

City of Plainwell

Nick Larabel
Paul Rizzo
Adam Hopkins
Jim Turley
Vacant
Cathy Green
Kevin Seckel
Justin Lakamper
Randy Wisnaski



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

“The Island City”

AGENDA DDA/TIFA/BRA City Hall Council Chambers July 9, 2024, 7:30 AM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes/Summary –06/11/2024**
5. **General Public**
6. **Chairman’s Report**

7. **BRA Action Items**
 - A. Sale of 1 acre of property on Mill Site
 - B. Accounts Payable for June of \$ 1,628.18

8. **DDA Action Items**
 - A. Commercial Redevelopment Project updates
 - B. Revolving Loan Quarterly Report Review
 - C. Accounts Payable for June of \$ 1,055.09

9. **TIFA Action Items**
 - A. Accounts Payable for June of \$ 477.14

10. **Communications:** The 05/28/24; 06/10/24; Council Meeting Minutes and the Financial Report/Summary as of 6/30/2024
11. **Public Comments**
12. **Staff Comments**
13. **Member Comments**
14. **Adjournment**

All public comments limited to two minutes- when recognized please rise and give your name and address.
The City of Plainwell equal-opportunity provider and employer

Minutes
Plainwell DDA, BRA, and TIFA
June 11, 2024

1. Call to Order: Meeting was called to order at 7:31 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call:
Members Present: Randy Wisnaski, Cathy Green, Jim Turley, Justin Lakamper, Adam Hopkins, Paul Rizzo
Excused: Kevin Seckel
4. Approval of Minutes from 04/14/24: A motion was made by Turley to approve the minutes and place on file, seconded by Turley.
5. General Public: None
6. Chairman's Report: None
7. BRA Action Items
 - A. **Motion to accept accounts payable for May of \$16,293.72 was made by Rizzo and seconded by Turley. All in favor vote. Motion carried.**
 - B. Final Draft Budget Presentation was provided by City Treasurer, Brian Kelley. After a short discussion, a **Motion was made by Green and seconded by Hopkins to accept the budget as presented and forward it to City Council as a final budget. All in favor vote. Motion Passed.**
8. DDA Action Items
 - A. **Motion to accept accounts payable for May of \$1,304.58 was made by Larabel and seconded by Wisnaski. All in favor vote.**
 - B. Final Draft 2024/2025 Budget Presentation was provided by City Treasurer, Brian Kelley. After a short discussion, a **Motion to accept the budget and forward it to City Council as presented was made by Larabel and seconded by Rizzo. All in favor vote. Motion passed.**
9. TIFA Action Items
 - A. Discussion regarding the cost to update the Industrial Park signage to read James R. Higgs, Industrial Park was presented. Siegel will move forward to order the sign changes utilizing the lower quote.
 - B. **Motion to accept accounts payable for May of \$477.14 was made by Hopkins and seconded by Wisnaski. All in favor vote. Motion carried.**
9. Communications: 04/22/24; 05/13/24 Council Minutes and the Financial Report/Summary as of 5/31/2024
10. Public Comments: None
11. Staff Comments: Update of the BRA Lead Abatement project; DDA business updates, upcoming events.
12. Member Comments: Larabel shared thoughts about the Festival due to the bad luck with the weather and the carnival.
13. Adjournment: **A Motion to adjourn the meeting at 7:55 a.m.**

Submitted by Denise Siegel, Community Development Manager



"The Island City"

MEMORANDUM

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

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: June 21, 2024
SUBJECT: Consideration of NAPA Purchase Agreement

SUGGESTED MOTION: "Motion to approve the sale of approximately 1 acre of real property as depicted in exhibit A of the purchase agreement with a permanent parent parcel ID# of 55-030-076-02 and authorize the City Manager and City Clerk to enter into a purchase/sale agreement for the property. Further authorize the City Manager and City Clerk to execute any documents or other agreements necessary to close on the sale of the property. Further authorize the City Manager and City Attorney to take any steps reasonably necessary to effectuate the sale of the Property subject to this motion."

BACKGROUND INFORMATION: Local NAPA store owner David Steffens would like to purchase 1 acre of the mill property, at the corner of M-89 and Island Avenue, to build a new NAPA store. The terms of the purchase agreement, are that the closing costs would be split between David and the City, and the City would pay for the survey work that is needed to create the new parcel. The purchase agreement also stipulates that David would have 90 days for his inspection period, which will begin once the survey and title work has been completed, and once the restrictive covenants and soil management plan have been completed. It also stipulates that the closing will take place after his site plan has been approved for the building. Ensuring that he will only purchase the land if he can build his store on the property.

ANALYSIS: Bringing NAPA to the mill property on M-89 will allow David to build a larger store and grow his business. It would also bring much needed development to the mill property. Having commercial businesses along M-89 would not prevent any residential development from taking place on the rest of the property. The proposed location would allow for access from an existing M-89 curb cut and from Island Avenue, allowing for deliveries to enter and exit easily.

BUDGET IMPACT: This will add \$36,000, less the survey and closing costs, to the BRA Fund.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made effective as of the last date signed by one of the parties below (“**Effective Date**”), by and between **DDD Enterprises**, a Michigan corporation (“**Purchaser**”), whose address is 165 N Main St, Michigan 49080, and the **City of Plainwell**, a Michigan municipal corporation (“**Seller**”), whose address is 211 N. Main Street, Plainwell, Michigan 49080.

- A. Seller is the owner of certain real property, described in Section 1 below.
- B. Seller is desirous of selling, and Purchaser is desirous of purchasing, said real property upon the terms and conditions stated in this Agreement
- C. Seller and Purchaser desire to set forth the consideration, terms, and conditions upon which Seller shall sell and Purchaser shall purchase said real property, interests, and improvements.

NOW, with consideration for the following mutual covenants, agreements, and benefits, the receipt and adequacy of which are mutually acknowledged, Seller and Purchaser agree as follows:

1. **PROPERTY**

The term "**Property**" shall mean certain real property consisting of approximately one (1) acre of vacant land located in the City of Plainwell, County of Allegan, and State of Michigan, bearing a parcel number of **55-030-076-02** as approximately depicted on the attached Exhibit A (“**Property**”). The parties acknowledge that as of the Effective Date, there is no suitable legal description that particularly describes the Property, because the Property is part of a larger parcel, from which it will be split pursuant to Section 12 below. The parties agree that after the new survey is performed pursuant to Section 9 below, the resulting legal description will be made a part of this Agreement by way of an addendum. The Property also includes the following:

- a. All improvements, tenements, hereditaments, privileges, and appurtenances thereto belonging or in any way appertaining to the Property;
- b. All licenses and permits in any way appertaining to the Property;
- c. All of the Seller's right, title, and interest appertaining to the Property of any and all streets, roads, or avenues, open or proposed, abutting, adjacent, contiguous, or adjoining the Property;
- d. All of the Seller's right, title, and interest appertaining to the Property of any and all easements, strips, and rights-of-way whether or not of record, abutting, adjacent, contiguous, or adjoining the Property;

- e. All right, title, and interest of Seller in and to any and all air, mineral, oil, gas, timber, and riparian rights in any way appertaining to the Property; and
- f. Up to two (1) division rights under the Michigan Land Division Act, MCL 560.101 et seq., possessed by the Seller.

2. **OCCUPANCY**

The Seller shall deliver and the Purchaser shall accept full, exclusive, and clear possession of said Property at time of the Closing subject only to: 1) the Permitted Exceptions as hereinafter defined; 2) all pertinent governmental laws, statutes, regulations, and requirements; 3) such state of facts that an accurate current survey and physical inspection of the Property would reveal; including, without limitation, all existing easements and encroachments, if any; and 4) any title exceptions arising out of the acts of Purchaser.

3. **MAINTENANCE OF PREMISES**

Seller agrees to maintain the Property in the same condition as that existing as of the Effective Date until possession is delivered to Purchaser, reasonable wear and tear and casualty events excepted. Purchaser shall have the right to physically examine the Property during the last forty-eight (48) hours before scheduled closing to determine that the above representation is accurate.

4. **SALE AND CONVEYANCE**

On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, warrant, and convey to Purchaser by Warranty Deed, and Purchaser agrees to buy from Seller, the Property, for the Purchase Price as hereinafter defined, subject only to: 1) the Permitted Exceptions as hereinafter defined; 2) all pertinent governmental laws, statutes, regulations, and requirements; 3) such state of facts that an accurate current survey and physical inspection of the Property would reveal; including, without limitation, all existing easements and encroachments, if any; and 4) any title exceptions arising out of the acts of Purchaser.

