

# City of Plainwell



Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Brad Keeler, Council Member  
Todd Overhuel, Council Member  
Roger Keeney, 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](http://www.plainwell.org)

“The Island City”

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## AGENDA City Council Monday, January 22, 2018 7:00 PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary – 01/08/2018 Regular Meeting**
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**
  - A. **Special Use Permit – Auto Image**  
Council will consider approving a special use permit for Auto Image for a Class B vehicle permit.
  - B. **DPW – Road Salt Purchase**  
Council will consider approving up to 290 tons of road salt from Morton International, through the MIDeal Purchasing Program for \$11,718.00.
  - C. **Change Order - Prince Street Signal Improvements**  
Council will consider approving Contract Modification #1 for \$2,155.00 for the Prince Street Signal Improvements Project.
  - D. **Airport – Fly Inn**  
Council will consider approving the discharge of the City’s Right of First Refusal regarding the sale of the Fly Inn Restaurant.
11. **Communications:** The December 2017 Water Renewal Report, the Draft Minutes for the Planning Commission from 01/17/2018 and the Draft Minutes for the M-40/M-89 Corridor Committee from 10/31/2017.
12. **Accounts Payable - \$517,484.21**
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

The Island City

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

**MINUTES**  
**Plainwell City Council**  
**January 8, 2018**

1. Mayor Brooks called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Don Mejeur of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brooks, Mayor Pro-Tem Steele, Councilman Overhuel, Councilman Keeler and Councilman Keeney. Absent: None.

5. Approval of Minutes/Summary:

**A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 12/27/2017 regular meeting. On voice vote, all voted in favor. Motion passed.**

6. General Public Comments:

David Benac of Kalamazoo, Michigan introduced himself and noted that he is a Democratic Candidate for the 6<sup>th</sup> Congressional District, which includes the City of Plainwell. He gave a brief personal history of his Michigan roots and his plans for Town Hall-style meetings around the District. There is one such meeting already scheduled for January 18, 2018 at Plainwell City Hall Council Chambers and the public is invited to attend.

7. County Commissioner Report: None.

8. Agenda Amendments: None

9. Mayor's Report: None.

10. Recommendations and Reports:

- A. Community Development Manager Siegel presented plans for a drive-through coffee shop at 203 S. Main St., which is the south-east corner of South Main and Chart Street, a former gas station. The United Methodist Church is providing funding for the coffee shop which will benefit Fair Trade organizations as a community service. Building owner Danene Gless noted that the goal is to support local businesses and charitable organizations. The Planning Commission and PCI have reviewed the site plans and have grandfathered the site as a mercantile business. The Planning Commission recommends approval of the site plan.

**A motion by Keeler, seconded by Keeney, to approve the Site Plan for the Fair Trade Coffee Shop at 203 S. Main St. On a voice vote, all in favor. Motion passed.**

- B. Superintendent Updike briefed the Council on the Water Asset Management Plan that is required by the Michigan Department of Environmental Quality. The Plan is a comprehensive document with all the assets listed from data within the GIS and Cartegraph systems. One of the main purposes of the Plan is the criticality assessment, which prioritizes repairs, replacements and upgrades. Overall, the water system is good shape, with service shortcomings identified in the Capital Improvement Plan.

**A motion by Keeney, seconded by Keeler, to accept the Water Asset Management Plan for submission to the Michigan Department of Environmental Quality. On a voice vote, all in favor. Motion passed.**

11. Communications:

- A. **A motion by Steele, seconded by Overhuel, to accept and place on file the December 2017 Investment and Fund Balance Reports. On a voice vote, all in favor. Motion passed.**

12. Accounts Payable:

**A motion by Keeler, seconded by Keeney, that the bills be allowed and orders drawn in the amount of \$502,174.75 for payment of same. On a roll call vote, all in favor. Motion passed.**

13. Public Comments None.

14. Staff Comments

Superintendent Updike thanked Jerry Lawrence for having covered and filled in for both Superintendents over the holiday breaks. He also announced his retirement effective May 1, 2018.

Superintendent Pond reported the painting project is complete the work looks great.

Director Bomar reported on recent trainings for active shooters and fire smoke awareness.

Community Development Manager Siegel reminded Council of a joint meeting with the Planning Commission scheduled for 7pm on Wednesday January 17 in Council Chambers to work through the M-1 and M-2 Zoning Ordinance to improve the industrial district, which is a requirement the for the Redevelopment Readiness Certification.

Clerk/Treasurer Kelley reported setting up the 2018/2019 budget.

City Manager Wilson reminded Council about ongoing discussions with Consumers Energy and Weyerhaeuser regarding moving the power poles between the Mill and the River. He also noted working on a Request for Qualifications for mill development after the scheduled 2018 clean up work..

15. Council Comments: None

16. Adjournment:

**A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:22fa PM. On voice vote, all voted in favor. Motion passed.**

Minutes respectfully

Submitted by,

Brian Kelley

City Clerk/Treasurer

**SUMMARY**  
**Plainwell City Council**  
**January 8, 2018**

1. Mayor Brooks called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
2. Invocation given by Don Mejeur from Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Brooks, Steele, Keeler, Overhuel, and Keeney. Absent: None
5. Approved Minutes/Summary of the 12/27/2017 regular meeting.
6. Approved site plan for Fair Trades Coffee Shop at 203 S. Main Street.
7. Approved Water Asset Management Plan for submission to Michigan DEQ.
8. Accepted and placed on file the December 2017 Investment and Fund Balance Reports.
9. Approved Accounts Payable for \$502,174.75.
10. Adjourned the meeting at 7:22 pm.

Submitted by,  
Brian Kelley  
City Clerk/Treasurer

The City of Plainwell is an equal opportunity provider and employer

# Allegan County Board of Commissioners



County Services Building  
3283 – 122<sup>nd</sup> Avenue  
Allegan, MI 49010  
269-673-0203 Main Office  
269-686-5331 Main Fax  
<http://www.allegancounty.org>

**Dean Kapenga, Chairman**  
**Tom Jessup, Vice Chairman**

## BOARD OF COMMISSIONERS MEETING – AGENDA \*REVISION #1 – 1/9/18

Thursday, January 11, 2018 – 1PM  
Board Room – County Services Building

**DISTRICT 1**  
Dean Kapenga  
616-218-2599  
dkapenga@  
allegancounty.org

9AM CALL TO ORDER: Allegan County Clerk - Register

ROLL CALL:

OPENING PRAYER: Commissioner Gale Dugan

PLEDGE OF ALLEGIANCE:

**DISTRICT 2**  
Jim Storey  
616-848-9767  
jstorey@  
allegancounty.org

### DISCUSSION ITEMS:

**DISTRICT 3**  
Max R. Thiele  
269-673-4514  
mthiele@  
allegancounty.org

1. Board of Commissioners—Non-Motorized Blue Star Trail Ownership (160-764) ***(4-amendment: An agreement(s) subsequent to this resolution between the parties shall be drafted, which shall include, but not be limited to, specific language relative to the conditions listed within this resolution, said agreement may alter such conditions and therefore supersede the stipulations considered herein and shall only be considered executed upon approval of the Board of Commissioners; and.....) (The intention of the amendment is to limit financial liability to Allegan County ; passed 5-2 Storey, DeYoung)***
2. Board Rules of Organization ***(Chairman Dean Kapenga, Vice-Chair Max Thiele; passed 4-3 -4 votes for Thiele, 3 votes for Storey)***
3. 2018 Board Planning ***(Board rules and adjustments moved to next commission meeting; passed unanimously)***
4. Administrative Update ***( Circuit Court Judge Retirement fill in plan-Contracting for judge, and any specific legislation be directed to Mike Day Administrator [mday@allegancounty.org](mailto:mday@allegancounty.org). Equalization reported wrong PPEL in previously years from 2013 and county received over pay and now being adjusted down from around \$700,000 to about \$0 until rectified-we have to tighten our belts! CMH downsizing building(s) and reduced about 28 employees.)***

**DISTRICT 4**  
Mark DeYoung  
616-681-9413  
mdeyoung@  
allegancounty.org

**DISTRICT 5**  
Tom Jessup  
269-637-3374  
tjessup@  
allegancounty.org

**DISTRICT 6**  
Gale Dugan  
269-694-5276  
gdugan@  
allegancounty.org

1PM CALL TO ORDER:  
OPENING PRAYER: Commissioner Gale Dugan  
PLEDGE OF ALLEGIANCE:

ROLL CALL:

**PUBLIC PARTICIPATION: *(Michael VanDenBerg asked BoC to reconsider November 9, 2017 decision regarding Solid Waste Planning Site.)***

**DISTRICT 7**  
Don Black  
269-792-6446  
dblack@  
allegancounty.org

#### Mission Statement

“The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”

**CONSENT ITEMS:**

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (12/22/17 & 12/29/17 & 1/5/18 & 1/12/18) (***\$808,146.70, \$100,305.58, \$69,442.85, \$498,867.58; passed unanimously***)
- 

**ACTION ITEMS:**

1. Emergency Management-Approve Emergency Operation Plan (***Move action of the plan, and plan for the Emergency Director brief operations and changes and why on future agenda; passed unanimously***)
- 

**DISCUSSION ITEMS:**

1. \*Patrol funding millage & level of service (develop scenarios/build models for options) (***General conversation around what Allegan County needs or what are we trying to accomplish; Sheriff Dept., All Departments that were sized down in 2007, are we delivering before adequate service? Precincts-5-Millage Meetings seemed to gain little interest.***)
  2. \*Secure adequate/sustainable funding to accomplish our goals/services (Fee Review Process) (***Administration work on a model-consider additional general millage for sheriff dept. and dominos*** )
- 

**NOTICE OF APPOINTMENTS & ELECTIONS:**

1. Commission on Aging (E):
3. Senior Representative—term expired 12/31/16 (***Elect Thomas BiPeelle***)

**ROUND TABLE:**

- District-1-Dean Kapenga-***(Nothing)***
- District-2-Jim Storey-***(Nothing)***
- District-3-Max R. Thiele-***(Nothing)***
- District-4-Mark DeYoung-***(Nothing)***
- District-5-Tom Jessup-***(Nothing)***
- District-6-Gale Dugan-***(Nothing)***
- District-7-Don Black-***(I was invited to The State of The State on January 23, 2018 at The Capitol. I left at 4:00pm)***

District #7 Commissioner (616) 920-2875 Don Black Synopsis-January 11, 2018  
*(Comments in italics are my opinions and interpretation of the Commission meeting and actions)*

***Attitude***

***Before you speak, ask yourself, "Do I want to make a point, or do I want to make a difference?"***

***-Luke Jackson***

**ADJOURNMENT:** Next Meeting – Thursday, January 25, 2018, 1PM @ **BOARD ROOM – COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.**



922 Wakefield Ave  
Plainwell, MI 49080  
269-685-5841

November 28, 2017

To Whom It May Concern:

We would like to apply for a Class B Automotive dealer license. Our intentions are not to change the facility in any way, our core business will remain the same as well as our parking and operating hours.

We currently install automotive accessories and upgrades and could have the potential to have a few vehicles for sale that would be listed online.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Mike Gherardi". The signature is fluid and cursive, with a large initial "M" and "G".

