

City of Plainwell



Brad Keeler, Mayor
Lori Steele, Mayor Pro-Tem
Todd Overhuel, Council Member
Roger Keeney, Council Member
Randy Wisnaski, Council Member

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

"The Island City"

AGENDA

Plainwell City Council

Monday, July 10, 2023 - 7:00PM

Plainwell City Hall Council Chambers

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes – 06/26/2023 Regular Meeting
6. General Public Comments
7. County Commissioner Report
8. Agenda Adjustments and Approval
9. Mayor's Report
10. Recommendations and Reports:

A. Professional Services EGLE Closeout Report

Council will consider approving the contract with Fishbeck, in an amount not to exceed \$5,000.00.

B. Sale of Land – 830 Miller Road

Council will consider an offer for the sale of land.

11. **Communications:** The June 2023 Investment and Fund Balance Reports.
12. **Accounts Payable - \$249,399.26**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

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

MINUTES
Plainwell City Council
June 26, 2023

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Andrew Fritz of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the June 12, 2023 regular meeting and the Council Minutes of the June 20, 2023 special meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report: County Commissioner Gale Dugan gave an update on a remodeling project at the Allegan County Courthouse. This project allows useable space and room for a 3rd Circuit Court Judge. He stated that Judge Kengis is retiring, and there is hope that the State of Michigan will help defray the cost of hiring a visiting judge at ~\$400/day. Several grants have been applied for, including the Robin Grant which would provide Broadband service to ~12k households in Allegan County. He stated that there is no Gypsy Moth suppression plan at this time.
8. Finance Director/Deputy Clerk Kelley reported one change to the published Agenda. Item N to consider purchase approval for a water rescue boat for the Department of Public Safety was added.
A motion by Steele, seconded by Overhuel, to approve the Agenda for the June 12, 2023 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:

- A. **A motion by Overhuel, seconded by Steele, to open a Public Hearing at 7:03pm to consider the Commercial Rehabilitation Tax Exemption request. On a roll call vote, all in favor. Motion passed.**
After a brief discussion, Council together with City Manager Lakamper decided to table the request to allow for further research. Of note- the request contained no site plans, and asked for a 10-year exemption.

No public comment.

A motion by Steele, seconded by Overhuel, to close the Public Hearing at 7:05pm. On a roll call vote, all in favor. Motion passed.

A motion by Steele, seconded by Overhuel, to table the request at 7:06pm. On a roll call vote, all in favor. Motion passed.

- B. Finance Director Kelley reported having communicated with two Board members, each of whose term expires on June 30. Both members expressed desire to continue serving. The Mayor recommended re-appointment of both members, subject to Council confirmation. There are vacancies on several boards, and applications are currently being reviewed.
A motion by Keeney to confirm both appointments to their respective Boards, seconded by Wisnaski. On a roll call vote, all voted in favor. Motion passed.
- C. City Manager Lakamper provided information on competing bids for land at 830 Miller Road. Nobis has offered \$25,000 per acre for 20.48 acres for all three (3) lots abutting Lincoln Parkway. It was noted by City Manager Lakamper that this offer included all road frontage with utility supply. Profielnorm USA has submitted a Letter of Intent to purchase 15 acres at full asking price of \$35,000 per acre, with parcels that run North and South, thus allowing road frontage with utility access to other potential buyers. A representative from Profielnorm USA spoke to council, and stated that it is the company's intention to build a steel manufacturing plant, with employment potential for ~35 persons, and room for employee growth with business expansion. He stated that Plainwell would be the sole location of Profielnorm USA in the United States. He shared that Profielnorm was excited to be a part of the City of Plainwell, as both Profielnorm USA and Plainwell are known as "Islands".
A motion by Steele, seconded by Keeney, to acknowledge and agree to the terms of the Letter of Intent from Profielnorm USA to purchase 15 acres of land from the City of Plainwell. On a roll call vote, all voted in favor. Motion passed.
- D. Superintendent Nieuwenhuis recommended Oudbier Instrument Co. to install a new meter at well 7. He submitted two bids to council for review, with preference to Oudbier based on their quote. He noted that there is a 3-4 week lead time for the meter.
A motion by Keeney, seconded by Wisnaski, to utilize Oudbier Instrument Co. for purchase and installation of a new meter at well 7. On a roll call vote, all voted in favor. Motion passed.
- E. Finance Director Kelley and City Manager Lakamper gave updates concerning the 2022/2023 budget amendment. It was noted that the General Fund decreased \$7,200 (due to overtime pay for the Police Department and vacation time payout to retiring employees) and the Solid Waste fund decreased \$7,600 (due to equipment rental and unexpected legal costs).
A motion by Overhuel, seconded by Steele, to approve budget amendments as presented. On a roll call vote, all voted in favor. Motion passed.
- F. Finance Director Kelley stated that the current Police Officers Labor Council labor (POLC) contract is up for renewal. Personnel Coordinator Kersten and City Attorney Pecor met with members of the POLC to negotiate terms for the new contract. Highlights include, but are not limited to: Health Savings Account deposits being made through payroll contributions, instead of a lump-sum deposit at the beginning of the plan year; Wages increasing 5% in year 1, 3.5% in years 2 and 3, and 3% in year 4 of the new contract; and vacation allowances being updated.
A motion by Wisnaski, seconded by Keeney, to approve the 4-year contract with the Police Officers Labor Council. On a roll call vote, all voted in favor. Motion passed.
- G. Finance Director Kelley reminded Council about the recently finalized water rate study provided by Bakertilly. The resolution formalizes rates approved by Council at the June 12 meeting, and specifically identifies each ready-to-serve charge by meter size. The resolution also updates waste water rates which continue to be computed based on CPI.
A motion by Steele, seconded by Keeney, to adopt Resolution No. 2023-18 Establishing Water and Waste Water User Fees and Charges and place on file. On a roll call vote, all voted in favor. Motion passed.

