

# City of Plainwell



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

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

## AGENDA

### Plainwell City Council Monday, March 09, 2026 - 7:00PM Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 02/23/2026 Regular Meeting
6. **Public Comments**
7. **Presentation** – Community Action of Allegan County
8. **Agenda Approval**
9. **Mayor's Report**
10. **Recommendations and Reports:**

#### **A. City – Purchase Agreement with Plainwell Auto**

Council will consider approving the sale of approximately 1 acre of real property of the parent parcel 55-030-076-01 to David Steffen for a price of \$40,000 per acre, subject to surveys, 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.

#### **B. City – Annual Flower Purchase**

Council will consider approving the annual flower purchase from Zeinstra's Greenhouse in the amount of \$10,708.00.

#### **C. City – Sewer System Lining – Naomi Street**

Council will consider authorizing Plummers Environmental Services to line one manhole on Naomi Street for a total cost of \$5,600.00.

11. **Communications:** The February 2026 Investment and Fund Balance Reports.
12. **Accounts Payable - \$616,557.36**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

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

Plainwell is an equal opportunity provider and employer

**MINUTES**  
**Plainwell City Council**  
**February 23, 2026**

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Ken Fritz from Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brad Keeler, Mayor Pro Tem Lori Steele and Councilmembers Randy Wisnaski, Roger Keeney and Cathy Green.  
Absent: None.
5. Approval of Minutes:  
**A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 02/09/2026 regular meeting. On a voice vote, all voted in favor. Motion passed.**
6. Public Comment:
  - A. Darius Grigaliunas, owner of Classic Auto Mill, stated that contractors and materials to begin work on the Mill Buildings will arrive soon, and shared how excited he and his family are to be in Plainwell and part of the community.
  - B. Tom Siver introduced himself, sharing that he is running for District Judge of Allegan County.
7. County Commissioner Report: Commissioner Dugan gave an update on happenings throughout Allegan county.
8. Agenda approval:  
**A motion by Wisnaski, seconded by Keeney, to approve the Agenda for the February 23, 2026 meeting as presented. On a voice vote, all voted in favor. Motion passed.**
9. Mayor's Report: None.
10. Recommendations and Reports:
  - A. Clerk Leonard discussed an opening on the DDA Board for a partial term ending June 30, 2026. Appointments to Boards and Commissions are made by the Mayor, and subject to confirmation from City Council.  
**A motion by Steele, seconded by Wisnaski, approving the Mayor's appointment of Rimante Grigaliunas to the DDA Board. On a roll call vote, all voted in favor. Motion passed.**
  - B. Personnel Coordinator/Deputy Treasurer Kersten discussed a Small Business Revolving Loan Application. The City of Plainwell, using grant funds awarded through the United States Department of Agriculture (USDA), offers a Revolving Loan program to qualifying small businesses within the City. This program provides low-interest loans to help finance building improvements, support job creation, and promote long-term business success. An applicant's ability to repay the loan, available collateral, proposed use of loan proceeds, and the public benefit are all to be considered when reviewing the application for approval.  
Drew Doster and Molly Allen-Doster, owners of Doster Real Estate, have applied for a \$10,000 loan with the intention of making improvements to the property located at 145 E Bridge Street, which they plan to later open as Doster Brewing. City Staff and the DDA Board have reviewed and recommend approval of the loan  
**A motion by Keeney, seconded by Wisnaski, approving the Small Business Loan Application from Doster Real Estate in the amount of \$10,000. On a roll call vote, all voted in favor. Motion passed.**
  - C. Clerk Leonard discussed Special Event Permit 2026-02 for the Plainwell Community Easter Egg Hunt to be held Saturday, March 28, 2026 at Brook's Plaza, Hick's Park and a small section of W. Bridge St and Special Event Permit 2026-03 for the Memorial Day Parade which begins at 11am on Monday, May 25, 2026 on N. Anderson St and ends at Hillside Cemetery.  
**A motion by Green, seconded by Keeney, approving Special Event Permits 2026-02 and 2026-03 as presented. On a roll call vote, all voted in favor. Motion passed.**

**MINUTES**  
**Plainwell City Council**  
**February 23, 2026**

D. Director Callahan discussed the International Property Maintenance Code (IPMC), and how adopting it would benefit the City and provide a better platform for Ordinance enforcement.

11. Communications:

**A motion by Steele, seconded Wisnaski, to accept and place on file the January 2026 Department of Public Safety and Water Renewal Reports, the 01/13/2026 DDA/BRA/TIFA meeting minutes and the 11/05/2025 Planning Commission meeting minutes. On a voice vote, all voted in favor. Motion passed.**

12. Accounts Payable:

**A motion by Keeney, seconded by Green, that the bills be allowed and orders drawn in the amount of \$889,008.58 for payment of the same. On a roll call vote, all voted in favor. Motion passed.**

13. Public Comments:

A. Benedictus Grigaliunas shared how happy he was for his family to have the opportunity to work with Plainwell.

14. Staff Comments:

Personnel Coordinator/Deputy Treasurer Kersten had nothing to report.

Superintendent Nieuwenhuis asked Tom Siver how he would handle blight enforcement as an Allegan County Judge. Tom responded he would use Plainwell's Code of Ordinances to address blight issues.

Superintendent Keyzer reported a frozen sludger line that broke upon thawing and needs to be replaced.

Director Callahan discussed a juvenile at Plainwell Schools who had been apprehended after firing a water pellet gun on school grounds.

Clerk Leonard had nothing to report.

15. Council Comments:

A. Mayor Pro Tem Steele thanked Bob and the DPW staff for filling a pothole on Sherwood St.

16. Adjournment:

**A motion by Steele, seconded by Green, to adjourn the meeting at 7:42pm. On a voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
submitted by,  
JoAnn Leonard  
City Clerk

MINUTES APPROVED BY CITY COUNCIL  
March 09, 2026

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JoAnn Leonard, City Clerk



## "The Island City"

## MEMORANDUM

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

TO: Mayor and City Council  
FROM: Justin Lakamper, City Manager  
DATE: March 09<sup>th</sup>, 2026  
SUBJECT: NAPA Purchase Agreement

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**SUGGESTED MOTION:** "Motion to approve the sale of approximately 1 acre of real property of the parent parcel 55-030-076-02 with David Steffen for a price of \$40,000 per acre, subject to surveys, 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 Plainwell Auto store owner David Steffens would like to purchase approximately 1 acre of the mill property to build a new building for his business. The City has been in conversations with David for approximately 1.5 years over this sale. At the January 26<sup>th</sup> council meeting the Council voted to enter into negotiations with David to sell him one acre of land. 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 stipulated that David would have 90 days for his inspection period, which will begin once the survey and title work has been completed. It also stipulated 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. The proposed location is in an area on the property that was cleaned up to "commercial standard" during the remediation. This means that this area can only be used for commercial development.

**ANALYSIS:** David, our attorneys, and I put together a purchase agreement that incorporates the terms above and incorporates the building designs as part of the agreement. I recommend approval of this agreement.

**BUDGET IMPACT:** This will add \$40,000, less the survey and closing costs, to the BRA Fund.

**ATTACHEMENTS:** Purchase agreement

## 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 **55-030-076-01** 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 13 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, but expressly excluding any monitoring wells or other devices on the Property relating to investigatory or remedial activities on or with respect to the Site (as defined and further described in Section 11 below);
- 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. No division rights under the Michigan Land Division Act, MCL 560.101 et seq.

The Property is subject to all easements, licenses, restrictions, covenants, conditions, rights-of-way, mineral interests, reservations, utility agreements, party-wall agreements, encroachments, and all other matters of record or observable upon inspection of the Property or that would be disclosed by an accurate ALTA/NSPS Land Title Survey, whether or not the same materially affect the use or value of the Property.

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 and convey to Purchaser by Covenant Deed in substantially the same form attached hereto as Exhibit B, 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; 4) any title exceptions arising out of the acts of Purchaser; and 5) all easements, licenses, restrictions, covenants, conditions, rights-of-way, mineral interests, reservations, utility agreements, party-wall agreements, encroachments, and all other matters of record or observable upon

inspection of the Property or that would be disclosed by an accurate ALTA/NSPS Land Title Survey, whether or not the same materially affect the use or value of the Property.

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

a. Purchaser and Seller acknowledge that the Seller is a municipality and the Property is currently exempt from real property taxes and assessments. Accordingly, all real property taxes and assessments coming due and payable following the Closing Date (defined below) are the responsibility of the Purchaser.

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. All prorations for the closing statement, if any, 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.

d. 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 in the amount of the Purchase Price, dated on or after the date of this Agreement ("**Title Commitment**") undertaking to insure title to the Property in Purchaser. 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 the Property, ("**Title Defects**") Purchaser shall object thereto and notify ("**Title Notice**") Seller thereof in writing on or before ten (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 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**".

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, Purchaser may, at its sole cost and expense, obtain 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 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. Purchaser shall, at its expense, provide such legal descriptions and exhibits necessary to effectuate the land division provided for in Section 12.

