is the owner of a portion of the former Plainwell Paper Mill site located immediately adjacent to the east of the City Property, consisting of 2.09 acres, depicted on attached Exhibit C and legally described on the attached Exhibit C-2 (the "CRA Property").

E. CRA owns certain buildings located on the CRA Property referred to herein as "Building 17" and "Building 18," together referred to as the "CRA Buildings."

F. The main access from the Park Property to Building 18 is by way of a pedestrian footbridge that crosses over the Mill Race from the Park Property to the entrance of Building 18 (the "Footbridge"). The City intends on constructing the Footbridge and will own the Footbridge up to the point of the entrance to Building 18. Access from the Park Property to the CRA Property is also available via a footbridge to the south of the Footbridge known as the "Railroad Bridge."

07-26-11A11:36 RCVD

Law-Green

G. Attached as Exhibit D is a drawing showing the relative locations of the City Buildings, the CRA Buildings, the Park Property, the Mill Race, the Footbridge, and the Railroad Bridge.

H. Building 18 serves as an entryway that provides access to Building 12, Building 17, Building 19 and Building 20.

I. CRA intends on renovating and modifying the interior of Building 18 and, upon completion of construction, Building 18 will contain a lobby area, an elevator, a security system that permits limited access to Building 17 and the City Buildings, and public restroom facilities, of which may be located in Building 17 or Building 18 (the "Public Restroom"). Building 18, including the entryway from the Footbridge, the lobby area, the elevator and stairways, are collectively referred to herein as the "Common Entrance."

J. CRA acquired the CRA Property from the City on the date of this Agreement in accordance with that certain Development Agreement between the Parties dated March 23, 2010, including Amendments (the "Development Agreement").

K. Building 12 shares a common wall with the CRA Buildings and, in addition, Building 18 shares a common wall with Building 19 and Building 20.

L. Attached Exhibits C-2 and E contain drawings showing the shared common walls of the CRA Buildings and Building 12, Building 19, and Building 20 (collectively, the "Party Walls" or individually a "Party Wall").

M. This Agreement is executed in furtherance of the Development Agreement pursuant to which the Parties agreed that CRA would grant to the City a nonexclusive easement with regard to the Common Entrance for pedestrian access, ingress and egress to the City Buildings and the Public Restroom located in Building 17 or 18 for the benefit of the City and its officials, employees, guests and invitees.

AGREEMENT

In consideration of the mutual agreements and covenants stated herein, the Parties agree as follows:

1. Grant of Easement. CRA hereby grants to the City a nonexclusive easement for the benefit of the City, its officials, employees, invitees and guests, in and about the Common Entrance for access, ingress and egress to the Public Restroom and to the City Buildings (the "Easement").

2. Use of Easement. The City shall use the Easement solely for the purposes stated herein and for no other purposes without the prior written consent of CRA.

3. No Obstruction. CRA will not unreasonably obstruct, impede or interfere with the City's use of the Easement for the purposes set forth herein.

4. Rules and Regulations. CRA may impose reasonable rules and regulations with respect to the use of the Easement, which rules and regulations shall be consistent with practice and policies for similarly situated common areas in the City, and the City agrees to adhere and abide by such reasonable rules and regulations.

5. Codes and Keys. CRA shall provide to the City all required keys, codes and other access information to ensure that the Easement is open to the City and its designees.

6. Maintenance. Subject to reimbursement by the City, CRA shall be responsible for the operation, maintenance, repair and replacement of the Common Entrance and Public Restroom in a first class manner, consistent with other common areas for similarly situated first class real estate developments. Such maintenance services shall include without limitation all janitorial services, elevator service and repairs, main entrance doors, lighting, common area building envelope, directional signage, and any other repairs associated with the Common Entrance agreed to by both parties. All costs and expenses for same must be first approved by the City, which approval will not be unreasonably withheld. The City shall pay its proportionate share of the costs and expenses relating to the operation, repair and maintenance of the Common Entrance, including the Public Restroom. At the inception of this Agreement, the City's proportionate share shall be 50% of the total approved costs and expenses, it being acknowledged by the Parties that initially only the City and CRA will be using the Common Entrance. As the CRA Buildings and the City Buildings acquire additional occupants, tenants and owners, the Common Entrance will be used more frequently by persons other than the public or City officials, employees, agents, guests and invitees, and, as this occurs, a 50% allocation of maintenance costs to the City may not be equitable. The Parties therefore agree that upon request of either Party at any time, the Parties will work in good faith and use best efforts to adjust the maintenance cost allocation of the Common Entrance. This may include requiring the owners, occupant or tenants of any building using the Common Entrance to contribute to the maintenance costs. To the extent any damage costs are due to the negligent acts or omissions of a Party, the negligent Party shall be responsible for the full cost to repair the damage. If the cause of any damage is not certain, then the Parties shall pay their proportionate share of the costs of repair.

7. Party Wall Declaration. The Party Walls shared between Buildings 17 and 12, Buildings 18 and 12, Buildings 18 and 19 and Buildings 18 and 20, as shown on Exhibit E, are hereby deemed to be Party Walls in all respects.

8. Maintenance of Party Walls. The cost of maintaining the Party Walls shall be borne equally by the owners of either side of same.

9. Damage to Party Wall. In the event of damage to or destruction of a Party Wall from any cause, other than the negligence of either Party, the Parties shall, at joint expense, repair or rebuild the Party Wall. If either Party's negligence shall cause damage to or destruction of a Party Wall, such negligent Party shall bear the entire cost of repair or reconstruction. If either Party shall neglect or refuse to pay its share, or all of such costs in case of negligence, the other Party may have the Party Wall repaired or restored and shall be entitled to claim a lien on the property of the Party failing to pay for the amount of such defaulting Party's share of the repair or replacement costs. Such lien may be foreclosed in the same manner as mortgages in accordance with applicable Michigan law, including by action or advertisement.

10. Drilling Through Party Wall. Either Party shall have the right to break through the Party Wall for the purpose of installing, repairing or restoring utilities, subject to the obligation to restore such Party Wall to its previous structural condition at such Party's own expense.

11. Easement. Neither Party shall alter or change any Party Wall in any manner, interior decoration excepted, and the Party Walls shall always remain in the same location as shown on Exhibit E, and each Party to the Party Walls shall have a perpetual easement in that part of the property of the adjoining Party on which said Party Wall is located, for Party Wall purposes.

12. Liability Allocation. The City shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by CRA), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of the City, or the City's agents, employees, contractors, subcontractors or invitees, on the CRA Property. CRA shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by the City), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of CRA, or CRA's agents, employees, contractors, subcontractors or invitees, on the City Property.

13. Compliance with Laws/Applicable Law. The Parties agree to substantially comply in all material respects with all applicable federal, state and local laws, rules, regulations and requirements with respect to their respective property and with respect to their activities within the Easement. This Agreement shall be governed by the laws of the State of Michigan.

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

15. Disputes. In case of any dispute under this Agreement:

(a) The Party first seeking to address the dispute shall give written notice to the other Party detailing the basis for the position taken by that Party. The Party receiving that notice shall, within fourteen (14) days thereafter, respond in writing stating in detail the basis for its position.

(b) Representatives of the Parties shall, within fourteen (14) days after the exchange of the detailed position statements, meet to discuss and attempt to resolve the dispute.

(c) If the Parties are unable to resolve the dispute, the matter shall be resolved by arbitration. The arbitration shall be pursuant to the applicable Michigan Court Rules or other rules that the Parties mutually agree upon. The Parties shall mutually select as an arbitrator a person who by profession or experience has the expertise to understand and address the issue that is the center of the dispute. If the Parties cannot agree upon the selection of an arbitrator, the

matter shall be decided by a majority vote of a 3-member arbitration panel comprised of a member selected by each Party and a third member selected by those two panel members. Either Party may challenge the qualifications of any panel member. No person shall serve as an arbitrator who is an officer or employee or a member of any committee or board of either Party, who resides in the same household as any such person, who has a matter pending before either Party, or who is a Party or the employee of a Party to any contract with either Party.

(d) In any such dispute the prevailing Party shall, in addition to any other relief to which it may be entitled, be awarded its actual costs, including without limitation filing fees, discovery costs, reasonable attorneys' fees, expert witness fees, and any other costs incurred in connection with the dispute and resolution of same.

16. Transfer Tax Exemption. This Agreement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

17. Runs with the Land. The Easement and the rights and obligations set forth herein shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the City and CRA, and their respective successors and assigns.

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

City of Plainwell: Erik Wilson
City Manager
City of Plainwell
141 N. Main St.
Plainwell MI 49080

CRA: Wayne Bauman
CRA 200 Allegan St LLC
414 Davis Creek Ct
Kalamazoo MI 49001

Any Party may change the place for serving of notices upon it by ten (10) days prior written notice informing the other Party of the change in the address to which notices shall be sent and faxed.

19. Assignment. The Parties shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, "Transfer"), all or any part of their interest in their respective Property. Upon any such Transfer, the rights and obligations of this Agreement shall automatically pass to the Transferee. Upon a Transfer of the fee interest in all or a portion of the Property by deed, the transferring Party shall be relieved of obligations to

perform and liability to pay any sum due under this Agreement for maintenance or services rendered after the closing of the sale; but no such Transfer shall relieve a Party of any obligation to perform and liability for any sums owing on account of maintenance or services rendered prior to such sale; nor shall any such sale discharge any lien provided for in this Agreement.

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

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

22. Construction of Easement Agreement. The rule of strict construction shall not apply to the easements and agreements granted in this Agreement or to the covenants set forth herein. This Agreement shall be given a reasonable construction so that the intention of the Parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out.

23. Waiver of Default. No waiver of any default by any Party to this Agreement shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

24. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding the easements created hereunder.

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

CITY OF PLAINWELL,
a Michigan municipal corporation

By: Richard Brooks
Richard Brooks, Mayor

and

By: Noreen A. Farmer
Noreen Farmer, City Clerk

CRA 200 ALLEGAN ST. LLC,
a Michigan limited liability company
By: Conestoga-Rovers & Associates, Inc.
Its Sole Member

By: Wayne Bauman
Wayne Bauman
Its: Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on July 18, 2011, by Richard Brooks and Noreen Farmer, Mayor and City Clerk, respectively, of the City of Plainwell, a Michigan municipal corporation, who are personally known to me, and who appeared before me and acknowledged signing this document on behalf of the City.

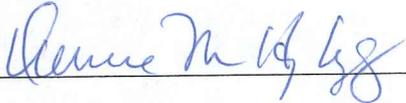
Denise M. Hazelrigg

Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF KENT
ALLEGAN

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on, July 18, 2011, by Wayne Bauman, Vice President of Conestoga-Rovers & Associates, Inc. the sole member of CRA 200 Allegan St. LLC, a Michigan limited liability company, who is either personally known to me or who presented his/her driver's license for identification, and who appeared before me and acknowledged signing this document on behalf of the Company.



DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF ~~KENT~~ ALLEGAN

Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

Prepared by and after recording return to:
Ingrid A. Jensen, Esq.
Clark Hill PLC
200 Ottawa Ave NW, Suite 500
Grand Rapids, MI 49503

K:\Documents\Karen\CRA\Common Area Easement Party Wall Agreement - Conestoga-Rovers Associates (3) - CRA revisions (2) ingrid 070311 v2 .doc

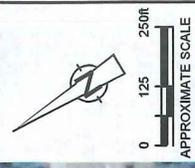


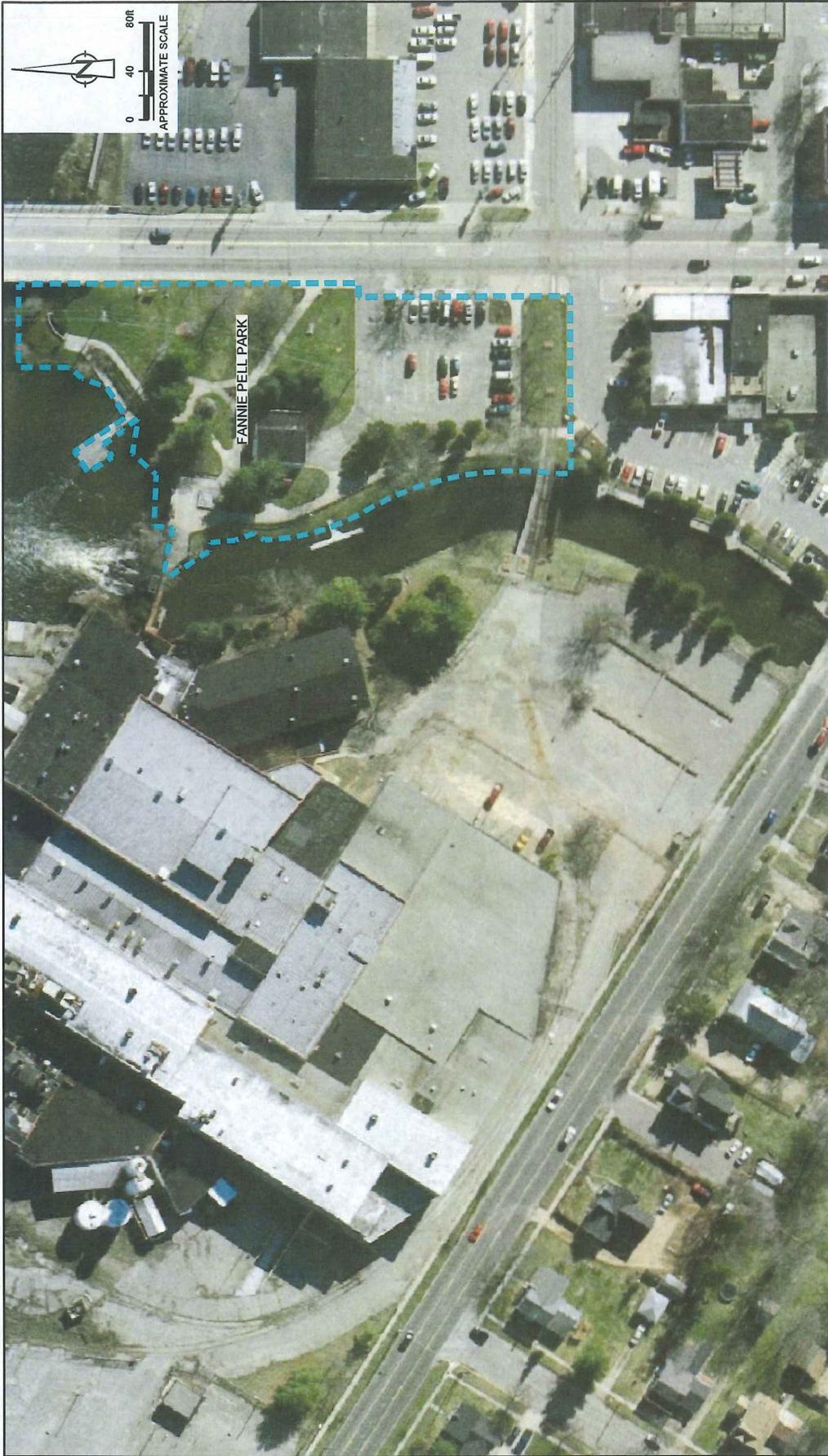
EXHIBIT A
CITY PROPERTY
AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

SOURCE: NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP), ALLEGAN COUNTY YEAR 2010 MOSAIC PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), 2010.

LEGEND
 CITY PROPERTY BOUNDARY
 CRA PROPERTY BOUNDARY



37366-20(PRES010)GN-WA001 APR 25/2011



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

— FANNIE PELL PARK



EXHIBIT B
PARK PROPERTY
AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

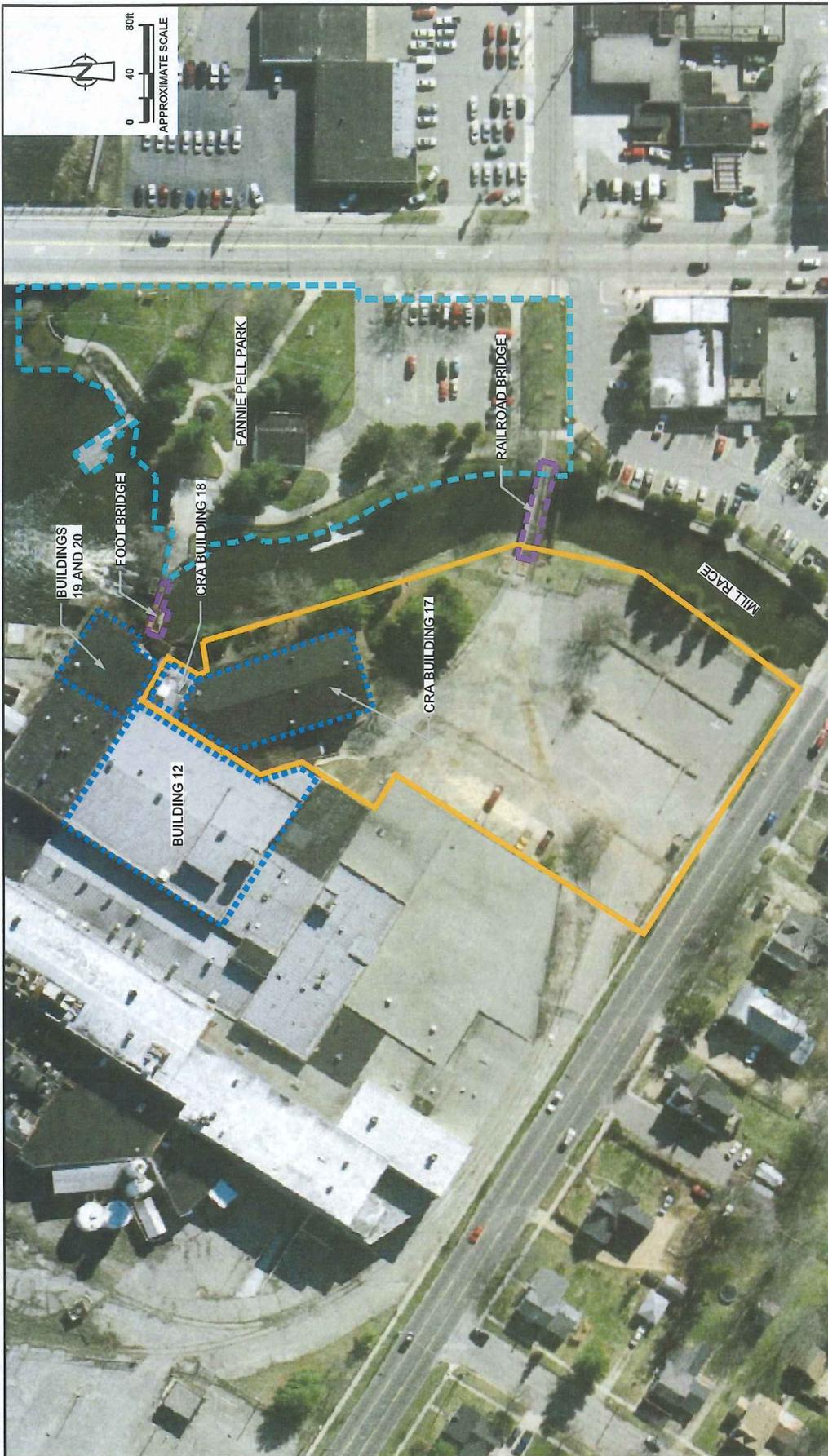
CRA PROPERTY



37366-20(PRES010)GN-WA003 APR 25/2011

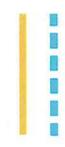
EXHIBIT C

**CRA PROPERTY
COMMON AREA EASEMENT AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan**



SOURCE: IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND
 CRA PROPERTY
 FANNIE PELL PARK



37366-20(PRES010)GN-WA004 APR 25/2011

EXHIBIT D
 LOCATION OF RELATIVE PROPERTY ELEMENTS MAP
 COMMON AREA EASEMENT AND PARTY WALL AGREEMENT
 FORMER PLAINWELL PAPER MILL
 Plainwell, Michigan



EXHIBIT E
LOCATION OF PARTY WALLS
COMMON AREA EASEMENT AND PARTY WALL AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

- LEGEND**
-  BUILDING 12 AND 17 PARTY WALL
 -  BUILDING 12 AND 18 PARTY WALL
 -  BUILDING 18, 19 AND 20 PARTY WALL

SOURCE:
 IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.



1. The City Grant of Easement.

(a) The City, as grantor, hereby grants and conveys to CRA, as grantee, a nonexclusive easement over, upon, under and across the existing and future parking lot and driveway areas of the City Property (the "CRA Easement Area").

(b) CRA shall use the CRA Easement Area only for the following uses and purposes:

(i) For access, ingress and egress to the CRA Property by CRA and its employees, agents, guests, invitees and tenants.

(ii) For utilities that service the CRA Property and the improvements and buildings thereon.

(iii) For other uses as CRA reasonably requests, so long as any such use does not interfere with the City's use of the City Property and the City consents in writing.

(c) The access route over and across the CRA Easement Area shall be reasonably agreed upon by the Parties during the term of this Agreement and may be modified from time to time as the City's uses of the City Property develop and change.

2. CRA Grant of Easement in Parking Area.

(a) CRA, as grantor, hereby grants and conveys to the City, as grantee, a nonexclusive easement over, upon, under and across the Parking Area (the "City Parking Area Easement").

(b) The City shall use the City Parking Area Easement only for the following uses and purposes:

(i) For parking limited to 24 spaces and for access, ingress and egress to the City Property by the City and its employees, agents, guests, invitees and tenants; provided, however, that the City will use best efforts to direct City employees, agents, guests, invitees and tenants to enter the City Property from Fannie Pell Park (and across the footbridge) such that the City Parking Area Easement serves as a secondary access to the City Property; and provided further that the City's use of the City Parking Area Easement for parking purposes is subject to CRA's reasonable and documented need for use of the Parking Area for its own purposes as the CRA Property is developed for other uses.

(ii) For utilities that service the City Property and the improvements and buildings thereon.