Mike Gherardi  
President



# CITY OF PLAINWELL

141 N. Main Street  
Plainwell, Michigan 49080

Phone: 269-685-6821  
Fax: 269-685-7282

## SPECIAL USE PERMIT APPLICATION

1. Owner/Applicant: Name: Gherard, Mike Fee: \$100.00  
 (Last) (First) (M.I.)  
 Address: 922 Wakefield St. Plainwell MI  
 (Street & No.) (City) (State-Zip) 49080  
 Phone: 685-8411 207-4138  
 (Home) (Work)

2. Request is for a Special permit to (Specify Use): Required to obtain a class B Dealers Lic.

3. Legal Description of Property: Parcel # 03-55-207-037-00  
Lot 37 Industrial Park Park No  
3 SEC 20 TIN R11W

4. Address of Property: 922 Wakefield St.

5. Present Use and Zoning of Property: Auto AC. Installation

6. Attach an Accurate Drawing Showing:
- a) Property boundaries
  - b) Existing structures
  - c) Location of abutting streets
  - d) Existing zoning on adjacent properties
  - e) Proposed new structures
  - f) Locations of buildings on adjacent properties

7. Names and Addresses of all other persons, firms or corporations having a legal interest in the property:  
Craig Marsh

8. Applicant/Owner Signature: [Signature]  
 X \_\_\_\_\_

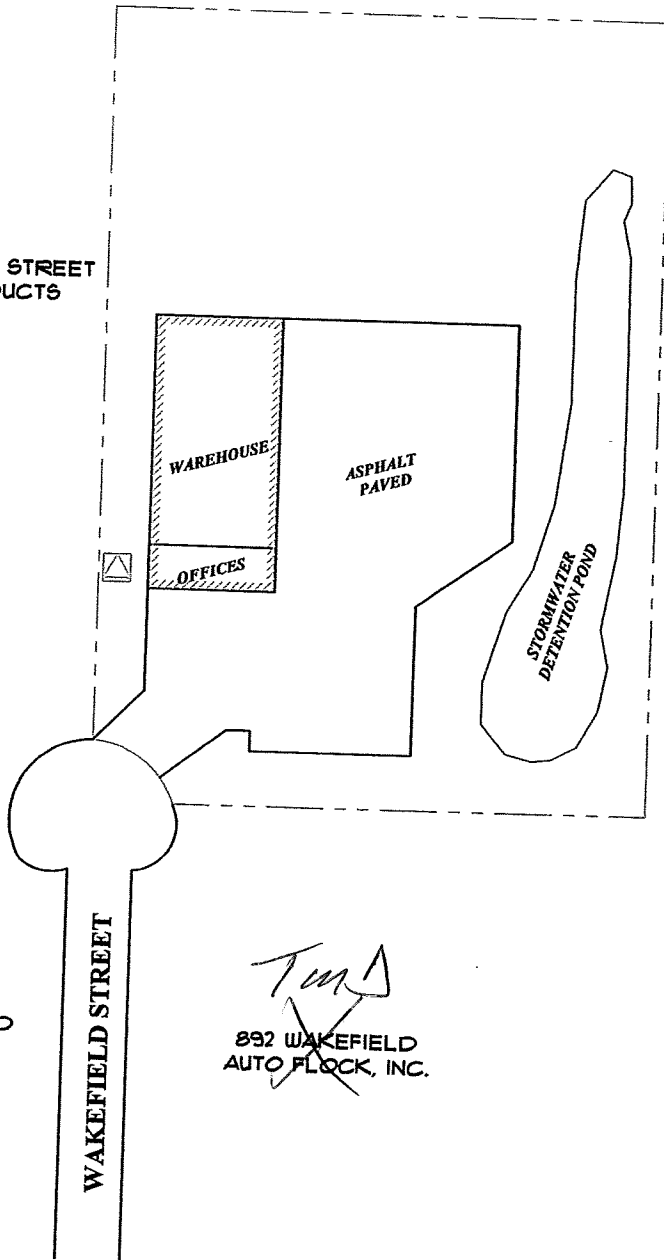
**Official use only**

Date of Application \_\_\_\_\_  
 Fee amount \_\_\_\_\_ date \_\_\_\_\_  
 Council Action \_\_\_\_\_ date \_\_\_\_\_  
 Effective date \_\_\_\_\_



RESIDENTIAL DWELLING/ LLAMA FARM

~~921 WAKEFIELD STREET  
MOST PRODUCTS~~



VACANT, UNDEVELOPED

WAKEFIELD STREET

~~892 WAKEFIELD  
AUTO FLOCK, INC.~~

CITY PARK



PM ENVIRONMENTAL, INC.  
CONSULTING ENGINEERS AND SCIENTISTS  
3340 RANGER ROAD, LANSING, MI 48906  
PH: (517) 485-3333

**FIGURE 2**  
GENERALIZED DIAGRAM OF THE SUBJECT  
SITE AND ADJOINING PROPERTIES

PROJ: COMMERCIAL BUILDING  
922 WAKEFIELD STREET  
PLAINWELL, MI

|                            |             |                  |
|----------------------------|-------------|------------------|
| THIS IS NOT A LEGAL SURVEY | DRN BY: MW  | DATE: 1/13/05    |
| VERIFY SCALE               | CHKD BY: AW | SCALE: 1" = 100' |
| 0  100'                    | FILE NAME:  | 40-187F02R00     |

IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



ND:  
 SUBJECT SITE  
 PAD MOUNTED TRANSFORMER

Appendix A

Appendix B

# City of Plainwell



“The Island City”

Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Todd Overhuel, Council Member  
Brad Keeler, Council Member  
Roger Keeney, Council Member

Department of Public Works  
126 Fairlane Street  
Plainwell, Michigan 49080  
Phone: 269-685-9363  
Fax: 269-685-7278  
Web: [www.plainwell.org](http://www.plainwell.org)

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To: Erik J. Wilson, City Manager  
From: Rick Updike, Public Works Superintendent  
Subject: Purchase of Road Salt  
Date: January

Plainwell has a contact with Morton International through the State MiDeal purchasing program for 400 tons of road salt. MiDeal is the State of Michigan purchasing program that allows local units of government to purchase vehicles, equipment, materials and services at pre-negotiated prices. A clause in the contract allows the City to actually purchase between 70 and 130 percent of the 400 tons. The contract also allows us to make a one-time purchase of road salt at a reduced rate if purchase early.

During the early purchase period the Department of Public works ordered 110 tons to fill our salt barn. We recently submitted a blanket purchase order for the remaining 290 tons. Road salt purchases are funded through to Major and Local Streets and Buildings and Grounds for parking lots. The price for the remaining 290 tons is \$11,718.

It is my recommendation that Council approve the purchase of 290 tons of road salt from Morton International for \$11,718.



**WIGHTMAN & ASSOCIATES, INC.**  
ENGINEERING ♦ SURVEYING ♦ ARCHITECTURE

Allegan Office:  
1670 Lincoln Road  
Allegan, MI 49010

Telephone:  
(269)673-8465

Fax:  
(269)927-1300

Website:  
[www.wightman-assoc.com](http://www.wightman-assoc.com)

January 16, 2018

City of Plainwell  
211 N. Main Street  
Plainwell, MI 49080-1397

Attention: Mr. Erik J. Wilson, City Manager

**RE: PRINCE STREET SIGNAL IMPROVEMENTS PROJECT  
CONTRACT MODIFICATION NO.1**

Dear Erik:

Enclosed please find three (3) copies of Contract Modification No.1 for an increase in the amount of \$2,155.00 to the original contract. Please review the Contract Modification and, if acceptable, sign the copies where indicated. Upon completion, please forward the original signed copies of the document to J. Ranck Electric, Inc. for their signatures. Once the signatures from J. Ranck Electric, Inc. are obtained, one fully executed original copy each should be returned to the City of Plainwell and my attention.

Attn: Mr. Nate Stainsby, Project Manager  
J. Ranck Electric, Inc.  
1993 Gover Parkway  
Mt. Pleasant, MI 48858

If you have any questions please feel free to contact me.

Very truly yours,

**WIGHTMAN & ASSOCIATES, INC.**

Philip A. Doorlag  
[pdoorlag@wightman-assoc.com](mailto:pdoorlag@wightman-assoc.com)

**CONTRACT MODIFICATION**

Contract Modification No.: 1

Date: January 16, 2018

**NAME OF PROJECT:** PRINCE STREET SIGNAL IMPROVEMENTS

**OWNER:** CITY OF PLAINWELL

**CONTRACTOR:** J. RANCK ELECTRIC

The following changes are hereby made to the CONTRACT DOCUMENTS:

The purpose of this Contract Modification is to add and remove items to facilitate the installation of a pole mounted traffic signal at the southwest quadrant of the M-89 and Prince Street intersection. MDOT revisions required one cable mounted traffic signal to be replaced with a pole mounted traffic signal. This modification includes the removal of the existing pedestrian signal pedestal, the installation of a new traffic signal pedestal and pole mounted traffic signal, and the removal and salvage of the existing pedestrian signal and pushbutton.

| Item No.                                 | Description                                | Unit | Current Qty. | Revised Qty. | Change in Qty. | Unit Price | Change in Contract Price |
|--|--|------|--------------|--------------|----------------|------------|--------------------------|
| 7  | TS, One Way Span Wire Mtd (LED)            | Ea   | 2            | 1            | -1             | 1,200.00   | (1,200.00)               |
| 9  | Pedestal, Alum                             | Ea   | 0            | 1            | 1              | 900.00     | 900.00                   |
| 10                                       | Pushbutton and Sign, Salv                  | Ea   | 0            | 1            | 1              | 350.00     | 350.00                   |
| 11                                       | TS, Pedestrian, Two Way Pedestal Mtd, Salv | Ea   | 0            | 1            | 1              | 500.00     | 500.00                   |
| 12                                       | TS, One Way Pedestal Mtd (LED)             | Ea   | 0            | 1            | 1              | 1,255.00   | 1,255.00                 |
| 13                                       | Pedestal, Rem                              | Ea   | 0            | 1            | 1              | 125.00     | 125.00                   |
| 14                                       | Pushbutton, Rem                            | Ea   | 0            | 1            | 1              | 100.00     | 100.00                   |
| 15                                       | TS, Pedestrian, Pedestal Mtd, Rem          | Ea   | 0            | 1            | 1              | 125.00     | 125.00                   |
| <b>SUBTOTAL CHANGE IN CONTRACT PRICE</b> |  |      |              |              |                |            | <b>\$2,155.00</b>        |

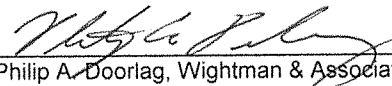
**CHANGE TO CONTRACT PRICE:**

|   |              |
|---|--------------|
| Original Contract Price:  | \$ 17,050.00 |
| Current Contract Price adjusted by previous Contract Modification:                | \$ 17,050.00 |
| The Contract Price due to this Contract Modification will be <i>increased</i> by: | \$ 2,155.00  |
| The new Contract Price including this Contract Modification will be:              | \$ 19,205.00 |

**CHANGE TO CONTRACT TIME:**

|   |                         |
|---|-------------------------|
| The original Contract completion date:                | <u>February 9, 2018</u> |
| Start Date:   | <u>January 8, 2018</u>  |
| The Contract Time will be extended                    | <u>0 weeks</u>          |
| The date for completion of all Contract work will be: | <u>February 9, 2018</u> |

Requested by: Erik J. Wilson, City Manager, City of Plainwell

Recommended by:  Philip A. Doorlag, Wightman & Associates, Inc.

Accepted by: Nate Stainsby, Project Manager, J. Ranck Electric



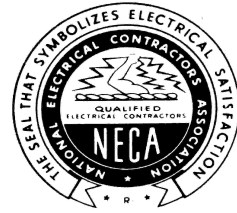
# J. RANCK ELECTRIC, INC.

SHIPPING/MAILING

1993 Gover Parkway

Mt. Pleasant, MI 48858

Phone: (800) 792-3822 • Fax: (989) 775-8830



**1/9/2018**

To: Wightman & Associates, Inc.

