



CITY COMMISSION MEETING AGENDA

City Hall, 125 South Maple Street, Fennville, MI 49408
Monday, August 3, 2020
7:00 p.m.

In light of the recent orders to limit social interactions due to COVID-19, the City Commission will allow for participation through a virtual meeting site or by telephone. To access the meeting visit:

Join Zoom Meeting

Meeting ID: 816 8476 5423

<https://us02web.zoom.us/j/81684765423>

One tap mobile

+13126266799,,81684765423# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

As always, citizens can also submit their comments in writing by 6:30 p.m. by:

Email to amorgan@fennville.com

Drop Box located on the parking lot side of City Hall

By mail to PO Box 666, Fennville, MI 49408

AGENDA

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comments

During this time, members of the public will be given an opportunity to speak on items not on the agenda. Please remember that comments are limited to 5 minutes and should be directed toward the Mayor. If you wish to speak to an item on the agenda, you will be given the chance to do so before the Commission discusses the item.

5. Approval of the following City Commission Minutes:

- a. Regular Meeting: [July 20, 2020](#) – Click link to access draft minutes online

6. Reports & Minutes

UNFINISHED BUSINESS

7. The City Commission will continue discussion on the recommendation from the FAFB to appoint a Fire Chief.

8. The City Commission will be asked to continue discussion on the proceeds from the sale of the old City Hall building.

NEW BUSINESS

9. The City Commission will be asked to consider approving FY2020 budget adjustments.

10. Reports of Standing Committees:

- a. Finance/Personnel: *Mayor, Machan, Suerth*
- b. City Services (Police, Ambulance & Fire): *Machan, Suerth, Jamros*
- c. City Properties: *Jamros, Bolles*
- d. Ordinances/Community Relations: *Hayden, Almquist*
- e. Planning: *Bolles, Suerth*
- f. Administrative/DDA: *Mayor, Almquist, Bolles*

11. Miscellaneous

12. City Administrator Report

13. Approval of Bills – Totalling \$3,012.27

A copy of the invoice report will be sent to the City Commission by email for review on meeting day and the agenda packet online will be updated to include the information.

14. Adjournment

Memo

DATE: July 31, 2020
TO: City Commission
FROM: Amanda Morgan
City Administrator
SUBJECT: Agenda Item 8: Old City Hall Sale Proceeds

The City Commission will be asked to continue discussion on the proceeds from the sale of the old City Hall building.

Background Information

Last month the City Commission briefly discussed the possibility of paying of the loan for the new City Hall building with the proceeds from the sale of the old City Hall building. There were a few questions that the Commission had regarding the loan and investment options.

A copy of the installment purchase agreement is attached. The loan has an interest rate of 3.79% for 15 years. There is no penalty for early pay off of the loan.

Shortly after the meeting the Mayor and City Administrator had an opportunity to speak with our Financial Advisor about paying off the loan or keeping it in a “rainy day fund”. Based on the current economic situation and the uncertainty of how the pandemic may affect property tax values in the next couple of years, the Financial Advisor said that they would hold on to the money in a rainy day fund for at least the next 2 years to see how the values are effected. If at that time things remain stable, he suggested we consider paying off the loan at that time.

Attachment(s)

- Installment purchase agreement

Recommended Action

No recommended action.

INSTALLMENT PURCHASE AGREEMENT

PART I

"OBLIGOR" means City of Fennville, Allegan County, Michigan

"SELLER" means TCF National Bank, Midland Michigan

"Property" means one (1) parcel of real property as described in Attachment B

"Purchase Price" means One Hundred Ten Thousand Dollars (\$110,000.00)

"Contract Amount" and "Principal" mean Ninety Thousand Dollars (\$90,000.00)

"Maturity Date", "Principal Installment", and "Interest Payment" shall have the meanings as described in Attachment A

"Dated Date" means August 30, 2019

"Interest Rate" means the interest rates pursuant to Part II of this Installment Purchase Agreement which shall be three and seventy-nine hundredths percent (3.79%)

The provisions of Part II of this Installment Purchase Agreement are hereby approved and incorporated herein.

PART II

THIS INSTALLMENT PURCHASE AGREEMENT (the "Installment Purchase Agreement") is dated as of the Dated Date by and between the OBLIGOR, a Michigan municipal corporation, the SELLER, and TCF National Bank, Midland, Michigan (the "BANK"), as assignee of SELLER or registered assigns. All capitalized terms not defined in Part II shall have the meaning set forth in Part I.

1. Purchase Price, Title and Useful Life. The OBLIGOR agrees to purchase and SELLER agrees to sell and provide the Property to the OBLIGOR for the Purchase Price. The Purchase Price includes all property, equipment, material, labor, tools, freights, service, cabling and installation. The BANK will pay the Contract Amount to the OBLIGOR in federal funds by wire transfer or other agreed upon method and the OBLIGOR will pay the full Purchase Price including the difference, if any, between the Contract Amount and the Purchase Price to the SELLER immediately upon the receipt of the Contract Amount and the delivery of the Property to and acceptance of the Property by the OBLIGOR. Upon delivery to and acceptance by the OBLIGOR, title to the Property shall vest in the OBLIGOR. The OBLIGOR shall not sell, assign title to, lease, or obtain further financing with respect to the Property while Principal remains outstanding under this Installment Purchase Agreement unless the OBLIGOR prepays an appropriate amount of the outstanding Principal of this Installment Purchase Agreement pursuant to Paragraph 2, below. The OBLIGOR agrees that the useful life of the Property is equal to or longer than the date of the final payment hereunder. The BANK may pledge this Installment Purchase Agreement as security for any obligation of the BANK.