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: (a) the Baseline Environmental Assessment ("BEA") conducted by Fishbeck, Thompson, Carr & Huber, Inc. on October 8, 2006 ("Seller's BEA"), (b) reports or documents issued by the EPA or prepared by GHD on behalf of Weyerhaeuser including the Record of Decision issued by the EPA dated September 2015 ("ROD") and the Explanation of Significant Differences issued by EPA dated June 2023 (ESC") (both as further described

in Section 11 below), and the Remedial Action Report dated July 8, 2022 (“Remedial Action Report”), Technical Memorandum dated September 12, 2025 (“Technical Memorandum”) and a draft Soil Management Plan dated January 1, 2026 (“draft Soil Management Plan”), and the Proposed DRC (as defined below) all prepared by GHD (all of the foregoing documents in subsection 4.1(a) and subsection 4.1(b) referred to collectively as “Seller’s Environmental Deliverables”), (c) the Declaration of Environmental Protection Easement and Declaration of Restrictive Covenant dated March 16, 2005 recorded at Liber 2811, Page 594, (d) the current draft form of the new Declaration of Restrictive Covenant and Environmental Protection Easement (“Proposed DRC”) (more specifically described in Section 11) and (e) 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 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. Purchaser acknowledges that the aforementioned records and documents described in this Section 10(b) are provided for informational purposes only, and Seller makes no representations or warranties with respect to the accuracy or completeness of such records.

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.

f. During the Inspection Period, Purchaser shall, at its expense, conduct environmental due diligence with respect to the Property, including without limitation, a phase I environmental site assessment and a BEA, including associated subsurface sampling as reasonable and necessary in one or more phases. Such sampling may include the procurement and analysis of samples of soil, groundwater, indoor air, or any other environmental medium, and any building component or other material located at the Property; provided, however, that prior to commencing sampling, Purchaser shall submit to Seller a draft of Purchaser’s intended work plan for approval by Seller, which approval shall not be unreasonably withheld. Purchaser’s environmental due diligence, including the generation of any reports or follow-up procedures, shall be completed within the Inspection Period. Seller shall provide reasonable access to the Property and information about the Property to Purchaser and otherwise reasonably cooperate with Purchaser in the environmental assessment at no expense to Seller. Purchaser shall have the right to interview a representative of Seller as part of an owner interview for Purchaser’s phase I environmental site assessment. Purchaser shall prepare and submit to the Michigan Department of Environment, Great Lakes and Energy (“EGLE”) a BEA pursuant to Section 26 of Part 201, MCL 324.20126. Purchaser shall also, at its expense, prepare a plan to meet due care obligations at the Property imposed under Section 7a of Part 201, MCL 324.20107a and shall comply with due care obligations pursuant to such provision and comply with continuing obligations and reasonable steps under the federal Comprehensive Environmental Compensation Liability Act, 42 USC 9601 et seq (“CERCLA”). Purchaser shall deliver to Seller copies of all reports generated as part of Purchaser’s environmental due diligence promptly upon completion and at least 10 business days prior to submission of any reports to EGLE or any other regulatory authority. Notwithstanding the foregoing, Purchaser may not submit its BEA to EGLE until after Closing. If Purchaser shall fail to complete any environmental investigations or terminate this Agreement within the Inspection Period, Purchaser shall be considered satisfied with the condition of the Property and/or to have waived any objection to the environmental condition of the Property.

g. Purchaser acknowledges that Purchaser has had, and will have pursuant to this Section 10, the opportunity to investigate all matters of interest pertinent to the Property, including, without limitation, its environmental condition and history. Except as caused by or related to an intentional act or material omission of Seller or except for Weyerhaeuser's responsibilities with respect to the Site (as defined below), Purchaser shall, as between Purchaser and Seller, bear all responsibility and liability that is or may be asserted, claimed or determined in respect of the Property after the Closing from any cause, regardless of whether the responsibility and liability arose or might have arisen, or was or might have been caused by acts or omissions occurring, before Closing. Except as caused by or related to an intentional act or material omission of Seller, Purchaser hereby releases Seller from all responsibility, claims, obligations, and liability arising from or associated with: (i) the presence or release of any material, substance, chemical, compound, or waste regulated under any federal or state law, rule, regulation or ordinance pertaining to the protection of human health and safety, pollution, natural resources, or the environment including, without limitation, petroleum and its derivatives, polychlorinated biphenyls ("PCBs"), radon gas, urea formaldehyde foam insulation, per- and polyfluoroalkyl substances ("PFAS") and asbestos relating to the Property; and (ii) any environmental matters associated with or arising from the condition or use of the Property prior to, on or after the Closing. This release and all other terms in this Section 10(g) shall survive the Closing indefinitely.

h. Purchaser shall maintain and cause its consultants, contractors, and other third parties conducting any due diligence investigations to maintain the following insurance coverages covering the activities to be conducted on the Property: (i) Worker's compensation and employer's liability insurance meeting minimum statutory requirements; (ii) Commercial general liability including coverage for contractual liability, personal injury, and property damages, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (iii) Automobile liability insurance with limits of not less than \$1,000,000 each occurrence; (iv) Professional liability with a combined single limit of \$2,000,000; and (v) Seller shall be named as additional insureds on the policies described in subsections (b), (c), and (e) above. Prior to commencing any inspections of the Property, Purchaser shall deliver to Seller evidence of such insurance coverages reasonably satisfactory to Seller. The policies may not be materially changed or terminated without at least thirty (30) days prior written notice to Seller. Purchaser shall maintain and cause its consultants, agents, and other third parties to carry such insurance coverages for no less than three years after completion of its activities on the Property.

#### 11. **ENVIRONMENTAL DISCLOSURE.**

Seller discloses to the Purchaser that the Property is part of the Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site (MID006007306), specifically Operable Unit 7 ("OU7") ("Site"). The Site was placed on the National Priorities List ("NPL") on August 30, 1990, and is a "facility", as that term is defined in Section 101(9) of CERCLA and as defined in Part 201 (Site ID 03000212). Response activities at the Site, including at the Property, are the subject of a Consent Decree entered into by the United States and Weyerhaeuser, entered with the District

Court of Delaware on January 3, 2005 ("Consent Decree"). The ROD and the ESD pertains to soil at OU7 . While Weyerhaeuser continues to perform response activities, the response activities conducted thus far and approved by EPA rely on the use of engineering controls and anticipate the recording of institutional controls including restrictions and requirements associated with the development, use, occupancy, and ownership of the Property, as specified in the Proposed DRC, as described below.

In connection with Seller's acquisition of the Property and certain adjoining land, Seller obtained and submitted the Seller's BEA to EGLE, a copy of which Purchaser acknowledges having received prior to execution of this Agreement. The BEA describes the general nature and extent of contamination on the Property and certain adjoining land as of the date of the BEA. Response activities by Weyerhaeuser are ongoing, and the current general nature and extent of contamination on the Property include soil and groundwater contaminants exceeding generic residential cleanup criteria promulgated under Part 201 (Part 201 GRCC). Soil material containing volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and metals are present at and around the Property at levels exceeding Part 201 GRCC. PFAS have also been detected in groundwater at the Property, including detections above Part 201 GRCC. Further information describing the current nature and extent of this contamination is contained in Seller's Environmental Deliverables copies of which Purchaser acknowledges having received from Seller prior to execution of this Agreement. Additional reports relevant to the Site and the Property are on file with EGLE and EPA.

The Property is subject to an Environmental Protection Easement and Declaration of Restrictive Covenant dated March 16, 2006, and recorded in Liber 2811, Page 595 of the Allegan County Register of Deeds (the "Restrictive Covenant"). The Restrictive Covenant imposes certain land and resource use restrictions and provides access rights to third parties as described in the Restrictive Covenant. Additionally, the Restrictive Covenant requires the owner of the Property to provide certain notifications to third parties in connection with a transfer or conveyance of the Property, including a requirement to provide the following statement on the deed issued at the Closing: NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANT DATED MARCH 16, 2006, AND RECORDED WITH THE ALLEGAN COUNTY REGISTER OF DEEDS AT LIBER 2811, PAGE 594. Purchaser acknowledges having received a copy of the Restrictive Covenant prior to execution of this Agreement.

Weyerhaeuser continues to perform response activities, requiring access to the Property. Weyerhaeuser has also prepared the Proposed DRC that includes the Property. As described in the Proposed DRC, the response activities conducted on Property and adjoining land included use of certain engineering controls to prevent exposure to residual contamination, consisting of leaving in place certain building foundations, slabs, and/or concrete pads when buildings were demolished, as further described in the Proposed DRC. As a result, Seller discloses to Purchaser that certain below grade structures may exist on a portion of the Property. Seller expressly disclaims any representation or warranty regarding the presence or absence of any below grade structures on the Property in any location or at any depth. The Proposed DRC also describes additional restrictions

and requirements associated with the development, use, occupancy, and ownership of the Property based on the remaining contamination. Purchaser acknowledges having received a copy of the Proposed DRC from Seller prior to execution of this Agreement., Purchaser further consents to the recording of the Proposed DRC if fully approved by all relevant parties, whether such approval occurs prior to or after the Closing, which obligation shall survive the Closing indefinitely.

Seller further discloses that the building(s) on the Property contain, or may contain, regulated asbestos containing materials, lead based paint, and/or PCBs. Purchaser acknowledges that Purchaser has and will have the opportunity to, investigate these materials in the buildings pursuant to Section 10 above.