Attention : Philip Doorlag, EIT

Reference : MDOT Permit Prince Signal Improvements

Subject : **Change Order 1**

Provided below, are additional items that you have requested.

| Item# | Description                                | Cont Qty | Unit | Unit Price    | Amount      |
|-------|--|----------|------|---------------|-------------|
| 9     | Pedestal, Alum                             | 1        | Ea   | \$ 900.00     | \$ 900.00   |
| 10    | Pushbutton and Sign, Salv                  | 1        | Ea   | \$ 350.00     | \$ 350.00   |
| 11    | TS, Pedestrian, Two Way Pedestal Mtd, Salv | 1        | Ea   | \$ 500.00     | \$ 500.00   |
| 12    | TS, One Way Pedestal Mtd (LED)             | 1        | Ea   | \$ 1,255.00   | \$ 1,255.00 |
| 13    | Pedestal, Rem                              | 1        | Ea   | \$ 125.00     | \$ 125.00   |
| 14    | Pushbutton, Rem                            | 1        | Ea   | \$ 100.00     | \$ 100.00   |
| 15    | TS, Pedestrian, Pedestal Mtd, Rem          | 1        | Ea   | \$ 125.00     | \$ 125.00   |
|       |  |          |      |               | \$ -        |
|       |  |          |      | <b>Total:</b> | \$ 3,355.00 |

\*Please note that additional contract time may be requested if the above work items are accepted.

\*Please sign below and return if approved to proceed or send a Change Order for approval

\* Above pricing is based on revised plans dated 12/26/17

Approval signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approval name print: \_\_\_\_\_

If you have any questions or require any further information, please do not hesitate to contact our office.

Sincerely,

**J. Ranck Electric, Inc.**

Nate Stainsby

Project Manager



COMMERCIAL ALLIANCE OF REALTORS®
BUY AND SELL AGREEMENT FOR BUSINESS ASSETS WITH REAL ESTATE

(Not for Use in Sales of Stock in Corporations or Other Equity Interests in Other Entities)

Office of CALLANDER COMMERCIAL

BROKER,

Phone: 269-217-6972

FAX: 866-795-9566

Offer Date: December 21, 2017 (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 the assets, tangible and intangible, currently utilized in the operation of the business commonly known as The Fly Inn
3. Purchase Price. The purchase price for the Business entity and Real Estate shall be Two Hundred Sixty Thousand & no/100s Dollars (\$260,000.00) plus amounts for inventory and/or accounts receivable being purchased, if any, with \$ to be determined allocated to the Real Estate.
4. Payment of Purchase Price and Financing. Complete subparagraph "A" and subparagraph "B".
A. Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

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

No Financing Contingency. Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.

Financing Contingency. Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within Sixty (60) calendar 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.

**Seller understands that consummation of the sale or transfer of the Real Estate shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Real Estate is subject, unless otherwise agreed to by the lender or required by law or regulation.**

Additional Provisions:

5. Inventory. Inventory  is  is not being sold to Buyer. If inventory is being sold, it shall be described in Exhibit 5, it shall be priced at the lower of the Seller's cost or market value, the price shall be added to the price specified in this Agreement, but Buyer shall not be obligated to purchase inventory in excess of \$2,500.00. Buyer and Seller shall meet to count and price the inventory approximately six (6) days prior to closing. Other:

6. Accounts Receivable. Accounts Receivable  are  are not being sold to Buyer. If Accounts Receivable are being sold, they shall be valued as of the closing at the book amounts, less an allowance of \_\_\_\_\_ percent for doubtful accounts, and the value shall be added to the price specified in this Agreement. Seller  makes no representation or warranty regarding the collectability of the accounts, or  agrees to repurchase any accounts not collected within ninety (90) days, at face value less the above-specified allowance. Buyer shall have the right to endorse Seller's name on any instruments received in payment of purchased accounts, and Buyer shall promptly deliver to Seller any other instruments payable to Seller received after closing. Other:

7. Excluded Assets. The assets described in Exhibit 7, if any, used in the operation of the Business Entity, will be retained by Seller and are excluded from this transaction.

*Kitchaid - stained glass Fly Inn Sign W.*

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

A new survey;

ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or

boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or

A recertified survey; or

No new or recertified survey;

shall be  obtained by Buyer at Buyer's expense; or  provided by Seller to Buyer at Seller's expense, within \_\_\_\_\_ ( ) calendar 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 the new or recertified survey (or absent such the existing survey, if any) discloses any material and adverse encumbrance that is not acceptable to Buyer, then Buyer shall have the right to object and to terminate this Agreement under the terms and conditions set forth in the Title Insurance paragraph contained in this Agreement; otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

9. 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, allocated to the Real Estate, 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) calendar 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) calendar 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) calendar 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) calendar 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:

10. **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;
  - Prepaid services or products by customers;
  - Interest on any existing indebtedness assumed by Buyer;
  - Charges for any transferable service contracts assigned to Buyer that Buyer agrees to assume;
  - Prepaid insurance;
  - Utility deposits;
  - Security deposits;
  - Additional rent.
11. **Personal 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 year's tax bill.
- Not Applicable.
12. **Real Estate 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, it shall be calculated using the taxable value and the current millage rate assigned to the Premises as of the day of closing.
13. **Special Assessments (choose one):**
- Seller shall pay all special assessments which have become a lien on the Real Estate prior to the closing, whether due in installments or otherwise.
- Seller shall pay all special assessments which have become a lien on the Real Estate prior to the closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.
- Other:
14. **Inspections after the Effective Date.** Buyer and Buyer's agents shall have the right to enter upon the real estate during reasonable business hours for the purposes of conducting such inspections of the Real Estate that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections are not acceptable to Buyer by giving Seller written notice within thirty (30) calendar days after this Agreement is fully executed, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Real Estate, Business Entity, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Real Estate and Business Entity "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:
15. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Real Estate 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 to the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any, as do not materially interfere with the current use of the Real Estate and Seller shall convey the Business Entity to Buyer by Bill of Sale. 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.).

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



Buyer's Initials



Seller's Initials



16. **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 has full power and authority to conduct the business currently conducted by the Business Entity, and to enter into and carry out this Agreement. This Agreement has been properly executed by Seller and is the valid and binding Agreement of Seller, enforceable against Seller in accordance with its terms.
  - b. No approval or consent is required from any other person or entity in connection with Seller's consummation of this transaction.
  - c. The consummation of this transaction by Seller will not be in conflict with, or cause a violation of, any Seller's organizational documents, any contract by which Seller is bound, or any order, judgment or decree of any court or agency, or arbitration award, applicable to Seller.
  - d. Any financial statements or financial records of Seller delivered to Buyer are true and correct in all material respects.
  - e. All taxes and other governmental charges that could represent a lien against, or charge upon the assets comprising the Business Entity or Real Estate being sold hereunder, by reason of the conduct of the Business Entity before the closing, are now, or will be as of the closing, paid in full or otherwise discharged.
  - f. Seller has good and marketable title to all of the assets comprising the Business Entity or Real Estate being sold hereunder, and title to such assets and Real Estate shall be conveyed to Buyer at the closing, free from all liens, encumbrances, and claims of others.
  - g. There is no litigation or proceeding pending, or to Seller's knowledge, threatened against or involving Seller, or the assets comprising the Business Entity or Real Estate being transferred hereunder, and Seller does not know, or have reason to know, of any grounds for any such litigation or proceeding that could have adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Real Estate.
  - h. Seller neither maintains or is required to contribute to any employee benefit or welfare plan that could become binding on Buyer as a successor employer or result in any encumbrance against the assets being transferred hereunder.
  - i. To the knowledge of Seller, all of the machinery and equipment being transferred hereunder is in good working order and in a state of repair so as to permit the effective operation and use thereof in the ordinary course of business.
  - j. Seller warrants it has all the necessary licenses to operate the Business Entity and agrees to transfer the licenses to Buyer to the extent legally transferable and subject to third party consent(s). Said licenses are listed in Exhibit 2.c.
  - k. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order applicable to Seller or the Real Estate.
  - l. Seller shall continue to operate the Business Entity and Real Estate in the ordinary course of business and maintain the Real Estate in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
  - m. All statement(s) of income and expense with respect to the operation of the Real Estate is (are) accurate for the period(s) designated in the statement(s).
  - n. The information concerning written leases and any tenancies not arising out of written leases described in Exhibit 2.b. is accurate as of this date, and there are no leases or tenancies with respect to the Real Estate other than those described in Exhibit 2.b. (the "Leases"). The warranties of 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, none of which 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.
  - o. If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit 2.b, the Exhibit lists all the Service Contracts currently in effect with respect to the Real Estate.
  - p. The Real Estate will be in compliance with any applicable smoke detector ordinances as of the closing date.
  - q. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
  - r. Seller is without personal knowledge as to the presence on the Real Estate of any toxic or hazardous substances or of any underground storage tanks.
  - s. Other:

17. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
- a. Buyer has full power and authority to enter into and carry out this Agreement. This Agreement has been properly executed by Buyer and is the valid and binding Agreement of Buyer, enforceable against Buyer in accordance with its terms.
  - b. No approval or consent is required from any other person or entity in connection with Buyer's consummation of this transaction.
  - c. Buyer shall accept the transfer of licenses and apply for any additional licenses and permits necessary to run the Business Entity.
  - d. 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.
  - e. 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 grounds for any such litigation or proceeding that could have an adverse impact on Buyer's ability to perform, or Seller's interests under this Agreement.
  - f. 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 Real Estate or any aspect of this transaction that are not expressly set forth in this Agreement.

18. **Seller's Covenants.** Except as otherwise provided or acknowledged in this Agreement, Seller covenants and agrees with Buyer as follows:
- From the date this Agreement is fully executed until the closing, Seller shall operate the business entity only in the ordinary course, and Seller will use Seller's best efforts to preserve intact the present business organization and the relationships with persons having business dealings with Seller.
  - Seller will assign all of Seller's rights under any Service Contracts, which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract signed.
  - Seller shall provide Buyer and Buyer's representatives with reasonable access to Seller's facilities and Seller's business and financial records during such hours as are mutually agreed by Buyer and Seller.
  - Seller agrees not to engage in any activity competitive to the Business Entity, either directly or indirectly, whether as proprietor, shareholder, partner, or other entity owner, employee, director, officer, consultant, agent, or otherwise within a radius of \_\_\_\_\_ miles from the present location of Business Entity for a period of \_\_\_\_\_ after the closing.
  - Seller  shall  shall not be required to provide customer transition assistance and training to Buyer for four (4) weeks  days  hours described as follows:  
(to be determined)

19. **Licenses.** Buyer's obligation to close this transaction shall be contingent upon the transfer and/or issuance of the following licenses or permits and receipt of the following inspections showing substantial compliance with laws and governmental regulations:
- Local Health Department where Business Entity is required to be licensed. Jurisdiction Allegan County
- License(s) for existing lotto or lottery operations by Michigan Lottery Licensing Department.
- Other:

Buyer's obligation to close this transaction shall be contingent upon Buyer obtaining conditional approval from the Michigan Liquor Control Commission of the transfer of: License(s) for existing operations involving the sale of alcoholic beverages by the Michigan Liquor Control Commission. Types and license numbers:

Seller and Buyer shall promptly do such things and perform such acts as may be necessary or advisable in the exercise of their best efforts to make application for and expeditiously conclude the transfer of the aforementioned liquor license(s) including compliance with all reasonable requests or requirements from local governing bodies. The parties acknowledge that the actual transfer and/or issuance of the license may not occur until after closing. Therefore, so long as Buyer has the conditional approval described above, such actual transfer and/or issuance shall not be a contingency of closing. Other:

Buyer represents and warrants to Seller: (i) Buyer has never been convicted of a felony; (ii) Buyer has never been denied an alcoholic beverage license; (iii) Buyer has never been called for a violation of the Michigan Liquor Control Act; (iv) Buyer knows of no reason why the application for the aforementioned transfer of license might be denied; (v) Buyer understands that alcoholic beverage inventory must be paid for in cash at the closing; (vi) None of the funds being used by Buyer to finance the purchase of the Business Entity will be borrowed, except as follows or as provided in this Agreement.