5. **TAXES, SPECIAL ASSESSMENTS, CLOSING COSTS, AND PRORATIONS**

a. Seller shall assume and pay all real estate taxes and personal property taxes (“**Taxes**”) on the Property which are billed or become due and payable on or before the date of Closing and all outstanding installments of special assessments which are due and payable on or before the Closing Date. All taxes coming due and payable during the calendar year in which the Closing occurs shall be prorated between Purchaser and Seller as of the Closing Date with the Seller being responsible for that portion of such Taxes allocable to the period from January 1 of the year of closing to the Closing Date and the Purchaser being responsible for the balance of such Taxes. If as of the Closing Date, the

precise amount of Taxes is not known, the Taxes will be estimated based upon the best available information, which may include the use of the prior year's paid tax bills.

b. Seller and Purchaser shall each pay their respective attorneys' fees and one half of the closing fee charged by the title company. Seller shall pay all recording fees associated with this transaction and for recording documents necessary to remove exceptions to title insurance. All transfer taxes shall be paid by the Seller, if any.

c. Seller is entitled to all rent and other sums which are owed to Seller by tenant(s) of the Property for periods prior to the Closing Date ("**Seller's Delinquent Rents**"). Seller may pursue collection of Seller's Delinquent Rents, if any. Although it is the parties' intention that all leases will be terminated and that all tenants will have vacated the Property prior to closing, Purchaser shall be entitled to all rent accrued after the Closing Date due to a Tenant's failure to vacate.

d. Amounts owing, prepaid, or received by Seller on all Contracts expressly assumed by Purchaser and assigned to Purchaser hereunder shall be apportioned as of the Closing Date.

e. All prorations for the closing statement shall be calculated as of the Closing Date (with Seller's portion covering the period through the day immediately prior to the Closing Date and Purchaser's portion commencing on and including the Closing Date), based on payments and invoices received as of midnight two (2) days before the Closing Date. Payments and invoices that are subsequently received will be apportioned and paid to or by the appropriate party after the closing.

f. This Section 5 shall survive Closing.

6. **PURCHASE PRICE**

The purchase price for the Property shall be **Thirty-Six Thousand Dollars and Zero Cents (\$36,000.00)** ("**Purchase Price**"). The Purchase Price shall be payable in full at the Closing.

7. **DEPOSIT**

Within five (5) days of the Effective Date, Purchaser shall deliver to Sun Title Company of 925 S. Burdick Kalamazoo, MI 49001 ("**Escrow Agent**") an earnest money deposit ("**Deposit**") in the amount of **Two Thousand Dollars and Zero Cents (\$2,000.00)**. The Deposit shall be held by the Escrow Agent in an escrow account. The Deposit will be refunded to Purchaser should Purchaser decide not to proceed with the purchase of the Property at any time during or at the end of the Inspection Period, or as otherwise provided by this Agreement. At Closing, Purchaser shall receive a credit against the Purchase Price for the Deposit. Seller and Purchaser acknowledge and agree that the Escrow Agent is acting in this capacity as an accommodation to them and Seller and Purchaser agree to hold Escrow Agent harmless from any liability or claim with respect to the Deposit, other than

claims arising or resulting from Escrow Agent's gross negligence or willful misconduct. Seller and Purchaser agree that in the event of any dispute or disagreement with respect to the Deposit, Escrow Agent may tender the Deposit to the Clerk of the Circuit Court for Allegan County, Michigan, and Escrow Agent shall thereafter be relieved of any and all obligations with respect to the Deposit.

8. **EVIDENCE OF TITLE**

a. As evidence of title to the Property, Seller shall furnish at Seller's expense, and in no case later than Sixty (60) days from the Effective Date of this Agreement, a commitment for an owner's policy of title insurance, without exceptions, in the amount of the Purchase Price, dated on or after the date of this Agreement ("**Title Commitment**") undertaking to insure marketable fee simple title to the Property in Purchaser. The Title Commitment shall also include, at Seller's expense, a copy of all recorded liens, encumbrances, mortgages, restrictions, or exceptions shown on the Title Commitment. The final title policy will be issued without standard exceptions as long as the Purchaser provides the Escrow Agent with a survey in a form that will allow the Escrow Agent to remove the survey exception. Seller shall pay for the cost of any requested endorsements beyond the standard policy.

b. If the Title Commitment shows any liens, encumbrances, mortgages, restrictions, or exceptions which, in the opinion of Purchaser and/or Purchaser's counsel, may interfere with Purchaser's use of a marketable fee simple title to the Property, ("**Title Defects**") Purchaser shall object thereto and notify ("**Title Notice**") Seller thereof in writing on or before forty 10 (10) business days from Purchaser's receipt of the Title Commitment. If Seller is unable or elects in its discretion not to cure the Title Defects by either: (i) eliminating such Title Defects or (ii) obtaining title insurance coverage over such Title Defects within Thirty (30) days of the Title Notice (the "**Title Defect Cure Period**"), then Purchaser may terminate this Agreement upon written notice to Seller within ten (10) business days of expiration of the Title Defect Cure Period. The Title Defect Cure Period will be extended as reasonably necessary to accommodate any ongoing efforts to cure a Title Defect when said cure was commenced within the Title Defect Cure Period. If Purchaser either fails to deliver a Title Notice or fails to terminate this Agreement as provided by this Section 8(b), Purchaser shall be deemed to have accepted title to the Property "As Is" subject to the Title Defects. If Purchaser terminates this Agreement in accordance with this Section 8(b), the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force or effect, except for those provisions that expressly survive termination. Seller acknowledges that it is obligated to discharge any mortgage or other lien at Closing which may be discharged by the payment of money. Any matters disclosed in the Title Commitment to which Purchaser does not object or were accepted by Purchaser pursuant to this Section are deemed "**Permitted Exceptions**".

c. During the Inspection Period (defined below), Purchaser shall have the right, at its cost, to obtain Uniform Commercial Code Financing Statement searches. All financing statements, security interests, and liens shown on the UCC searches which affect the Property shall be discharged and terminated by Seller, prior to the Closing.

9. **SURVEY**

Within Five (5) business days from the Effective Date, Seller shall furnish to Purchaser a copy of any existing surveys of the Property in Seller's possession. Within Sixty (60) days from the Effective Date, Seller shall, at its sole cost and expense, deliver to Purchaser a new or recertified ALTA/ACSM survey of the Property depicting all easements of record, encroachments, vertical relief, and a legal description of the Property ("**Survey**"). If any of the surveys reveals a survey defect, such as an encroachment or overlap ("**Survey Defect**") Purchaser shall notify Seller of Purchaser's objections within ten (10) business days from Purchaser's receipt of the applicable survey and Purchaser shall provide Seller with a copy of the applicable survey. If Seller either cannot or elects in its discretion not to remedy such Survey Defect within thirty (30) days of Purchaser's notice of the Survey Defect (the "**Survey Defect Cure Period**"), then Purchaser may terminate this Agreement upon written notice to Seller within ten (10) business days of the expiration of the Survey Defect Cure Period. The Survey Defect Cure Period will be extended as reasonably necessary to accommodate any ongoing efforts to cure a Survey Defect when said cure was commenced within the Survey Defect Cure Period. If Purchaser either fails to notify Seller of a Survey Defect or fails to terminate this Agreement pursuant to this Section 9, Purchaser shall be deemed to have accepted the condition of the Property "As Is" subject to the Survey Defect. If Purchaser terminates this Agreement under this Section 9, the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force or effect, except for those provisions that expressly survive termination.

In addition, Seller shall provide Purchaser with copies of all architectural and engineering drawings, reports, and related data which Seller has in its possession concerning the Property.