(iii) For other uses as the City reasonably requests so long as any such use does not interfere with CRA's use of the CRA Property and CRA consents in

writing. Such uses shall include but shall not be limited to public fairs, carnivals, festivals, and fresh food and farmer's markets.

3. CRA Grant of Easement Along Mill Race.

(a) CRA, as grantor, hereby grants and conveys to the City as grantee, a nonexclusive easement along the easterly twenty (20) feet of the CRA Property adjacent to the Mill Race extending from the southerly edge of the southern footbridge (the former railroad bridge) to the southeast corner of Building 17 (owned by CRA) then northwesterly between the Mill Race and the east face of CRA Buildings 17 and 18 to the retaining wall at the northern footbridge (the "Mill Race Easement Area," and together with the City Parking Area Easement and the CRA Easement Area, referred to herein collectively as the "Easement Areas" or individually as an "Easement Area"). The Mill Race Easement Area is shown on the attached Exhibit C.

(b) The City shall use the Mill Race Easement Area for access to the buildings and improvements located on the City Property, the pedestrian footbridges that extend from Fannie Pell Park to the CRA Property, and the retaining wall along the Mill Race, and for purposes of maintenance, repairs and replacements.

(c) The access route over and across the City Parking Area Easement shall be reasonably agreed upon by the Parties during the term of this Agreement and may be modified from time to time as CRA's uses of the CRA Property develop and change. The City shall be entitled to make improvements to the Mill Race Easement Area such as installing pavers and landscaping so that the Mill Race Easement Area is visually appealing and safe for pedestrian walkway provided that all improvements must be approved by CRA and CRA has first right to construct improvements consistent with City ordinances.

4. Use of Easements. The Easement Areas specified herein shall be used solely for the purposes stated herein, and for no other purposes without the prior written consent of the grantor of the Easement Areas.

5. Obstruction. The Parties agree not to unreasonably obstruct, impede or interfere with the other's use of the Easement Areas for the purposes set forth herein.

6. Rules and Regulations. The Parties may impose reasonable rules and regulations with respect to the use of the Easement Areas on their respective Properties and the Parties agree to abide by and adhere to such reasonable rules and regulations.

7. Maintenance.

(a) Each grantee is responsible for the maintenance, repair, and replacement of the Easement Area on such grantee's respective Property, except to the extent that such maintenance, repair or replacement is due to the negligent acts or omissions of the other Party, its employees, agents, contractors, subcontractors or invitees, in which event the other Party shall be responsible to pay for any such maintenance, repair or replacement. If the Party responsible to pay fails to do so, then the other Party shall be entitled to claim a lien on the failing Party's Property for the costs incurred. Such lien may be foreclosed in the same manner as mortgages in

accordance with applicable Michigan law, including both by action and by advertisement. If either grantee fails to maintain the Easement Area on its respective Property in a manner reasonably acceptable to the grantor, such grantor shall provide written notice to grantee explaining grantor's concerns and grantee's failures, and the matter shall be resolved in accordance with Paragraph 11 below.

(b) The Party performing the maintenance, repair, or replacement shall exercise every reasonable effort to minimize interference with the other Party's use of its Property, and shall promptly repair at its own expense any damage occasioned by such maintenance, repair, or replacement.

8. Liability Allocation. The City shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by CRA), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of the City, or the City's agents, employees, contractors, subcontractors or invitees, on the CRA Property or arising out of the City's use of the City Easement. CRA shall defend and assume responsibility for any and all liabilities, claims or damages (including legal fees and professional fees incurred by the City), in connection with the loss of life, personal injury or damage to property arising out of any occurrence, loss, or injury suffered by any person or any damage to property, caused by the negligent or intentional acts or omissions of CRA, or CRA's agents, employees, contractors, subcontractors or invitees, on the City Property or arising out of the use of CRA of the CRA Easement.

9. Compliance with Laws/Applicable Law. The Parties agree to comply with all applicable federal, state and local laws, rules, regulations and requirements with respect to their respective Property and with respect to their activities with the Easement Areas. This Agreement shall be governed by the laws of the State of Michigan.

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

11. Disputes. In case of any dispute under this Agreement:

(a) The Party first seeking to address the dispute shall give written notice to the other Party detailing the basis for the position taken by that Party. The Party receiving that notice shall, within fourteen (14) days thereafter, respond in writing stating in detail the basis for its position.

(b) Representatives of the Parties shall, within fourteen (14) days after the exchange of the detailed position statements, meet to discuss and attempt to resolve the dispute.

(c) If the Parties are unable to resolve the dispute, the matter shall be resolved by arbitration. The arbitration shall be pursuant to the applicable Michigan Court Rules or other rules that the Parties mutually agree upon. The Parties shall mutually select as an arbitrator a

person who by profession or experience has the expertise to understand and address the issue that is the center of the dispute. If the Parties cannot agree upon the selection of an arbitrator, the matter shall be decided by a majority vote of a 3-member arbitration panel comprised of a member selected by each Party and a third member selected by those two panel members. Either Party may challenge the qualifications of any panel member. No person shall serve as an arbitrator who is an officer or employee or a member of any committee or board of either Party, who resides in the same household as any such person, who has a matter pending before either Party, or who is a Party or the employee of a Party to any contract with either Party.

(d) In any such dispute the prevailing Party shall, in addition to any other relief to which it may be entitled, be awarded its actual costs, including without limitation filing fees, discovery costs, reasonable attorneys' fees, expert witness fees, and any other costs incurred in connection with the dispute and resolution of same.

12. Transfer Tax Exemption. This Agreement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

13. Runs with the Land. The easements and the rights and obligations set forth herein shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the City and CRA, and their respective successors and assigns.

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

City of Plainwell: Erik Wilson
City Manager
City of Plainwell
141 N. Main St.
Plainwell MI 49080

CRA: Wayne Bauman
CRA 200 Allegan St LLC
4141 Davis Creek Ct.
Kalamazoo MI 49001

Any Party may change the place for serving of notices upon it by ten (10) days prior written notice informing the other Party of the change in the address to which notices shall be sent and faxed.

15. Assignment. The Parties shall have the right to sell, convey, assign or transfer (whether by operation of law or otherwise) (collectively, "Transfer"), all or any part of their interest in their respective Property. Upon any such Transfer, the rights and obligations of this

Agreement shall automatically pass to the Transferee. Upon a Transfer of the fee interest in all or a portion of the Property by deed, the transferring Party shall be relieved of obligations to perform and liability to pay any sum due under this Agreement for maintenance or services rendered after the closing of the sale; but no such Transfer shall relieve a Party of any obligation to perform and liability for any sums owing on account of maintenance or services rendered prior to such sale; nor shall any such sale discharge any lien provided for in this Agreement.

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

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

18. Construction of Easement Agreement. The rule of strict construction shall not apply to the easements and agreements granted in this Agreement or to the covenants set forth herein. This Agreement shall be given a reasonable construction so that the intention of the Parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out.

19. Waiver of Default. No waiver of any default by any Party to this Agreement shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

20. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding the easements created hereunder.

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

CITY OF PLAINWELL,
a Michigan municipal corporation

By: Richard Brooks
Richard Brooks, Mayor

and

By: Noreen A. Farmer
Noreen Farmer, City Clerk

CRA 200 ALLEGAN ST. LLC,
a Michigan limited liability company
By: Conestoga-Rovers & Associates, Inc.
Its: Sole Member

By: Wayne Bauman
Wayne Bauman
Its: Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on July 18, 2011, by Richard Brooks and Noreen Farmer, Mayor and City Clerk, respectively, of the City of Plainwell, a Michigan municipal corporation, who are personally known to me, and who appeared before me and acknowledged signing this document on behalf of the City.

Denise M. Hazelrigg

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF KENT ALLEGAN

Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on July 18, 2011, by Wayne Bauman the Vice President of Conestoga-Rovers & Associates, Inc., the sole member of CRA 200 Allegan St. LLC, a Michigan limited liability company, who is either personally known to me or who presented his/her driver's license for identification, and who appeared before me and acknowledged signing this document on behalf of the Company.

DENISE M. HAZELRIGG
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES JUL 28, 2013
ACTING IN THE COUNTY OF ~~KENT~~ ALLEGAN



Notary Public,
State of Michigan, County of _____
Acting in Allegan County
My commission expires: _____

Prepared by and after recording return to:
Ingrid A. Jensen, Esq.
Clark Hill PLC
200 Ottawa Ave NW, Suite 500
Grand Rapids, MI 49503



EXHIBIT A
CITY PROPERTY
RECIPROCAL ACCESS EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

SOURCE: NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP) ALLEGAN COUNTY YEAR 2010 MOSAIC PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), 2010.

LEGEND

- CITY PROPERTY BOUNDARY
- CRA PROPERTY BOUNDARY





SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

— GRA PROPERTY



EXHIBIT B
CRA PROPERTY
RECIPROCAL ACCESS EASEMENT AGREEMENT
FORMER PAPER MILL
Plainwell, Michigan

37366-20(PRES012)GN-WA002 APR 25/2011



SOURCE:
IMAGE FILE RECEIVED FOR CITY OF PLAINWELL, MICHIGAN, AUGUST 18 2010.

LEGEND

- CRA PROPERTY
- - - CITY EASEMENT



37366-20(PRES012)GNJWA003 APR 26/2011

EXHIBIT C
CITY EASEMENT AREA
RECIPROCAL ACCESS EASEMENT AGREEMENT
FORMER PLAINWELL PAPER MILL
Plainwell, Michigan

Building Valuation Analysis : Please note that the values shared below were based off an estimated square footage of 9,800 square feet. The actual space of the upstairs is approximately 7,000 square feet, making the valuation based off of Kara's per square foot estimates \$315,000 to \$490,000.

Justin,

Attached are a few comparable properties to give you a sense of market value of the 200 Allegan Street building.

The average price is coming out at \$70/SF. The condominium office spaces are about the same on average per sf, but the low end is \$45/SF. By measuring the roof line on the GIS, I believe that each floor is around 9,800 SF in the subject building.

Based on the comps, the total value of the top floor could be between \$441,000 and \$686,000. I believe the majority (if not all) of the value is in the top floor, and the remaining floors are more of a liability to an owner as they are functionally obsolete/will be difficult to repurpose to a use other than storage.

The common area "building" doesn't really have a standalone value as there is no usable space beyond providing access to the buildings, and so it is already factored into the pricing above as its essential to the buildings.

I do believe the location and size of the space will make a sale potentially difficult. You should be ready for it to take a few years to transact with a buyer if you cannot work a deal with the event center.

Below is also a quick SWOT analysis to help with your evaluation prior to Monday's meeting. I hope to have the title commitment before the meeting. I will keep you posted.

Strengths:

- Beautifully designed top floor office space with an industrial / loft feel
- Top level is move-in ready condition for another user
- Abundance of storage options
- Mechanicals appear to be in good working order/newer boiler system
- Fully sprinklered building

Weaknesses:

- Restrooms are not up to current ADA codes for the top floor
- Floors 1 & 2 have very tight column spacing and low ceilings making it difficult for repurposing
- Masonry work needs to be addressed on the outside in some places

Opportunities:

- Protect shared common areas/utility lines between the buildings
- Control of adjacent users/occupants

Threats:

- Cost to retrofit the 1st & 2nd floors to an alternative use would be extensive
- May be hard to sell with the 1st & 2nd floors included with the sale
- Time on market to sell could be longer in a smaller community

Ideas: Look at condominium of third floor and selling without the basement and/or 1st, and 2nd floors if the city can find value in keeping those areas for storage. I think most other buyers might view those floors as a liability.