The City of Plainwell is an equal opportunity employer and provider

- H. Finance Director Kelley discussed the creation of a Special Assessment District to allow recycling costs to be billed with property tax.
A motion by Steele, seconded by Keeney, to approve Resolution No. 2023-19 and place on file. On a roll call vote, all voted in favor. Motion passed.
- I. Finance Director Kelley discussed the creation of a Special Assessment District to allow semi-annual solid waste removal service costs to be billed with property tax.
A motion by Keeney, seconded by Wisnaski, to approve Resolution No. 2023-20 and place on file. On a roll call vote, all voted in favor. Motion passed.
- J. Finance Director Kelley presented the proposed general fines and fees for the upcoming year taking which take effect on July 1, 2023.
A motion by Keeney, seconded by Wisnaski, to approve Resolution No. 2023-21 Fines and Fees Fiscal Year 2024 and place on file. On a roll call vote, all voted in favor. Motion passed.
- K. **A motion by Steele, seconded by Overhuel, to open a Public Hearing at 7:49pm for consideration of the 2023-2024 Plainwell City Budget. On a roll call vote, all in favor. Motion passed.**
Finance Director Kelley reported on the budget. Of concern were the Motor Pool Fund, the Solid Waste Fund, and the General Fund. Finance Director Kelley thanked Public Safety, the Department of Public Works, City Hall and Council for the assistance provided in creating this year's budget.
- No public comment.**
- A motion by Steele, seconded by Overhuel, to close the Public Hearing at 7:54pm. On a roll call vote, all in favor. Motion passed.**
A motion by Keeney, seconded by Wisnaski, to approve the 2023-2024 Plainwell City Budget and approve Resolution No. 2023-22 General Appropriations and Resolution No. 2023-23 Special & Operating Funds Appropriations and place on file. On a roll call vote, all in favor. Motion passed.
- L. Finance Director Kelley presented a listing of blanket purchase orders for approval for fiscal year 2024. He explained that the city has ongoing contracts requiring purchase orders to improve efficiency and lessen delay.
A motion by Overhuel, seconded by Steele, to approve 21 confirming and blanket purchase orders Fiscal Year 2024 as presented. On a roll call vote, all voted in favor. Motion passed.
- M. Finance Director Kelley stated that Public Act 152 of 2011 allows three options for employee healthcare. The City of Plainwell chooses Section 4 "80%/20%", as it has in years past.
A motion by Wisnaski, seconded by Keeney, to approve Resolution No. 2023-24 and place on file. On a roll call vote, all voted in favor. Motion passed.
- N. Deputy Director Varley discussed with council the need to replace the 1995 river rescue boat. The current rescue boat is inflatable, and leaks. It has a low weight limit and underpowered motor. A suitable replacement rescue boat has been located by Public Safety Director Callahan. It is used, and priced as such. This purchase would allow significantly improved water rescues for Plainwell as well as neighboring communities.
A motion by Overhuel, seconded by Steele, to approve the purchase of a water rescue boat by the Department of Public Safety. The purchase amount is not to exceed \$20,000 and includes boat, trailer

and any/all modifications required to such. On a roll call vote, all voted in favor. Motion passed.

11. Communications:

A motion by Steele, seconded by Overhuel, to accept and place on file the May Water Renewal and Public Safety 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 \$136,499.71 for payment of same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: None.

14. Staff Comments:

Personnel Coordinator Kersten had no comment.

Superintendent Nieuwenhuis reported bridge work wraps up this week. There is a curing period before the final coating can be applied. He reported that the Jersey Street paving is underway and progressing well.

Community Development Manager Siegel reported that all current projects are going well.

Superintendent Pond had no comment.

Finance Director/Deputy Clerk Kelley reports that Tax and Utility bills are being mailed this week.

City Manager Lakamper provided an update on the MRWA well head protection project. MRWA confirmed that there will be no cost to the City. He gave a lead abatement project update, and shared that there is a new process being trailed, and if successful, abatement will continue in July.

City Clerk Leonard had no comment.

Deputy Director Varley stated that DPS has solved two local cases of burglary and vandalism. He shared that the response to and containment of the recent propane tanker fire was admirable and successful, with several communities working together to provide support.

15. Council Comments: None

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 8:19 PM. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Ginger J Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
July 10, 2023

Ginger J Leonard, City Clerk



“The Island City”

MEMORANDUM

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

TO: Justin Lakamper, City Manager
FROM: Denise Siegel, Community Development Manager
DATE: July 07, 2023
SUBJECT: Professional Services EGLE Closeout Report

ACTION ITEM: The City Council should consider approving the contract with Fishbeck, for the closeout of the Brownfield Redevelopment Loan, not to exceed \$5,000.00

BACKGROUND INFORMATION: The City received a \$600,000.00 Brownfield Redevelopment Loan (BRL) from Michigan Department, Great Lakes, and Energy (EGLE) to help facilitate asbestos abatement and demolition of the Paper Mill. As part of the BRL agreement a final closeout report, using EGLE’s template, must be prepared. The City desires to retain a professional brownfield consultant to assist with this preparation and submittal of the final closeout document.

ANALYSIS: Fishbeck is a professional brownfield consultant and was recommended by EGLE to help with the preparation and submittal of the Loan, they have worked closely with EGLE and know the process and requirements for reporting. Being a professional service, no other quotes were sought

BUDGET IMPACT: The funds for this service are included in the EGLE Loan.