10. **INSPECTION PERIOD**

a. Purchaser shall have ninety (90) days from the receipt of the Title Commitment, the Survey, and the execution of all pending Restrictive Covenants and Soil Management Plans (the "**Inspection Period**") to inspect all aspects of the Property and to conduct any and all investigations, at Purchaser's sole cost and risk, provided however that nothing in this Section shall prevent Purchaser from beginning its inspections under this Section 10 prior to the receipt of the Title Commitment and Survey, if practical. Seller agrees to allow Purchaser and its representatives full and complete access to the Property to conduct whatever tests, inspections, and studies of the Property Purchaser desires. Purchaser shall have the right to fully inspect the Property to determine its suitability for the use proposed by Purchaser. For this purpose, Purchaser may have soil borings made on the Property and may conduct such additional engineering studies and tests on the Subject Property as may be deemed reasonable by Purchaser. Purchaser may also make inquiries regarding any applicable zoning or other government regulation affecting the Property. Purchaser's inspections may also include, but are not limited to, inspections of all authorizations and permits, connectivity to the development roads, architectural assessments, obtaining building permit or site plan approvals, rezoning and subdivision interpretations and

confirmations, and all variances, utility permits, authorizations, and easements necessary for Purchaser's intended use. Nothing in this Agreement shall be construed to constitute any form of zoning or building approval that the Purchaser is otherwise required to obtain under any applicable law, code, or ordinance. The Seller, in its capacity as the owner of the Property only, will reasonably consent, as necessary, to the submission of any land use or building permit application necessary to obtain a building or land use approval.

b. Within five (5) days from the Effective Date, Seller shall provide Purchaser with copies of any written contracts or leases that are currently in effect or existence with respect to the Property (the "Contracts") which shall remain in effect or existence following the Closing. Seller shall deliver to Purchaser within said five (5) days, all existing appraisals, environmental reports, and surveys. Seller also agrees, upon Purchaser's request, to provide copies of bills of expenses for the Property for the prior twenty-four (24) months, if any. Prior to the expiration of the Inspection Period, Purchaser shall give written notice to Seller identifying any Contracts for the Property which Purchaser desires to assume. Purchaser shall be responsible for obtaining any necessary consents to such assumption. Any Contracts not so identified will be terminated by Seller effective on the Closing Date.

c. Purchaser's activities under this Section 10 shall be subject to all of the following: (i) Purchaser shall coordinate such inspections with Seller to avoid disrupting Tenants, if any, of the Property; (ii) all such inspections shall be at Purchaser's sole expense; (iii) Purchaser shall not disclose the results of its inspections or any test results to a third party without the Seller's prior written consent in each instance; (iv) Purchaser shall allow no liens of any nature, including, but not limited to, materialman's or mechanic's liens to be placed on the Property as a result of its activities under this Section 10; (v) Purchaser shall indemnify, defend, and hold harmless Seller from and against all loss, costs, claims, and damages arising out of or related to Purchaser, or its agents, employees, contractors, or representatives, access, inspection of, or entry upon the Property pursuant to this Section 10; and (vi) Purchaser shall restore any damage caused to the Property by any tests, studies, audits, entry, and investigations performed by or on behalf of Purchaser to substantially the condition existing immediately prior to any such tests, studies, audits, entry, and investigations. The obligations of this Section 10(c) shall survive Closing or termination of this Agreement.

d. Subject to the terms and conditions of this Section 10, Seller shall grant Purchaser and its agents, employees, contractors and consultants reasonable access to the Property for purposes of the inspections permitted under this Section 10.

e. If Purchaser, in its sole discretion, is not satisfied with the condition or any aspect of the Property discovered as a result of its inspections conducted pursuant to this Section 10, Purchaser shall notify ("**Inspection Notice**") Seller in writing of said defect ("**Inspection Defect**") before the expiration of the Inspection Period. Seller will thereafter have twenty (20) days from the date of the Inspection Notice to cure the Inspection Defect (the "**Inspection Defect Cure Period**"). If Seller either cannot or elects in its discretion not to remedy the Inspection Defect, then Purchaser may terminate this Agreement upon written notice to Seller within ten (10) days of the expiration of the Inspection Defect Cure

Period. The Inspection Defect Cure Period will be extended as reasonably necessary to accommodate any ongoing efforts to cure an Inspection Defect when said cure was commenced within the Inspection Defect Cure Period. If Purchaser fails to deliver an Inspection Notice or fails to terminate this Agreement pursuant to this Section 10(e), Purchaser shall be deemed to have accepted the condition of the Property "As Is" subject to the Inspection Defect and the Deposit shall become non-refundable. If Purchaser terminates this Agreement under this Section 10(e), the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force or effect except for those provisions that expressly survive termination.

11. **COVENANTS OF SELLER**

Seller covenants with Purchaser that during the term of this Agreement:

- a. Seller shall not sell, transfer, assign, convey, or dispose of any of its rights under this Agreement or in the Property.
- b. Seller shall not grant any lien or encumbrance on or permit any lien or encumbrance on the Property.
- c. Seller shall not grant any easement or right-of-way in or on the Property.
- d. Seller shall not grant any lease, license, or other right to use or occupy the Property.
- e. Seller shall not materially alter, modify, improve, or impair the Property in any respect, except as necessary to respond to an emergency condition existing or threatening the Property.
- f. Seller shall permit Purchaser and Purchaser's agents, employees, contractors, and consultants, at Purchaser's risk and expense, access to the Property at all reasonable times for the purpose of inspecting the Property subject to the terms and conditions of Section 10.
- g. Seller shall provide Purchaser with any knowledge or information Seller possesses concerning the past or current use of the Property and the environmental conditions which exist at the Property which Purchaser may reasonably request in connection with any petition by Purchaser for a baseline environmental assessment adequacy determination.

12. **PARCEL SPLIT**

The Property that is the subject of this Agreement is part of a larger parcel bearing Parcel Number 55-030-076-02 (“**Parent Parcel**”). Prior to Closing, Seller, at its sole expense, will effectuate the split of the Property from the Parent Parcel, forming a new parcel which

shall be the Property, according to the legal description provided in the new survey performed under Section 9 above.

13. **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants the following to Purchaser as of the Effective Date and then again as of Closing, which representations shall survive Closing for a period of two (90) days:

- a. Seller is currently the owner of marketable fee simple title to the Property and there are no liens or mortgages on or against the Property that will not be paid and discharged at the Closing.
- b. To the best of Seller's knowledge, there are no unrecorded liens, encumbrances, mortgages, restrictions, easements, assessments, or other matters on or against the Property which are not of record.
- c. Seller has duly and validly authorized and executed this Agreement and Seller has full power and authority to enter into and perform its obligations under this Agreement.
- d. Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- e. To the best of Seller's knowledge, there are no agreements, licenses, options, rights of first refusal, rights of first offer to use, occupy, or purchase any part of the Property to which Seller is a party, and no party has been granted any right by Seller to use or possess any part of the Property as tenant, licensee, or otherwise.
- f. Seller is not a party to or bound by any agreement (non-lease) of any kind whatsoever, written or verbal, which might affect the Property, other than those that have been disclosed to Purchaser in writing or are terminable at will by Seller or Purchaser without recourse or liability against Purchaser or the Property.
- g. Seller does not know of any notices stating that the Property is not in compliance with all applicable zoning, building, public health and environmental laws and regulations or any other laws and regulations of governmental authorities having jurisdiction over the Property.

To the extent permitted by law, Seller shall indemnify and hold Purchaser harmless against any and all claims, damages, or injury of any type which Purchaser may suffer or face due to the material and intentional misrepresentations by Seller of any of the provisions of this Paragraph 13.

14. **WARRANTIES AND REPRESENTATIONS OF PURCHASER**

Purchaser represents and warrants to Seller both now and as of the date of Closing:

a. Purchaser has full power and authority to enter into and to perform the terms and conditions of this Agreement, the person executing this Agreement for Purchaser is fully and duly empowered so to act, and this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms.

b. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any agreement to which Purchaser is a party or by which Purchaser is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court, or governmental body.

c. There is no claim, action, proceeding, or investigation pending or to the best of Purchaser's knowledge, threatened against or involving Purchaser, which questions or challenges the validity of this Agreement or any action taken or to be taken by Purchaser pursuant to this Agreement or in connection with the transaction contemplated hereby; and Purchaser knows of no valid basis for any such action, proceeding or investigation.

Purchaser shall indemnify and hold Seller harmless against any and all claims, damages, or injury of any type which Seller may suffer or face due to the material and intentional misrepresentations by Purchaser of any of the provisions of this Section 14.

15. **CLOSING**

The consummation of the sale and purchase of the Property ("**Closing**" or "**Closing Date**") shall take place no later than Thirty (30) days after the expiration of the Inspection Period. The Closing shall be held a place to be agreed upon by the parties. Should either party fail to be prepared to close on the Closing Date, then such party shall be deemed to be in breach of this Agreement. However, the parties may mutually agree to delay the Closing Date, for mutual convenience.

The Closing shall be consummated by the execution and delivery of the following, in form and content satisfactory to both parties:

- a. The execution and delivery by Seller to Purchaser of a Warranty Deed, subject only to: 1) the Permitted Exceptions; 2) all pertinent governmental laws, statutes, regulations, and requirements; 3) such state of facts that an accurate current survey and physical inspection of the Property would reveal; including, without limitation, all existing easements and encroachments, if any; and 4) any title exceptions arising out of the acts of Purchaser. The Warranty Deed shall transfer two (1) divisions.
- b. The execution and delivery of a closing settlement prepared by the Title Company providing for the prorations and adjustments required by this Agreement.
- c. The execution and delivery by Seller to Purchaser of an affidavit certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, which shall include Seller's federal employer identification number.