If you have any questions or need more information, please let me know.

Kara

Kara Schroer, CCIM

Partner | Senior Vice President

naiwwm.com

Main +1 269 353 0311

Direct +1 269 459 0435

Cell + 269 569 0953



NAI Wisinski of
West Michigan
COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

Standalone office

Property Address	SF	Sale Price	Price/SF	Date	Notes
9246 Portage Industrial Drive, Portage	13,200	\$745,000	\$56	10/19/2023	Tough location at the rear of an industrial park
246 E Kilgore Road, Portage	9,832	\$800,000	\$81	12/15/2024	Sat on market for two years
5830 Venture Park Drive, Kalamazoo	15,298	\$1,200,500	\$78	12/11/2024	quick sale; great location
6350 W KL Avenue, Kalamazoo	14,623	\$1,000,000	\$68	3/4/2022	sold under value to non-profit

Office Condomium Availabilities

Property Address	SF	Sale Price	Price/SF
107 W. Michigan - 1st/Basement	6,570	\$295,000	\$45
107 W. Michigan - 2nd floor	4,625	\$495,000	\$107
107 W Michigan - 3rd floor	4,390	\$195,000	\$44
107 W. Michigan 5th floor	4,665	\$399,000	\$86

\$56
\$81
\$78
\$68
\$45
\$107
\$44
\$86
\$71

\$71 Standalone Average
 \$70 Condo Average



“The Island City”

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: JoAnn Leonard, City Clerk
DATE: March 17th, 2025
SUBJECT: Compensation Commission Recommendations

SUGGESTED MOTION: No motion is necessary to accept the recommendation from the Compensation Commission.

To reject the wage increase: I motion to reject the Compensation Commission’s proposed increase in Council member annual pay and maintain pay at the current rate.

BACKGROUND INFORMATION: The work of the City Council is essential to the governance and well-being of the City of Plainwell, and their time and efforts should be fairly compensated for the responsibilities and duties they undertake. Special Meetings beyond the regular schedule are often necessary, and Council participation in these meetings requires additional time and effort.

ANALYSIS: The Compensation Commission met on March 17th, 2025 and offer the following recommendations:

- Increase City Council pay from \$1800/year (\$75 per meeting) to \$1920/year (\$80 per meeting)
- Maintain the Mayoral Stipend at \$1,000/year
- Provide compensation for each Special Meeting beyond five per year at the same rate as regular meetings

BUDGET IMPACT: There would be minimal impact on the budget. The recommended pay increase is \$120 per Councilmember, for a total cost of \$600 per year.

Compensation Commission Meeting Minutes
Plainwell City Hall Conference Room
March 17, 2025
2:00 PM

1. Call to Order:

Meeting was called to order at 2:00pm in the Plainwell City Hall Conference Room, located at 211 N. Main St., Plainwell MI 49080.

2. Roll Call:

Present: Sherry Pallett, William Parsons, Joseph Smith-Risk, Barabara Seekman and Molly Wright.

Absent: None

Also Present: Recording Secretary, City Clerk JoAnn Leonard

3. Minutes:

A motion by Pallett, supported by Smith-Risk, to approve the Minutes of the 04/10/2023 Compensation Commission meeting as presented. On voice vote, all in favor. Motion passed.

4. New Business:

Discussion took place about the current rate of pay for the Mayor and City Council members. The Commission reviewed other municipalities and their pay scales, and compared them to the City of Plainwell.

A motion by Risk-Smith, supported by Seekman, to raise the City Council pay from \$1,800 per year to \$1,920 per year, maintain the Mayor stipend at \$1,000 per year and to provide compensation for each Special Meeting beyond five per year of \$80, the same rate as regular Council meetings. On voice vote, all in favor. Motion passed.

5. Adjournment:

There being no further business, the meeting was adjourned at 2:25pm.

Minutes respectfully submitted by:
JoAnn Leonard
City Clerk



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: 3/18/25
SUBJECT: Solid Waste Haul Out

SUGGESTED MOTION: I make a motion to approve a payment of \$6,500 to H and K for hauling out our street sweeping debris, along with an estimated \$10,000 payment to Kent County landfill for disposal of the debris.

BACKGROUND INFORMATION: Street sweepings are considered hazardous waste and must go to a land fill. We have a contract to dump the sweepings at the landfill until the end of March, 2025. The cost of disposal (not including trucking) was \$10,102 in 2023. The trucking cost was \$6,429.12. This is all an estimate because waste is weighed for cost.

ANALYSIS: This is the only way to get rid of the street sweeping debris we collect each year. We call local trucking companies each time and ask their cost to haul. H and K kept the same price and are available to haul our waste before our deadline.

BUDGET IMPACT: Not a budgeted item.



"The Island City"

MEMORANDUM

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

TO: City Council/ Justin Lakamper, City Manager
FROM: Denise Siegel, Community Development Manager
DATE: March 13, 2025
SUBJECT: Mechanical/Cosmetic Repair for downtown Clock

SUGGESTED MOTION: I motion to approve the mechanical / cosmetic renovation of the downtown clock in the amount of \$10,780.

BACKGROUND INFORMATION: The Downtown Clock needs mechanical repairs and a facelift. For quite some time the clock has not been working properly. Since the clock is a featured item in our downtown the decision to fix and upgrade the cosmetic features on the clock was motioned by the BRA DDA TIFA Board to ask City Council for final approval for these repairs.

ANALYSIS: The mechanical/cosmetic repair includes the mechanical components, such as dial gears, new timepiece, master clock controller, junction box and related equipment. The cosmetic upgrades include LED's, four Lexan covers with bezels (the covers for the dial faces), and the additional installation needed for this work on site. Total combination renovation cost of \$10,780.

BUDGET IMPACT: The DDA Budget has \$18,000 in the budget for the clock repair.



POST CLOCK ORDER FORM

THE VERDIN COMPANY
 1118 PENDLETON ST. | SUITE 500 | CINCINNATI, OH 45202
 TOLL FREE: (800) 543-0488 | VERDIN.COM

DATE: March 12, 2025

SOLD TO: City of Plainwell
 CONTACT: Denise Siegel
 ADDRESS: 211 North Main Street
 CITY: Plainwell
 STATE: MI ZIP: 49080
 PHONE: (269) 207-7320 EMAIL: dsiegel@plainwell.org

INSTALL AT: City of Plainwell
 CONTACT: Robert Niewenhuis
 ADDRESS: 211 North Main Street
 CITY: Plainwell
 STATE: MI ZIP: 49080
 PHONE: (269) 207-7320 EMAIL: dpu@plainwell.org

		QTY.	NOTES
NEW POST CLOCK			
TWO-FACE	_____		
FOUR-FACE	_____		
COURTYARD	_____		
CUSTOM CLOCK			
CLOCK RESTORATION	<u>Mechanical and Cosmetic Restoration</u>	1	Includes new timepiece, dial gears, and clock hands; digital clock controller; new dials with Lexan covers and bezels with accent paint details; LED illumination system; and other related parts.
	<u>Courtyard Model 4N</u>		
DIAL FACE	_____		
CLOCK COLOR	_____		
ACCENT PAINTING	_____		
CUSTOM HEADER	_____		
BOTTOM PANEL SET	_____		
RAISED LETTERING	_____		
BRONZE PLAQUE	_____		
CUSTOM LIGHTING	_____		
GPS INTERFACE	_____		**New Controls Must Be Installed in NEMA Enclosure Near
TOWN CRIER CARILLON with SPEAKERS	_____ REMOTE CONTROL _____		Clock, this is outside of our scope and Customer Responsibility**
OTHER OPTIONS			
INSTALLATION	<u>Installation by Verdin</u>		Lead time for Verdin installation is approximately 30-45 days following shipment.
FREIGHT	<u>SHIPPING INCLUDED - FOB Destination</u>		See Terms & Conditions below regarding customer responsibilities for electrical wiring, foundation, offloading, hoisting equipment, etc.
EST. MANF. LEAD TIME	<u>Approx. 100 days from receipt of signed quote or PO, deposit, and approved drawings; lead times may vary depending on model purchased and Verdin production backlog.</u>		

All delivery dates subject to final acceptance by The Verdin Co. "X" Below To Accept Option Option Cost ****PRICING GOOD FOR 60 DAYS****

Option #1				SUBTOTAL (excluding tax)*	\$10,780.00
Option #2				EST. TAXES (actual taxes added to final invoice)	
Option #3				50% DEPOSIT DUE WITH ORDER*	\$5,390.00
Payment Information				BALANCE DUE UPON SHIPMENT*	\$5,390.00
Remit payment to: The Verdin Company, PO BOX 23129, Cincinnati, OH 45223-0129					
Purchaser responsible for sales tax, or must provide Verdin with tax exemption certificate.				*Add cost of accepted options to total purchase price and deposit.	

TERMS and CONDITIONS OF SALE

PURCHASE PRICE AND PAYMENT TERMS. Payment by Purchaser for the products specified on the Order Form (the Products) shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% deposit with Order, with the balance due upon shipment of the Products. Unless otherwise noted, Purchaser is responsible for sales tax, or must provide Verdin with a tax exemption certificate. Verdin will not begin production of Products until it has received the deposit.

CHANGE ORDERS. Verdin, in its discretion, may accept any additions, deletions, or changes to this Agreement without invalidating this Agreement, provided that such changes are authorized by a written change order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.

VERDIN INSTALLATION. If Purchaser engages Verdin to install the Products, Verdin shall provide the labor and equipment necessary to complete the installation, except that Purchaser shall provide at its own expense the following items and services: (1) electric power, wiring, and connections for all Products provided by Verdin in accordance with specifications furnished by Verdin (this includes all final connections to terminal strips, mounting of electrical panels, or splicing of wires); (2) concrete pad or foundation as specified by Verdin; (3) off-loading and safe storage of the Products at the job site until the agreed date for installation; (4) safe and secure access to the areas where the Products will be installed; (5) cranes, lifts, or hoists required to move or install the Products, including third-party operators of such equipment; (6) permits, licenses, or engineering stamps as required by local law or regulation.

ADDITIONAL INSTALLATION FEES. If Verdin cannot install the Products on the scheduled date of installation because Purchaser fails to provide any of the items or services for which it is responsible (see "Verdin Installation") or for any reason other than the failure of Verdin to provide the Products in accordance with the terms of this Agreement, then Purchaser shall be responsible for paying the additional costs incurred by Verdin resulting from such delay, including labor costs, travel expenses, equipment rental, and storage costs. If a Verdin service technician is required to return to the job site at a future date to complete the installation, Verdin shall charge the Purchaser an additional fee for the installation services.