20. **Closing.** The closing shall be held on or before Feb 15, 2018 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of thirty (30) days shall be allowed for closing to accommodate delays in obtaining any required inspections, surveys or repairs, obtaining consents from any landlord, obtaining transfers and/or issuance of any alcoholic beverage, lotto, or lottery or other license or permit specified herein, 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 shall be allowed for closing to accommodate delays in obtaining any required inspections or repairs. The obligations of the Seller and the Buyer to close the transaction shall each be conditioned upon all of the representations and warrants of the other being true and correct as of the closing date.
- Buyer shall be entitled to possession of the Business Entity and Real Estate being transferred hereunder at the conclusion of closing.  
Other:
  - The sum of \$5,000.00 shall be withheld from the cash portion of the purchase price and deposited with the above-named Broker, to be held in escrow until such time as Seller has furnished to Buyer a conditional tax clearance certificate from the Michigan Department of Treasury showing all taxes administered by the Department to have been paid to the closing date. If a tax clearance certificate, conditional or otherwise, is not received from Seller within eighteen months, then the monies escrowed under this paragraph shall be automatically disbursed to the Buyer.
21. **Possession.** Seller shall tender to Buyer possession of the Real Estate upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
22. **Damage to Business.** If between the date of this Agreement and the closing date, all or any part of the premises where the Business Entity conducts its affairs or Real Estate is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the premises or Real Estate 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.

- 23. 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 the assets of the Business Entity.
  - 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 that 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.
  - Any other documents required by this Agreement to be delivered 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.
- 24. 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 acknowledgment of the receipt of all security deposits.
  - Any other documents required by this Agreement to be delivered by Buyer.
- 25. 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.
- 26. Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, 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).
- 27. 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.
- 28. 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.
- 29. 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.
- 30. Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Broker(s) by a credit reporting agency.
- 31. Environmental.**
- 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.
  - Environmental reports and assessments.**
    - Within ten (10) calendar 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").
    - Buyer shall have a period of fourty (40) calendar 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) calendar 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) calendar days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. Nondisclosure.

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

d. Other:

- 32. **Professional Advice.** Both the Buyer and the Seller confirm that they have been advised by the Broker(s) involved in this transaction to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction, and that Broker(s) makes no representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer and Seller further acknowledge that Broker(s) recommends that Buyer retain an attorney to pass upon the marketability of title, to ascertain that terms of the sale are adhered to before the transaction is closed, and to advise with respect to this Agreement, before the transaction is consummated.
- 33. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to its subject matter; provided, however, that the terms and conditions of any related addendum are incorporated by reference. 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.
- 34. **Binding Effect.** Seller shall have twenty (20) calendar days to deliver a completed Notice of Unemployment Tax Liability and Rate form (UIA 1027) and this Agreement shall not be effective until two calendar days have passed (excluding Saturdays, Sundays, and legal holidays) after Seller has delivered to Buyer the completed Notice of Unemployment Tax Liability and Rate form (UIA 1027) after which, this Agreement shall be binding upon and inure to the benefit of the Buyer and the Seller and their respective heirs, personal representatives, successors, and assigns, as the case may be; provided, however, that neither party shall assign this Agreement without the consent of the other party. Other:
- 35. **Unenforceability.** In the event any provision of this Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect as if such invalid or unenforceable provision were not contained herein. This Agreement shall survive the closing.
- 36. **Earnest Money.** Buyer gives CALLANDER COMMERCIAL, Broker, three (3) days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller.  
 Buyer shall deposit \$ 5,000.00 with Callander Commercial, Escrow Agent, [insert name of Broker, Title Company or other]  with this offer or  within five (5) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If 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.
- 37. **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 under separate contract. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is/are an intended third party beneficiary that is entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

three 00

38. **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.
39. **Financial Records.** Seller shall deliver to Buyer within seven (7) days after the Effective Date the financial statements of Seller and statements of income and expense for the prior three years and year-to-date, if available, with respect to the operation of the Real estate and the Business Entity. Other:
- 40: **Other Provisions:**  
Offer contingent upon all inspections including environmental Phase I, physical inspection, survey, financial statements, proof of transferability of lease of adjoining property, and identification of any and all existing service/maintenance/lease contracts. Offer may be extended additional 30 days if required for Environmental Phase I inspection.

41. **Index of Exhibits.** Seller to furnish within the calendar days from effective date as specified below:

| Not Applicable | Attached | Obtained by outside source | Exhibit # | Subject   | Exhibit to be furnished within <u>15</u> number of calendar days: |
|----------------|----------|----------------------------|-----------|---|---|
|                | X        | X                          | 2.a.      | Machinery, equipment, furniture, fixtures, Leasehold improvements, & other tangible personal property |   |
|                |          | X                          | 2.b.      | Seller's rights under the existing contracts, including any real estate or personal property leases   |   |
|                |          | X                          | 2.c.      | Licenses, approvals, certificates, permits  |   |
|                |          | X                          | 2.d.      | Trade names, trademarks, service marks, copyrights, inventions, designs, patents, and trade secrets   |   |
|                |          | X                          | 2.e.      | Additional business records   |   |
|                |          | X                          | 2.f.      | Telephone number, any post office box, and the name of the Business Entity and any other name         |   |
|                |          | X                          | 3         | Allocation of Purchase Price  |   |
|                |          | X                          | 5         | Inventory   |   |
|                |          | X                          | 7         | Excluded Assets   |   |
|                |          | X                          | 39        | Financial statements or financial records of Seller   |   |
|                |          | X                          | 39        | Statement of income and Expenses  |   |
|                |          |                            |           |   |   |
|                |          |                            |           |   |   |
|                |          |                            |           |   |   |
|                |          |                            |           |   |   |

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 thirty (30) calendar 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.

42. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.

Buyer: LLC to be determined (print name of individual or entity)

Buyer: (print name of individual or entity)

Signature: Patrick M. Dillon Patrick M. Dillon

Signature: Melanie A. Waltz Melanie A. Waltz

Its: Secretary (if Buyer is an entity)

Its: President (if Buyer is an entity)

Buyer's Address: 3534 Twin Spruce Drive Kalamazoo, MI 49004

Bus. Phone: 517-285-0185 Fax:

Email: pmdillon@att.net

Date: December 21, 2017 Time:

43. SELLER'S ACCEPTANCE

The above offer is hereby accepted [ ] as written [X] modified as follows:

Purchase price to be \$275,000 - CA

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 5:00 pm (time) Dec 23, 2017 (date) to obtain Buyer's written acceptance of Seller's counter offer.

X Seller: CATHY L. DUNN (print name of individual or entity)

Seller: RICHARD DUNN (print name of individual or entity)

Signature: Cathy L. Dunn

Signature: Richard Dunn

Its: (if Seller is an entity)

Its: (if Seller is an entity)

Seller's Address: 9550 N. 16th PLAINWELL, MI 49080

Bus. Phone: Fax:

Email:

For the Business Entity

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)

Seller's Address:

Bus. Phone: Fax:

Email:

For the Real Estate

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)

Seller's Address:

Bus. Phone: Fax:

Email:

44. BUYER'S RECEIPT OF ACCEPTANCE

Date: December 22, 2017 Time: 07:00

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:

Purchase price \$265,000 owner to retain KitchenAid Mixer and stained glass Fly Inn sign.

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 5:00 PM (time) December 26, 2017 (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: LLC to be determined
(print name of individual or entity)
Signature: Patrick M. Dillon
Its: Secretary

Buyer:
(print name of individual or entity)
Signature: Melanie A. Waltz
Its: President

45. 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.

For the Business Entity

Seller:
(print name of individual or entity)
Signature:
Its:
(if Seller is an entity)

Seller:
(print name of individual or entity)
Signature:
Its:
(if Seller is an entity)

For the Real Estate

Seller:
(print name of individual or entity)
Signature:
Its:
(if Seller is an entity)

Seller:
(print name of individual or entity)
Signature:
Its:
(if Seller is an entity)

BROKER RECOMMENDS THAT BOTH BUYER AND SELLER RETAIN LEGAL COUNSEL

44. 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: \_\_\_\_\_

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

45. 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.

For the Business Entity

Seller: Cathy L. Dunn  
(print name of individual or entity)

Seller: Richard L. Dunn  
(print name of individual or entity)

Signature: Cathy L. Dunn

Signature: Richard L. Dunn

Its: \_\_\_\_\_  
(if Seller is an entity)

Its: \_\_\_\_\_  
(if Seller is an entity)

For the Real Estate

Seller: Cathy L. Dunn  
(print name of individual or entity)

Seller: Richard L. Dunn  
(print name of individual or entity)

Signature: Cathy L. Dunn

Signature: Richard L. Dunn

Its: \_\_\_\_\_  
(if Seller is an entity)

Its: \_\_\_\_\_  
(if Seller is an entity)

**BROKER RECOMMENDS THAT BOTH BUYER AND SELLER RETAIN LEGAL COUNSEL**



# Water Renewal

Superintendent: Bryan Pond

December 2017



## Significant Department Actions and Results

Painting of the back rooms of the control building was completed this month.

Colder than average temperatures caused some minor operational problems none of which was significant.

## Pending Items (including CIP)

Replace Bio -Filter Media  
Replace Hill St lift Station  
Engineering to replace Srew Pumps  
Paint back Room and Chemical Room  
Six new Radios SRM 6230

## Expenditure Summary/Issues

(budgeted)