12. **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.

Notwithstanding anything in Section 11 or elsewhere in this Agreement to the contrary, Seller shall have the absolute right, in its sole and unfettered discretion, to finalize, modify, amend, supplement, execute, record, or otherwise implement the Proposed DRC (or any revised version thereof), and to take any and all actions Seller determines to be necessary, desirable, appropriate, or convenient in connection therewith or in order to comply with, satisfy, respond to, or address any applicable federal, state, or local law, statute, ordinance, rule, regulation, governmental requirement, order, directive, permit condition, or approval, or any existing covenant, restriction, easement, agreement, or other encumbrance affecting or relating to the Property, including, without limitation, the Restrictive Covenants, whether now existing or hereafter arising.

13. **PARCEL SPLIT**

The Property that is the subject of this Agreement is part of a larger parcel bearing Parcel Number 55-030-076-01 (“**Parent Parcel**”). Prior to Closing, Purchaser and Seller shall cooperate to 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 survey performed under Section 9 above.

14. **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller, to the best of its knowledge without duty to investigate, 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 ninety (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. 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.
- c. Seller is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

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.

15. **WARRANTIES AND REPRESENTATIONS OF PURCHASER**

Purchaser, to the best of its knowledge without duty to investigate, 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.

## 16. **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 the Covenant Deed.
- 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.

17. **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.
- i. On or before the Closing Date, Seller and/or the local relevant municipal authorities shall have approved Purchaser's site plan.
- j. On or before the Closing Date, all pending Restrictive Covenants and Soil Management shall have been executed and filed with applicable agencies.

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.

**18. Post-Closing Development Requirements; Right of First Refusal.**

- a. *Post Closing Development Requirements.* Provided Purchaser closes on the Property, the Purchaser shall construct or cause the construction of each element of the Purchaser's project in accordance with the plans attached hereto as Exhibit C. Purchaser shall commence construction within one-hundred and eighty (180) days of the Closing Date and complete construction within three-hundred and sixty (360) days of the Closing Date subject to extension by mutual agreement of the parties. For purposes of this Section, the phase "commence construction" shall mean the commencement of material earth moving at the Property. If Purchaser fails to construct the project in accordance with the plans attached hereto as Exhibit C or fails to commence or complete construction within the timelines outlined above, the Purchaser shall be in default and the Seller shall provide written notice to the Purchaser (the "Default Notice"). Purchaser shall have forty-five (45) following the receipt of the Default Notice to cure the default. If Purchaser fails to cure the Default, the Seller shall have the right to: 1) require the Purchaser to convey title to the Property back to Seller by covenant deed under a standard purchase agreement for the Purchase Price subtracting any amount expended by the Seller to clear title to the condition it was when the Seller conveyed the Property to Purchaser, or 2) enforce this Agreement through injunctive relief (and/or other legal or equitable remedy) and should the Seller prevail in whole or in part, then the Purchaser shall reimburse the Seller for the Seller's reasonable attorney fees and costs for any such lawsuit, litigation, arbitration or other legal proceedings, both before the litigation or proceeding is commenced, during the trial court or other proceeding and also pursuant to any appeals.
- b. *Right of First Refusal.* For a period of ten (10) years following the Closing Date, should Purchaser (i) seek or offer to sell, convey or transfer all or any portion of its interest in the Property to any other party (not including by means of a transfer of control of the entity owning such Property), other than a conveyance to a direct affiliate of Purchaser, or (ii) receive an offer to sell on terms acceptable to Purchaser, then in either (i) or (ii) Purchaser shall first offer to sell the Property to Seller. Notice of such proposed sale shall be given to Seller in writing and shall consist of an offer to sell the Property to Seller upon the same terms and conditions as proposed to the outside party. Seller may elect to purchase all, but not less than all, of the Property being offered for sale. Seller shall exercise its election to purchase by giving notice thereof to Purchaser within fourteen (14) days after receipt of such offer. The notice of exercise shall be in writing and shall specify a date for closing within thirty (30) days after the date of the notice, and the purchase shall be closed upon the same terms and conditions as contained in the offer, except as may be otherwise agreed upon in writing by the parties. At the closing, Purchaser shall furnish to Seller a policy of title insurance issued by a title insurance company acceptable to Seller in an amount equal to the purchase price of the Property (or part thereof), showing title to the Property to be free and

clear of all encumbrances, but subject to restrictions, covenants, easements and rights-of-way of record. The conveyance by Purchaser to Seller shall be in the form of a good and sufficient warranty deed conveying the Property and real estate taxes on the Property, if any, shall be prorated to the date of closing using the calendar year method. In the event that Seller does not furnish notice of the exercise of its election to purchase as required herein, Purchaser shall be entitled to complete the sale as contemplated to the outside party. The provisions of this instrument shall, however, be applicable to any and all subsequent proposed sales or conveyances of the Property by Purchaser or its successors and assigns for ten (10) years following the Closing Date.

19. **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.

20. **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: \_\_\_\_\_

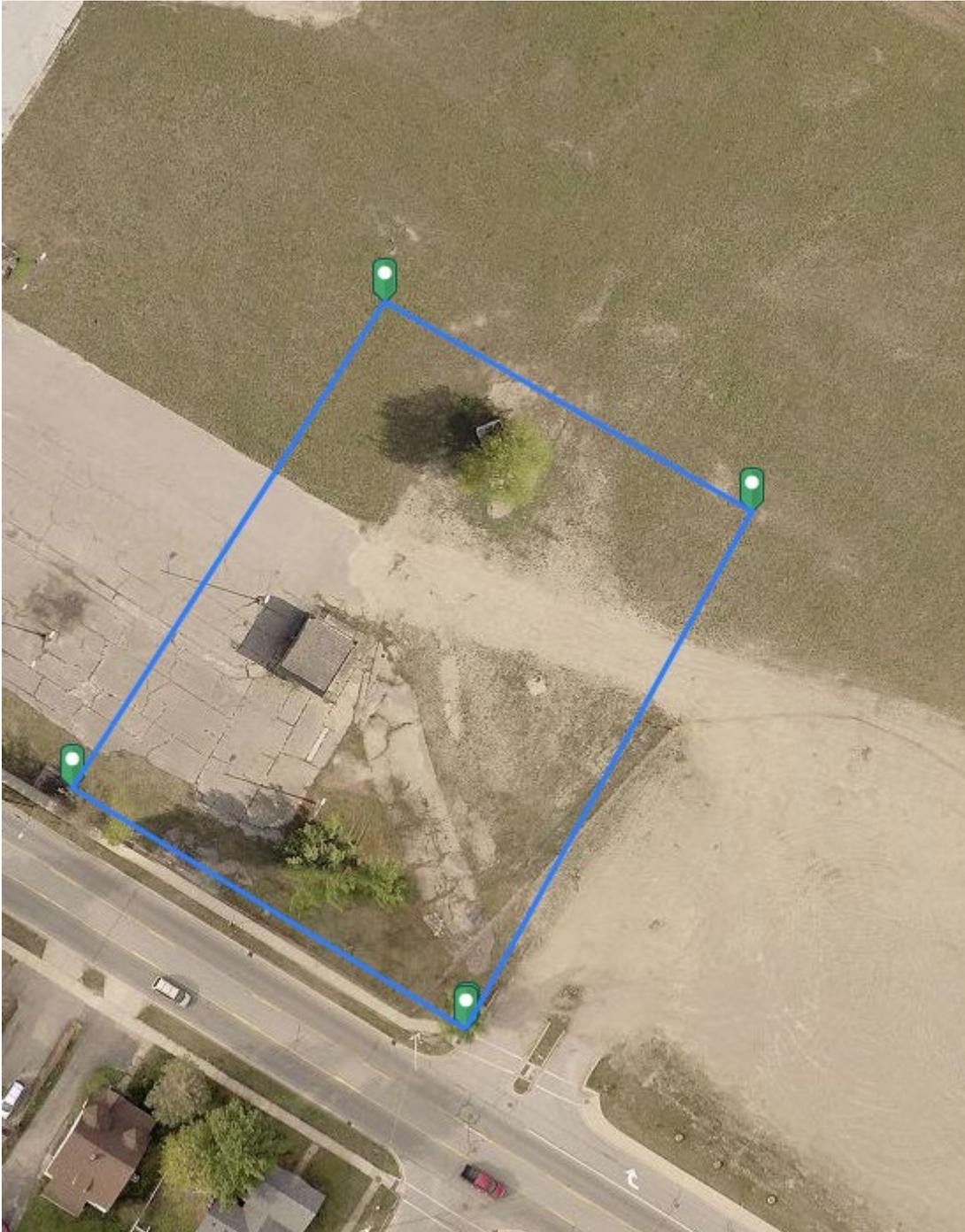
\_\_\_\_\_  
By: Justin Lakamper  
Its: City Manager

Date: \_\_\_\_\_

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

DRAFT

Exhibit A:  
The Property\*



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

**EXHIBIT B**  
**Covenant Deed**

**Covenant Deed**

\_\_\_\_\_, whose address is \_\_\_\_\_,  
\_\_\_\_\_ (Grantor) conveys, grants, bargains, remises, aliens, and confirms to

\_\_\_\_\_,  
whose address is \_\_\_\_\_ (Grantee)  
the premises commonly known as [address] in [township / village / city], [county], Michigan, described as

**[insert legal description and tax parcel identification number]**

(the "Property")

with all the tenements, hereditaments, and appurtenances to it, for \$1 subject to all easements, covenants, conditions, and building and use restrictions, the lien of taxes not yet due and payable, and zoning ordinances. Grantor covenants and agrees that Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the Property, or any part of the Property, to be charged or encumbered in title, estate, or otherwise except as aforesaid.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANT DATED MARCH 16, 2005, AND RECORDED WITH THE ALLEGAN COUNTY REGISTER OF DEEDS AT LIBER 2811, PAGE 594

[May potentially reference an updated Declaration if applicable]

The Property is conveyed pursuant to a certain Purchase and Sale Agreement between the Grantor and Grantee (the "Agreement") and on the express condition that Grantee fulfill all the terms and conditions applicable to Grantee set forth in the Agreement said terms running with the land and binding the Grantee and its successors and assigns. If Grantee fails to fulfill all the terms of the Agreement applicable to Grantee, Grantor will have the right to require reconveyance of the property back to the Grantor. Upon Grantee fulfilling all the terms and conditions applicable to Grantee set forth in the Agreement, the Grantor will record a release of interest upon request.