DELIVERY AND STORAGE OF PRODUCTS. Upon approval of drawings, Verdin will provide Purchaser with an estimated ship date for the Products. If Purchaser requests that Verdin delay shipment of the Products more than 30 days beyond the estimated ship date, Verdin will store the finished Products and charge Purchaser a storage fee of \$250.00 per month, plus a \$500 logistics fee for loading/offloading and transporting the Products to and from storage. Upon placement of the Products in storage, Verdin will invoice Purchaser for the balance of the Purchase Price (less storage fees), which Purchaser agrees to pay within 30 days. Applicable storage charges will be added to Purchaser's final invoice when Products are shipped.

LIMITED WARRANTY. Verdin warrants each Product to be free from defects in materials and workmanship for three years following the installation, provided that it is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products upon examination of such Products by Verdin. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any damage caused by misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO LIABILITY FOR DAMAGES. VERDIN IS NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LATE FEE. Delinquent accounts that are unpaid for more than (45) days after issuance of a final invoice will bear interest at a rate of 1.5% per month, or 18% per year.

GOVERNING LAW. The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and supersedes all prior representations or agreements.

Purchaser _____

The Verdin Co. Pat Dochenetz (567) 231-6844

Signature _____

Signature _____

Order not binding until signed by authorized Verdin representative.

Title _____

Date _____

Date 3/12/2025

Please sign and return BOTH pages of the order form.

By e-mail to:
orderadmin@verdin.com

By regular mail to:
The Verdin Co.
1118 Pendleton St., Suite 500
Cincinnati, OH 45202
ATTN: Order Processing

**City of Plainwell
Resolution 2025-07**

A RESOLUTION TO APPROVE MDOT CONTRACT 25-5115

Present: _____

Absent: _____

At a regular meeting of the City Council for the City of Plainwell, held at City Hall in Plainwell, Michigan on March 24th, 2025 at 7:00pm;

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

WHEREAS, the City of Plainwell has been working with MDOT to plan and execute the paving of South Main Street from East Bridge Street to 102nd Avenue, including concrete pavement repair, sidewalk and permanent pavement markings, and all necessary related work; and

WHEREAS, the City of Plainwell wishes to enter into contract 25-5115 with MDOT to complete this project;

NOW THEREFORE BE IT HEREBY RESOLVED that the Plainwell City Council hereby approves MDOT Contract 25-5115 and authorizes the City Manager, Justin Lakamper, to execute the contract.

BE IT FURTHER RESOLVED that all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

ATTEST:

CITY OF PLAINWELL:

JoAnn Leonard, City Clerk

Bradley Keeler, Mayor

CERTIFICATION:

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Plainwell City Council, Allegan County, State of Michigan, at a meeting held on March 24, 2025, the original of which is on file in the City Clerk's office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1976, including in the case of a special or rescheduled meeting, noticed by posting at least eighteen (18) hours prior to the time set for said meeting.

JoAnn Leonard, City Clerk

DRAFT

STP

DA

Control Section	STUL 03000
Job Number	218415CON
Project	25A0387
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5115

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PLAINWELL, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Plainwell, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 6, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and paving along South Main Street from East Bridge Street to 102nd Avenue, including concrete pavement repair, sidewalk and permanent pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Above ground video survey, hot mix asphalt cold milling and paving for parking and permanent pavement markings along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

09/06/90 STPLS.FOR 3/6/25

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$385,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

- 7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

- 8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

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In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

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Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this 09/06/90 STPLS.FOR 3/6/25

contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PLAINWELL

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



March 6, 2025

EXHIBIT I

CONTROL SECTION	STUL 03000
JOB NUMBER	218415CON
PROJECT	25A0387

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$553,650	\$ 18,200	\$571,850

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$553,650	\$ 18,200	\$571,850
Less Federal Funds*	<u>\$385,000</u>	<u>\$ 0</u>	<u>\$385,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$168,650	\$ 18,200	\$186,850

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



“The Island City”

MEMORANDUM

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

TO: City Council
FROM: Amanda Kersten, HR / Interim Treasurer
DATE: March 21, 2025
SUBJECT: Employee Sick Leave Policy Amendment

SUGGESTED MOTION: I motion to approve Resolution 2025-08 as presented - amendment to the Employee Sick Leave Policy to comply with Michigan’s Earned Sick Time Act (ESTA).

BACKGROUND INFORMATION: The state of Michigan’s new Earned Sick Time Act (ESTA) went into effect Feb 21, 2025. While our current/previous sick leave policy largely met ESTA’s requirements, we have made a few revisions to ensure full alignment with the law.

Changes Include:

- All part-time employees will now accrue 1 hour of sick leave for every 30 hours worked.
- Accrual Timing – Leave accrual has occurred on monthly basis in the past but we will move to a per pay period accrual. This change allows employees earlier access to their earned time.

ANALYSIS: The overall structure of our sick leave policy remains the same, ensuring continued flexibility and support for employees.

BUDGET IMPACT: No impact

City of Plainwell

Resolution 2025-08

A RESOLUTION TO AMEND THE CITY OF PLAINWELL PERSONNEL POLICY SECTION D. SICK TIME

WHEREAS, the City of Plainwell personnel policy is to establish the sick time guidelines that pertains to employees; and

WHEREAS, effective February 21, 2025 the City wishes to amend Chapter VIII, TIME OFF - Section D, Sick Leave to read as follows:

The City of Plainwell is committed to supporting the health and well-being of its employees. This policy ensures compliance with the Michigan Earned Sick Time Act (ESTA).

Eligibility

This policy applies to all employees of the City of Plainwell, including full-time, part-time, and temporary employees, except as otherwise provided by law.

Sick Leave Accrual

- Full-time employees accrue 96 hours of sick leave annually (accrual rate of 3.70 hours per pay period), exceeding ESTA minimums.
- All other employees accrue sick leave at a rate of 1 hour per every 30 hours worked, in accordance with ESTA.
- Sick leave begins accruing on the employee's first day of employment.
- The benefit year will run from July through June.

Sick Leave Usage

Employees may use sick time for the following:

- The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- For the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee.

- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; and
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, regardless of whether the employee or family member has actually contracted the communicable disease.

The City strictly prohibits retaliation or discrimination against any employee for exercising their rights under this policy or under the Michigan Earned Sick Time Act.

Definition of a Family Member

- Biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- Grandparent.
- Grandchild.
- Biological, foster, or adopted sibling.
- Any other individual related by blood or affinity whose close association the employee is the equivalent of a family relationship.

Requesting Sick Leave

1. Unforeseeable Sick Leave: Employees must notify their supervisor before the start of their shift or as soon as practicable under the circumstances. The supervisor must also be contacted for each additional day of unexpected absence.

2. Foreseeable Sick Leave: Employees must make a good-faith effort to notify their supervisor at least **seven (7) days' notice** when the need for sick leave is foreseeable, such as scheduled medical appointments or planned treatments.
3. Employees must complete a Leave Request Form indicating use of earned sick time prior to foreseeable sick leave and upon return of unforeseeable sick leave and submit it with their timesheet.
4. For absences exceeding three (3) consecutive workdays, medical documentation may be required. Upon request, the employee must provide this documentation not more than 15 days after the employer's request. Out-of-pocket expense to the employee for this request shall be covered by the City. Covered expenses include copayments, provider fees for documentation, transportation costs directly related to obtaining required document, and any other related direct costs.
5. Sick leave may not be used in less than one (1) hour increments.
6. Sick leave must be recorded accurately on timesheets or payroll records.

All medical documentation and personal health information obtained in connection with sick leave requests will be maintained confidentially and separate from personnel files, in accordance with state and federal law.

Sick leave is to be used only as intended under this policy. Misuse of sick leave, including providing false information regarding the need for leave, or failure to follow notification requirements may result in disciplinary action, up to and including termination.

Carryover & Payout

- Unused sick leave will roll over each year, up to the maximum carry over of 1,000 hours for full-time employees and 100 hours for part-time employees.
- As of June 30, each year, sick time accumulation will be capped at 1000 hours. After the first payroll of each fiscal year, 50% of the value of any hours exceeding this cap will be calculated based on the employee's pay rate from the previous fiscal year and deposited into their 401a plan. Employees who are not eligible for or do not participate in the 401a plan will not accrue sick time beyond the 1000-hour limit and will not receive any payout for excess hours.
- Accrued and unused sick leave is not paid out upon separation from employment.
- Employees separated from employment with the City for more than 2 months will lose all accrued, unused earned sick time.

Compliance with State & Federal Laws

This policy will be administered in accordance with the Michigan Earned Sick Time Act (ESTA), the Family and Medical Leave Act (FMLA), and other applicable laws. If any part of this policy conflicts with state or federal requirements, those laws will take precedence.

Employees have a right to file a complaint if they believe their rights under ESTA have been violated.

For questions regarding this policy, employees should contact Human Resources.

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

JoAnn Leonard, City Clerk

CERTIFICATION

As the City Clerk of the City of Plainwell, Allegan County, Michigan, I certify this is a true and complete copy of a resolution adopted by the City Council at its regular meeting held on March 24, 2025, held in compliance with the City Charter and applicable state laws.

JoAnn Leonard, City Clerk

KE



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

February 2025

Prepared by Director Kevin Callahan

Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	February	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	2
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	4	14
PROPERTY CRIMES			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	0	1
2300	Larceny	2	6
2400	Motor Vehicle Theft	0	0
2500	Forgery/Counterfeiting	1	1
2600	Fraudulent Activities	2	3
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	2	4
3500	Violation of Controlled Substances Act	1	1
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	0
3800	Family Offenses	2	3
4100	Liquor Violations	0	0
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	0
5000	Obstructing Justice	2	4
5200	Weapons Offenses	1	1
5300	Public Peace	5	8
5400	Traffic Investigations - Any Criminal Traffic Complaints	1	3
5500	Health and Safety	11	21
5600	Civil Rights	0	0
5700	Invasion of Privacy	3	5
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	3	5
9200	Civil Custody	1	3
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	3	11
9400	False Alarm Activation	4	6
9500	Fires (Other than Arson)	1	1
9700	Accidents, All Other	4	5
9800	Inspections, Unfounded FIRS	0	0
9900	General Assistance (All Except Other Police Agencies)	68	145
9911 & 9912	General Assistance (Other Police Agencies)	59	123
FIRS	Medical First Responder	43	80

Plainwell Department of Public Safety

Complaints/Activities for February 2025

ARRESTS

CUSTODIAL ARRESTS	6	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	8	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	10	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	11	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	1	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	9	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	5	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	36	

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	4	<i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i>
PATROL INITIATED COMPLAINTS	219	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	223	

OTHER ACTIVITIES

MOTORISTS ASSISTS	9	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
PROPERTY INSPECTIONS	0	<i>Checks of homes or business specifically requested by a home or business owner.</i>
MOTOR VEHICLE ACCIDENTS	5	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	1,057	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	6	<i>The number of business' found unlocked or unsecured.</i>

Plainwell Department of Public Safety

Scheduled Hours By Activity for February 2025

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

Total Hours

Percentage of Total Hours

TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

1,031

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

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

53

5.19%

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

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

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

229

22.25%

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

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

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

373

36.18%

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

TOTAL UNOBLIGATED PATROL HOURS

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

375

36.38%

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

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

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

656

63.62%

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



February Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to **59** calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as Priority 1 Assists.