- d. Payment by Purchaser to Seller of the Purchase Price minus the Deposit and plus the net amount of any prorations and adjustments required by this Agreement.
- f. Seller and Purchaser shall sign an assignment and assumption of Contracts, if, and to the extent that Purchaser elects to assume any Contracts.
- g. Seller and Purchaser shall sign and deliver any other Closing documents that Purchaser's counsel or Seller's counsel may reasonably require.
- h. If applicable, all water, sewer, and utility charges and maintenance charges shall be paid by Seller through the Closing or prorated between the parties and appropriate credits given.
- i. A list of all utility accounts, if any, shall be given to the Purchaser on or before the Closing.

16. **CONDITIONS PRECEDENT AND CONTINGENCIES TO PERFORMANCE OF AGREEMENT**

The obligation of Purchaser to consummate the purchase of the Property is absolutely contingent and conditional on each of the following conditions precedent or contingencies being satisfied, or waived, by all parties in Purchaser's sole discretion by the dates set forth below:

- a. At Closing, Seller shall be able to convey marketable fee simple title to and possession of the Property in the condition required under this Agreement.
- b. On the Closing Date, Seller shall not have breached any covenant, representation, or warranty made under this Agreement.
- c. On the Closing Date, the representations and warranties made by Seller under this Agreement are true.
- d. On the Closing Date, Seller shall have complied with all of the terms and conditions of this Agreement.
- e. On or before the Closing Date, Seller shall provide Purchaser with confirmation that the parcel split provided for in Section 12 above has been successfully completed and that there are no outstanding issues related thereto.
- f. On or before the Closing Date, Seller shall provide confirmation to Purchaser that any leases to which the Property is subject have been terminated and any tenants have vacated pursuant to Section 13 above.
- g. On or before the Closing Date, Seller and/or the local relevant municipal authorities

- shall have approved Purchaser's site plan.
- h. On or before the Closing Date, all pending Restrictive Covenants and Soil Management shall have been executed and filed with applicable agencies, and Purchaser shall have had Thirty (30) days to review.

If any of the foregoing conditions precedent or contingencies are not satisfied, or waived, by the dates set forth above, Purchaser shall have the right to terminate this Agreement whereupon, the Deposit shall be immediately refunded to Purchaser, and this Agreement shall thereafter be of no further force or effect except those provisions that expressly survive termination.

17. **DEFAULT**

If either party shall have performed or tendered performance of all of its obligations under this Agreement, and the sale contemplated hereby is not closed because of a default by the other party in its obligation under this Agreement, then the non-defaulting party may, in its discretion, after providing the defaulting party a fifteen (15) day prior written notice and opportunity to cure the default and close: (a) terminate this Agreement by giving written notice thereof to the defaulting party, in which event the entire Deposit will promptly be returned to the non-defaulting party and the parties shall have no further obligation to each other except for expressly surviving obligations; or (b) the non-defaulting party may seek any remedy available at law or equity, including specific performance of this Agreement.

18. **GENERAL PROVISIONS**

a. **Integration**

This Agreement, together with the attached schedules and exhibits, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements, and understandings.

b. **Choice of Law**

This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including as to interpretation, enforceability, validity, and construction.

c. **Choice of Forum**

The parties submit to the jurisdiction and venue of the circuit court for the County of Allegan, State of Michigan, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

d. **Notice**

Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be given by either personal delivery or mailed certified mail,

return receipt requested, postage prepaid, addressed to each party as set forth below, or sent by a recognized overnight mail carrier. Notice shall be deemed effective upon the earlier of actual receipt or two (2) days after being mailed, if sent by mail, or on the date of delivery, if personally delivered.

If to Purchaser: DDD Enterprises
 c/o David Steffen, President

If to Seller: City of Plainwell
 c/o Justin Lakamper, City Manager
 211 N. Main Street
 Plainwell, Michigan 49080

h. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

i. Amendment

The terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by both parties.

j. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assignees.

k. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. Delivery of an executed counter part of this Agreement by facsimile or electronic file shall be equally as effective as delivery of an original executed counterpart of this Agreement.

l. Titles

Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

m. Attorney Review

The parties represent that they have carefully read this Agreement and have consulted with their respective attorneys. The parties affirmatively state that they

understand the contents of this Agreement and sign this Agreement as their free act and deed.

n. Construction of Agreement

Regardless of which party was responsible for the preparation of the Agreement, this Agreement shall not be construed more strictly against either party.

o. Third-Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any third party other than the parties to this Agreement and their respective successors and permitted assigns.

p. Time

Time is of the essence in this Agreement.

q. Waiver

No provision in this Agreement may be waived, except in a writing signed by the waiving party. No oral statements or course of conduct or course of dealing shall be deemed a waiver. No waiver of a breach of this Agreement shall be deemed a waiver of a subsequent or continuing breach.

r. Assignment

Purchaser may freely assign its rights under this Agreement to any of its related or subsidiary entities.

s. Governmental Immunity

Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as a waiver of any right of the Seller to claim or rely on a defense of governmental immunity, except as it relates to enforcement by Purchaser of Seller's obligations under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE

This Purchase and Sale Agreement is executed to be effective as of the date first written above.

PURCHASER:
DDD Enterprises

Date: _____

By: David Steffen
Its: President

SELLER:
City of Plainwell

Date: _____

By: Justin Lakamper
Its: City Manager

Date: _____

By: JoAnn Leonard
Its: Clerk

ESCROW AGENT'S ACKNOWLEDGMENT OF DEPOSIT

Escrow Agent received from the above named Purchaser Two Thousand Dollars and Zero Cents (\$2,000.00) deposit money above mentioned.

Escrow Agent:

By: _____
Its: _____

Exhibit A:
The Property*



*the above depiction is intended for informational/clarification purposes only.

MEMORANDUM

Date:

July 2, 2024

To:

Plainwell City Manager, Mayor and Members of City Council

From:

Nick Larabel, Chairperson of the City of Plainwell Brownfield Redevelopment Authority

Subject:

NAPA Parts Store Redevelopment in the Mill Property

Serving as the chairperson of the City of Plainwell's Brownfield Redevelopment Authority (BRA), I am writing to express my concern with the recent decision to pursue the sale and redevelopment of a portion of the Mill Property with a NAPA Auto Parts Store. As presented during the June 24, 2024 City Council meeting, approval was given for the City to enter into a purchase/sale agreement with Mr. David Steffens, local NAPA store owner, for the sale of approximately one acre of property located at the northeast corner of M-89 and Island Street. for \$36,000 less survey and closing costs (actual sale expected to be less than \$30,000). Unfortunately, this decision was made without consideration and input from the BRA Board and I believe this decision conflicts with the community supported long-standing vision of the Mill Property redevelopment. The Mill Property and its redevelopment are vital components to the community's growth, success and balance with the existing downtown, evidenced by the time, energy and community participation over nearly 20 years.

I would strongly suggest the sale of the property for reuse as a NAPA Auto Parts Store be paused until such time where other key community stakeholders could be consulted and consideration can be made to determine if this best aligns with the vision and fit for the Mill Property. Further, this would be the first redevelopment east of Island Street and within the main Mill Property area. So, it is crucial that decisions are not made hastily.

Specifically,

1. The Plainwell BRA nor its members were consulted in making the decision. The Board members have invested a considerable amount of time serving and provide a great deal of insight and experience on these matters.
2. When reviewing the *2005 Reuse Plan for the Plainwell Paper Mill*, the *City's 2007 Concept Plan*, and the *City of Plainwell's 2023 Master Plan*, reuse goals focused on development with residential use promoting community gatherings while recognizing and celebrating the Mill as an important part of the community's history and heritage. Commercial land use was intended for the existing Mill buildings or in the area of the existing Sweetwater Donut property. Were these other areas explored during discussions?
3. During a Community Public Workshop held in November 2007, it was clear that Big Box Retail and Stand-Alone National Retailers were not desired.

4. It isn't clear on how redevelopment with a national retailer will align with the city and community's goals, nor how the historical character of the Mill will be incorporated into the exterior aesthetics of the business.
5. If the City's goal is to further redevelop property with this and similar commercial businesses in the Mill Property along M-89, it is not clear how this would align with previous community input and complement the historical nature of the mill and downtown.

In closing, I would like to better understand how this sale will align with what I thought were the City's visions on mill redevelopment and would strongly suggest a pause on moving forward with this sale until the items referenced above can be addressed and other community stakeholders could be consulted.