June 28, 2023

Denise Siegel
City of Plainwell
211 North Main Street
Plainwell, MI 49080

**Proposal for Professional Services
EGLE Brownfield Redevelopment Loan (BRL) Final Closeout Report
Former Plainwell Paper Property**

Dear Denise:

Fishbeck is pleased to furnish a proposed fee to provide Brownfield Redevelopment Services to the City of Plainwell. Following are our proposed scope of services and associated fee.

Understanding of the Project

The City of Plainwell (City) has received a \$600,000 Brownfield Redevelopment Loan (BRL) from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to help facilitate asbestos abatement and demolition of the former Plainwell Paper property (the Site). As part of the BRL agreement between the City and EGLE, a final closeout report, using EGLE's preferred template, must be prepared upon completion of the BRL activities and submitted to EGLE. The City desires to retain a professional brownfield consultant to assist with the preparation and submittal of this document.

Fishbeck has helped numerous communities across Michigan with the preparation and submittal of EGLE BRL final closeout reports.

Scope of Services

- Fishbeck will prepare a final closeout report on behalf of the City following EGLE's preferred template and submit to EGLE per BRL reporting requirements. This includes completion of a draft document for City review and associated meetings and document revisions, as necessary. The final closeout report will be filed with EGLE's Kalamazoo District Office.

Cost and Authorization

Fishbeck proposes a not-to-exceed cost of Five Thousand Dollars (\$5,000) for these services.

All fees incurred by Fishbeck for administrative support are loan eligible expenses.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Ariane Savoy (asavoy@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Thank you for this opportunity. We look forward to working with you on this project. If you have any questions regarding this proposal or any Fishbeck services, please contact me at 616.464.3956 or kperschbacher@fishbeck.com.

Sincerely,



Kirk W. Perschbacher

Senior Brownfield Specialist

Attachments

By email

Copy: Roman Wilson – Fishbeck
David Stegink – Fishbeck

Professional Services Agreement

PROJECT NAME EGLE BRL Final Closeout Report
FISHBECK CONTACT Kirk W. Perschbacher
CLIENT City of Plainwell
CLIENT CONTACT Denise Siegel
ADDRESS 211 North Main Street, Plainwell, MI 49080

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Provide brownfield redevelopment services in accordance with the attached Fishbeck proposal letter, dated June 28, 2023.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated June 28, 2023
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Not to exceed Five Thousand Dollars (\$5,000)

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Plainwell

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Vice President

DATE: June 28, 2023

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



"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: July 10, 2023
SUBJECT: Sale of Land – 830 Miller Road

ACTION ITEM: The City Council should consider approving the purchase agreement with Nobis Agriculture, for proposed lot 42 for a total purchase price of \$317,404, and to authorize Justin Lakamper to execute the sale.

BACKGROUND INFORMATION: Since the June 26th meeting, at which you reviewed and turned down an offer from Nobis Agri Science for 20 acres of industrial property, they have submitted a new offer for approximately 10.56 acres with road frontage on Lincoln and 8th streets (the parcel can be viewed in the attached purchase agreement). They are offering \$30,057 an acre for a total purchase price of \$317,404.

ANALYSIS: There have been a few purchase agreements from Nobis that have been presented to Council. This per acre price is the same as the counter offer that the Council made on June 12th and is roughly \$5,000 less than asking. The terms of the purchase agreement are fairly standard and include the City paying for all the required survey work to create this parcel. I think this offer is the best possible outcome of the two offers that were made at the last meeting and the Council should consider accepting it.

BUDGET IMPACT: The net proceeds of this sale will be revenue in the general fund.



BUY AND SELL AGREEMENT FOR VACANT LAND

Office of NAI Wisinski of West Michigan, Broker,

Kalamazoo (city), Michigan Phone: (269) 207-1040 Fax: (269) 392-1738

Email: jodim@naiwmm.com Offer Date: July 6, 2023 (time)

- 1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
2. Buyer's Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the City of Plainwell, Allegan County, Michigan, commonly known as Part of 830 Miller Rd - Approx 10.56 acres referenced on Exhibit "E" as proposed lot 42

Permanent Parcel Number 55-020-056-00 and legally described as follows: Legal to follow with Seller provided survey

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

- 3. Purchase Price. The purchase price for the Property is: Three Hundred Seventeen Thousand Four Hundred and Four 00/100's Dollars Dollars (\$ 317,404.00).

- 4. Payment of Purchase Price and Financing. Complete subparagraph "A" and subparagraph "B". Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A"). X Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.

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

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

- 5. Survey. Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following): X A new survey: ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or A recertified survey; or No new or recertified survey;

shall be obtained by Buyer at Buyer's expense; or provided by Seller to Buyer at Seller's expense, within forty-five (45) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph

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

Seller to provide a Survey that is acceptable to both parties.

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

7. **Inspections.** By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following:
- No Inspections Soil Borings Zoning Site Plan Approval Utilities Permitting Other (specify):

Buyer may obtain any and all inspections it deems necessary during the Inspection period.

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within 120 days (xxxx) days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- Prepaid rent and Additional Rent (as defined in the paragraph);
 - Interest on any existing indebtedness assumed by Buyer;
 - Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
 - Utility deposits;
 - Security deposits;
 - Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, charges for real estate taxes, insurance, common area maintenance expenses, or other charges of a similar nature ("Additional Rent"), and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):
- No Proration:
 Buyer Seller shall pay the taxes billed in July.
 Buyer Seller shall pay the taxes billed in December.
- Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

10. **Special Assessments**, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the closing shall be paid by Buyer. Other:

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

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

Seller agrees to grant Buyer at closing the right to make (insert number) 1 division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before 45 days from execution (date), of the proposed division to create the Premises. Other:

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

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

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

- a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
- b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
- c. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.
- d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- e. If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
 - (1) All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
 - (2) The rents set forth are being collected on a current basis and there are no arrearages;
 - (3) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
- g. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.
- i. Other:

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
15. **Closing.** The closing shall be held on or before 10 days after inspect. (date) and as promptly as practical after all necessary documents have been prepared. An additional period of two (2) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:
16. **Possession.** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
 - A bill of sale for any Personal Property (described in Exhibit "D").
 - A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
 - Payment of the County and State real estate transfer tax.
 - Any other documents required by this Agreement to be delivered by Seller.
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).
21. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
22. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
23. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
24. **Earnest Money.** Buyer shall deposit \$ 10,000.00 with Sun Title Company, Escrow Agent, [insert name of Broker, Title Company or other] with this offer or within two (2) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.
25. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.

26. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

27. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.

28. **Environmental.**

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

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

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

b. **Environmental reports and assessments.**

(1) Within five (5) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").

(2) Buyer shall have a period of forty-five (45) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.

(3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of ten (10) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.

(4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. **Nondisclosure.**

(1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.

(2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. **Other:**

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

30. **Other Provisions:**

1. Buyer may transfer sales agreement to another entity owned by Buyer, or its LLC members, anytime prior to closing.

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

32. **Index of Exhibits.** Seller to furnish within _____ (____) days from Effective Date unless specified below:

Not Applicable	Attached	Exhibit #	Subject	Exhibit to be furnished within ____ number of days
X		A	Disclosure Regarding Real Estate Agency Relationships	
X		B	Income and Expense with respect to the operation of the Premises	
X		C	Written leases and any tenancies not arising out of written leases	
X		D	Service Contracts	
X		F	Addendum	

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within n/a (n/a) days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived.

33. **By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.** If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. Buyer gives Broker above named until 7/11/23 (time) 5:00 p.m. (date) to obtain Seller's written acceptance of the Buyer's offer.

Buyer: Nobis Agri Service, Inc.
(print name of individual or entity)
 Signature: *Ben Nobis*
C1FFC9031ACE4D5...

Its: CEO
(if Buyer is an entity)
 Date: 7/6/2023 | 8:01 PM PDT

Buyer's Address: 620 Gray Street
Plainwell, MI 49080

Buyer: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Buyer is an entity)

Date: _____

Bus. Phone: _____ Fax: _____

Email: _____

34. SELLER'S ACCEPTANCE

Date: _____ Time: _____

The above offer is hereby accepted as written as modified

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

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

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Date: _____

Date: _____

Seller's Address: _____

Bus. Phone: _____ Fax: _____

Email: _____

35. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

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

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

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

Buyer: _____
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

Date: _____

Date: _____

36. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

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

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

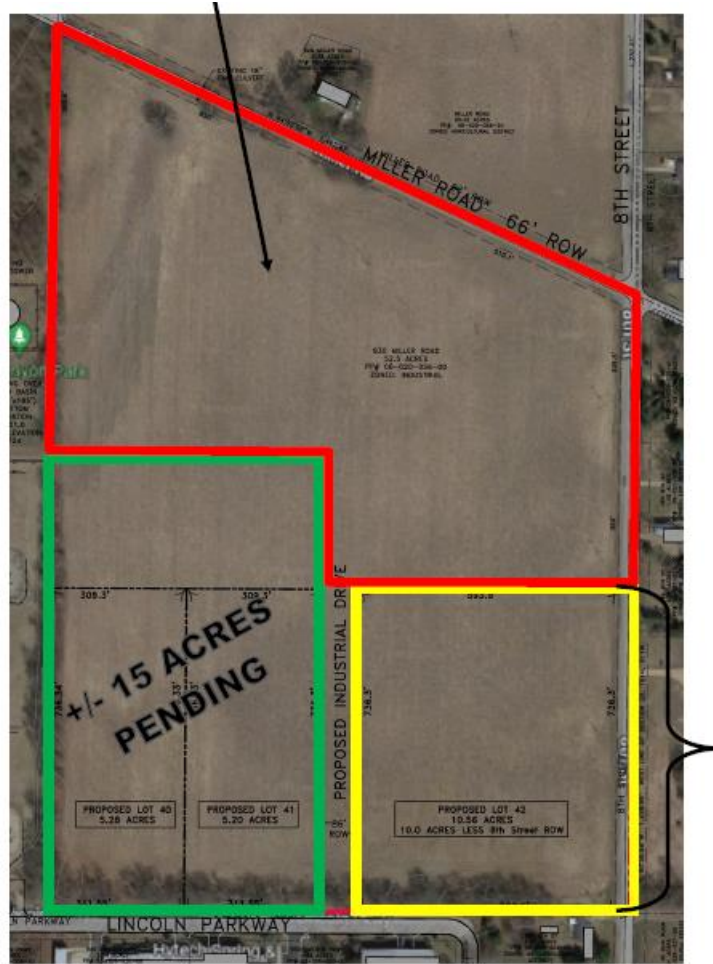
Date: _____

Date: _____

Exhibit "E"

10.56 Acres, referenced at Lot 42

For the Sales Agreement between Nobis Agri Service, Inc and the City of Plainwell



DS
BN

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 06/30/2023

Brian Kelley, Finance Director/Treasurer

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

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2023.07.05 13:58:00 -04'00'