Additionally, the Property is subject to a right of first refusal in favor of Grantor for a period of five (5) years following the date of this instrument the terms of which are more specifically described in the Agreement.

Grantor grants to Grantee the right to make **no** divisions under section 108 of the land division act, 1967 PA 288, MCL 560.108.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

**“Grantor”**

- I.
- II.
- III.

Date: \_\_\_\_\_, 202\_

By:  
Its:

IV.	VII.	VIII. )
V. STATE OF		)
MICHIGAN		
[COUNTY]		
COUNTY		

Acknowledged [before me in [county] County, Michigan, on [date], by [name of person acknowledged].

**X. [Signature line]**  
**[Notary public’s name, as it appears on application for commission]**  
 Notary public, State of Michigan, County of [county].  
 My commission expires [date].  
**[If acting in county other than county of commission: Acting in the County of [county].]**

Drafted by and when recorded return to:  
**[Name and address of drafting attorney]**

Send subsequent tax bills to:  
**[name and address]**

DRAFT

# EXHIBIT C

The exterior finishes shall be as follows:

25070 Plainwell Napa

Exterior Finishes Option C

Storefront System in Clear Anodized Finish

Mcelroy Standing Seam Metal Roof & Awnings in Dark Charcoal

NAPA AUTO PARTS

James Hardie Smooth Lap Siding Primed/Unfinished - Painted in SW 9111 Salty Dog

SW 9111 Salty Dog - Front Entry Columns + Exterior Door Paint Color

SW 7069 Iron Ore - Columns & Backside of Blid

Mcelroy M-Cor Panel Siding in Charcoal

Coronado Pro Ledge Stone in Oakbrook

Plainwell Napa  
1/7/2025

3005 Vinnyard Parkway  
Kalamazoo, MI 49009  
boscharch.com

ARCHITECTURE  
ENGINEERING & INTERIOR DESIGN

bosch



Plainwell NAPA - Option C  
11/30/2018 1:22:29 PM

**bosch**  
ARCHITECTURE



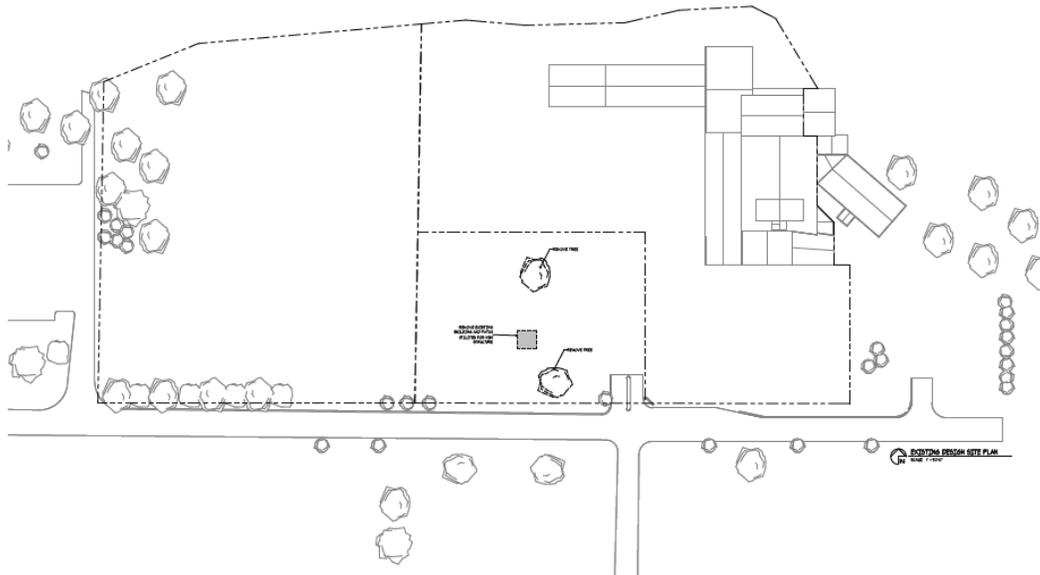
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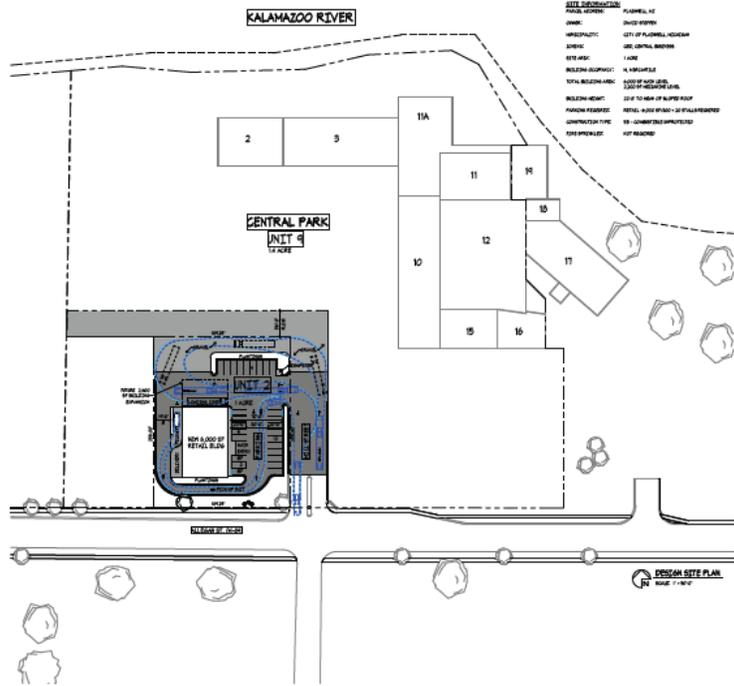


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Site layout and landscaping as follows:

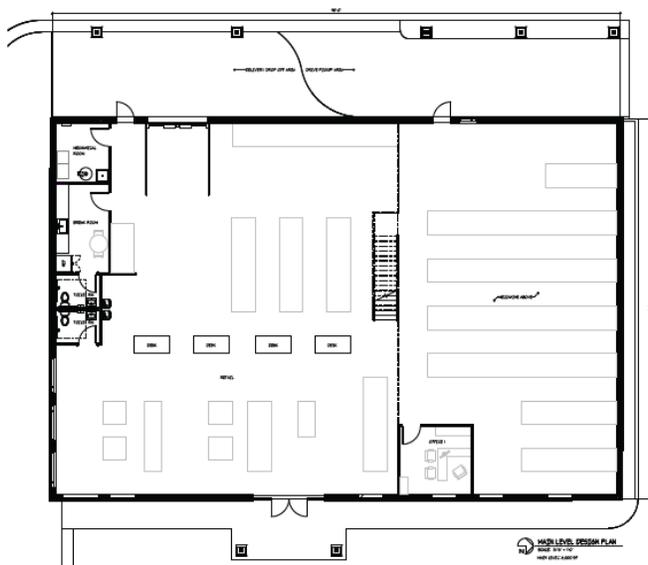


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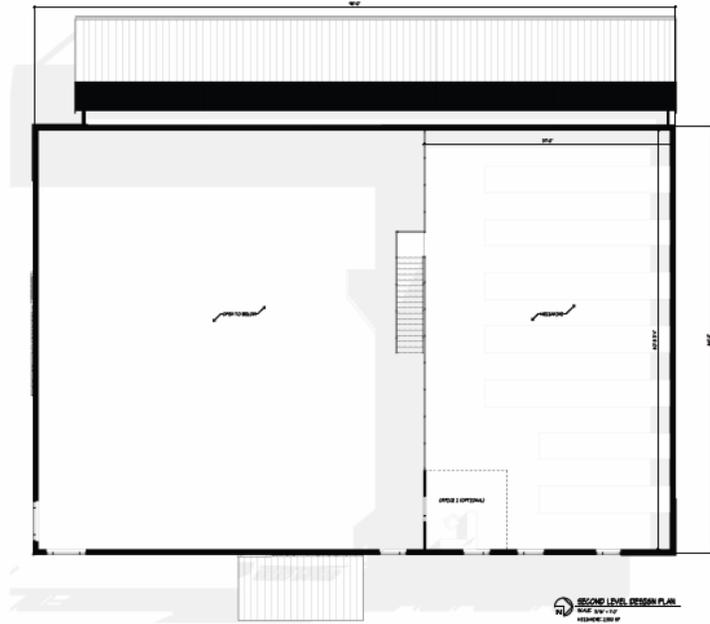


Project No. 25070-AS100  
11/08/2019 11:18 AM  
bosch ARCHITECTURE

Floor Plan as follows:



Project No. 25070-AS101  
11/08/2019 11:22 AM  
bosch ARCHITECTURE



DRAFT



## “The Island City”

## MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager  
FROM: Robert Nieuwenhuis  
DATE: 3/4/26  
SUBJECT: Flowers

---

**SUGGESTED MOTION:** I make a motion to allow Zeinstra’s Greenhouse to grow our City flowers for \$10,708 for the 2026 season.