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
POST DATES 06/01/2024 - 06/30/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND					
Dept 443 PUBLIC WORKS					
243-443-718.001	Health Insurance Premiums	COPS HEALTH TRUST	JUNE2024 DENTAL/VISION PRE	18.26	27465
243-443-718.001	Health Insurance Premiums	PRIORITY HEALTH	JUNE 2024 HEALTH INSURANCE	182.60	27467
243-443-725.001	Fringe Benefit - Life Insu	MADISON NATIONAL LIFE INSU	JUNE 2024 LIFE INSURANCE F	3.57	27466
243-443-801.013	Professional Services - At	BLOOM SLUGGETT PC	PROFESSIONAL SERVICES MAY	1,423.75	27541
Total For Dept 443 PUBLIC				1,628.18	
Total For Fund 243 BROWNFI				1,628.18	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
POST DATES 06/01/2024 - 06/30/2024
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BOTH OPEN AND PAID

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

Fund 243 BROWNFIELD REDEVE	1,628.18
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	1,628.18

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

RECIPIENT	ORIGINAL LOAN	ORIGINAL LOAN DATE	STATUS	LAST PAYMENT DATE	PRINCIPAL PAID TO DATE	INTEREST PAID TO DATE	DELQ AMOUNT	DELQ DAYS	LOAN BALANCE	PAYOFF DATE	
Elliott's Remodeling	9,000.00	25-Sep-2008	Paid in Full	5/20/2016	9,000.00	389.75	-	-	-	5/20/2016	- Property sold - paid by Title Company at closing
Joe's Pizza	10,000.00	14-Jan-2009	Paid in Full	9/30/2013	10,000.00	250.18	-	-	-	9/30/2013	
CPR Properties 2009	2,916.00	3-Feb-2009	Paid in Full	3/18/2013	2,916.00	70.93	-	-	-	3/18/2013	
Fran Bradshaw	3,084.00	6-Feb-2009	Paid in Full	10/25/2010	3,084.00	36.04	-	-	-	10/25/2010	
Island City Tea & Spice	5,000.00	9-Jul-2009	Paid in Full	5/1/2012	5,000.00	83.45	-	-	-	5/1/2012	
Heaven's Petals	2,294.00	1-Apr-2010	Paid in Full	1/3/2011	2,294.00	15.76	-	-	-	1/3/2011	
Island City Computers	5,000.00	3-Jun-2012	Written Off	9/11/2019	2,306.95	142.98	2,693.05	1,753	-	9/11/2019	- Business folded - small assets retained sold 09/11/2019 - wrote off remaining balance
CPR Properties 2013	10,000.00	30-May-2013	Paid in Full	9/13/2017	10,000.00	238.14	-	-	-	9/13/2017	
H&H Auto Body LLC	3,500.00	22-Oct-2014	Paid in Full	7/30/2015	3,500.00	14.09	-	-	-	7/30/2015	
Hart's Jewelry	2,550.00	27-Sep-2013	Paid in Full	7/27/2015	2,550.00	25.56	-	-	-	7/27/2015	
London Grill-Plainwell, Inc.	10,000.00	2-Aug-2013	Paid in Full	2/4/2016	10,000.00	188.66	-	-	-	2/4/2016	
Plainwell Flowers	8,000.00	22-Sep-2014	Paid in Full	10/5/2016	8,000.00	109.62	-	-	-	10/5/2016	
Thomas Holmes	7,000.00	23-Jun-2014	Paid in Full	12/5/2018	7,000.00	177.90	-	-	-	12/5/2018	
Total Property Management	10,000.00	7-Jun-2013	Paid in Full	6/4/2018	10,000.00	254.73	-	-	-	6/4/2018	
101 S. Main St.	10,000.00	1-Oct-2013	Paid in Full	3/24/2021	10,000.00	308.06	-	-	-	3/24/2021	
Onalee Boettcher	8,452.37	14-Oct-2015	Paid in Full	1/7/2019	8,452.37	185.02	-	-	-	1/7/2019	
H&H Auto Body 2015	4,350.00	23-Nov-2015	Paid in Full	10/24/2016	4,350.00	21.54	-	-	-	10/24/2016	
Turley Properties LLC	8,000.00	23-Nov-2015	Paid in Full	4/13/2018	8,000.00	147.18	-	-	-	4/13/2018	
RWEats Healthy Living LLC	10,000.00	19-May-2016	Paid in Full	4/13/2018	10,000.00	153.15	-	-	-	4/13/2018	
Barbara Taylor Bechtel	10,000.00	12-Jan-2017	Paid in Full	7/27/2020	10,000.00	232.53	-	-	-	7/27/2020	
John Roggow	10,000.00	12-Dec-2017	Paid in Full	11/2/2022	10,000.00	251.60	-	-	-	11/2/2022	
James Turley	10,000.00	1-Jun-2018	Paid in Full	7/8/2020	10,000.00	170.55	-	-	-	7/8/2020	
Plainwell Bridge & Main LLC	10,000.00	23-Aug-2019	Paid in Full	10/23/2023	10,000.00	245.03	-	-	-	10/23/2023	
Adam & Rachel Hopkins	10,000.00	10-Sep-2020	Current	5/7/2024	7,228.26	235.74	-	-	2,771.74		
Eric & Susan Luthy	15,000.00	28-Apr-2022	Paid in Full	9/25/2023	15,000.00	191.82	-	-	-	9/25/2023	
Barbed Wire Café	10,000.00	13-May-2022	Paid in Full	2/6/2023	10,000.00	56.65	-	-	-	2/6/2023	
Jennifer DeYoung	14,000.00	7-Jun-2022	Paid in Full	3/15/2024	14,000.00	226.69	-	-	-	5/16/2024	
River Road Foods LLC	10,000.00	11-Mar-2024	Current	6/6/2024	574.94	25.06	-	-	9,425.06		
									12,196.80		
Loans from G01 Grant									51,148.66		= Cash on hand at 06/30/2024
All others in G03 Grant									63,345.46		

NEW LOAN INFORMATION

RECIPIENT NAME	APPLICANT TYPE	ADDRESS	ZIP	FUNDED BY	LOAN AMOUNT	NAICS CODE	PURPOSE	JOBS CREATED	JOBS SAVED	APPLICATION DATE	CLOSING DATE	TERM (MONTHS)	MATURITY DATE	PAYMENT AMOUNT	INTEREST	RACE	GENDER	ETHNICITY	SOURCE
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
 POST DATES 06/01/2024 - 06/30/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 443 PUBLIC WORKS					
248-443-718.001	Health Insurance Premiums	COPS HEALTH TRUST	JUNE2024 DENTAL/VISION PRE	25.93	27465
248-443-718.001	Health Insurance Premiums	PRIORITY HEALTH	JUNE 2024 HEALTH INSURANCE	330.52	27467
248-443-900.000	Social district decals	COMPLETE TEAM OUTFITTER INC	Social district decals	120.00	2803
248-443-900.000	Social district signage	BUILDASIGN	Social district signage	70.97	2803
248-443-900.000	Social district signage	BUILDASIGN	Social district signage	57.71	2803
Total For Dept 443 PUBLIC				605.13	
Dept 775 SPECIAL EVENTS					
248-775-880.021	Community Promotion - Spec	WQXC FM - FORUM COMMUNICA	DDA - ADVERTISING MARKET (24.00	27486
248-775-880.021	Postcards for ladies night	VISTAPRINT	Postcards for ladies night	100.99	2803
248-775-881.022	DDA No pets sign	AMAZON	DDA No pets sign	25.97	2803
248-775-881.022	Farmers Market Costs - DD	AGOOD NEWS PAPER	MAY/JUNE 2024 FARMERS MARK	140.00	27490
248-775-881.022	Farmers Market Costs - DD	AWQXC FM - FORUM COMMUNICA	DDA - ADVERTISING MARKET (24.00	27486
248-775-881.022	Farmers Market Costs - DD	APLUMBER'S PORTABLE TOILETS	DDA - FARMERS MARKET PORTA	135.00	27510
Total For Dept 775 SPECIAL				449.96	
Total For Fund 248 DOWNTOW				1,055.09	

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

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

Fund 248 DOWNTOWN DEVELOPM	1,055.09
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1,055.09

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
POST DATES 06/01/2024 - 06/30/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 247	TAX INCREMENT	FINANCE AUTHORITY FUND			
Dept 443	PUBLIC WORKS				
247-443-718.001	HEALTH INSURANCE PREMIUMS	COPS HEALTH TRUST	JUNE2024 DENTAL/VISION PRE	45.59	27465
247-443-718.001	Health Insurance Premiums	PRIORITY HEALTH	JUNE 2024 HEALTH INSURANCE	429.79	27467
247-443-725.001	Fringe Benefit - Life Insu	MADISON NATIONAL LIFE INSU	JUNE 2024 LIFE INSURANCE F	1.76	27466
		Total For Dept 443	PUBLIC	477.14	
		Total For Fund 247	TAX INC	477.14	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
POST DATES 06/01/2024 - 06/30/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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