	Investment Type	CUSIP	Principal Purchase	Monthly Interest Earned	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$394,576	\$1,652.67	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		5.22%	
2	730-Day CD	N/A	\$254,486	\$586.54	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2022	06/09/2024	2.75%	345
3	365-Day CD	N/A	\$86,338	\$0.00	First National Bank	Doug Johnson - 616.538.6040	11/16/2022	11/16/2023	3.89%	139
4	435-Day CD	N/A	\$63,517	\$0.00	First National Bank	Doug Johnson - 616.538.6040	04/05/2023	05/29/2024	4.33%	334
5	365-Day CD	N/A	\$203,770	\$1,635.46	First National Bank	Doug Johnson - 616.538.6040	09/27/2022	09/27/2023	3.21%	89
6	365-Day CD	N/A	\$250,000	\$0.00	Flagstar Bank	Lisa Powell - 616.285.2263	09/29/2022	09/29/2023	3.50%	91
7	365-Day CD	N/A	\$248,362	\$1,695.83	Northstar Bank	Julie Smith - 810.329.7104	10/03/2022	10/03/2023	2.75%	95
8	90-Day CD	N/A	\$21,337	\$52.32	Northstar Bank	Julie Smith - 810.329.7104	02/15/2023	08/14/2023	2.95%	45
9	6-month CD	N/A	\$51,025	\$6.50	Consumers Credit Union	Christopher Rusche - 616.208.1166	05/22/2023	11/19/2023	4.41%	142
10	6-month CD	N/A	\$51,025	\$6.50	Consumers Credit Union	Christopher Rusche - 616.208.1166	05/22/2023	11/19/2023	4.41%	142
11	9-month CD	N/A	\$165,643	\$551.10	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	95
12	9-month CD	N/A	\$41,119	\$136.81	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	95
13	9-month CD	N/A	\$5,941	\$19.77	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	95
14	365-Day CD	N/A	\$25,461	\$95.42	Horizon Bank	Tammy Kerr 616.214.3754	01/09/2023	01/09/2024	4.43%	193
15										

Total Investments: \$1,862,600.60 \$6,438.92 = Monthly investment interest

Average Yield: 3.85%

Cash Activity for the Month

Cash, beginning of month: \$1,470,689.06

\$1,803.61 = Monthly bank account interest

Cash, end of month: \$1,466,647.68

Cash and Investments, end of month: \$3,329,248.28 \$8,242.53 = Total monthly interest earned

Justin Lakamper, City Manager

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

Insert Signature:

Justin Lakamper

Digitally signed by Justin Lakamper
Date: 2023.07.05 14:43:55 -04'00'



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

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **6/30/2023**
 % OF FISCAL YEAR: **100.00%**

*** - Amounts taken from audited financial statements as of June 30, 2022**
**** - OPEB listing on this worksheet is included in the General Fund for financial statement purposes**
***** - These amounts are taken directly from the End of Month Financial Statement provided to Council**

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	512,074	518,562	2,623,297	2,696,218	445,640	466,820	3,398,503	79.34%
Major Streets	200,745	243,284	388,843	358,067	274,060	310,898	967,238	37.02%
Local Streets	334,175	321,899	255,398	283,982	293,316	320,769	544,615	52.14%
Solid Waste	37,501	31,091	202,003	211,550	21,544	22,000	235,638	89.78%
Brownfield BRA	92,521	74,253	296,096	228,811	141,538	141,700	269,884	84.78%
Tax Increment TIFA	125,410	123,227	89,045	62,627	149,645	149,891	69,005	90.76%
Downtown DDA	90,322	87,380	80,781	66,550	101,612	102,223	74,395	89.45%
Stimulus Fund ARPA	397,887	967	13,076	-	14,043	410,964	398,591	0.00%
Revolving Loan	11,563	62,083	19,030	-	81,113	30,593	10,000	0.00%
Capital Improvement	49,405	49,405	96,480	83,150	62,735	62,735	110,869	75.00%
Fire Reserve	100,962	100,962	96,689	120,765	76,886	76,887	120,765	100.00%
Airport	40,059	47,892	81,671	76,570	52,994	43,387	80,749	94.82%
Sewer	1,082,130	1,075,055	1,586,321	1,831,714	829,662	811,269	1,608,797	113.86%
Water	326,364	264,009	859,671	872,470	251,210	264,455	1,366,641	63.84%
Motor Pool / Equipment	47,571	37,311	298,991	303,064	33,239	29,149	297,887	101.74%
OPEB**	76,460	76,460	50,497	46,798	80,160	84,908	54,492	85.88%
	3,525,149	3,113,840	7,037,890	7,242,334	2,909,396	3,328,648	9,608,069	75.38%

Justin Lakamper, City Manager	Brian Kelley, Finance Director/Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature: <div style="text-align: right;">  <p>Justin Lakamper Digitally signed by Justin Lakamper Date: 2023.07.07 08:46:41 -04'00'</p> </div>	Insert Signature: <div style="text-align: right;">  <p>Brian Kelley Digitally signed by Brian Kelley Date: 2023.07.05 14:25:50 -04'00'</p> </div>

07/06/2023

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 06/23/2023 - 07/06/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000002	AT&T		
	2696851957066	AIRPORT PHONE	60.09
	2696856824066	DPS LANDLINE	60.09
TOTAL FOR: AT&T			120.18
000004	PLAINWELL AUTO SUPPLY INC		
	691188	DPW - GREASE FITTING	4.79
	691471	WR - OIL DRY BP	26.58
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			31.37
000014	MICHIGAN GAS UTILIITIES CORP		
	4618348406	DPW - DAMAGE TO GAS MAIN SIDEWALK NORTH MAIN	536.31
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP			536.31
000034	VERIZON		
	9937997803	EOC/DPS PHONE SERVICE 5/24 - 6/23/2023	277.21
TOTAL FOR: VERIZON			277.21
000070	MML WORKERS COMP FUND		
	10861206	2023/2024 WORKERS COMPENSATION POLICY 5003120-	19,588.00
TOTAL FOR: MML WORKERS COMP FUND			19,588.00
000077	MCMASTER-CARR SUPPLY		
	10099733	WR - REPAIR KIT FOR ROAYL FLUSH VALVE	65.60
TOTAL FOR: MCMASTER-CARR SUPPLY			65.60
000079	ALLEGAN COUNTY NEWS		
	7589	ADMIN - PUBLIC NOTICES ORD 395/BUDGET	720.00
TOTAL FOR: ALLEGAN COUNTY NEWS			720.00
000087	BILL G BOMAR		
	2023.7	RETIREE HEALTH PREMIUMS JULY 2023 BOMAR	500.00
TOTAL FOR: BILL G BOMAR			500.00
000104	HARDINGS MARKET 380		
	06/20/2023	Water for lead & copper prop	14.97
	2023.6.19	DPS - WATER FOR TANKER CLEAN UP KC	9.98
	2023.6.29	DPW - WATER FOR LYONS LEAD/COPPER PROPERTY	14.97
TOTAL FOR: HARDINGS MARKET 380			39.92