Fire Suppression/Call-Out Incident Report

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions Taken	Apparatus	PSO	POC
01/29/2025	12:05	12:10	1005 Wedgewood	EMS Call	Emergency Medical Services	S62	3	3
02/02/2025	07:23	07:25	525 Union St	Medical Assist	Emergency Medical Services, Provide Manpower	C6	1	4
02/03/2025	19:20	19:23	1064 S Stoneridge Dr	EMS Call	Emergency Medical Services	C5	1	2
02/03/2025	21:32	21:35	653 W Bridge St	EMS Call	Emergency Medical Services	C5	1	2
02/06/2025	00:36	00:36	101 S Main St	Vehicle Crash	Dispatched & Cancelled	0	1	1
02/11/2025	01:27	01:35	717 Benhoy, Apt. G	EMS Call	Emergency Medical Services	C4, S62	2	2
02/13/2025	04:07	04:18	US 131 NB 53 MM	Vehicle Accident	Provide First Aid & Check for Injuries, Provide Manpower, Control Traffic	C6, E11, T63	2	3
02/14/2025	12:44	12:49	Plainwell High School	EMS Call	Emergency Medical Services	C3, S62	1	2
02/14/2025	23:26	23:36	636 Glenview Dr	EMS Call	Emergency Medical Services	S62	0	4
02/18/2025	12:53	12:54	691 W Bridge St	Fire Alarm	Investigate	C3, C6	2	3
02/20/2025	01:07	01:08	403 N Main St	EMS Call	Provide Basic Life Support	C5, S62	1	2
02/22/2025	23:26	23:29	879 106 th Ave	Possible House Fire	Cancelled Enroute	C5	1	0

Calls for Service at Plainwell Schools

Plainwell High School: 9
684 Starr Road

Gilkey School: 1
707 S. Woodhams Street

Plainwell Middle School: 0
720 Brigham Street

Starr Elementary: 0
601 School Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 1
798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Ordinance Report

We had 6 Ordinance Complaints.

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

- (1) - Fail to Maintain Sidewalk-Ice/Snow
- (3) - Unlicensed Vehicles
- (1) - Junk Auto Removal per Complex
- (1) - Litter/Garbage Piles

Water Renewal

Superintendent: Bryan Pond

February 2025



Significant Department Actions and Results

Started the new asset management software program.
Sent grit pump out to get rebuilt.
Painting the piping in the secondary building.

Pending Items (including CIP) FY 24/25

Hydronic Loop Addition

Odor Control Study

Repair Sewer Manhole Michigan St

CIP Sewers Washington, Kester, Glenview

HACH DR 3900 Phosphorus test equipment

Expenditure Summary/Issues

(budgeted)

(completed)

\$10,000

\$10,000

\$20,000

62,000

\$10,000

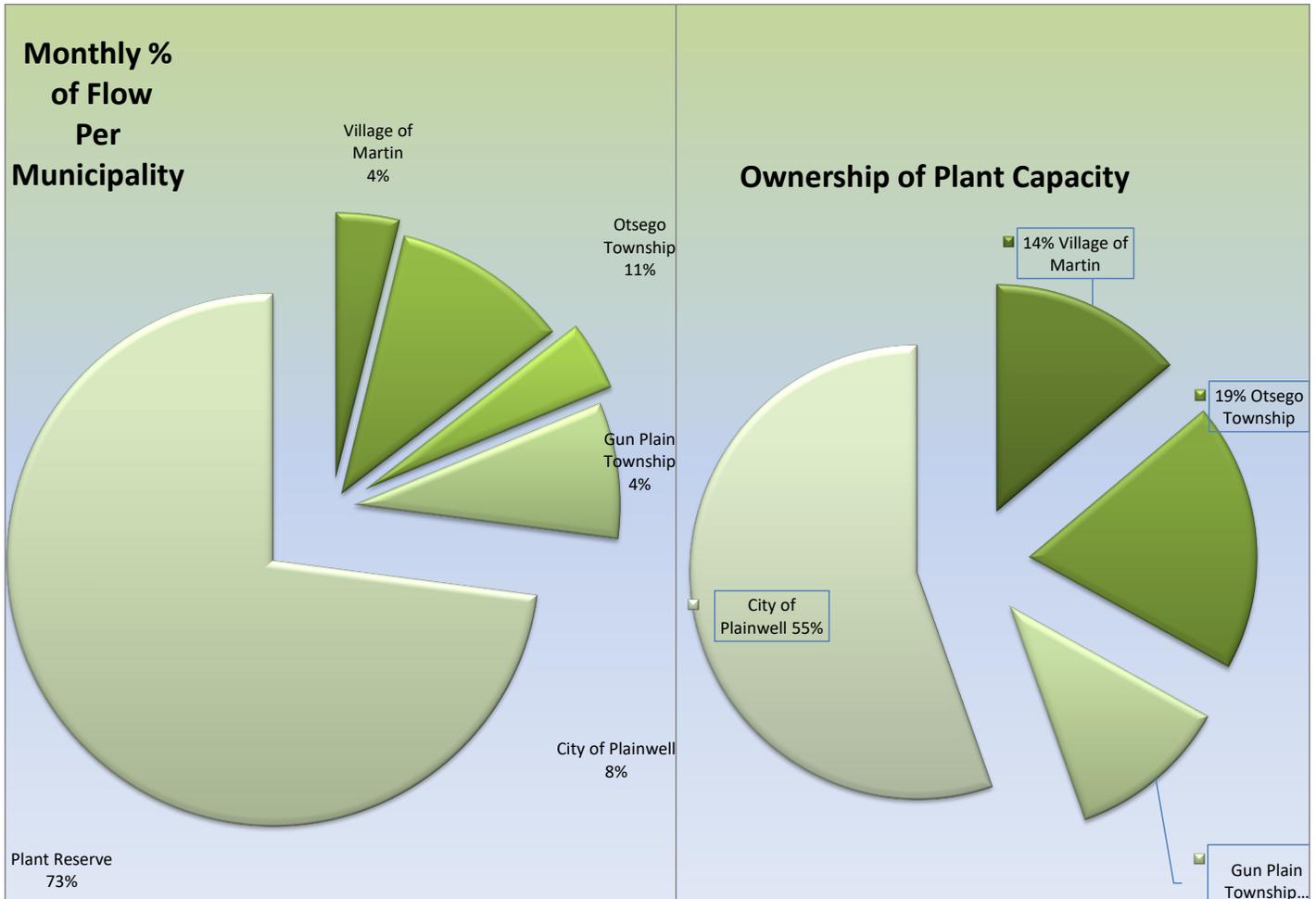
x

\$112,000

Monthly Flow Data

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

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
Village of Martin	810,497			
Gun River MH Park	566,000			
US 131 Motor Sports Park	0			
Total:	1,376,497			
AVG. DAILY:	47,465	180,000	74%	14%
Otsego Township	Total: 3,917,305			
AVG. DAILY:	135,079	250,000	46%	19%
Gun Plain Township	1,076,000			
Ridderman Gas Station	15			
USA Earthworks	2,000			
North Point Church	2,000			
North 10th Street	280,358			
Gores Addition	178,000			
TOTAL	1,538,373			
AVG. DAILY	6,138	150,000	96%	12%
City of Plainwell	Total: 3021185			
AVG. DAILY:	107899.48	720,000	85%	55%
Avg. Daily Plant Flow from entire service district				
	0.34			



State Required Reporting Compatible Pollutants

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

25 mg/l	15	16.39
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This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.

TOTAL SUSPENDED SOLIDS (TSS):

30 mg/l	15	14
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Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.

PHOSPHORUS (P):

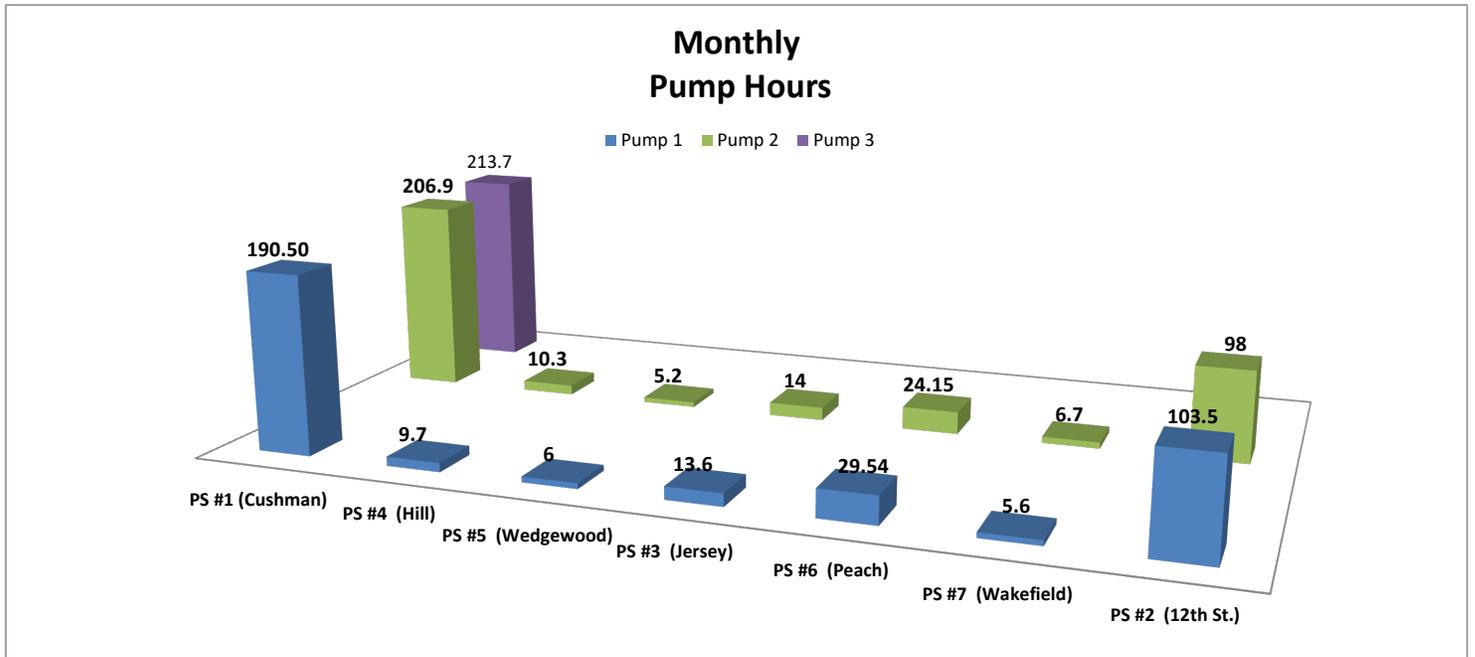
1.0 mg/l	0.45	0.40
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Controlling phosphorous discharges is a key factor in preventing eutrophication of surface waters. Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases in algal blooming, causing excessive plant growth which depletes dissolved oxygen in the river which is necessary for aquatic life to survive.

Total Coliform (COLI):

200counts/ml	50	1
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A group of bacteria found in soil, on vegetation and in large numbers in the intestine of warm-blooded animals, including humans. Water is not a natural medium for coliform organisms and their presence in water is indicative of some type of contamination.