Fund 247 TAX INCREMENT FIN	477.14
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477.14

MINUTES
Plainwell City Council
May 28, 2024

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Invocation: None.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 05/13/2024 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report: None.
8. Agenda approval:
A motion by Steele, seconded by Keeney, to approve the Agenda for the May 28, 2024 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. Finance Director/Treasure Kelley discussed the draft BRA/DDA/TIFA budget for fiscal year 2024/2025.
A motion by Overhuel, seconded by Keeney, to approve the draft 2024/2025 BRA/DDA/TIFA budget as presented. On a roll call vote, all voted in favor. Motion passed.
 - B. Finance Director/Treasure Kelley discussed setting a required Public Hearing concerning the 2024/2025 City Budget.
A motion by Keeney, seconded by Wisnaski, to set a Public Hearing for June 24, 2024 at 7pm to consider and adopt the 2024/2025 City Budget. On a roll call vote, all voted in favor. Motion passed.
 - C. City Manager Lakamper discussed a PFAS Settlement Agreement the City is participating in.
A motion by Keeney, seconded by Wisnaski, to authorize the City of Plainwell's participation in the 3M/Dupont Class Action Settlement, and to authorize the City Manager to take all necessary steps to effectuate the settlement. On a voice vote, all in favor. Motion passed.
 - D. City Manager Lakamper discussed two change orders for the Old Orchard Project.
A motion by Wisnaski, seconded by Keeney, to approve Change Orders 1 and 2 for Old Orchard Neighborhood Sanitary Sewer Extension and Water Main Upgrades. On a roll call vote, all voted in favor. Motion passed.
11. Communications:
A motion by Steele, seconded by Overhuel, to accept and place on file the April 2024 DPS Council report, the draft 5/14/24 BRA/DDA/TIFA meeting minutes, the draft 5/15/24 Planning Commission meeting minutes and the draft

The City of Plainwell is an equal opportunity employer and provider

5/16/24 Parks & Trees meeting minutes. On a voice vote, all voted in favor. Motion passed.

12. Accounts Payable:

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$302,935.40 for payment of same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: None.

14. Staff Comments:

Treasurer/Finance Director Kelley stated that he continues to focus on the budget.

Personnel Coordinator Kersten stated that the open position at Public Safety had been filled. Insurance open enrollment begins in June, with changes taking effect in August.

Superintendent Nieuwenhuis said that City flowers and hanging baskets will be finished this week. He stated that the meeting today concerning the Old Orchard Project went well.

Community Development Manager Siegel stated that the Farmer's Market has several new vendors, and is Thursdays from 3pm – 6:30pm. She is working on Redevelopment Ready requirements which are due in January. The lead abatement project on the Old Mill buildings is complete. She is applying for a 50k grant through T-Mobile to for the fire pit at Brook's Plaza.

Superintendent Pond stated that both clarifying drives need new bearings. The drives are ~20 years old.

Clerk Leonard shared that she is attending several training events next month.

Manager Lakamper shared that there are plans for a kayak launch to be installed at Darryl Park, though there are some land ownership challenges to address first. The prior lead abatement contractor has agreed to reduce their fee. Acceptance of the offer requires Council approval.

15. Council Comments:

Mayor Pro Tem Steele asked where funding to repair or replace the City Clock was coming from.

Council member Keeney said that the Old Orchard Project is going well. He walks the neighborhood daily, and has heard less complaints recently.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:34 PM. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
June 10, 2024



JoAnn Leonard, City Clerk

MINUTES
Plainwell City Council
June 10, 2024

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Invocation: Given by Jared Bowen of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, and Councilmember Wisnaski.
Absent: Councilmember Keeney.
A motion by Wisnaski, seconded by Overhuel, to excuse Councilmember Keeney from the proceedings. On a voice vote, all voted in favor. Motion passed.
5. Approval of Minutes:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 05/28/2024 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: Myrene Koch introduced herself and shared that she is running for Allegan County Prosecutor.
7. County Commissioner Report: None.
8. Agenda approval:
A motion by Steele, seconded by Overhuel, to approve the Agenda for the June 10, 2024 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. Finance Director/Treasurer Kelley discussed USA Earthworks LLC Pay Application #2 for work done on the Old Orchard Project.
A motion by Wisnaski, seconded by Steele, approving USA Earthworks Pay Application #2 in the amount of \$354,384.85. On a roll call vote, all voted in favor. Motion passed.
11. Communications:
A motion by Steele, seconded by Overhuel, to accept and place on file the May Investment and Fund Balance reports and the May 2024 Water Renewal report. On a voice vote, all voted in favor. Motion passed.
12. Accounts Payable:
A motion by Wisnaski, seconded by Overhuel, that the bills be allowed and orders drawn in the amount of \$100,142.84 for payment of same. On a roll call vote, all voted in favor. Motion passed.
13. Public Comments: None.
14. Staff Comments:
Treasurer/Finance Director Kelley stated that he continues to focus on the budget, and that property tax bills will be mailed out soon.

Community Development Manager Siegel stated that she has received quotes for the new Industrial Park signs. The EGLE walk through of the Old Mill property following the completion of lead abatement went well, and we are hoping to close that out this fall.

Director Callahan introduced Deb VanHouten. Deb will be the new Records Coordinator for the Department of Public Safety.

Clerk Leonard shared that she is attending training next week.

Manager Lakamper shared that there are a few spots that Taplin will revisit to complete the lead abatement. He discussed a potential new mechanic for the Airport. He asked Council if Tuesday, June 18th at 5:30pm was an acceptable time to hold a Special Meeting discussing the 2024/2025 Budget.

15. Council Comments: Councilmember Wisnaski stated that the City flowers look good.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:24 PM. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
June 24, 2024