**BACKGROUND INFORMATION:** The City of Plainwell has a history of having great flowers throughout. The City utilizes the Zeinstra Greenhouse to keep the high level of flowers for our residents to enjoy.

**ANALYSIS:** By using the same flower provider each year we are able to maintain a more consistent high level of beautiful flowers for all to enjoy.

**BUDGET IMPACT:** This is a budgeted item.



## "The Island City"

## MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager  
FROM: Robert Nieuwenhuis  
DATE: 3/4/26  
SUBJECT: Sewer Distribution

---

**SUGGESTED MOTION:** I make a motion to allow Plummer's Environmental to line one manhole on Naomi street for \$5600.

**BACKGROUND INFORMATION:** The City of Plainwell has an old sewer distribution system that needs reoccurring maintenance to stay operational. The manhole we need lined has root intrusion that could start to impede the flow of the sewer.

**ANALYSIS:** By having this manhole it will stop the roots from having access to the manhole.

**BUDGET IMPACT:** This is not a budgeted item.

<b>Contact Name:</b>	Robert Niewenhuis	<b>Quote #:</b>	Q-26C-05C-5D1F
<b>Customer Name:</b>	City of Plainwell DPW	<b>Date:</b>	11/17/2025
<b>Customer Address:</b>	126 Fairlane St. Plainwell, MI 49080	<b>Prepared By:</b>	Dave Van Dyken
<b>Office Phone:</b>	(269) 685-9363	<b>Office Phone:</b>	(616) 877-3930
<b>Mobile Phone:</b>	(269) 207-7320	<b>Mobile Phone:</b>	(616) 366-8548
<b>Customer Email:</b>	dpw@plainwell.org	<b>Email:</b>	davidv@plummersenv.com

**Statement of Work:**

We hereby submit a proposal to remove the roots and line a 4' diameter x 8' deep sanitary sewer manhole located on Naomi St.

We will provide the equipment and crew to prep the manhole for lining and install the AltLiner Cured in Place Manhole Lining System.

Our cured in place liners are manufactured by Alternative Lining Technologies and are made up of a PVC coated fleece felt with fused seams, multi layers of woven fiberglass, saturated and bonded together with a 100% solids resin. This liner is inserted into the manhole, inflated with air pressure and injected with steam until the two-part resin is cured and hardened. The final product is impervious to hydrogen sulfide gas and will enhance the structural strength of the existing deteriorated manhole structure.

All work performed inside of the manholes will be performed by a confined space certified entry team and will follow all OSHA regulations for a permit-required confined space entry per 1910.146 standards.

Services:				
Description	Est Qty	UOM	Price	Ext Amt
CIPM Lining 4' dia x 8' deep - Naomi St	1.00	EA	\$5,600.000	\$5,600.00
			<b>Sub-Total:</b>	<b>\$5,600.00</b>

Summary of Estimated Charges	
Category	Est Total
Services	\$5,600.00
<b>Total Estimated Charges</b>	<b>\$5,600.00</b>

**STANDARD TERMS AND CONDITIONS**

In this agreement "you", "your" and the "Customer" refer to the person signing this Contract ("Contract") with Plummer's Environmental Services Inc. ("Company").

1. You agree to purchase the material and services described in this Contract from the Company at the price and according to the terms stated in this Contract.
2. A service charge of 1 1/2% per month (18% per year) will be paid on past due amounts starting thirty (30) days after the invoice date. If Customer desires to pay invoice by credit card, an additional 3% credit card processing fee will be added to Customer's invoice.
3. All material is guaranteed to be as specified. All work to be completed in a good, workmanlike manner according to standard practices and using the standard of care commonly used by environmental professionals and by-product transporters practicing in the State of Michigan. Company's workers are fully covered by Worker's Compensation insurance. In the event of cancellation of a job in progress by Customer, Customer will reimburse Company for all labor and/or material costs. Company shall have the right to stop work if payments are not made when due. Company shall be held harmless from all liabilities related to the hold up during such period.
4. All terms and conditions in this Contract supersede any other terms and conditions, prior proposals or prior bids. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations or warranties other than those expressly incorporated herein nor is this Contract dependent upon or subject to any conditions or approvals precedent or subsequent not herein stated. No subsequent agreement relating hereto shall be binding upon Customer or Company unless in writing and signed by the party being bound.
5. If Customer requests changes, alteration or deviation from specifications involving extra cost, such work will only be performed upon written change orders, and will become an extra charge over and above the Contract price. Company may, by giving written notice to Customer, terminate this Contract if Customer breaches this Contract and such breach is not cured within a reasonable period (in any event such period not to exceed thirty days) or such breach is not capable of being cured within a reasonable period.
6. The actual completion time is contingent upon access to Customer's facility, labor strikes, material shortages, accidents, weather, acts of God, changes caused by a body of government, and the like. Change orders will affect the time necessary for completion. Company shall not be liable for any damages suffered by Customer as a result of any delay occasioned by these contingencies.
7. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, OF THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT BY COMPANY. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. COMPANY SHALL HAVE NO OTHER LIABILITY TO CUSTOMER IN CONNECTION WITH THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSONS AND PROPERTY.
8. Customer shall maintain at its sole cost and expense insurance policies meeting the minimum insurance levels set forth below and shall provide certificates of such insurance evidencing the limits and expiration dates upon request;
  - a. Worker's Compensations - in accordance with applicable statutory requirements;
  - b. Commercial General Liability - not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate,
  - c. Automobile Liability - not less than \$1,000,000 per occurrence;

All policies of insurance shall name Plummer's Environmental Services, Inc. as an additional insured and will provide Plummer's thirty (30) days prior written notice of cancellation.

9. All issues concerning the construction, validity, enforcement and interpretation of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue is hereby exclusively established in the County of Kent, State of Michigan for any dispute or claim arising out of this Contract. Company, if it prevails in any action shall be entitled to all reasonable attorneys' fees, costs and other expenses incurred in such action and in any subsequent efforts to collect the amount awarded.

10. Any portion of this Contract found to be not enforceable by a court of competent jurisdiction will not invalidate the remaining portions of this Contract. Any term of this Contract which is found to be ambiguous shall not be construed against the Company. Nothing herein shall exclude any other rights or remedies to which Company is entitled by law or equity.

11. Customer agrees to indemnify and hold Company harmless, and assume any legal liability to defend Company, its agents, employees, officers and members from any claim or action by any third party arising out of the performance of work pursuant to this Contract except those claims or actions arising out of incidents caused by employees or agents of the Company.

12. All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Contract. This Contract is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

13. Cancellations made two business days or less before a scheduled service may be subject to a charge of up to 25% of the amount quoted for service.

14. This quote may be withdrawn if not accepted within 30 days.

15. Plummer's Environmental Services is not responsible for any sewer back up on private or commercial properties while cleaning sewer lines due to inadequate ventilation on the owners sewer.

---

**Name:** Robert Niewenhuis

**Signature:**

X \_\_\_\_\_

**Date:** 11/17/2025

## Investment Activity Report



“The Island City”

### City of Plainwell

Investment Portfolio Detail - Unaudited

at: 02/28/2026

#### Denise Wilcox, Finance Director/Treasurer

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

Insert Signature: **Denise Wilcox**

Digitally signed by Denise Wilcox  
Date: 2026.03.05 12:45:00 -05'00'

	Investment Type	CUSIP	Principal Balance	Monthly Interest Earned	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$2,404,925	\$6,919.40	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		3.79%	
3	365-Day CD	N/A	\$260,693	\$942.01	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2025	06/09/2026	4.27%	101
5	7 Month CD Renewal	N/A	\$97,494	\$970.72	First Nat'l Bank of America	Angie Hicks - 616.538.6041	11/16/2025	06/16/2026	3.99%	108
6	7 Month CD Purchase	N/A	\$301,082	\$0.00	Lake Michigan CU	Katey Morse - 616-900-1494	02/14/2026	09/14/2026	4.30%	198
7										

Total Investments: \$3,064,194.25      \$8,832.13 = Monthly investment interest

Average Yield: 4.02%

#### Cash Activity for the Month

Cash, beginning of month: \$4,503,972.30

\$8,160.59 = Monthly bank account interest

Cash, end of month: \$3,877,280.00

Cash and Investments, end of month: \$6,941,474.25      \$16,992.72 = Total monthly interest earned