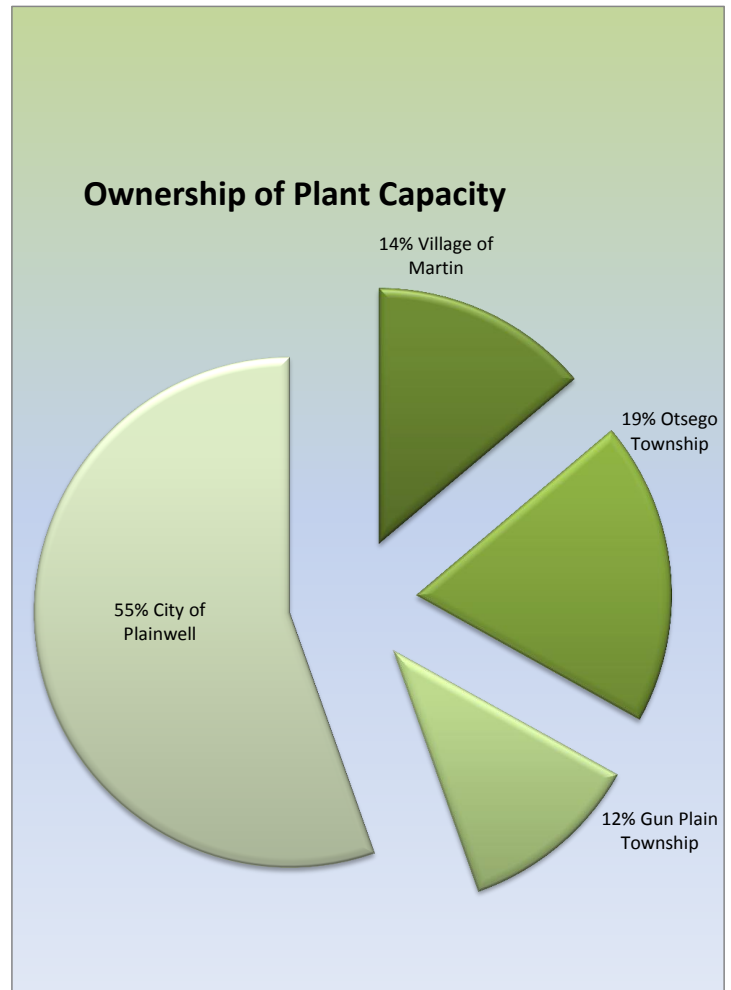
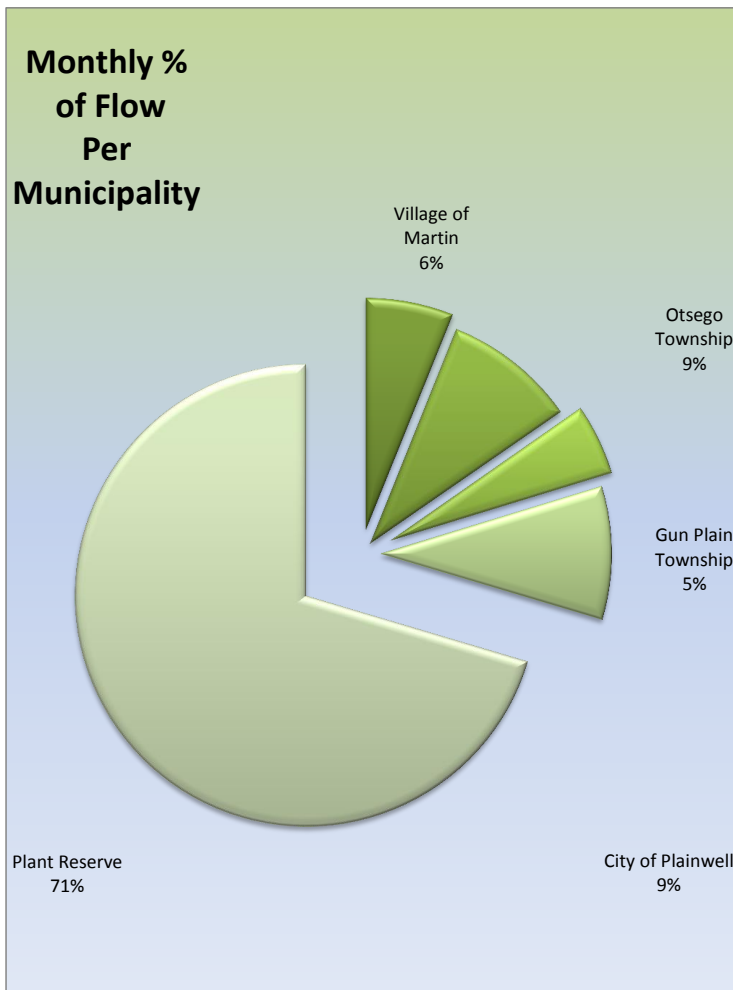
(completed)

|                                   |               |      |            |
|-----------------------------------|---------------|------|------------|
| Replace Bio -Filter Media         | 30,000        | 100% | \$23,189   |
| Replace Hill St lift Station      | 90,000        | 33%  | \$31,000   |
| Engineering to replace Srew Pumps | 37,114        | 12%  | \$4,715    |
| Paint back Room and Chemical Room | 28,000        | 100% | \$19,690   |
| Six new Radios SRM 6230           | <u>13,000</u> | 0%   | <u>\$0</u> |
|                                   | 198,114       |      | \$78,594   |

## 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 |
|---|----------------------------|------------------------------|---------|-----------------------------|
| <b>Village of Martin</b>                                  | 1,309,130                  |                              |         |                             |
| Gun River MH Park   | 1,134,000                  |                              |         |                             |
| US 131 Motor Sports Park                                  | 0                          |                              |         |                             |
| <b>Total:</b>   | 2,443,130                  |                              |         |                             |
| <b>AVG. DAILY:</b>  | 69,804                     | 180,000                      | 61%     | 14%                         |
| <b>Otsego Township</b>                                    | <b>Total:</b> 3,740,000    |                              |         |                             |
|   | <b>AVG. DAILY:</b> 106,857 | 250,000                      | 57%     | 19%                         |
| <b>Gun Plain Township</b>                                 | <b>Total:</b> 1,397,000    |                              |         |                             |
| North 10th Street   | 372,530                    |                              |         |                             |
| Gores Addition  | 225,000                    |                              |         |                             |
| <b>AVG. DAILY</b>   | 56,987                     | 150,000                      | 62%     | 12%                         |
| <b>City of Plainwell</b>                                  | <b>Total:</b> 3748076      |                              |         |                             |
| <b>AVG. DAILY:</b>  | 120906                     | 720,000                      | 83%     | 55%                         |
| <b>Avg. Daily Plant Flow from entire service district</b> | 0                          |                              |         |                             |



## State Required Reporting Compatible Pollutants

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

**Carbonaceous Biochemical oxygen demand (CBOD-5):**

|         |    |      |
|---------|----|------|
| 25 mg/l | 15 | 9.21 |
|---------|----|------|

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

**TOTAL SUSPENDED SOLIDS (TSS):**

|         |    |    |
|---------|----|----|
| 30 mg/l | 15 | 11 |
|---------|----|----|

*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):**

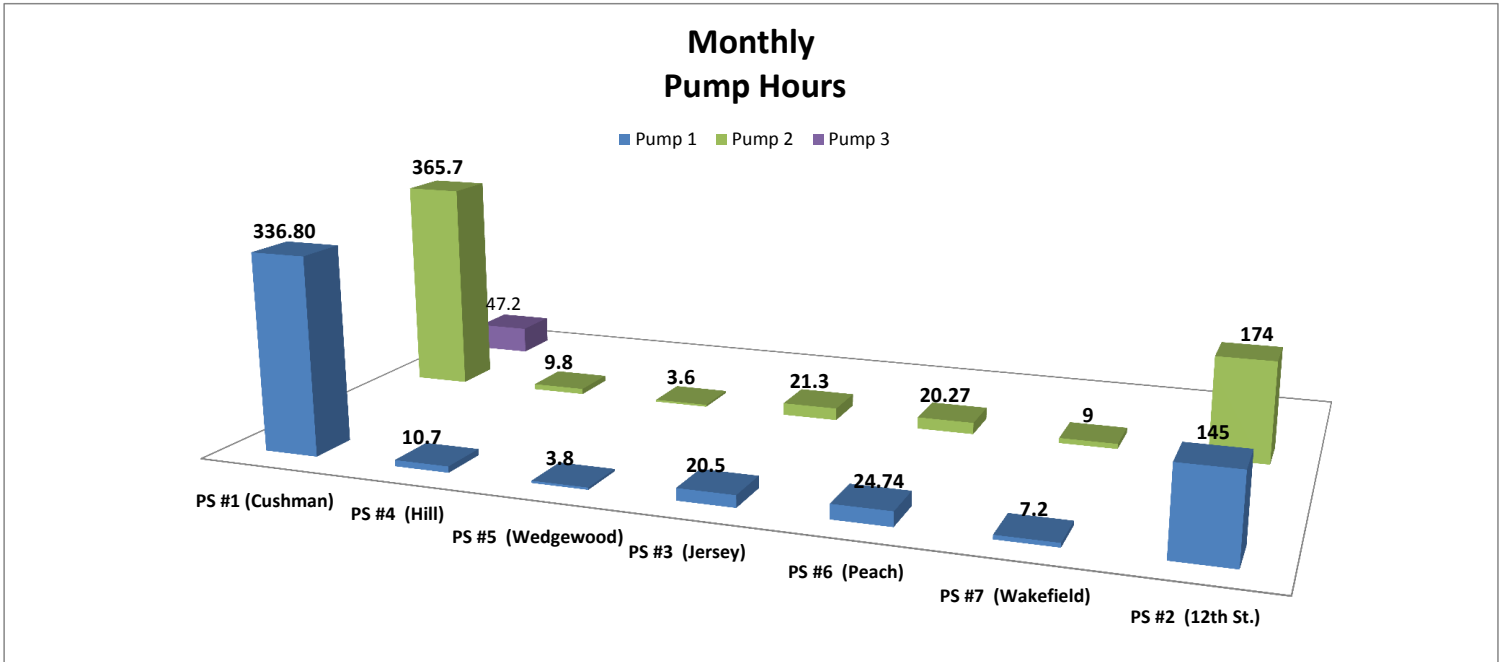
|          |      |      |
|----------|------|------|
| 1.0 mg/l | 0.45 | 0.32 |
|----------|------|------|

*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 | 4 |
|--------------|----|---|

*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.

**CITY OF PLAINWELL  
MINUTES  
Planning Commission – Joint Meeting  
January, 17, 2017**

1. Call to Order at 7:00 p. m. by Chair Lubic
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Jay Lawson, Lori Steele, Diana Lubic, Rachel Colingsworth, Jim Higgs and Gary Sausaman,  
Excused: Chris Haas  
City Council Members – Roger Keeney, Mayor Brooks
4. Approval of Minutes – 12/16/17  
**Higgs motioned to approve minutes as received seconded by Lawson. Minutes approved on an all in favor voice vote.**
5. Chairperson’s Report: Lubic wanted to publicly thank Officer Aaron Chapman for his quick response to a 911 call at her residence. Officer Chapman offered comfort and compassion and she truly is thankful for our Public Safety Department.
6. New Business:  
**A. Electronic Sign permit for Aubree’s. Higgs motioned and recommended the sign be approved and move to Council Agenda, Sausaman seconded. All approved.**
7. Old Business:  
None
8. Reports and Communications:  
A. Accepted the 11/27/17 & 12/11/17 Council Minutes. **Minutes were accepted as presented.**
9. **Open Public Hearing for Auto Image Special Use Permit.**  
**A. Public Hearing** – Auto Image requesting a special use permit to obtain a Class B vehicle license to sell used cars. Mike Gherardi presented the reason for wanting this license was mainly to obtain insurance for his business that he is not eligible for without a Class B License. He also stated and Planning agreed that no more than 5 or 6 cars per year would be sold from his business.

**Public Comments:** Business Owner Andy Roach, Drew Telcome, voiced concern over the amount of traffic it may cause and the amount of cars allowed to be sold. He was concerned as well about how the City would keep track of the number of cars sold on Auto Image Property.

**The Public Hearing was closed with a motion by Lawson and seconded by Steele. With no further discussion a motion to allow Auto Image to sell no more than 5 cars per year on his property, and email Siegel when he has sold a vehicle, so the City has an accurate count, was made by Lawson and seconded by Steele. An all in favor vote to recommend this motion to Council was voted on and passed.**

10. **Open Joint Meeting with City Council**

Williams & Works, Max Dillivan, presented an exercise to combine the M-1 and M-2 zones. This is in connection with our Implementation Matrix, in the Master Plan to create flexible regulations for the Industrial Park and surrounding Manufacturing area.

Planning Commission and City Council went through the exercise and discussed each of the listed uses to determine if it should be a Permitted Use; a Special Land Use; or Not Permitted.

**Similar Use Provision** will be added to the Ordinance. This will allow the Zoning Administrator to classify a use based on standards or to forward that determination to the Board of Zoning Appeals to make final determination.

Dillivan will finalize the notes and present the new M-1 Zoning standards and the Similar Use Provision language to the Planning Commission in March.

11. Pubic Comments

Peter Dams resident on Miller Road just mentioned that he was good with the Public Hearing comments.

12. Staff Comments:

Siegel, Community Development Manager, reported out on the Implementation Matrix of the Master Plan, highlighting to Council and Planning Commission the City's progress in completing the desire goals and objectives of the Master Plan.