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

Minutes
Plainwell DDA, BRA, and TIFA
February 11, 2025

1. Call to Order: Meeting was called to order at 7:30 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call:
Members Present: Randy Wisnaski, Nick Larabel, Adam Hopkins, Cathy Green, Justin Lakamper, Kevin Seckel, Jim Turley
Excused: Paul Rizzo
4. Approval of Minutes from 01/14/24: **A motion was made by Green to approve the minutes and place on file, seconded by Wisnaski.**
5. General Public: None
6. Chairman's Report: Larabel, BRA Chair, asked SME, a consulting/engineer company to speak with the board at the March meeting on Brownfield initiative's and opportunities. Also, Larabel asked for a proposal from them to look at the Brownfield Plan and provide support.
7. BRA Action Items
 - A. **Mill Updates:** Lakamper, City Manager provided updates on the 3 Developers interested in the Mill Site and potential Napa Designs.
 - B. **Motion to accept accounts payable for January of \$6,015.14 was made by Green and seconded by Turley. All in favor vote. Motion passed.**
8. DDA Action Items
 - A. **Downtown Clock: A motion to accept the Combination Renovation of the clock at \$10,780 was made by Seckel and seconded by Green. All in favor. Motion passed.**
 - B. RFP Discussion for Architectural Designs for Hicks Park/Brooks Plaza was reviewed. **A motion was made by Larabel and seconded by Green to move forward with the Request for Proposal. All in favor Vote. Motion Passed.**
 - C. **Motion to accept accounts payable for January of \$653.54 was made by Larabel and seconded by Turley. All in favor vote.**
9. TIFA Action Items
 - A. **Motion to accept accounts payable for January of \$1,972.77 was made by Green and seconded by Larabel. All in favor vote. Motion carried.**
9. Communications: 12/23 & 1/13/25 Council Minutes and the Financial Report/Summary as of 1/31/2025
10. Public Comments: Terry Pickett, 124 Floral, commented that it is very hard to hear the council/board members from the audience and asked if we could work on a solution.
11. Staff Comments: Updates were given by Siegel on sign improvements at the Industrial Park, setting up meetings with the Industrial Park businesses; upcoming events. Lakamper mentioned the sale of the final sale of the 28 acres in the Industrial Park.
12. Member Comments: Turley commented on how the bad the roads are in the Industrial Park and concern for the roads as new businesses are being added. Hopkins commented on seeing lights on at William Crispe, he was assured the property had sold.
13. Adjournment: **Meeting adjourned at 8:53 a.m.**

**MINUTES
CITY OF PLAINWELL
PARKS & TREES COMMISSION
February 13th, 2025**

1. Matthew Bradley called the meeting to order at 5:03 PM.
2. Roll Call: Present: Matthew Bradley, Bunny LaDuke, Shirley DeYoung, Cory Redder and Public Works Superintendent Bob Nieuwenhuis. Absent: Council Member Brad Keeler and Marsha Keeler.
3. Approval of Minutes:
Shirley moved to accept and place on file the minutes of January 16, 2025. Cory Redder supported the motion. On voice vote, motion carried unanimously.

4. Parks:
Bob reported that:
 1. We have lots of snow
 2. There was a snowball softball event in Kenyon Park over the weekend they left a mess so Bob reached out to them.
They will clean up after themselves next year.

Sherwood Park Maintenance Report – Shirley DeYoung
Shirley reported that there was nothing to report.

Pell Park Maintenance Report – Marsha Keeler
Marsha was absent so nothing to report.

Hicks Park Maintenance Report – Matthew Bradley
Matthew reported that there was nothing to report.

Cook Park Maintenance Report – Cory Redder
Cory reported that there was nothing to report.

Kenyon Park Maintenance Report – Bob Nieuwenhuis
Bob/Brad reported that there was nothing to report.

Darrow Park Maintenance Report – Bunny LaDuke
Bunny reported that there was nothing to report.

Riverwalk, Band Shell & CBD Maintenance Report – Cory Redder
Cory reported that there was nothing new to report.

5. New Business:
 - A. Pollinator garden
At our last meeting it was decided that we would talk about the ideas to have a pollinator garden. There was a small discussion and it was decided that we would propose to put it in front of the DPW/WR building with a new sign. We will be discussing the plants, the design and get a price to take to council for an approval. Hopefully we can get it done this spring/summer.
 - B. Park Clean Up Day:
At the last meeting we talked about doing a spring cleanup day instead of the flower planting day. There was a small discussion and a few ideas about letting the school know in case there were kids that wanted to get there community service done. We will just start on one park this year and see how it goes for the future. This year we will start with Hicks Park. We will need to come up with a date depending on the weather.
 - C. Suggested quarterly meetings instead of monthly:
At the last meeting it was suggested that we go from monthly meetings to quarterly. It was discussed in this meeting and it was decided to keep our monthly meetings unless we don't have anything for an agenda then we would cancel but that would be a case by case decision.

6. Open Business:

A. Arbor Day:

There was a small discussion about honoring E.J. Hart for this year's Arbor Day. Bunny had reached out to the library and they are very much on board with partnering with the City for this. Cheryl also talked to Joe at the library and the date is April 25, 2025 he will talk to his staff and figure out what time will work. Cheryl will reach out to E.J.'s family and see if they are good with this. We also want to order a plaque to be placed at the library and just add names each year of those who we will honor. There will be more information coming soon.

7. Public Comments:

Terry Pickett came to the meeting and had suggested that if we had quarterly meetings instead of monthly it would make the quarterly meetings a lot longer just to catch up.

8. Staff Comments:

None.

9. Chairman's Report:

None.

10. Commissioners' Comments:

None.

11. Items for Next Agenda:

Arbor Day and the pollinator garden cost/plan/design ideas.

12. Next Meeting:

The next meeting will be Thursday, March 13th 2025 at 5 PM.

13. Adjournment:

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

There being no further business, the meeting adjourned at 6:05 PM.

Minutes Respectfully Submitted,
Cheryl Pickett

03/20/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 03/07/2025 - 03/20/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	734871	DPW - TRUCK 3 BLACK PAINT/OIL DRY CP	66.45
	735197	DPW - LEAF TRUCK #3 ALTERNATOR/CORE DEPOSIT AB	263.62
	735222	DPW - ULTRA BLACK/CORE DEPOSIT TRUCK 3 ALTERNATC	(29.74)
	735255	DPW - AIR FILTER/OIL FILTER(2) TRUCK 3 AS	97.87
	735316	DPW - OIL PAN GASKET TRUCK 3/BUTT CONNECTORS(4))	81.36
	735321	DPW - BRAKE CLEAN(12)/GASKET SEAL SHOP AS	59.27
	735389	DPW - OIL DRY(6) SHOP AS	82.74
	735572	DPS - WINDSHIELD WASHER SOL JW	3.79
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			625.36
000009	CONSUMERS ENERGY		
	2025.2 2	CITY WIDE ELECTRIC FEBRUARY 2025	4,591.43
TOTAL FOR: CONSUMERS ENERGY			4,591.43
000010	RIDDERMAN & SONS OIL CO INC		
	186100	DPW - 506GL 30-#2 DYED DIESEL CP	1,196.47
	186101	DPW - 417GL 5-87 REG 10% ETHANOL GASOLINE CP	908.32
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			2,104.79
000014	MICHIGAN GAS UTILIITIES CORP		
	5400460928	DPW BUILDING GAS SERVICE FEBRUARY 2025	742.04
	5400508510	CITY HALL GAS SERVICE FEBRUARY 2025	241.60
	5400631269	WR PLANT GAS SERVICE FEBRUARY 2025	3,231.54
	5401247137	WR - CUSHMAN ST GAS SERVICE FEBRUARY 2025	88.37
	5401297321	DPS BUILDING FEBRUARY 2025	834.99
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP			5,138.54
000035	APPLIED INNOVATION		
	2769946	CITY HALL COPIER CHARGES 2/13 - 3/12/2025	175.34
TOTAL FOR: APPLIED INNOVATION			175.34
000046	EMERGENCY VEHICLE PRODUCTS		
	S0020399	DPS - CAR #1 WIRING ISSUE/REPLACE FUSE HOLDER KC	325.00
TOTAL FOR: EMERGENCY VEHICLE PRODUCTS			325.00
000138	AMERICAN OFFICE SOLUTIONS		
	38731787	DPS - COPIER LEASE/USAGE FEBRUARY 2025 KC	167.92
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			167.92

000153	FLEIS & VANDENBRINK INC		
	72784	FEBRUARY 2025 PROFESSIONAL SERVICES WRP/IPP CONS	650.00
TOTAL FOR: FLEIS & VANDENBRINK INC			650.00
000155	BRAVE INDUSTRIAL FASTENER		
	173648	DPW - WELD WIRE CO	37.88
	84425	DPW - OXYGEN 200 AB	66.85
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			104.73
000164	ETNA SUPPLY CO INC		
	S106137206.001	DPW - HYDRANT GASKETS(3) S MAIN WK	61.50
	S106139471.001	DPW - PIT METER COVERS(2) STERLING ST WK	79.04
TOTAL FOR: ETNA SUPPLY CO INC			140.54
000233	PEERLESS-MIDWEST INC		
	83393	DPW - REPAIRS WELL #7/INSTALL NEW OUTPUT CARD/SI	2,767.00
	83394	DPW - EVALUATE FAULTY CARD IN MCCROMETER METER	640.00
TOTAL FOR: PEERLESS-MIDWEST INC			3,407.00
000488	NATIONAL FLAG COMPANY		
	232374	DPW - MEMORIAL DAY FLAGS 2025/2026 CP	3,010.42
TOTAL FOR: NATIONAL FLAG COMPANY			3,010.42
000684	BRONNER'S		
	INV55606	DPW - WIRE FOR CHRISTMAS DISPLAYS CP	557.01
TOTAL FOR: BRONNER'S			557.01
000760	ALLEGAN COUNTY SHERIFFS DEPT		
	2025.1	DPW - JANUARY 2025 SHERIFFS CREW ASSIST CP	221.00
TOTAL FOR: ALLEGAN COUNTY SHERIFFS DEPT			221.00
000885	KENDALL ELECTRIC INC		
	S115237979.002	DPW - TEMPLATE/ANCHOR BOLT LIGHT POLE REPLACEMI	81.48
TOTAL FOR: KENDALL ELECTRIC INC			81.48
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP		
	2025.01/02	DPS DRY CLEANING JAN/FEB 2025 RB	115.50
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			115.50
002002	USABUEBOOK		
	INV00641438	WR - ELECTRODE/EPOXY LK	406.60
TOTAL FOR: USABUEBOOK			406.60
002116	CHARTER COMMUNICATIONS		
	005582801030125	CITY HALL INTERNET/TV/PHONE MARCH 2025	506.42
	005583601030125	DPW/WR INTERNET MARCH 2025	149.99