#### Justin Lakamper, City Manager

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

Insert Signature: **Justin Lakamper**

Digitally signed by Justin Lakamper  
Date: 2026.03.06 14:27:46 -05'00'

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

**ESTIMATED CASH BALANCE/FUND BALANCE REPORT**

MONTH ENDED: **2/28/2026**

% OF FISCAL YEAR: **66.58%**

**\* - Amounts taken from audited financial statements as of June 30, 2025**  
**\*\* - OPEB listing on this worksheet is included in the General Fund for financial statement purposes**  
**\*\*\* - These amounts are taken directly from the End of Month Financial Statement provided to Council**

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (COLUMN B + COLUMN E - COLUMN F)		TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS					
General	1,182,116	1,464,763.86	2,164,318	1,808,149	1,538,285	101	1,575,826	3,092,881	58.46%
Major Streets	465,931	470,554.11	210,191	231,549	444,573	202	470,554	407,121	56.87%
Local Streets	239,445	199,031.15	74,946	129,037	185,354	203	199,031	186,056	69.35%
Solid Waste	84,905	172,825.55	234,647	144,805	174,746	230	172,826	227,027	63.78%
Brownfield BRA	40,631	597,849	690,828	94,749	1,193,928	243	597,849	145,904	64.94%
Tax Increment TIFA	202,979	370,457	106,386	19,188	457,655	247	370,457	54,533	35.19%
Downtown DDA	154,012	281,765	112,233	26,980	367,018	248	281,765	128,724	20.96%
Revolving Loan	57,600	60,510	3,250	400	63,360	297	60,510	10,000	4.00%
Capital Improvement	102,580	168,505	112,709	46,784	234,430	401	168,505	92,125	50.78%
Fire Reserve	77,958	118,755	111,830	71,034	159,551	402	118,755	77,294	91.90%
Airport	31,838	31,149	52,595	48,168	35,575	581	31,149	92,298	52.19%
Sewer	2,016,160	1,250,375	1,196,199	1,180,334	1,266,241	590	1,250,375	2,024,030	58.32%
Water	1,948,490	1,292,386	806,007	502,600	1,595,792	591	1,292,386	821,195	61.20%
Motor Pool / Equipment	48,792	240,426	234,062	156,598	317,890	661	240,426	230,495	67.94%
OPEB**	136,231	111,062	35,423	28,942	117,543	662	111,062	58,781	49.24%
	6,789,668	6,830,412	6,145,622	4,489,317	8,151,940		6,941,474	7,648,464	58.70%

Justin Lakamper, City Manager	Denise Wilcox, Finance Director/Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature: <b>Justin Lakamper</b>  Digitally signed by Justin Lakamper Date: 2026.03.06 14:27:28 -05'00'	Insert Signature: <b>Denise Wilcox</b>  Digitally signed by Denise Wilcox Date: 2026.03.05 12:43:56 -05'00'

03/05/2026

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
INVOICE ENTRY DATES 02/20/2026 - 03/05/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	759846	DPW - TRAN FLUID TRUCK 12 AS	3.53
	759851	DPW - AIR COUPLER SHOP RL	13.99
	760036	DPW - BATTERY TRUCK 15/CORE DEPOSIT AS	284.54
	760142	DPW - PLOW HOUSING TRUCK 19A AS	221.52
	760271	DPW - FLASER TRUCK 7 AS	21.79
	760335	DPW - OIL/FILTER TRUCK 20 AS	37.25
	760346	DPW - ANTIFREEZE(2) SHOP AS	26.78
	760370	DPW - PLUGS/OIL FILTER GATOR #22 AS	21.65
	760459	DPS - SYN OIL TAHOE KC	21.19
	760605	DPW - SPARK PLUGS(2) #53 RL	13.38
	760610	DPW - OIL FILTER/BRAKE LINE #7 DR	31.92
	760611	DPW - B FLUID DOT #7 DR	7.59
	760634	DPW - BRAKE FITTING ADAPTER #7 DR	7.99
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			713.12
000009	CONSUMERS ENERGY		
	202255347717	WR PLANT ELECTRIC FEBRUARY 2026	7,150.49
	2026.02	CITY WIDE ELECTRIC SERVICE FEBRUARY 2026	8,233.32
	206615443783	FEBRUARY 2026 ELECTRIC SERVICE 355 12TH	477.01
	206704349306	FEBRUARY 2026 ELECTRIC SERVICE 429 JERSEY	123.64
TOTAL FOR: CONSUMERS ENERGY			15,984.46
000010	RIDDERMAN & SONS OIL CO INC		
	200029	DPW - 400GL 5-87 REG 10% ETHANOL CP	888.20
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			888.20
000013	RATHCO SAFETY SUPPLY INC		
	187071	DPW - STOP SIGNS(5) RN	265.65
TOTAL FOR: RATHCO SAFETY SUPPLY INC			265.65
000034	VERIZON		
	6136806078	CITY WIDE CELL/HOT SPOT SERVICE 1/24 - 2/23/2026	141.44
TOTAL FOR: VERIZON			141.44
000079	ALLEGAN COUNTY NEWS		
	19925	ADMIN - FEBRUARY 2026 LEGALS B.O.R. GL	410.00
TOTAL FOR: ALLEGAN COUNTY NEWS			410.00

000087	BILL G BOMAR		
	2026.03	RETIREE HEALTH PREMIUM REIMBURSEMENT MARCH 20	405.80
TOTAL FOR: BILL G BOMAR			<u>405.80</u>
-----			
000104	HARDINGS MARKET 380		
	02/04/2026	Bleach for thawing eqp	5.49
TOTAL FOR: HARDINGS MARKET 380			<u>5.49</u>
-----			
000117	ESRI, INC.		
	900201965	GIS SUBSCRIPTION	1,176.00
TOTAL FOR: ESRI, INC.			<u>1,176.00</u>
-----			
000131	KEVIN CHRISTENSEN		
	2026.03	RETIREE HEALTH PREMIUM REIMBURSEMENT MARCH 20	245.90
TOTAL FOR: KEVIN CHRISTENSEN			<u>245.90</u>
-----			
000153	FLEIS & VANDENBRINK INC		
	75535	PROFESSIONAL SERVICES JANUARY 2026 MIO GRANT APF	811.00
TOTAL FOR: FLEIS & VANDENBRINK INC			<u>811.00</u>
-----			
000155	BRAVE INDUSTRIAL FASTENER		
	1788785	DPW - SHOP SUPPLIES RL'	245.00
	84738	DPW - TORCH TANK CP	181.02
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			<u>426.02</u>
-----			
000157	DAVID RANTZ		
	2026.03	RETIREE HEALTH PREMIUM REIMBURSEMENT MARCH 20	491.80
TOTAL FOR: DAVID RANTZ			<u>491.80</u>
-----			
000233	PEERLESS-MIDWEST INC		
	90125	DPW - WELL 7 PUMP OVERHAUL RN	23,527.00
TOTAL FOR: PEERLESS-MIDWEST INC			<u>23,527.00</u>
-----			
000470	AARON CHAPMAN		
	2026.03	RETIREE HEALTH PREMIUM REIMBURSEMENT MARCH 20	415.02
TOTAL FOR: AARON CHAPMAN			<u>415.02</u>
-----			
000624	AIS CONSTRUCTION-JOHNDEERE POWERPLN		
	W47091	DPW - LOADER 60A REPAIR AB	3,325.13
TOTAL FOR: AIS CONSTRUCTION-JOHNDEERE POWERPLN			<u>3,325.13</u>
-----			
000734	SAFETY-KLEEN SYSTEMS		
	99047421	DPW - PARTS WASHER SOLVENT RN	542.88
TOTAL FOR: SAFETY-KLEEN SYSTEMS			<u>542.88</u>
-----			
000760	ALLEGAN COUNTY SHERIFFS DEPT		
	2026.01	DPW - JANUARY 2026 SHERIFFS CREW ASSIST CP	288.00
			<u>288.00</u>

TOTAL FOR: ALLEGAN COUNTY SHERIFFS DEPT			288.00
000951	MICHIGAN RURAL WATER ASSOC		
	02/01/2026	Training JF	400.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC			400.00
000964	RAPA ELECTRIC INC		
	S15493	WR - FUJI FRENIC MEGA DRIVE 25 HP LK	1,656.61
TOTAL FOR: RAPA ELECTRIC INC			1,656.61
001183	JAMES PELL		
	2026.02.22	DPS - SHOE REIMBURSEMENT KC	90.10
TOTAL FOR: JAMES PELL			90.10
001369	UNITED STATES POSTAL SERVICE		
	02/11/2026	Postage	11.70
TOTAL FOR: UNITED STATES POSTAL SERVICE			11.70
001448	PROFESSIONAL CODE INSPECTIONS		
	FEBRUARY	FEBRUARY 2026 PERMITS	1,129.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			1,129.00
001645	ALEXANDER CHEMICAL CORPORATION		
	104834	WR - CHLORINE(3)/SULFUR DIOXIDE(4) LK	1,419.85
	105340	WR - CYLINDER RENTAL LK	40.00
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			1,459.85
001748	REPUBLIC SERVICES		
	0249-008805452	DPW - TWO CONTAINERS MARCH 2026	380.00
	0249-008805734	WR - TWO CONTAINERS MARCH 2026	298.12
TOTAL FOR: REPUBLIC SERVICES			678.12
001854	MODEL FIRST AID		
	00000138499	DPS - SAFETY SUPPLIES KC	46.12
TOTAL FOR: MODEL FIRST AID			46.12
002219	CLARK TECHNICAL SERVICES		
	102	FEBRUARY 2026 CITY WIDE IT SERVICES JL	2,131.25
TOTAL FOR: CLARK TECHNICAL SERVICES			2,131.25
002281	HOME DEPOT		
	02/04/2026	Extrication supplies	104.87
TOTAL FOR: HOME DEPOT			104.87
002371	RENEWED EARTH INC		
	34973	DPW - MARCH 2026 COMPOST SITE MGMT	1,375.00
TOTAL FOR: RENEWED EARTH INC			1,375.00