- Review of the Zoning Ordinance process and procedures
- Adopting new zoning requirements – Create flexible regulations for the Industrial Park
- River to River Trail Strategic Plan Committee – we have been working on this Master Plan with surrounding jurisdiction for the last 2 years.
- Convert the Paper Mill and site to mixed development including employment based land uses. Sweetwater's
- Conduct an annual review of the Master Plan to determine progress
- Work with business owners to cross promotes business and attractions in the community.
  - ✓ City business directory; businesses are collaborating on marketing and events; Golden Tickets funded by Midway Chevrolet
- Projects underway or completed
  - ✓ Harding's Redevelopment Site – now Ace Hardware
  - ✓ Dog Park – Met our grant goal raised a total of \$43,000- Fence Bids went out yesterday, 1/16/18.
  - ✓ Restroom in Sherwood Park, DNR Rec grant – underway
  - ✓ Pickle Ball Court in Thurl Cook Park – underway

Wilson, City Manager, reported that the EPA announces Plainwell Paper site is included on the initial list of National Priorities List (NPL) sites with the greatest expected redevelopment and commercial potential.

13. Commissioner Comments:

Mayor Brooks, thanked Max Dillivan for the work and guiding them through the exercise. He also welcomed Rachel Colingsworth to the Planning Commission. Lubic, wanted again to thank her neighbors for their support, it speaks highly of Plainwell when people are so willing to help their neighbor.

14. Adjournment:

The meeting was adjourned at 8:48 p.m.

Minutes submitted by Denise Siegel, Community Development Manager

## **DRAFT**

**M-40/M-89 Corridor Committee Minutes  
October 31, 2017  
10:00 a.m.  
Allegan County Road Commission  
1308 Lincoln Road  
Allegan, Michigan 49010**

### **1. Welcome and Introductions**

Robert Kaarlie welcomed everyone and introductions occurred at 10:00 a.m. People in attendance included:

- Craig Atwood, Allegan County Road Commission
- Jason Cole, Michigan Department of Transportation
- Linda Evans, Allegan Township
- Aaron Haskin, City of Allegan
- Dean Kapenga, Allegan County Board of Commissioners
- Robert Kaarlie, Allegan County Road Commission
- George Mohr, Allegan Public Schools
- Jim Pitsch, Salem Township
- Jim Rybicki, Allegan County Road Commission
- Harry Smith, Valley Township
- Russ VanDam, Overisel Township
- Michael VanDenBerg, Gun Plain Charter Township
- Marv Voss, Cheshire Township
- Dan Wedge, Allegan County
- Dave Bee, West Michigan Regional Planning Commission

### **2. Review of Minutes**

**A MOTION WAS MADE BY** Michael VanDenBerg to accept the minutes of July 25, 2017. **SUPPORTED BY** Dean Kapenga. **MOTION PASSED.**

### **3. MDOT Update**

Jason Cole provided an update to the Committee. M-89 from the Road Commission to Hubbard Street was repaved and striped this year. People seem to appreciate the new lane configurations. M-40 in will be improved in 2018 between 124th Avenue and 136th Avenue (chip seal from 124th to 134 and reconstruct between 134th and 136th). There was a question about installing a signal at 136th Avenue and MDOT is talking to ACRC about this project. On the east-west portion of M-89 they are installing a signal in Fennville. On US-131 south of the Plainwell/Otsego interchange MDOT will be doing some joint repairs in 2018. In 2022 M-40/M-89 will be improved between 29th Street and M-222 – improvements will include joint repairs, paving, and sidewalk ramps. There was a question about why M-40 south is not all-season and if there are any plans to make this improvement (no plans are currently known).

#### **4. Allegan County Road Commission Update**

Craig Atwood reported that all of the rain is slowing down the completion of several projects. There are two major bridge projects going on, one is the 30th Street bridge and it should be completed in December. All of the chip seal projects are complete. There are a couple of ongoing paving projects in Allegan Township. Gravel roads are a mess due to the rain.

#### **5. West Michigan Regional Planning Commission Update**

Dave Bee provided an overview of the West Michigan Regional Planning Commission (WMRPC) since there was no formal speaker scheduled. He went over a brochure that described the goals of the WMRPC, the major programs the WMRPC administers, funding sources, staffing, membership, Commission make-up, Allegan County's representatives on the Commission, and other information.

#### **6. Macatawa Area Coordinating Council**

Elisa Hoekwater was not present but provided D. Bee with a summary of activities and a handout announcing an open house for the Downtown Holland Traffic Study.

#### **7. Local Businesses/Communities/Other Organizations – Updates, Issues, and Concerns**

There was no update.

#### **8. Discussion of Long and Short Term Goals**

Robert Kaarlie encouraged everyone to take a good look at the goals and be ready to provide feedback at the January meeting when the Committee will review the goals.

#### **9. Round Table/ Corridor Issues**

- Aaron Haskin informed the group that the City is working on a lot of chip seal projects and some riverfront improvements. He also let everybody know that they received a Safe Routes 2 School grant for five projects involving sidewalks and other improvements.
- Harry Smith is pleased that the North Street traffic signal was removed in Otsego. He has received a lot of comments about the recently repaved and restriped portion through Allegan – while everybody feels the improvements are great, the manhole covers are not level and causing a rough ride. This is due to the depth of the pavement and the fact that the road diet has placed the cars' wheel paths over the covers.
- There was a question about adding a sidewalk from the High School to Delano Street in Allegan. Linda Evans said there are not that many pedestrians along the portion of the corridor.
- Dan Wedge said that overall transit ridership is up, with the increase coming from non-program riders (riders related to specific programs seems to be on the decline).



This change could signal the need for a change in how transit is funded. The Volunteer Driver program was moved to the Transit Building.

- Linda Evans reported that another Dollar General is planned for Allegan Township. She praised the road diet portion of the corridor through Allegan.
- Michael VanDenBerg reminded MDOT of the flooding issue a resident is having. He also mentioned a new Dollar General in Gun Plain Township.
- Jim Pitsch started a discussion about shoulders and bike lanes. He will be seeking assistance in a countywide look at facilities.

### **10. Future Meeting Dates and Locations**

2018 Dates for the Committee will be held at Allegan County Road Commission offices at 10:00 a.m. on the following dates: January 30, April 24, July 31, and October 30. There was a request to meet at a table instead of a head table and chairs.

### **11. Future Agenda Items**

Michigan Department of Natural Resources roles related to transportation is one issue people would like to hear more about. The January meeting will be the organizational meeting where the Committee elects officers, reviews goals, and revisits the bylaws (Dave will bring donuts to make it worth attending).

### **12. Other Business**

There was no other business

### **13. Adjournment**

The meeting adjourned at 11:00 a.m.



## "The Island City"

## MEMORANDUM

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

TO: Erik J. Wilson, City Manager  
FROM: Brian Kelley, City Clerk/Treasurer  
DATE: January 19, 2018  
SUBJECT: Accounts Payable Register

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**ACTION RECOMMENDED:** The City Council should consider approving the Invoice Approval Register and the Off-Cycle Payment Authorization reports, as presented.

The City Council reviews and approves the Accounts Payable total at each Council Meeting, which includes an Invoice Approval Register and an Off-Cycle Payment Authorization report. The Invoice Approval Register lists the regular billings issued to the city and consists, primarily, of paper checks. The Off-Cycle Payment Authorization report includes automated clearing house (ACH) payments, paper checks and electronic funds transfer (EFT) payments.

The attached documents cover the period from January 5 through February 1, 2018 and includes the following breakdown:

|                                       |                            |
|---------------------------------------|----------------------------|
| Paper checks in regular bill listing: | \$ 49,222.77               |
| Other paper checks issued off-cycle:  | 713.37                     |
| ACH payments for property taxes:      | 426,662.27                 |
| ACH payments for city business:       | 40,195.49                  |
| EFT payments (auto-pay payments):     | <u>690.31</u>              |
| Total Accounts Payable                | <u><u>\$517,484.21</u></u> |

01/18/2018 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
 EXP CHECK RUN DATES 01/23/2018 - 01/23/2018  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

| Vendor Code                                    | Vendor Name   | Description                                       | Amount   |
|--|---|---|----------|
| 000624   | AIS CONSTRUCTION-JOHNDEERE POWERPLN<br>W49556         | EQUIP REPAIR                                      | 4,222.29 |
| TOTAL FOR: AIS CONSTRUCTION-JOHNDEERE POWERPLN |   |   | 4,222.29 |
| REFUND UB                                      | BAKER AGENCY, INC.<br>01/18/2018                      | UB refund for account: 05-00078313-00             | 2.76     |
| TOTAL FOR: BAKER AGENCY, INC.                  |   |   | 2.76     |
| 000461   | BOB'S HARDWARE<br>049595                              | BELT  | 18.99    |
|  | 49595   | TORO SNOW THROWER BELT                            | 18.99    |
| TOTAL FOR: BOB'S HARDWARE                      |   |   | 37.98    |
| 002116   | CHARTER COMMUNICATIONS (SPECTRUM)<br>2018-01 DPS/FIRE | 1/19/17 - 2/18/18 DPS/FIRE INTERNET/PHONE/CABLE   | 535.43   |
| TOTAL FOR: CHARTER COMMUNICATIONS (SPECTRUM)   |   |   | 535.43   |
| 002219   | CLARK TECHNICAL SERVICES<br>7-2018                    | DECEMBER 2017 SUPPORT                             | 1,072.50 |
| TOTAL FOR: CLARK TECHNICAL SERVICES            |   |   | 1,072.50 |
| 000009   | CONSUMERS ENERGY<br>2017-12A                          | 12/1/17 - 12/31/17 ELECTRIC BILLS                 | 3,296.15 |
| TOTAL FOR: CONSUMERS ENERGY                    |   |   | 3,296.15 |
| 002703   | CONTINENTAL LINEN SERVICES INC<br>2017-12 CITY HALL   | 2017-12 CITY HALL RUGS                            | 43.04    |
|  | 2017-12 DPS/FIRE                                      | 2017-12 DPS/FIRE RUGS                             | 38.74    |
|  | 2017-12 DPW   | 2017-12 DPW UNIFORM/RUGS/MISC                     | 194.83   |
|  | 2017-12 WR  | 2017-12 WR UNIFORMS/RUGS/MISC                     | 59.34    |
| TOTAL FOR: CONTINENTAL LINEN SERVICES INC      |   |   | 335.95   |
| REFUND TAX                                     | CORELOGIC CENTRALIZED REFUNDS<br>01/18/2018           | 2017 Win Tax Refund 55-100-033-10                 | 1,354.57 |
|  | 01/18/2018  | 2017 Win Tax Refund 55-360-008-00                 | 928.99   |
|  | 01/18/2018  | 2017 Win Tax Refund 55-030-033-00                 | 3,059.62 |
|  | 01/18/2018  | 2017 Win Tax Refund 55-030-034-00                 | 200.24   |
|  | 01/18/2018  | 2017 Win Tax Refund 55-230-028-00                 | 654.48   |
| TOTAL FOR: CORELOGIC CENTRALIZED REFUNDS       |   |   | 6,197.90 |
| 001610   | DALE W. HUBBARD, INC (CLEAN EARTH)<br>2-11677         | TANK CLEANING LIFT STATIONS AND PLANT             | 1,985.00 |
|  | 2-11935   | CLEAN & TV E BRIDGE ST SEWER FROM FLORAL TO PRAIF | 1,773.90 |
| TOTAL FOR: DALE W. HUBBARD, INC (CLEAN EARTH)  |   |   | 3,758.90 |
| 002246   | ELHORN ENGINEERING CO.<br>272240                      | REPLACE CHLORINE SCALE AT WELL #5                 | 1,730.00 |
| TOTAL FOR: ELHORN ENGINEERING CO.              |   |   | 1,730.00 |
| 004798   | ENDRESS + HAUSER<br>6001935000                        | UPGRADE CHIP WR                                   | 514.68   |
| TOTAL FOR: ENDRESS + HAUSER                    |   |   | 514.68   |
| 000164   | ETNA SUPPLY CO INC<br>S102472062.001                  | WATER PARTS                                       | 2,400.00 |
| TOTAL FOR: ETNA SUPPLY CO INC                  |   |   | 2,400.00 |