JoAnn Leonard, City Clerk

PERIOD ENDING 06/30/2024

% Fiscal Year Completed: 100.00

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

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2024	MONTH 06/30/2024	BALANCE	
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND						
Revenues						
243-000-404.040	Captured Tax Real - BR - City Tax	6,507.00	6,507.18	0.00	(0.18)	100.00
243-000-404.041	Captured Tax Real - BR - Library	1,179.00	1,168.55	0.00	10.45	99.11
243-000-404.042	Captured Tax Real - BR - Capital Impr	529.00	529.49	0.00	(0.49)	100.09
243-000-404.043	Captured Tax Real - BR - Fire Reserve	529.00	529.49	0.00	(0.49)	100.09
243-000-404.044	Captured Tax Real - BR - Solid Waste	688.00	688.34	0.00	(0.34)	100.05
243-000-404.047	Captured Tax Real - DDA - School	16,242.00	16,242.34	0.00	(0.34)	100.00
243-000-404.048	Captured Tax Real - BR - County Taxes	3,679.00	3,686.91	0.00	(7.91)	100.22
243-000-413.060	Captured Tax Pers - City Tax	3,619.00	3,619.11	0.00	(0.11)	100.00
243-000-413.061	Captured Tax Pers - Library	656.00	649.93	0.00	6.07	99.07
243-000-413.062	Captured Tax Pers - Capital Improvement	295.00	294.50	0.00	0.50	99.83
243-000-413.063	Captured Tax Pers - Fire Reserve	295.00	294.50	0.00	0.50	99.83
243-000-413.064	Captured Tax Pers - Solid Waste	383.00	382.85	0.00	0.15	99.96
243-000-413.065	Captured Tax Pers - County Taxes	2,046.00	2,050.58	0.00	(4.58)	100.22
243-000-665.000	Interest Earnings - Investments	1,207.00	3,909.89	0.00	(2,702.89)	323.93
243-000-696.010	Loan Proceeds	80,000.00	0.00	0.00	80,000.00	0.00
243-000-699.101	Interfund Transfer In - General Fund	53,000.00	20,000.00	20,000.00	33,000.00	37.74
243-000-699.401	Interfund Transfer In - Cap Improvement	80,000.00	80,000.00	6,666.63	0.00	100.00
TOTAL REVENUES		250,854.00	140,553.66	26,666.63	110,300.34	56.03
Expenditures						
243-443-703.000	Salaries/Wages - Full Time Employees	43,424.00	45,960.27	3,562.25	(2,536.27)	105.84
243-443-704.001	Wages - Part Time Employees	2,440.00	5,030.28	950.33	(2,590.28)	206.16
243-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	3,380.00	3,938.15	348.79	(558.15)	116.51
243-443-712.001	Cash in Lieu of Benefits - Insurance Buy	360.00	1,638.45	148.76	(1,278.45)	455.13
243-443-716.000	Retirement - Defined Contribution 401a	3,969.00	2,616.24	297.12	1,352.76	65.92
243-443-718.001	Health Insurance Premiums - Current EE	6,020.00	1,711.70	149.29	4,308.30	28.43
243-443-718.013	Health Insurance - HSA - Employer Paid	2,160.00	792.59	67.34	1,367.41	36.69
243-443-723.001	Retiree Health Care - OPEB	29.00	28.50	2.32	0.50	98.28
243-443-725.001	Fringe Benefit - Life Insurance	42.00	42.85	3.57	(0.85)	102.02
243-443-725.010	Workers Comp Insurance	217.00	148.44	0.00	68.56	68.41
243-443-767.000	Clothing - Uniforms - contract provided	99.00	0.00	0.00	99.00	0.00
243-443-775.000	Supplies - Repairs and Maintenance	0.00	144.33	0.00	(144.33)	100.00
243-443-801.000	Professional Services - Engineering	8,000.00	0.00	0.00	8,000.00	0.00
243-443-801.013	Professional Services - Attorney	50,000.00	35,784.25	1,423.75	14,215.75	71.57
243-443-801.030	Professional Services - Auditor	374.00	391.67	0.00	(17.67)	104.72
243-443-830.000	Contractual Reimbursement CRA Activities	27,486.00	27,482.83	0.00	3.17	99.99
243-443-931.000	Outside Services (RMLB)	150,310.00	53,374.76	0.00	96,935.24	35.51
243-443-935.001	Property Liability Insurance	6,958.00	6,428.35	0.00	529.65	92.39
243-443-940.000	Rentals - Equipment	3,600.00	9,275.64	2,470.55	(5,675.64)	257.66
243-443-948.000	Computer Services	0.00	7.68	0.00	(7.68)	100.00
243-443-955.000	Miscellaneous Expense	0.00	6.98	0.00	(6.98)	100.00
243-905-991.001	Debt Service - Principal -Interfund Loan	15,536.00	15,535.96	1,294.70	0.04	100.00
243-905-993.001	Debt Service - Interest - Interfund Loan	1,089.00	1,088.63	90.71	0.37	99.97
TOTAL EXPENDITURES		325,493.00	211,428.55	10,809.48	114,064.45	64.96
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		250,854.00	140,553.66	26,666.63	110,300.34	56.03
TOTAL EXPENDITURES		325,493.00	211,428.55	10,809.48	114,064.45	64.96

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL
 PERIOD ENDING 06/30/2024
 % Fiscal Year Completed: 100.00

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

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	06/30/2024 (ABNORMAL)	MONTH 06/30/2024	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND									
NET OF REVENUES & EXPENDITURES		(74,639.00)		(70,874.89)		15,857.15		(3,764.11)	94.96

PERIOD ENDING 06/30/2024

% Fiscal Year Completed: 100.00

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

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2024	MONTH 06/30/2024	BALANCE	
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND						
Revenues						
247-000-404.040	Captured Tax Real - BR - City Tax	8,132.00	8,131.82	0.00	0.18	100.00
247-000-404.041	Captured Tax Real - BR - Library	1,472.00	1,459.30	0.00	12.70	99.14
247-000-404.042	Captured Tax Real - BR - Capital Impr	661.00	661.48	0.00	(0.48)	100.07
247-000-404.043	Captured Tax Real - BR - Fire Reserve	661.00	661.48	0.00	(0.48)	100.07
247-000-404.044	Captured Tax Real - BR - Solid Waste	860.00	859.88	0.00	0.12	99.99
247-000-404.048	Captured Tax Real - BR - County Taxes	4,595.00	4,604.98	0.00	(9.98)	100.22
247-000-583.000	Local Grants	104,593.00	95,453.50	0.00	9,139.50	91.26
247-000-665.000	Interest Earnings - Investments	3,330.00	8,449.89	860.03	(5,119.89)	253.75
TOTAL REVENUES		124,304.00	120,282.33	860.03	4,021.67	96.76
Expenditures						
247-443-703.000	Salaries/Wages - Full Time Employees	50,485.00	49,578.42	3,988.88	906.58	98.20
247-443-704.001	Wages - Part Time Employees	469.00	427.94	39.09	41.06	91.25
247-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	3,791.00	3,705.40	298.16	85.60	97.74
247-443-712.001	Cash in Lieu of Benefits - Insurance Buy	855.00	1,225.52	111.25	(370.52)	143.34
247-443-716.000	Retirement - Defined Contribution 401a	2,732.00	2,174.07	220.26	557.93	79.58
247-443-718.001	Health Insurance Premiums - Current EE	6,847.00	4,360.38	426.66	2,486.62	63.68
247-443-718.013	Health Insurance - HSA - Employer Paid	2,160.00	1,318.21	113.91	841.79	61.03
247-443-725.001	Fringe Benefit - Life Insurance	21.00	21.10	1.76	(0.10)	100.48
247-443-725.010	Workers Comp Insurance	247.00	170.76	0.00	76.24	69.13
247-443-775.000	Supplies - Repairs and Maintenance	3,600.00	5.59	0.00	3,594.41	0.16
247-443-801.013	Professional Services - Attorney	1,000.00	0.00	0.00	1,000.00	0.00
247-443-801.030	Professional Services - Auditor	71.00	74.15	0.00	(3.15)	104.44
247-443-931.000	Outside Services (RMLB)	500.00	0.00	0.00	500.00	0.00
247-443-935.001	Property Liability Insurance	146.00	134.88	0.00	11.12	92.38
247-443-940.000	Rentals - Equipment	1,500.00	1,680.87	263.16	(180.87)	112.06
247-443-948.000	Computer Services	0.00	7.68	0.00	(7.68)	100.00
TOTAL EXPENDITURES		74,424.00	64,884.97	5,463.13	9,539.03	87.18
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND:						
TOTAL REVENUES		124,304.00	120,282.33	860.03	4,021.67	96.76
TOTAL EXPENDITURES		74,424.00	64,884.97	5,463.13	9,539.03	87.18
NET OF REVENUES & EXPENDITURES		49,880.00	55,397.36	(4,603.10)	(5,517.36)	111.06