002402	STEENSMA LAWN & POWER EQUIPMENT		
	1296894	DPW - DIAGNOSTIC LABOR CP	63.00
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			63.00
-----			
002524	WOODWORK SPECIALTIES COMPANY		
	2602-944532	DPW - DBL TRACK HANGER AIRPORT DR	52.00
TOTAL FOR: WOODWORK SPECIALTIES COMPANY			52.00
-----			
002527	COPS HEALTH TRUST		
	2026.03	MARCH 2026 DENTAL/VISION PREMIUMS AK	1,502.71
TOTAL FOR: COPS HEALTH TRUST			1,502.71
-----			
002703	CONTINENTAL LINEN SERVICES INC		
	4422210	DPW RUGS	46.50
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			46.50
-----			
002713	SYSTEMS SPECIALTIES CO		
	66583	WR - DEZURIK 6' PLUG HARDWARE KIT LK	174.26
TOTAL FOR: SYSTEMS SPECIALTIES CO			174.26
-----			
002719	STATE OF MICHIGAN - D.N.R.E./DEQ		
	02/12/2026	Training Exam JF	70.00
TOTAL FOR: STATE OF MICHIGAN - D.N.R.E./DEQ			70.00
-----			
002723	OMEGA RAIL MANAGEMENT		
	26-133072	PIPELINE LEASE 3/25/2026 - 3/24/2027 AK	1,017.18
TOTAL FOR: OMEGA RAIL MANAGEMENT			1,017.18
-----			
003081	GRIFFIN PEST SOLUTIONS INC		
	2730322	WR - JAN 2026 PEST CONTROL LK	111.00
TOTAL FOR: GRIFFIN PEST SOLUTIONS INC			111.00
-----			
004168	SBF ENTERPRISES		
	0140882	UB PRINT/MAIL MARCH 2026	160.76
	2026.02.25	UB POSTAGE MARCH 2026/FEB BILLING	442.95
TOTAL FOR: SBF ENTERPRISES			603.71
-----			
004206	MADISON NATIONAL LIFE INSURANCE CO		
	1755385	MARCH 2026 LIFE INSURANCE PREMIUMS AK	419.37
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			419.37
-----			
004221	R.W. LAPINE INC		
	76610	WR - CSD-1 SLUDGE BOILER LK	377.50
TOTAL FOR: R.W. LAPINE INC			377.50
-----			
004241	GHD SERVICES INC		

	340-0176742	JANUARY 2026 UTILITIES/Common Area Maint AK	2,939.83
TOTAL FOR: GHD SERVICES INC			2,939.83
-----			
004246	AUTOMATIC EQUIPMENT SALES & SERVICE		
	86854	ADMIN - EMERGENCY REPAIR MAIN DOOR AK	1,563.94
TOTAL FOR: AUTOMATIC EQUIPMENT SALES & SERVICE			1,563.94
-----			
004794	UNITED HEALTHCARE INSURANCE COMPANY		
	2026.03 TOWN	RETIREE HEALTH INSURANCE MARCH 2026 - TOWN	332.75
	2026.03 WHIT	RETIREE HEALTH INSURANCE MARCH 2026 - WHITNEY	332.75
TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			665.50
-----			
004796	SILVERSCRIPT INSURANCE COMPANY		
	2026.03 TOWN	RETIREE PRESCRIPTION COVERAGE MARCH 2026 TOWN	78.30
	2026.03 WHIT	RETIREE PRESCRIPTION COVERAGE MARCH 2026 - WHITNEY	78.30
TOTAL FOR: SILVERSCRIPT INSURANCE COMPANY			156.60
-----			
004803	ARROW ENERGY INC		
	153558	AIRPORT - 100LL AVGAS VW	6,258.08
TOTAL FOR: ARROW ENERGY INC			6,258.08
-----			
004814	WILLIAMS & WORKS		
	102157	JANUARY 2026 PLANNING/ZONING ASSIST GL	353.00
TOTAL FOR: WILLIAMS & WORKS			353.00
-----			
004855	PLAINWELL ACE HARDWARE		
	22064	DPW - PROPANE FOR POTHOLE REPAIR DR	1.90
	22071	DPW - PAINT ROLLER JF	5.99
	22079	DPW - TOILET SEAT/BOLT SET/GASKET/TANK BOLT KENY	59.73
	22090	DPW - SWVL LIGHT CONTROL-DPW BARN/TWIST LOCK LI	31.98
	22099	DPW - BELLHANGER BIT WATER AB	17.99
	22102	WR - KILZ PRIMER LK	17.99
	22105	DPW - STAIN/SHELLAC CITY HALL AB	39.98
	22117	WR - ROLLER LK	9.59
	22119	DPS - BATTERY/CHARGER/SAWZALL JW/KC	279.00
	22121	DPW - SHELLAC/BRUSH CITY HALL JF	39.98
	22124	DPW - WOOD PUTTY CITY HALL AB	6.99
	22126	DPW - MISC FASTENERS AIRPORT DR	2.09
	22127	DPW - OUTLET/WIRE/PLATE/ CITY HALL JF	210.04
	22130	DPW - STAPLES CITY HALL AB	2.39
	22131	DPW - MISC FASTENERS(3) AIRPORT DR	5.25
	22132	DPW - FAUCET/SUPPLY LINE KENYON RESTROOM AS	62.36
	22133	DPW - CONNECTORS CITY HALL AB	6.99
	22137	DPW - PUTTY/SUPPLY LINE/MISC KENYON RESTROOM A	19.57
	22139	WR - PAINT LK	17.99
	22140	DPW - BIT/SPLY RETURN CITY HALL AS	19.01
	22141	DPW - TRAP/TUBE/SPLY KENYON RESTROOM AS	52.16

	22144	DPW - BAR & CHAIN OIL DR	21.99
	22146	DPS - SAW BLADE JW/KC	38.99
	22175	DPW - BLK TRASH BAGS PARKS/SHOP AS	32.99
TOTAL FOR: PLAINWELL ACE HARDWARE			1,002.94
-----			
005012	UNITED BANK		
	2026.02.20	ACH FEES PAYROLL PRENOTE	7.00
	2026.02.25 1:01	ACH FEES TAX DIST/BOND PYMT	7.00
	2026.02.25 12:23P	ACH FEES PAYROLL	7.00
	2026.02.25 12:23UD	ACH FEES UNION DUES	7.00
	2026.02.26	ACH PRENOTE FEE - PAYROLL AK	7.00
	2026.02.27	ACH FEES 1ST ACH	7.00
	2026.03.04 11:12	ACH FEES UB ACH PRENOTE	7.00
	2026.03.05	ACH FEES TAX DIST	7.00
TOTAL FOR: UNITED BANK			56.00
-----			
005023	VAIRKKO TECHNOLOGIES, LLC		
	32498	FEBRUARY 2026 TRAINING COURSE CONTENT	67.80
	32499	FEBRUARY 2026 EMPLOYEE TRAINING CONTENT	97.80
TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC			165.60
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005040	US INTERNET		
	5726406	SECURANCE EMAIL FILTERING 3/14 - 4/13/2026	70.00
TOTAL FOR: US INTERNET			70.00
-----			
005041	EVOQUA WATER TECHNOLOGIES		
	907455017	WR - ODOR CONTROL FEBRUARY 2026	200.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			200.00
-----			
005064	R & R ASSESSING INC		
	2026.03	MARCH 2026 CITY ASSESSING SERVICES	1,750.00
TOTAL FOR: R & R ASSESSING INC			1,750.00
-----			
005125	8X8 INC		
	5501096	CITY WIDE PHONES FEBRUARY 2026	630.37
TOTAL FOR: 8X8 INC			630.37
-----			
005134	W SOULE & COMPANY		
	443561	WR - CAST IRON REPAIR LK	519.90
TOTAL FOR: W SOULE & COMPANY			519.90
-----			
005144	POWERDMS, INC.		
	INV-153694	DPS - ANNUAL ACCREDITATION SOFTWARE KC	550.00
TOTAL FOR: POWERDMS, INC.			550.00
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005171	FLYERS ENERGY LLC		
	CFS-4527957	DPS FUEL FOR POLICE/FIRE VEHICLES 2/15/2026	696.58