|   |  |   |          |
|---|--|---|----------|
| 000984  | EVOQUA WATER TECHNOLOGIES LLC (SIEM<br>903384803 | FY 17-18 ANNUAL PURCHASE OF BIOXIDE REIMBURSABL | 300.00   |
| TOTAL FOR: EVOQUA WATER TECHNOLOGIES LLC (SIEM) |  |   | 300.00   |
| 004850  | FERGUSON<br>4535961-1                            | TOILET FOR CITY HALL MENS RESTROOM              | 154.76   |
|   | CM491478   | CREDIT FOR RETURN                               | (154.76) |
| TOTAL FOR: FERGUSON                             |  |   | 0.00     |
| 004850  | FERGUSON WATERWORKS<br>4535961                   | MEN'S TOILET CITY HALL                          | 212.75   |
|   | 4538667  | CITY HALL MEN'S TOILET                          | 367.51   |
|   | CM492202   | CREDIT FOR RETURN                               | (212.75) |
| TOTAL FOR: FERGUSON WATERWORKS                  |  |   | 367.51   |
| 002659  | FONTAINE URBAN DESIGN LLC<br>2017-12             | 1/1/17 - 12/31/17 PLANNING CONSULT              | 2,000.00 |
| TOTAL FOR: FONTAINE URBAN DESIGN LLC            |  |   | 2,000.00 |
| 000134  | HAROLD ZEIGLER INC<br>272372                     | PD CAR #4 REPAIR                                | 448.00   |
| TOTAL FOR: HAROLD ZEIGLER INC                   |  |   | 448.00   |
| 003040  | HART'S JEWELRY<br>2018-01                        | GOLDEN TICKET PAYMENT JAN 2018                  | 50.00    |
| TOTAL FOR: HART'S JEWELRY                       |  |   | 50.00    |
| 003067  | HELPNET (BBC-HELPNET)<br>16987                   | 1/1/18 - 3/1/18 EMPLOYEE ASSISTANCE PROGRAM     | 299.88   |
| TOTAL FOR: HELPNET (BBC-HELPNET)                |  |   | 299.88   |
| 002281  | HOME DEPOT<br>2017-12                            | DECEMBER 2017 STATEMENT                         | 434.05   |
| TOTAL FOR: HOME DEPOT                           |  |   | 434.05   |
| 001993  | KERKSTRA PORTABLE RESTROOMS INC<br>117566        | HANDI-CAP RESTROOM @ SHERWOOD PARK              | 95.00    |
| TOTAL FOR: KERKSTRA PORTABLE RESTROOMS INC      |  |   | 95.00    |
| 001920  | LAKE MICHIGAN MAILERS<br>386609                  | BALANCE OF POSTAGE FOR 2018 PERSONAL PROPERTY M | 120.65   |
| TOTAL FOR: LAKE MICHIGAN MAILERS                |  |   | 120.65   |
| 000356  | LOCK MASTER SECURITY LLC<br>8291                 | SECURITY MONITOR & MOUNTING HARDWARE/INSTALL    | 690.00   |
|   | 8292   | SECURITY FOR CITY HALL                          | 1,208.00 |
| TOTAL FOR: LOCK MASTER SECURITY LLC             |  |   | 1,898.00 |
| 004854  | METAL COMPONENTS LLC<br>OP -78159                | HISTRORICAL PLAQUES                             | 770.00   |
| TOTAL FOR: METAL COMPONENTS LLC                 |  |   | 770.00   |
| 002285  | MICHIGAN DOWNTOWN ASSOCIATION<br>1861            | D. SIEGAL 17/18 MEMBERSHIP                      | 225.00   |
| TOTAL FOR: MICHIGAN DOWNTOWN ASSOCIATION        |  |   | 225.00   |
| 000014  | MICHIGAN GAS UTILIITIES CORP.<br>2017-12A        | 12/9/17 - 1/9/18 GAS BILLS                      | 4,555.79 |
| TOTAL FOR: MICHIGAN GAS UTILIITIES CORP.        |  |   | 4,555.79 |
| 000609  | MIDWAY CHEVROLET<br>55225                        | PD CAR #2 OIL CHANGE                            | 38.41    |
|   | 55350  | PD CAR #3 REPAIR                                | 341.21   |

|   |                                |  |
|---|--------------------------------|--|
| TOTAL FOR: MIDWAY CHEVROLET               |                                | 379.62   |
| 004204                                    | MODERN ROOFING INC             |  |
|   | 14466                          | REPAIR OF PLANT FLAT ROOFS 391.14                    |
|   | 14470                          | NEW ROOF FOR 12TH STREET LIFT STATION 2,706.00       |
| TOTAL FOR: MODERN ROOFING INC             |                                | 3,097.14   |
| 002708                                    | MORGAN BIRGE' & ASSOCIATES     |  |
|   | 32585                          | JAN 2018 PHONE MAINTENANCE 130.00                    |
| TOTAL FOR: MORGAN BIRGE' & ASSOCIATES     |                                | 130.00   |
| 004837                                    | MUNICIPAL WEB SERVICES         |  |
|   | 52861                          | WEBSITE HOSTING/MAINTENANCE 319.50                   |
| TOTAL FOR: MUNICIPAL WEB SERVICES         |                                | 319.50   |
| 000096                                    | NYE UNIFORM CO INC             |  |
|   | 634013                         | PD DEPT STOCK 219.85                                 |
| TOTAL FOR: NYE UNIFORM CO INC             |                                | 219.85   |
| 004852                                    | PACE ANALYTICAL SERVICES LLC   |  |
|   | 1846204378                     | WATER SAMPLES 45.00                                  |
|   | 1846204572                     | H2O SAMPLES 1/8/18 112.00                            |
| TOTAL FOR: PACE ANALYTICAL SERVICES LLC   |                                | 157.00   |
| 004855                                    | PLAINWELL ACE HARDWARE         |  |
|   | 105                            | LIGHT BAR HARDWARE 3.08                              |
|   | 148                            | TORO SNOW BLOWER PARTS 2.72                          |
|   | 180                            | WR MISC 12.93  |
|   | 184                            | BOLTS 3.78   |
|   | 214                            | MISC H2O SUPPLIES 210.19                             |
|   | 215                            | WR 41.93   |
|   | 221                            | HARDWARE 2.60  |
|   | 223                            | WR 4.74  |
|   | 240                            | WR 19.96   |
| TOTAL FOR: PLAINWELL ACE HARDWARE         |                                | 301.93   |
| 001448                                    | PROFESSIONAL CODE INSPECTIONS  |  |
|   | 5605                           | DECEMBER 2017 PERMITS 674.00                         |
| TOTAL FOR: PROFESSIONAL CODE INSPECTIONS  |                                | 674.00   |
| 004830                                    | RICHMOND, MICHAEL J            |  |
|   | 2018-02                        | 2/1/18 - 2/28/18 ASSESSING SERVICES 1,300.00         |
| TOTAL FOR: RICHMOND, MICHAEL J            |                                | 1,300.00   |
| 001873                                    | SCHANZ TIRE & AUTO SUPPLY INC. |  |
|   | 138329                         | TIRE FOR TRUCK #20 165.00                            |
| TOTAL FOR: SCHANZ TIRE & AUTO SUPPLY INC. |                                | 165.00   |
| REFUND UB                                 | SCHNEIDER, LOIS                |  |
|   | 01/18/2018                     | UB refund for account: 02-00021900-00 38.45          |
| TOTAL FOR: SCHNEIDER, LOIS                |                                | 38.45  |
| 002325                                    | SEVERANCE ELECTRIC CO INC      |  |
|   | 8465                           | SERVICE CALL FOR LIGHT ON STARR ROAD BY SCHOOL 90.00 |
| TOTAL FOR: SEVERANCE ELECTRIC CO INC      |                                | 90.00  |
| 002740                                    | STATE OF MICHIGAN              |  |
|   | 551-503058                     | SOR 2018 SMITH 30.00                                 |
| TOTAL FOR: STATE OF MICHIGAN              |                                | 30.00  |
| 000370                                    | STATE SYSTEMS RADIO INC        |  |
|   | 158131                         | REPAIR TEST ON DPW RADIO 67.00                       |
| TOTAL FOR: STATE SYSTEMS RADIO INC        |                                | 67.00  |

|  |                                     |   |          |
|--|-------------------------------------|---|----------|
| 002002   | USA BLUEBOOK-HD SUPPLY FACILITIES M |   |          |
|  | 453183                              | REPLACE CHLORINE EFFLUENT SUPPLY PUMP           | 1,041.73 |
| TOTAL FOR: USA BLUEBOOK-HD SUPPLY FACILITIES M |                                     |   | 1,041.73 |
| -----  |                                     |   |          |
| 002653   | VAN MANEN OIL COMPANY               |   |          |
|  | 2146020                             | DIESEL FUEL DPW 12/27/17                        | 534.34   |
|  | 2146021                             | REGULAR GAS DPW 12/27/17                        | 329.20   |
|  | 2147147                             | DIESEL FUEL DPW 1/4/18                          | 1,096.35 |
| TOTAL FOR: VAN MANEN OIL COMPANY               |                                     |   | 1,959.89 |
| -----  |                                     |   |          |
| 004857   | VIPRE SECURITY                      |   |          |
|  | INV00289423                         | SECURITY SUBSCRIPTION 12/27/17 - 12/27/18       | 357.00   |
| TOTAL FOR: VIPRE SECURITY                      |                                     |   | 357.00   |
| -----  |                                     |   |          |
| 002591   | WADE KEYZER                         |   |          |
|  | 2018-01                             | 17/18 SHOE ALLOWANCE                            | 83.74    |
| TOTAL FOR: WADE KEYZER                         |                                     |   | 83.74    |
| -----  |                                     |   |          |
| REFUND TAX                                     | WELLS FARGO REAL ESTATE TAX SERVICE |   |          |
|  | 01/18/2018                          | 2017 WINTER TAX REFUND 55-030-390-30            | 1,284.59 |
| TOTAL FOR: WELLS FARGO REAL ESTATE TAX SERVICE |                                     |   | 1,284.59 |
| -----  |                                     |   |          |
| 004814   | WILLIAMS & WORKS                    |   |          |
|  | 84055                               | INDUSTRIAL PARK ISSUES/PLANNING COMMISION PREPE | 1,362.91 |
| TOTAL FOR: WILLIAMS & WORKS                    |                                     |   | 1,362.91 |
| -----  |                                     |   |          |
| 004223   | WIN-911 SOFTWARE                    |   |          |
|  | 112XT568-2018322                    | ANUAL RENEWAL SCADA SOFTWARE                    | 495.00   |
| TOTAL FOR: WIN-911 SOFTWARE                    |                                     |   | 495.00   |
| -----  |                                     |   |          |