000131	KEVIN CHRISTENSEN		
	2023.7	RETIREE PREMIUMS JULY 2023 CHRISTENSEN	193.10
TOTAL FOR: KEVIN CHRISTENSEN			193.10

000157	DAVID RANTZ		
	2023.6	DPS - SHOE ALLOWANCE RANTZ KC	194.53
TOTAL FOR: DAVID RANTZ			194.53

000228	NATIONAL FIRE PROTECTION - NFPA		
	8488492X	DPS - MEMBERSHIP 3609503 RENEWAL JULY 2023/2024	175.00
TOTAL FOR: NATIONAL FIRE PROTECTION - NFPA			175.00

000276	WEST SHORE FIRE, INC		
	30371	DPS - SERVICE/FILTER CHANGE/AIR TEST MAKO 1803 KC	577.69
TOTAL FOR: WEST SHORE FIRE, INC			577.69

000393	RON JACKSON INSURANCE/AUTO OWNERS		
	66-409683	ADMIN - NOTARY BOND LEONARD	45.00
TOTAL FOR: RON JACKSON INSURANCE/AUTO OWNERS			45.00

000461	BOB'S HARDWARE		
	85984	WR - TOILET PARTS BP	20.58
TOTAL FOR: BOB'S HARDWARE			20.58

000893	STEVE'S EXCAVATION		
	16313	DPW - 30YDS RD GRAVEL/20YDS SCR SAND	890.00
TOTAL FOR: STEVE'S EXCAVATION			890.00

000941	WEST MICHIGAN CRIMINAL JUSTICE TC		
	5313	DPS - TASER INSTRUCTOR TRAINING (2) KC	290.00
TOTAL FOR: WEST MICHIGAN CRIMINAL JUSTICE TC			290.00

000947	WYOMING ASPHALT PAVING INC.		
	2023.279	DPW - JERSEY STREET PAVING	25,742.08
TOTAL FOR: WYOMING ASPHALT PAVING INC.			25,742.08

000951	MICHIGAN RURAL WATER ASSOC		
	2020-08003	DPW - MEMBERSHIP DUES MRWA JULY 2023/JUNE 2024	800.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC			800.00

001331	DON REEVES		
	2023.6	DPW - SHOW ALLOWANCE REEVES RN	179.14
TOTAL FOR: DON REEVES			179.14

001369	UNITED STATES POSTAL SERVICE		
	06/02/2023	Certified mail per BP	40.65

TOTAL FOR: UNITED STATES POSTAL SERVICE			40.65
001415	DAN'S TREE SERVICE		
	2392	DPW - TREE REMOVAL BRIDGE STREET DUE TO BRIDGE PI	1,150.00
TOTAL FOR: DAN'S TREE SERVICE			1,150.00
001748	REPUBLIC SERVICES		
	0249-007918128	DPW - TWO CONTAINERS 7/1 - 7/31/2023	256.67
	0249-007918459	WR - TWO CONTAINERS 7/1 - 7/31/2023	243.36
TOTAL FOR: REPUBLIC SERVICES			500.03
001815	JEFF GILLILAND		
	2023.6	WR - SHOE ALLOWANCE GILLILAND BP	393.70
TOTAL FOR: JEFF GILLILAND			393.70
001888	MICHIGAN ASSOC. OF MUNICIPAL CLERKS		
	06/06/2023	Active membership Leonard	75.00
TOTAL FOR: MICHIGAN ASSOC. OF MUNICIPAL CLERKS			75.00
002106	ERIK WILSON		
	2023.6	JUNE 2023 CONSULTING BK	1,760.00
TOTAL FOR: ERIK WILSON			1,760.00
002208	MIELE INC		
	06/01/2023	Feed pipe	88.71
TOTAL FOR: MIELE INC			88.71
002219	CLARK TECHNICAL SERVICES		
	225	CITY WIDE IT SERVICES JUNE 2023	1,192.50
TOTAL FOR: CLARK TECHNICAL SERVICES			1,192.50
002246	ELHORN ENGINEERING CO.		
	297664	DPW - CHEMICALS FOR WELLS 4 & 7 & TUBE HOUSING	641.03
TOTAL FOR: ELHORN ENGINEERING CO.			641.03
002371	RENEWED EARTH INC		
	31709	DPW - JULY 2023 COMPOST SITE MANAGEMENT	1,250.00
TOTAL FOR: RENEWED EARTH INC			1,250.00
002527	COPS HEALTH TRUST		
	2023.7	JULY 2023 DENTAL/VISION	1,571.80
TOTAL FOR: COPS HEALTH TRUST			1,571.80
002668	ASCENSION BORGESS FOUNDATION		
	2023.7	2023/2024 AMBULANCE SERVICE AGREEMENT	9,992.00
TOTAL FOR: ASCENSION BORGESS FOUNDATION			9,992.00