TOTAL FOR: CHARTER COMMUNICATIONS			656.41
002368	ORTON, TOOMAN, HALE, MCKOWN & KIEL		
	2025.02	DPS - FEBRUARY 2025 PROFESSIONAL SERVICES KC	150.00
TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL			150.00
002662	BOATLIFTANDDOCK.COM		
	21594	DPW - DOCK/KAYAK LAUNCH DARROW PARK JL	6,148.80
TOTAL FOR: BOATLIFTANDDOCK.COM			6,148.80
002703	CONTINENTAL LINEN SERVICES INC		
	4147924	DPW RUGS	83.59
	4147925	WR RUGS	32.02
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			115.61
002733	FIXALL ELECTRIC MOTOR SERVICE INC		
	INV-41932	WR - GRIT PUMP REBUILD BP	6,629.78
TOTAL FOR: FIXALL ELECTRIC MOTOR SERVICE INC			6,629.78
002740	STATE OF MICHIGAN		
	551-653487	DPS - SOR FEES FEBRUARY 2025	30.00
TOTAL FOR: STATE OF MICHIGAN			30.00
004190	WATERSOLVE LLC		
	10312	WR - 1 465LB DRUM SOLVE 137 LK	1,200.00
TOTAL FOR: WATERSOLVE LLC			1,200.00
004221	R.W. LAPINE INC		
	50087618	WR - CUSHMAN DUCT REPLACEMENT BP/LK	4,970.00
	50087619	WR - CUSHMAN EXHAUST FAN REPLACEMENT BP/LK	6,406.00
TOTAL FOR: R.W. LAPINE INC			11,376.00
004241	GHD SERVICES INC		
	340-0141125	JANUARY 2025 UTILITIES/Common Area Maintenance	2,601.15
TOTAL FOR: GHD SERVICES INC			2,601.15
004837	MUNIWEB		
	55871	FEBRUARY 2025 WEB HOSTING/RES SCHEDULING DS	250.00
TOTAL FOR: MUNIWEB			250.00
004855	PLAINWELL ACE HARDWARE		
	19127	WR - GFCI RECEPT LK	25.99
	19159	DPW - BOX MOUNT/3/8" AC CONN DR	3.98
	19160	DPW - SLIP HOOK(2)/SLIP HOOK CLEVIS(2) LEAF TRUCK A	33.96
	19163	DPW - AAA BATTERIES OFFICE DR/CP	21.99
	19170	DPW - PUSH BROOM HANDLE DR	9.99
	19197	DPW - BUNGEE CORD SHOP AB	2.39

	19204	DPW - PUTTY KNIFE(2_ SHOP AS	17.98
	19218	DPW - RUBBER TARP STRAPS(5) TRUCK 15 AS	13.15
TOTAL FOR: PLAINWELL ACE HARDWARE			129.43
004858	FERGUSON WATERWORKS		
	0217680	DPW - 6' CLAMP FOR MAIN BREAKS CP	386.71
TOTAL FOR: FERGUSON WATERWORKS			386.71
004886	REPUBLIC SERVICES		
	0249-008479858	CITY WIDE RECYCLE FEBRUARY 2025	4,799.06
TOTAL FOR: REPUBLIC SERVICES			4,799.06
004894	ASCENSION MI EMPLOYER SOLUTIONS		
	564384	ADMIN - DOT PHYSICAL/COC JG AK	125.00
TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS			125.00
004902	BLOOM SLUGGETT PC		
	26203	FEBRUARY 2025 PROFESSIONAL SERVICES JL	2,431.25
TOTAL FOR: BLOOM SLUGGETT PC			2,431.25
005012	UNITED BANK		
	2025.03.07 3:40	ACH FEES UB PRENOTE	7.00
	2025.03.10	WIRE FEE - GRANT SRT BODY CAMS DPS	12.00
	2025.03.12	UNITED ACH FEE PAYROLL	7.00
	2025.03.14 10:25	ACH FEE UB PAYMENTS	7.00
	2025.03.18	UNITED ACH FEE OLD ORCHARD BOND ADMIN FEE	7.00
TOTAL FOR: UNITED BANK			40.00
005015	CHECKALT-KLIK		
	226019	ELOCKBOX FEES FOR FEBRUARY 2025	139.40
TOTAL FOR: CHECKALT-KLIK			139.40
005047	STAPLES, INC.		
	6026983337	ADMIN - FILE PKCT/TABS/WALL CLOCK RB	46.59
TOTAL FOR: STAPLES, INC.			46.59
005115	STRYKER MEDICAL		
	4097683 M	DPS - PATROL CAR AED(4)/CH AED KC	9,237.98
	9204276016	DPS - AED ELECTRODE(3) KC	438.08
TOTAL FOR: STRYKER MEDICAL			9,676.06
005171	FLYERS ENERGY LLC		
	CFS-4191310	DPS - FUEL FOR POLICE VEHICLES 3/15/2025	867.28
TOTAL FOR: FLYERS ENERGY LLC			867.28
005194	WAYLAND AREA EMS		
	3430	DPS - BLS CARDS(12) KC	84.00

TOTAL FOR: WAYLAND AREA EMS 84.00

005195 T-MOBILE USA INC
2025.02 CITY WIDE CELL PHONE/TABLET 1/21/2025 - 2/20/2025 512.11
TOTAL FOR: T-MOBILE USA INC 512.11

BANKNY US BANK TRUST COMPANY NA
2025.01.29 DEBT SERVICE - SRF LOAN SPRING 2025 RB 17,121.69
TOTAL FOR: US BANK TRUST COMPANY NA 17,121.69

HNBACH HUNTINGTON NATIONAL BANK
70303 AUNNUAL ADMIN FEE OLD ORCHARD BOND 4/1/2025 - 3 500.00
TOTAL FOR: HUNTINGTON NATIONAL BANK 500.00

REFUND UB GAZI, VANCE
03/12/2025 UB refund for account: 02-00020700-04 42.04
TOTAL FOR: GAZI, VANCE 42.04

TOTAL - ALL VENDORS 87,881.03

INVOICE AUTHORIZATION

Person Compiling Report

Amanda Kersten, HR/Interim Treasurer

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

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

Insert Signature:

**Roxanne
Branch**

Digitally signed by
Roxanne Branch
Date: 2025.03.20
09:46:25 -04'00'

Insert Signature:

**Amanda
Kersten**

Digitally signed by
Amanda Kersten
Date: 2025.03.20
11:04:11 -04'00'

Bryan Pond, Water Renewal Plant Supt.

Kevin Callahan, Public Safety Director

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

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

Insert Signature:

Luke Keyzer

Digitally signed by Luke
Keyzer
Date: 2025.03.20
10:07:10 -04'00'

Insert Signature:

Bob Nieuwenhuis, Public Works Supt.

Justin Lakamper, City Manager

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

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

Insert Signature:

**Justin
Lakamper**

Digitally signed by Justin
Lakamper
Date: 2025.03.21
14:04:57 -04'00'

Reports & Communications:

A. City – First Right of Refusal to purchase buildings #17 and #18

In 2011 the City sold GHD buildings 17 and 18 of the mill complex, after the execution of a development agreement from 2010. This resulted in GHD's offices (Building 17), the entryway (Building 18), and City Hall (Building 19), being renovated and occupied by both parties. Part of that agreement was a Right of First Refusal for both parties, should the other sell their building(s). GHD has a signed Letter of Intent (LOI) with BizEx Ventures to sell them both buildings 17 and 18, and the associated parking lot, for \$326,000. This triggers the cities Right of First Refusal and allows us to enter into a purchase agreement under the same terms as the LOI between BizEx and GHD.

Recommended action: Consider postponing this item until a utility access agreement and amendments to the existing common area agreement have been secured from BizEX Ventures.

B. City – Compensation Commission Recommendations

The work of the City Council is essential to the governance and well-being of Plainwell, and their time and efforts should be fairly compensated for the responsibilities and duties they undertake. Special Meetings beyond the regular schedule are often necessary, and Council participation in these meetings requires additional time and effort.

The Compensation Commission met on March 17th, 2025 and offer the following recommendations:

- Increase City Council pay from \$1800/year (\$75 per meeting) to \$1920/year (\$80 per meeting)
- Maintain the Mayoral Stipend at \$1,000/year
- Provide compensation for each Special Meeting beyond five per year at the same pay rate as regular meetings

Recommended action: Consider accepting the recommendations of the Compensation Commission as presented.

C. DPW – Solid Waste Haul Out

Street sweepings are considered hazardous waste and must go to a land fill. We have a contract to dump the sweepings at the landfill until the end of March, 2025. The cost of disposal (not including trucking) was \$10,102 in 2023. The trucking cost was \$6,429.12. This is an estimate because waste is weighed for cost.

This is the only way to get rid of the street sweeping debris we collect each year. We do contact local trucking companies for pricing each year. H and K kept the same price and are available to haul the debris before the landfill contract expires.

Recommended action: Consider approving a payment of \$6,500 to H and K for hauling out our street sweeping debris, along with an estimated \$10,000 payment to the Kent County Landfill for disposal of the debris.

D. City – Repair of the Downtown City Clock

The Downtown Clock has not been working properly and requires mechanical repairs and a facelift. The clock is a featured item in our downtown, and the decision to renovate the clock is recommended by the BRA DDA TIFA Board. The mechanical/cosmetic repair includes all mechanical components, such as dial gears, new timepiece, master clock controller, junction box and related equipment. The cosmetic upgrades include LED's, four Lexan covers with bezels (the covers for the dial faces), and the additional installation needed for this work on site. The total renovation cost is \$10,780. The DDA has budgeted \$18,000 for this project.

Recommended action: Consider approving the mechanical and cosmetic renovation of the downtown city clock by The Verdin Company for \$10,780.

E. City – Resolution 2025-07 – A Resolution to approve MDOT Contract 25-5115 and authorize City Manager Lakamper to execute the contract on behalf of the City

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

The City of Plainwell has been working with MDOT to pave and repair South Main St. from East Bridge St. to 102nd Ave. This project includes concrete pavement repair, sidewalk and permanent pavement markings and all other necessary work needed for completion. This Resolution approves the required contract with MDOT and authorizes City Manager Justin Lakamper to execute the contract.

Recommended action: Consider approving Resolution 2025-07 as presented.

F. City – Employee Sick Leave Policy Amendment

The state of Michigan's new Earned Sick Time Act (ESTA) went into effect Feb 21, 2025. While our current sick leave policy largely met ESTA's requirements, we have made a few revisions to ensure full alignment with the law. Changes Include:

- All part-time employees will now accrue 1 hour of sick leave for every 30 hours worked.
- Accrual Timing – Leave accrual has occurred on monthly basis in the past but we will move to a per pay period accrual. This change allows employees earlier access to their earned time.

The overall structure of our sick leave policy remains the same, ensuring continues flexibility and support for employees.

Recommended action: Consider approving Resolution 2025-08 as presented, and amending the Employee Sick Leave Policy to comply with Michigan's Earned Sick Time Act (ESTA).

Reminder of Upcoming Meetings

- April 02, 2025 – Planning Commission – 6:30pm
- April 08, 2025 – DDA/BRA/TIFA – 7:30am
- **April 14, 2025 – City Council – 7:00pm**
- April 16, 2025 – Planning Commission – 6:30pm
- April 17, 2025 – Parks & Trees – 5:00pm

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