TOTAL - ALL VENDORS 49,222.77

**INVOICE AUTHORIZATION**

|  |   |
|--|---|
| <b>Person Compiling Report</b>   | <b>Brian Kelley, City Clerk/Treasurer</b>   |
| 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 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:<br><div style="text-align: center;"> <br/> <b>Cheryl Pickett</b> </div> <small>Digitally signed by Cheryl Pickett<br/> DN: c=US, st=Michigan, l=Plainwell,<br/> o=City of Plainwell, ou=CoP, cn=Cheryl Pickett, email=cpickett@plainwell.org<br/> Date: 2018.01.18 10:50:49 -05'00'</small> | Insert Signature:<br><div style="text-align: center;"> <br/> <b>Brian Kelley</b> </div> <small>Digitally signed by Brian Kelley<br/> DN: c=US, st=MI, l=City of Plainwell,<br/> o=Internet Widgits Pty Ltd, cn=Brian Kelley, email=bkelley@plainwell.org<br/> Date: 2018.01.19 12:45:54 -05'00'</small> |
| <b>Bryan Pond, Water Renewal Plant Supt.</b>   | <b>Bill Bomar, Public Safety Director</b>   |
| 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:<br><div style="text-align: center;"> <br/> <b>Bryan Pond</b> </div> <small>Digitally signed by Bryan Pond<br/> Date: 2018.01.18 15:19:37 -05'00'</small>  | Insert Signature:<br><div style="text-align: center;"> <br/> <b>Bill Bomar</b> </div> <small>Digitally signed by Bill Bomar<br/> Date: 2018.01.18 16:42:05 -05'00'</small>  |
| <b>Rick Updike, Public Works Supt.</b>   | <b>Erik J. Wilson, City Manager</b>   |
| 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:<br><div style="text-align: center;"> <br/> <b>Rick Updike</b> </div> <small>Digitally signed by Rick Updike<br/> Date: 2018.01.18 15:18:35 -05'00'</small>  | Insert Signature:<br><div style="text-align: center;"> <br/> <b>Erik Wilson</b> </div> <small>Digitally signed by Erik Wilson<br/> DN: c=US, st=Michigan, l=Plainwell,<br/> o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org<br/> Date: 2018.01.19 12:30:12 -05'00'</small>     |

01/18/2018

CHECK REGISTER FOR CITY OF PLAINWELL  
CHECK DATE FROM 01/05/2018 - 02/01/2018

| Check Date                                      | Bank  | Check  | Vendor Name               | Description              | Amount |
|---|-------|--------|---------------------------|--------------------------|--------|
| <b>Bank APPNC PNC Accounts Payable Checking</b> |       |        |                           |                          |        |
| Check Type: EFT Transfer                        |       |        |                           |                          |        |
| 01/31/2018                                      | APPNC | 459(E) | PNC BANK (SERVICE CHARGE) | PNC BANK SERVICE CHARGES | 5.00   |
| Total EFT Transfer:                             |       |        |                           |                          | 5.00   |
| APPNC TOTALS:                                   |       |        |                           |                          |        |
| Total of 1 Checks:                              |       |        |                           |                          | 5.00   |
| Less 0 Void Checks:                             |       |        |                           |                          | 0.00   |
| Total of 1 Disbursements:                       |       |        |                           |                          | 5.00   |

**Bank CBGEN Chemical Bank - General AP Account**

Check Type: ACH Transaction

|                        |       |         |                                   |  |            |
|------------------------|-------|---------|-----------------------------------|--|------------|
| 01/12/2018             | CBGEN | 1228(A) | ALLEGAN AREA EDUCATION SVC AGENCY | 2017 WINTER TAX COLLECTED W/E 01/06/2018 | 32,146.55  |
| 01/12/2018             | CBGEN | 1229(A) | ALLEGAN COUNTY TREASURER          | 2017 SUM/WIN TAX/INT COLL W/E 01/16/2018 | 9,644.37   |
| 01/12/2018             | CBGEN | 1230(A) | PLAINWELL COMMUNITY SCHOOLS       | 2017 WINTER TAX COLLECTED W/E 01/06/2018 | 74,383.34  |
| 01/12/2018             | CBGEN | 1231(A) | RANSOM DISTRICT LIBRARY           | 2017 SUMMER TAX/INT COLL W/E 01/06/2018  | 48.52      |
| 01/19/2018             | CBGEN | 1236(A) | ALLEGAN AREA EDUCATION SVC AGENCY | 2017 WINTER TAX COLLECTED W/E 01/13/2018 | 91,325.21  |
| 01/19/2018             | CBGEN | 1237(A) | ALLEGAN COUNTY TREASURER          | 2017 SUM/WIN TAX/INT COLL W/E 01/13/2018 | 27,114.74  |
| 01/19/2018             | CBGEN | 1238(A) | PLAINWELL COMMUNITY SCHOOLS       | 2018 WINTER TAX COLLECTED W/E 01/13/2018 | 191,882.87 |
| 01/19/2018             | CBGEN | 1239(A) | RANSOM DISTRICT LIBRARY           | 2017 SUMMER TAX/INT COLLECTED W/E 01/13/ | 116.67     |
| Total ACH Transaction: |       |         |                                   |  | 426,662.27 |

Check Type: EFT Transfer

|            |       |         |                                     |  |           |
|------------|-------|---------|-------------------------------------|--|-----------|
| 02/01/2018 | CBGEN | 1225(E) | USDA RURAL DEVELOPMENT              | DEBT SERVICE PAYMENT PUBLIC SAFETY BUILD | 40,195.49 |
| 01/05/2018 | CBGEN | 1226(E) | UNITED HEALTHCARE INSURANCE COMPANY | JANUARY 2018 RETIREE HEALTH INSURANCE PR | 190.73    |
| 01/05/2018 | CBGEN | 1227(E) | UNITED HEALTHCARE INSURANCE COMPANY | JANUARY 2018 RETIREE HEALTH INSURANCE PR | 173.89    |
| 01/09/2018 | CBGEN | 1232(E) | CENTURYLINK                         | DECEMBER 2017 LONG DISTANCE              | 4.38      |
| 01/11/2018 | CBGEN | 1234(E) | SILVERSCRIPT INSURANCE COMPANY      | JANUARY 2018 RETIREE SCRIPT PREMIUM WHIT | 28.50     |
| 01/11/2018 | CBGEN | 1235(E) | SILVERSCRIPT INSURANCE COMPANY      | JANUARY 2018 RETIREE SCRIPT PREMIUM TOWN | 29.10     |

|                            |       |         |                                      |                                  |            |
|----------------------------|-------|---------|--------------------------------------|----------------------------------|------------|
| 01/18/2018                 | CBGEN | 1241(E) | PNC BANK (CREDIT CARD)               | Monthly Constant Contact Support | 41.57      |
| 01/18/2018                 | CBGEN | 1242(E) | CHEMICAL BANK                        | JANUARY 2018 CHEMICAL BANK FEES  | 217.14     |
|                            |       |         |                                      |                                  | 40,880.80  |
| Total EFT Transfer:        |       |         |                                      |                                  | 40,880.80  |
| Check Type: Paper Check    |       |         |                                      |                                  |            |
| 01/08/2018                 | CBGEN | 11851   | EVOQUA WATER TECH (ENVIREX PRODUCTS) | FLANGE-BLIND                     | 268.00     |
| 01/08/2018                 | CBGEN | 11852   | CLARK TECHNICAL SERVICES             | INSTALLATION OF POND COMPUTER    | 350.00     |
| 01/09/2018                 | CBGEN | 11853   | OLD MILL BREW PUB                    | REPLACE DAMAGED MAILBOX          | 95.37      |
|                            |       |         |                                      |                                  | 713.37     |
| Total Paper Check:         |       |         |                                      |                                  | 713.37     |
| CBGEN TOTALS:              |       |         |                                      |                                  |            |
| Total of 19 Checks:        |       |         |                                      |                                  | 468,256.44 |
| Less 0 Void Checks:        |       |         |                                      |                                  | 0.00       |
| Total of 19 Disbursements: |       |         |                                      |                                  | 468,256.44 |
| REPORT TOTALS:             |       |         |                                      |                                  |            |
| Total of 20 Checks:        |       |         |                                      |                                  | 468,261.44 |
| Less 0 Void Checks:        |       |         |                                      |                                  | 0.00       |
| Total of 20 Disbursements: |       |         |                                      |                                  | 468,261.44 |

## Off Cycle Payment Authorization

**Brian Kelley, City Clerk/Treasurer**

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Brian Kelley**

Digitally signed by Brian Kelley  
DN: c=US, st=MI, l=City of Plainwell,  
o=Internet Widgits Pty Ltd, cn=Brian  
Kelley, email=bkelley@plainwell.org  
Date: 2018.01.18 15:08:30 -05'00'

**Erik J. Wilson, City Manager**

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Erik Wilson**

Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell,  
o=City of Plainwell, ou=CoP, cn=Erik  
Wilson, email=ewilson@plainwell.org  
Date: 2018.01.19 12:29:25 -05'00'



## **M-40/M-89 CORRIDOR COMMITTEE**

**January 30, 2018**

**10:00 a.m.**

**Allegan County Road Commission  
1308 Lincoln Road, Allegan, Michigan 49010.**

### **AGENDA**

1. Welcome and Introductions
2. Review of Minutes (Enclosed)
3. MDOT Update
4. Allegan County Road Commission Update
5. West Michigan Regional Planning Commission Update
6. Macatawa Area Coordinating Council
7. Local Businesses – Issues & Concerns
8. Election of Officers for 2018
9. Update Long and Short-Term Goals (Current list enclosed)
10. Review of Bylaws (Enclosed)
11. Round Table/Corridor Issues
12. Future Meeting Dates
  - April 24
  - July 31
  - October 30
13. Future Agenda Items
14. Other Business
15. Adjournment

## Reports & Communications:

### A. Special Use Permit – Auto Image:

Auto Image has submitted an application for a special use permit to allow for used car sales. The Planning Commission held a public hearing on January 17, 2018 and recommends approval. There was good discussion regarding the amount of cars and traffic that would result. A business owner from the industrial park was in attendance and voiced concerns on whether approving this Special Use Permit would result in a “Used Car Lot” being created. Conditions have been placed on the Special Use Permit that would only allow up to 5 cars per year sold. Auto Image stated the main reason for wanting a dealer’s license is it would reduce his insurance costs.

**Recommended action:** Consider approving the Special Use Permit for Auto Image.

### B. DPW – Road Salt Purchase:

Superintendent Updike recommends purchasing an additional 290 tons of road salt from Morton International through the MiDeal Purchasing Program for \$11,718.00.

**Recommended action:** Consider approving the purchase of up to 290 tons of road salt from Morton International, through the MiDeal Purchasing Program for \$11,718.00.

### C. Change Order – Prince Street Signal Improvements:

Items required for the Prince Street Signal Improvement have changed slightly from the original bid, resulting in an increase in the contact of \$2,155.00. MDOT is requesting a change of signal from cable wire to a post in order to increase the span. The engineers have reviewed the request and recommend approval.

**Recommended action:** Consider accepting Contract Modification #1 for the Prince Street Signal Improvements Project for \$2,155.00.

### B. Airport – Fly Inn:

When the City sold the property to Fly-Inn Restaurant to construct a new building we asked for a Right of First Refusal. Obviously, it was in our best interest to have a restaurant adjacent to the airport. Dick and Cathy Dunn are selling the restaurant and in order to close the City needs to discharge the Right of First Refusal. The purchase agreement is contained within your packet. It is staff’s recommendation that we discharge. The City has been informed that the property will stay a restaurant.

**Recommended action:** Consider approving the discharge of the City’s Right of First Refusal regarding the sale of the Fly Inn Restaurant.

## Reminder of Upcoming Meetings

- January 25, 2018 – Allegan County Board of Commissioners – 1:00pm
- February 13, 2018 – Plainwell DDA/BRA/TIFA Board – 7.30am
- February 7, 2018 – Plainwell Planning Commission – 7:00pm
- February 12, 2018 – Plainwell City Council – 7:00pm

## Non-Agenda Items / Materials Transmitted

- M-40/M-89 Corridor Committee Agenda for January 30, 2018 10:00am meeting