002670	MICHIGAN MUNICIPAL LEAGUE LIA & PRO		
	11311206	2023/2024 GENERAL LIABILITY INSURANCE CITY WIDE	89,395.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE LIA & PRO			89,395.00
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002703	CONTINENTAL LINEN SERVICES INC		
	3620797	DPS RUGS	28.45
	3626588	CITY HALL RUGS	30.88
	3626589	DPW RUGS	43.02
	3626590	WR RUGS	19.68
	3632457	DPS RUGS	28.45
	3638284	CITY HALL RUGS	30.88
	3638285	DPW RUGS	43.02
	3638286	WR RUGS	19.68
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			244.06
<hr/>			
002787	ESPER ELECTRIC		
	30601	DPW - HOOKED GENERATOR TO TRAILER FOR FESTIVAL	150.00
	30644	CITY HALL GENERATOR WORK EW	10,157.32
TOTAL FOR: ESPER ELECTRIC			10,307.32
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004168	SBF ENTERPRISES		
	0138006	ADMIN - SUPPLIES/PRINTING TAX BILLS JULY 2023	347.43
	0138016	ADMIN - SUPPLIES/PRINTING JUNE 2023 UB	270.02
	2023.7 TB	POSTAGE FOR 2023 SUMMER TAX BILL	689.39
	2023.7 UB	POSTAGE FOR JULY 2023 UB	579.98
TOTAL FOR: SBF ENTERPRISES			1,886.82
<hr/>			
004190	WATERSOLVE LLC		
	9730	WR - 465LB DRUM SOLVE 137 BP	1,100.00
TOTAL FOR: WATERSOLVE LLC			1,100.00
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004206	MADISON NATIONAL LIFE INSURANCE CO		
	1566845	JULY 2023 LIFE INSURANCE PREMIUMS	91.84
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			91.84
<hr/>			
004212	BILL HILESKI		
	2023.6	WR - SHOW ALLOWANCE HILESKI BP	119.77
TOTAL FOR: BILL HILESKI			119.77
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004785	PRIORITY HEALTH		
	231670001758	JUNE RETRO HEALTH PREMIUM LEONARD	419.47
	231670001758.1	JULY 2023 HEALTH INSURANCE PREMIUMS	20,882.69
TOTAL FOR: PRIORITY HEALTH			21,302.16
<hr/>			
004794	UNITED HEALTHCARE INSURANCE COMPANY		
	2023.07TOWN	RETIREE HEALTH INSURANCE JULY 2023 - TOWN	260.62
	2023.07WHIT	RETIREE HEALTH INSURANCE JULY 2023 - WHITNEY	268.75

TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			529.37
004811	KALAMAZOO RIVER WATERSHED COUNCIL		
	2020-112	WR - TMDL FEE 2023	703.00
TOTAL FOR: KALAMAZOO RIVER WATERSHED COUNCIL			703.00
004855	PLAINWELL ACE HARDWARE		
	13687	DPW - ACE SPIKE NAIL 10"HG 5# JF	27.99
	13699	DPS - 5 MISC TORX BITS KC	17.95
	13727	DPW - OIL FOR TAHOE CULVER	29.99
	13740	DPW - CITY HALL LOBBY LIGHTS DR	83.98
	13751	DPW - SPIKE NAILS JERSEY ST PAVING DR	27.99
	13752	DPW - SPIKE NAILS JERSEY PAVING DR	27.99
	13753	DPW - MISC FASTENERS SHOP SUPPLY RD	2.04
	13778	WR - EPOXY BP	7.59
	13792	ADMIN - PICKLEBALL KEYS PS	22.90
TOTAL FOR: PLAINWELL ACE HARDWARE			248.42
004896	WALTERS SWEEPING		
	9381	JUNE 2023 STREET SWEEPING	3,100.00
TOTAL FOR: WALTERS SWEEPING			3,100.00
004913	JOSEPH CULVER		
	2023.6	DPS - SHOW ALLOWANCE CULVER KC	144.99
TOTAL FOR: JOSEPH CULVER			144.99
005004	ACTIVE 911 INC		
	06/01/2023	Cell phone pager subscription	315.00
TOTAL FOR: ACTIVE 911 INC			315.00
005008	RODD LEONARD		
	2023.6	DPW - SHOE ALLOWANCE LEONARD RN	201.40
TOTAL FOR: RODD LEONARD			201.40
005012	UNITED BANK		
	2023.06.29	ACH FEE - UB/TX POSTAGE / EMPLOYEE REIMBURSEMEN	7.00
	2023.06.30	ACH FEE - JULY 1 RETIREE/EMPLOYEE REIMBURSEMENTS	7.00
	2023.07.06	ACH FEE - PAYROLL DIRECT DEPOSIT	7.00
TOTAL FOR: UNITED BANK			21.00
005026	ROBERT NIEUWENHUIS		
	2023.6	DPW - MILEAGE REIMBURSEMENT FOR FLOWERS RN/BK	78.60
TOTAL FOR: ROBERT NIEUWENHUIS			78.60
005028	THE BRASS HOLE LLC		
	1461	DPS - 9MM AMMO KC	300.00
TOTAL FOR: THE BRASS HOLE LLC			300.00