	CFS-4539733	DPS - FUEL FOR POLICE/FIRE VEHICLES 2/28/2026	671.34
TOTAL FOR: FLYERS ENERGY LLC			1,367.92
005175	KENT COMMUNICATIONS INC		
	CM 355882	2026 ASSESSMENT LETTER POSTAGE REFUND	(28.07)
TOTAL FOR: KENT COMMUNICATIONS INC			(28.07)
005185	SOIL EXPLORATION SERVICES, INC		
	20252527	AIRPORT - 1/4LY FUEL SYSTEM INSPECTION VW/RB	175.00
	20260181	AIRPORT - 1/4LY FUEL SYSTEM INSPECTION VW/RB	175.00
TOTAL FOR: SOIL EXPLORATION SERVICES, INC			350.00
005194	WAYLAND AREA EMS		
	3514	DPS - BLS CARDS(15) KC	105.00
TOTAL FOR: WAYLAND AREA EMS			105.00
005195	T-MOBILE USA INC		
	2026.01	CITY WIDE CELL PHONES/TABLETS 1/21 - 2/20/2026	367.20
TOTAL FOR: T-MOBILE USA INC			367.20
005211	LUKE KEYZER		
	2026.02.23	WR - SHOE REIMBURSEMENT LK/JL	199.95
TOTAL FOR: LUKE KEYZER			199.95
005225	BLUE CARE NETWORK OF MICHIGAN		
	260380147437	MARCH 2026 HEALTH INSURANCE PREMIUMS AK	16,255.93
TOTAL FOR: BLUE CARE NETWORK OF MICHIGAN			16,255.93
005233	DENISE WILCOX		
	2026.01.21	ADMIN - MILEAGE/HOTEL TRAINING REIMBURSEMENT D	257.32
TOTAL FOR: DENISE WILCOX			257.32
005236	AMAZON		
	02/04/2026	Cancelled order	143.00
	02/08/2026	Key cabinet/batteries	40.15
	02/16/2026	Return CP	(143.00)
	02/17/2026	Stand up desks PS/RB	487.33
	02/18/2026	Monitor arms PS/RB	64.00
TOTAL FOR: AMAZON			591.48
005237	GUARDIAN NETWORK SOLUTIONS		
	02/01/2026	CPU RB	864.39
	02/04/2026	Catalyst switch(2) server update	1,118.98
TOTAL FOR: GUARDIAN NETWORK SOLUTIONS			1,983.37
005240	ESTEBAN RIVERA		
	2026.01.14CAST	DPS - C.A.S.T. TRAINING KC	300.00

TOTAL FOR: ESTEBAN RIVERA			300.00
AAESAACH	ALLEGAN AREA EDUCATION SVC AGENCY		
	030226AAESA	DISTRIBUTE 2026 TAX COLLECTIONS W/E 03/02/2026	4,627.88
	2026.02.21	DISTRIBUTE 2026 TAX COLLECTIONS W/E 02/21/2026	55,851.44
TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY			60,479.32
ACACH	ALLEGAN COUNTY TREASURER		
	020626COUNTY2	DISTRIBUTE 2025 DRAIN ASSESSMENT (AT LARGE)	1,504.50
	030226COUNTY	DISTRIBUTE 2026 TAX COLLECTIONS W/E 03/02/2026	4,126.98
	2026.01	JANUARY 2026 MOBILE HOME TAX	125.00
	2026.02.21	DISTRIBUTE 2026 TAX COLLECTIONS W/E 02/21/2026	21,504.02
TOTAL FOR: ALLEGAN COUNTY TREASURER			27,260.50
CBEFT	HUNTINGTON NATIONAL BANK		
	2026.02	ADMIN - HUNTINGTON BANK SERVICE FEES FEBRUARY 20	45.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			45.00
MISC CC VENDORS	ebay		
	02/01/2026	Suction pump	0.00
	02/03/2026	Social district stickers	269.39
	02/03/2026	Jaws hydraulic hose	196.10
	02/04/2026	Training Lunch	20.00
	02/04/2026	Parking for training	24.00
	02/05/2026	Training Lunch	17.63
	02/05/2026	Parking for training	32.00
	02/05/2026	Training Lunch	19.53
	02/06/2026	Parking for training	16.00
	02/06/2026	Monthly Subscription	62.00
	02/09/2026	Stone for pothole repair	145.45
	02/10/2026	Parking for training	0.66
	02/10/2026	Training	550.00
	02/13/2026	Transcription software	165.36
	02/19/2026	Monthly Subscription	30.00
	02/19/2026	Liquid for pothole repair	422.15
	02/19/2026	Stone for pothole repair	115.93
	02/19/2026	Liquid for pothole repair	422.15
TOTAL FOR: MISC CC VENDORS			2,508.35
COPEFT	CITY OF PLAINWELL		
	2026.03	MARCH 2026 ITY UB FOR FEBRUARY USAGE RB	768.52
TOTAL FOR: CITY OF PLAINWELL			768.52
HNBACH	ARGENT INSTITUTIONAL TRUST CO		
	2026.02.27	DEBT SERVICE - 2024 LTGO BONDS WATER/SEWER OLD C	137,875.00
TOTAL FOR: ARGENT INSTITUTIONAL TRUST CO			137,875.00

PCSACH	PLAINWELL COMMUNITY SCHOOLS		
	030226PLAINWELL	DISTRIBUTE 2026 TAX COLLECTIONS W/E 03/02/2026	16,596.53
	2026.02.21	DISTRIBUTE 2026 TAX COLLECTIONS W/E 02/21/2026	261,306.44
TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS			<u>277,902.97</u>
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RDLACH	RANSOM DISTRICT LIBRARY		
	030226LIBRARY	DISTRIBUTE 2026 TAX COLLECTIONS W/E 03/02/2026	849.50
	2026.02.21	DISTRIBUTE 2026 TAX COLLECTIONS W/E 02/21/2026	6,576.95
TOTAL FOR: RANSOM DISTRICT LIBRARY			<u>7,426.45</u>
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SOMEFT	STATE OF MICHIGAN		
	20260228SALESTAX	FEBRUARY 2026 SALES TAX RETURN	76.63
TOTAL FOR: STATE OF MICHIGAN			<u>76.63</u>
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TOTAL - ALL VENDORS 616,557.36

**INVOICE AUTHORIZATION**

**Person Compiling Report**

**Denise Wilcox, Finance Director/Treasurer**

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

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

Insert Signature: **Roxanne Branch**  
Digitally signed by Roxanne Branch  
Date: 2026.03.05 13:27:15 -05'00'

Insert Signature:

**Luke Keyzer, Water Renewal Plant Supt.**

**Kevin Callahan, Public Safety Director**

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

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

Insert Signature: **Luke Keyzer**  
Digitally signed by Luke Keyzer  
Date: 2026.03.06 07:18:25 -05'00'

Insert Signature: **Kevin A Callahan**  
Digitally signed by Kevin A Callahan  
Date: 2026.03.05 15:50:23 -05'00'

**Bob Nieuwenhuis, Public Works Supt.**

**Justin Lakamper, City Manager**

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

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

Insert Signature:

Insert Signature: **Justin Lakamper**  
Digitally signed by Justin Lakamper  
Date: 2026.03.05 14:42:05 -05'00'

## Reports & Communications:

### A. City – Purchase Agreement with Plainwell Auto

Local Plainwell Auto store owner David Steffen would like to purchase approximately 1 acre of the mill property to build a new building for his business. At the January 26<sup>th</sup> council meeting, the Council voted to enter into negotiations with David to sell him one acre of land. The closing costs would be split between David and the City, and the City would pay for the survey work to create the new parcel. The purchase agreement stipulates that David has 90 days for his inspection period, which begins once the survey and title work has been completed, and that closing will take place after his site plan has been approved for the building. This ensures that he will only purchase the land if he can build his store on the property. The proposed location is in an area on the property that was cleaned up to “commercial standard” during the remediation. This means that this area can only be used for commercial development.

**Recommended action:** Consider approving the sale of approximately 1 acre of real property of the parent parcel 55-030-076-01 to David Steffen for a price of \$40,000 per acre, subject to surveys, 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.

### B. City – Annual Flower Purchase

The DPW purchases flowers for display throughout the warmer months, and has had success working with Zeinstra’s Greenhouse. They have provided the flowers for the last several years. They begin growing the plants early in the season, allowing Plainwell to have larger, more mature plants with better blooms.

**Recommended action:** Consider approving the annual flower purchase from Zeinstra’s Greenhouse in the amount of \$10,708.00.

### C. City – Sewer System Lining – Naomi Street

The City of Plainwell has an older sewer distribution system that needs reoccurring maintenance to stay operational. The manhole on Naomi Street has root intrusion that could start to impede the flow of the sewer. Lining this manhole will remove the existing roots and limit future root intrusion.

**Recommended action:** Consider authorizing Plummers Environmental Services to line one manhole on Naomi Street for a total cost of \$5,600.00.

## Reminder of Upcoming Meetings:

- March 10, 2026 – DDA/BRA/TIFA – 7:30am
- March 10, 2026 – Parks & Trees – 4:00pm
- March 18, 2026 – Planning Commission – 6:30pm
- **March 23, 2026 – City Council – 7:00pm**

Agenda Subject to Change

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

Plainwell is an equal opportunity provider and employer