PERIOD ENDING 06/30/2024

% Fiscal Year Completed: 100.00

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

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	06/30/2024 (ABNORMAL)	MONTH 06/30/2024 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND									
Revenues									
248-000-404.030	Captured Tax Real - DDA - City Tax	34,222.00		34,221.56		0.00		0.44	100.00
248-000-404.031	Captured Tax Real - DDA - Library	6,200.00		6,144.81		0.00		55.19	99.11
248-000-404.032	Captured Tax Real - DDA - Capital Impr	2,784.00		2,784.42		0.00		(0.42)	100.02
248-000-404.033	Captured Tax Real - DDA - Fire Reserve	2,784.00		2,784.42		0.00		(0.42)	100.02
248-000-404.034	Captured Tax Real - DDA - Solid Waste	3,620.00		3,619.78		0.00		0.22	99.99
248-000-404.045	Captured Tax Real - DDA - County Taxes	19,347.00		19,387.86		0.00		(40.86)	100.21
248-000-413.060	Captured Tax Pers - City Tax	1,838.00		1,837.77		0.00		0.23	99.99
248-000-413.061	Captured Tax Pers - Library	333.00		329.92		0.00		3.08	99.08
248-000-413.062	Captured Tax Pers - Capital Improvement	150.00		149.55		0.00		0.45	99.70
248-000-413.063	Captured Tax Pers - Fire Reserve	150.00		149.55		0.00		0.45	99.70
248-000-413.064	Captured Tax Pers - Solid Waste	194.00		194.41		0.00		(0.41)	100.21
248-000-413.065	Captured Tax Pers - County Taxes	1,038.00		1,041.02		0.00		(3.02)	100.29
248-000-583.000	Local Grants	7,752.00		7,446.80		0.00		305.20	96.06
248-000-642.001	Sales of Merchandise - DDA	0.00		18.00		0.00		(18.00)	100.00
248-000-654.001	Charges for Service - Farmers Market Fee	4,225.00		5,813.79		741.03		(1,588.79)	137.60
248-000-654.102	Special Event Revenues - DDA	1,625.00		1,525.00		0.00		100.00	93.85
248-000-665.000	Interest Earnings - Investments	3,984.00		4,785.92		464.16		(801.92)	120.13
248-000-674.022	Private Donations - Sponsorship FarmersMk	0.00		600.00		0.00		(600.00)	100.00
TOTAL REVENUES		90,246.00		92,834.58		1,205.19		(2,588.58)	102.87
Expenditures									
248-443-703.000	Salaries/Wages - Full Time Employees	18,163.00		17,466.74		1,398.30		696.26	96.17
248-443-709.000	Payroll Taxes - FICA - Soc Sec/Medicare	1,312.00		1,194.85		94.70		117.15	91.07
248-443-718.001	Health Insurance Premiums - Current EE	3,264.00		3,239.26		271.96		24.74	99.24
248-443-718.013	Health Insurance - HSA - Employer Paid	792.00		694.05		60.31		97.95	87.63
248-443-725.010	Workers Comp Insurance	41.00		26.67		0.00		14.33	65.05
248-443-775.000	Supplies - Repairs and Maintenance	100.00		140.12		0.00		(40.12)	140.12
248-443-801.030	Professional Services - Auditor	71.00		74.15		0.00		(3.15)	104.44
248-443-851.000	Postage	100.00		6.22		0.00		93.78	6.22
248-443-900.000	Printing and Publishing	1,800.00		1,338.53		248.68		461.47	74.36
248-443-931.000	Outside Services (RMLB)	3,498.00		2,470.12		0.00		1,027.88	70.62
248-443-935.001	Property Liability Insurance	225.00		207.87		0.00		17.13	92.39
248-443-948.000	Computer Services	50.00		7.68		0.00		42.32	15.36
248-443-955.000	Miscellaneous Expense	400.00		114.21		0.00		285.79	28.55
248-443-960.000	Education & Training - Professional	200.00		45.00		0.00		155.00	22.50
248-443-962.000	Memberships & Dues	700.00		767.09		0.00		(67.09)	109.58
248-775-880.021	Community Promotion - Special Events	4,250.00		3,669.04		124.99		580.96	86.33
248-775-881.022	Farmers Market Costs - DDA	1,710.00		1,808.79		324.97		(98.79)	105.78
248-900-971.000	Capital Purchase	7,300.00		6,550.00		0.00		750.00	89.73
TOTAL EXPENDITURES		43,976.00		39,820.39		2,523.91		4,155.61	90.55
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:									
TOTAL REVENUES		90,246.00		92,834.58		1,205.19		(2,588.58)	102.87
TOTAL EXPENDITURES		43,976.00		39,820.39		2,523.91		4,155.61	90.55
NET OF REVENUES & EXPENDITURES		46,270.00		53,014.19		(1,318.72)		(6,744.19)	114.58

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL
 PERIOD ENDING 06/30/2024
 % Fiscal Year Completed: 100.00

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

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDT USED
		AMENDED BUDGET	NORMAL	06/30/2024 (ABNORMAL)	MONTH 06/30/2024	INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
TOTAL REVENUES - ALL FUNDS		465,404.00		353,670.57		28,731.85		111,733.43	75.99
TOTAL EXPENDITURES - ALL FUNDS		443,893.00		316,133.91		18,796.52		127,759.09	71.22
NET OF REVENUES & EXPENDITURES		21,511.00		37,536.66		9,935.33		(16,025.66)	174.50

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 06/30/2024

% Fiscal Year Completed: 100.00

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

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2024	MONTH 06/30/2024	BALANCE	
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND						
Revenues						
D01	D01 - Taxes	36,647.00	36,643.77	0.00	3.23	99.99
D08	D08 - Interest and rentals	1,207.00	3,909.89	0.00	(2,702.89)	323.93
F40.15	F40.15 - Other financing, Loan proceeds	80,000.00	0.00	0.00	80,000.00	0.00
F40.05	F40.05 - Other financing, Transfer In	133,000.00	100,000.00	26,666.63	33,000.00	75.19
TOTAL REVENUES		250,854.00	140,553.66	26,666.63	110,300.34	56.03
Expenditures						
443	PUBLIC WORKS	308,868.00	194,803.96	9,424.07	114,064.04	63.07
905	DEBT SERVICE	16,625.00	16,624.59	1,385.41	0.41	100.00
TOTAL EXPENDITURES		325,493.00	211,428.55	10,809.48	114,064.45	64.96
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		250,854.00	140,553.66	26,666.63	110,300.34	56.03
TOTAL EXPENDITURES		325,493.00	211,428.55	10,809.48	114,064.45	64.96
NET OF REVENUES & EXPENDITURES		(74,639.00)	(70,874.89)	15,857.15	(3,764.11)	94.96

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

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2024	MONTH 06/30/2024	BALANCE	
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND						
Revenues						
D01	D01 - Taxes	16,381.00	16,378.94	0.00	2.06	99.99
D08	D08 - Interest and rentals	3,330.00	8,449.89	860.03	(5,119.89)	253.75
D04	D04 - State grants	104,593.00	95,453.50	0.00	9,139.50	91.26
TOTAL REVENUES		124,304.00	120,282.33	860.03	4,021.67	96.76
Expenditures						
443	PUBLIC WORKS	74,424.00	64,884.97	5,463.13	9,539.03	87.18
TOTAL EXPENDITURES		74,424.00	64,884.97	5,463.13	9,539.03	87.18
Fund 247 - TAX INCREMENT FINANCE AUTHORITY FUND:						
TOTAL REVENUES		124,304.00	120,282.33	860.03	4,021.67	96.76
TOTAL EXPENDITURES		74,424.00	64,884.97	5,463.13	9,539.03	87.18
NET OF REVENUES & EXPENDITURES		49,880.00	55,397.36	(4,603.10)	(5,517.36)	111.06

PERIOD ENDING 06/30/2024

% Fiscal Year Completed: 100.00

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

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	06/30/2024	MONTH 06/30/2024	BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Revenues						
D01	D01 - Taxes	72,660.00	72,645.07	0.00	14.93	99.98
D08	D08 - Interest and rentals	3,984.00	4,785.92	464.16	(801.92)	120.13
D04	D04 - State grants	7,752.00	7,446.80	0.00	305.20	96.06
D06	D06 - Charges for services	5,850.00	7,356.79	741.03	(1,506.79)	125.76
UNCLASSIFIED	Unclassified	0.00	600.00	0.00	(600.00)	100.00
TOTAL REVENUES		90,246.00	92,834.58	1,205.19	(2,588.58)	102.87
Expenditures						
443	PUBLIC WORKS	30,716.00	27,792.56	2,073.95	2,923.44	90.48
775	SPECIAL EVENTS	5,960.00	5,477.83	449.96	482.17	91.91
900	CAPITAL OUTLAY	7,300.00	6,550.00	0.00	750.00	89.73
TOTAL EXPENDITURES		43,976.00	39,820.39	2,523.91	4,155.61	90.55
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		90,246.00	92,834.58	1,205.19	(2,588.58)	102.87
TOTAL EXPENDITURES		43,976.00	39,820.39	2,523.91	4,155.61	90.55
NET OF REVENUES & EXPENDITURES		46,270.00	53,014.19	(1,318.72)	(6,744.19)	114.58
TOTAL REVENUES - ALL FUNDS						
		465,404.00	353,670.57	28,731.85	111,733.43	75.99
TOTAL EXPENDITURES - ALL FUNDS						
		443,893.00	316,133.91	18,796.52	127,759.09	71.22
NET OF REVENUES & EXPENDITURES		21,511.00	37,536.66	9,935.33	(16,025.66)	174.50

AGENDA ITEMS

7. **BRA Action Items:**

- A. Informational on the sale of 1 acre of Mill Property
- B. Accounts Payable: Recommended Action: Consider confirming the BRA payables for June for \$ 1,628.18

8. **DDA Action Items:**

- A. Informational on redevelopment Project updates
- B. Revolving Loan Quarterly Report Review – listing of open and closed revolving loans
- C. Accounts Payable:
Recommended Action: Consider confirming the DDA payables for June for \$ 1,055.09

9. **TIFA Action Items:**

- A. Accounts Payable: Recommended Action: Consider confirming the TIFA payables for June for \$ 477.14

A reminder of Upcoming Meetings/Events:

- Farmers' Market Thursdays 3-6:30 pm
- Concerts at the Bandshell Wednesdays, 7-8:30 pm
- July 11, 2024 – Parks and Trees Meeting 5:00 p.m. / City Hall Conference Room
- July 16, 2024 – Food Truck Rally Fannie Pell Park
- July 17, 2024 – Planning Commission Meeting 6:30 pm/Council Chambers
- July 22, 2024 – City Council Meeting 7:00 p.m. / Council Chambers