005038	BARNES & THORNBURG LLP		
	3118257	PROFESSIONAL SERVICES MAY 2023 GENERAL LABOR/EM	118.00
	3118258	PROFESSIONAL SERVICES MAY 2023 POL NEGOTIATIONS	2,743.50
TOTAL FOR: BARNES & THORNBURG LLP			2,861.50
005040	US INTERNET		
	3923818	SECURANCE EMAIL FILTERING 7/14 - 8/13/2023	70.00
TOTAL FOR: US INTERNET			70.00
005041	EVOQUA WATER TECHNOLOGIES		
	905955861	WR - ODOR CONTROL JUNE 2023	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			300.00
005047	STAPLES, INC.		
	3540851872	ADMIN - SHARPIES/POST ITS/STAPLERS RB	115.78
TOTAL FOR: STAPLES, INC.			115.78
005064	R & R ASSESSING INC		
	2023.7	JULY 2023 ASSESSING SERVICES	1,625.00
TOTAL FOR: R & R ASSESSING INC			1,625.00
005089	AARON SHANNON		
	2023.6	DPW - MILAGE REIMBURSEMENT FLOWERS RN	91.70
TOTAL FOR: AARON SHANNON			91.70
005090	BRADY ROBERTS		
	2023.6	DPS - MEALS/TRAINING REIMBURSEMENT ROBERTS KC	63.47
	2023.6.1	DPS - SHOE ALLOWANCE ROBERTS KC	224.00
TOTAL FOR: BRADY ROBERTS			287.47
005125	8X8 INC		
	3921435	CITY WIDE PHONES JUNE 2023	721.43
TOTAL FOR: 8X8 INC			721.43
005126	DIVISION 7 BUILDING CONTRACTORS INC		
	3384	MILL ROOF REPAIRS BLDGS 3, 12 & 16	11,411.05
	3385	MILL - DECK AND ROOF REPLACEMENT EW	4,730.91
TOTAL FOR: DIVISION 7 BUILDING CONTRACTORS INC			16,141.96
005152	WATERWAY TWIN TIER LLC		
	203	DPS - FIRE HOSE ANNUAL TESTING KC	3,496.74
TOTAL FOR: WATERWAY TWIN TIER LLC			3,496.74
005153	PAMELA SOPER		
	2023.6	ADMIN - MILEAGE REIMBURSEMENT BK	27.03
TOTAL FOR: PAMELA SOPER			27.03

005154	GINGER LEONARD		
	2023.6	ADMIN - TRAINING/MILEAGE REIMBURSEMENT LEONARD	208.29
TOTAL FOR: GINGER LEONARD			208.29
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005155	OLIVIA LIVERPOOL		
	2023.6	DPS - MILEAGE REIMBURSEMENT LIVERPOOL KC	6.55
TOTAL FOR: OLIVIA LIVERPOOL			6.55
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005156	BEAVER LAKE FIRE DEPARTMENT, INC		
	2	DPS - 2016 RESCUE ONE BOAT JV	16,000.00
TOTAL FOR: BEAVER LAKE FIRE DEPARTMENT, INC			16,000.00
<hr/>			
CC Misc Vendor	MISC VENDOR		
	06/01/2023	Business cards Lakamper/Leonard/Soper	86.91
	06/01/2023	Dymo labels Denise	176.67
	06/01/2023	Eco Development 101 DS	17.85
	06/02/2023	Battery backup/surge protector city hall	284.32
	06/06/2023	Monthly Constant contact support	45.00
	06/07/2023	Notary Application PS	10.17
	06/09/2023	Phone case Leonard	39.97
	06/10/2023	Electric stand up desk JL	244.99
	06/13/2023	Meals for training Leonard	20.89
	06/16/2023	Notary Application JL	10.17
	06/19/2023	Vertical mouse PS	25.98
	06/19/2023	Supplies for tanker fire	28.58
	06/21/2023	Cordless vacuum city hall	133.06
	06/21/2023	Non receipted charge	395.00
TOTAL FOR:MISC VENDOR			1,519.56
<hr/>			
COPEFT	CITY OF PLAINWELL		
	2023.07	JULY 2023 CITY UTLITY BILLS - JUNE 2023 USAGE	1,800.00
	2023SUMTAX	2023 SUMMER TAX - CITY PROPERTY TAXABLE	4,264.60
TOTAL FOR: CITY OF PLAINWELL			6,064.60
<hr/>			
REFUND UB	VERKAIK, EDWARD		
	06/29/2023	UB refund for account: 06-00082500-00	128.71
TOTAL FOR: VERKAIK, EDWARD			128.71
<hr/>			
SOMEFT	STATE OF MICHIGAN		
	2023.06	JUNE 2023 AIRPORT FUEL SALES TAX	3.06
TOTAL FOR: STATE OF MICHIGAN			3.06
<hr/>			
TOTAL - ALL VENDORS			249,399.26

INVOICE AUTHORIZATION

Person Compiling Report

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

Insert Signature:

Roxanne
Branch

Digitally signed by
Roxanne Branch
Date: 2023.07.06
09:05:14 -04'00'

Brian Kelley, Finance Director/Treasurer

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:

Brian Kelley

Digitally signed by Brian
Kelley
Date: 2023.07.06
12:23:05 -04'00'

Bryan Pond, Water Renewal Plant Supt.

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

Insert Signature:

Kevin Callahan, Public Safety Director

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

Insert Signature:

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature:

Justin Lakamper, City Manager

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

Insert Signature:

Justin
Lakamper

Digitally signed by Justin
Lakamper
Date: 2023.07.07
08:52:50 -04'00'

Reports & Communications:

A. Professional Services EGLE Closeout Report

The City received a \$600,000.00 as part of the Paper Mill demolition project. A final closeout report needs to be prepared using EGLE's template.

Recommended action: Council will consider approving the contract with Fishbeck, in an amount not to exceed \$5,000.00.

B. Sale of Land – 830 Miller Road

An offer has been received for land located at 830 Miller Road.

Recommended action: Council will consider the offer for the sale of land.

Reminder of Upcoming Meetings

- July 11, 2023 – Plainwell DDA/BRA/TIFA – 7:30am
- July 13, 2023 – Plainwell Parks & Trees – 5:00pm
- July 19, 2023 – Plainwell Planning Commission – 6:30pm
- **July 24, 2023 – Plainwell City Council – 7:00pm**

Non-Agenda Items / Materials Transmitted

- None