2. Repayment Provisions. The OBLIGOR agrees to pay to the BANK the Principal in the Principal Installments on the Maturity Dates and interest payments on the unpaid Principal balance from the Dated Date at the Interest Rate on the Interest Payment Dates. The Interest Rate shall be the rate set forth in Part I. Interest shall accrue on the unpaid balance of the Principal from the date hereof at the Interest Rate computed on the basis of a 360-day year, 30-day month.

The Installment Purchase Agreement may be prepaid in whole or in part at any time without penalty or premium.

It is expressly agreed between the SELLER and the OBLIGOR, and the BANK by acceptance of the assignment of this Installment Purchase Agreement, that the OBLIGOR shall make all payments of principal or interest due hereunder directly to the BANK or to a depository as shall be designated in writing by the BANK. The OBLIGOR further agrees that it will deposit with the BANK, or if so directed shall deposit with said depository, all payments of principal or interest due hereunder in immediately available funds at least one business day before the date on which said principal or interest due hereunder is due or in such other manner or such other time as the BANK shall approve.

3. Incorporation by Reference. The SELLER agrees to all of the instructions, terms and conditions as outlined in the OBLIGOR'S invitation for bids and the acceptance of the SELLER'S bid by the OBLIGOR or any other agreement between the OBLIGOR and the SELLER to purchase the Property (the "Purchase Agreement"). In the event of a conflict in terms between this document and the Purchase Agreement the specific terms of this Installment Purchase Agreement shall govern.

4. Assignment by SELLER to BANK. The SELLER hereby irrevocably assigns this Installment Purchase Agreement immediately to the BANK in consideration for payment from the BANK of the Contract Amount. The OBLIGOR hereby consents to that assignment, except with respect to the warranties and other obligations of the SELLER set forth in Paragraphs 3, 6 and 8 of this Installment Purchase Agreement, all of which shall remain the sole responsibility of the SELLER and shall not be assignable and the SELLER hereby acknowledges that all of said warranties and other obligations shall not be assigned and remain the sole responsibility of the SELLER. The OBLIGOR'S obligation to the BANK is absolute and unconditional and shall remain in full force and effect until the amounts owed hereunder shall have been paid by the OBLIGOR to the BANK and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

a. Any failure of title with respect to the SELLER'S interest in the Property or the invalidity, enforceability or termination of this Installment Purchase Agreement;

b. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Installment Purchase Agreement;

c. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the SELLER or

any of its assets or any allocation or contest of the validity of this Installment Purchase Agreement, or the disaffirmance of this Installment Purchase Agreement in any such proceedings;

d. To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the SELLER from the performance or observation of any obligation, covenant or agreement contained in this Installment Purchase Agreement;

e. The default or failure of the SELLER fully to perform any of its obligations set forth in this Installment Purchase Agreement or any other agreement; or

f. Any casualty or destruction of the Property.

After payment of the Contract Amount, the BANK shall have no liability for payment of monies to the SELLER or for the performance of any obligations to the SELLER. The SELLER represents and warrants that the assignment of this Installment Purchase Agreement to the BANK does not violate any agreement, contract, or loan agreement to which it is a party and that the Installment Purchase Agreement has been duly executed and delivered by the SELLER.

5. Limited Tax General Obligation. The obligation of the OBLIGOR to pay Principal Installments and interest payments is a limited tax general obligation subject to applicable constitutional, statutory and charter limitations, if any, on the taxing power of the OBLIGOR. The OBLIGOR shall include in its budget and pay each year, until this Installment Purchase Agreement is paid in full, such sum or sums as may be necessary each year to make payments of the Principal Installments and interest when due.

6. Delivery Date. It is agreed that the SELLER has delivered or will deliver the Property. If the Property is not delivered simultaneously with the execution of this Installment Purchase Agreement, the SELLER agrees to deliver the Property as provided in the Purchase Agreement.

7. Tax Covenant. The OBLIGOR covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Installment Purchase Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. The OBLIGOR has designated this Installment Purchase Agreement as a "qualified tax-exempt obligation" within the meaning of the Internal Revenue Code of 1986, as amended.

8. Warranty. Warranties, if any, with respect to the Property shall not be assigned but shall remain enforceable by the OBLIGOR.

9. Entire Agreement. Except for closing documents delivered in connection with the Installment Purchase Agreement to the BANK, this Installment Purchase Agreement (including the provisions of the Purchase Agreement incorporated by reference in Paragraph 4 above) constitutes the entire agreement of the parties. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

10. Amendments. Any attempt to modify the term of this Installment Purchase Agreement or of any supporting document shall be ineffectual unless approved in writing by the BANK.

11. Counterparts. This Installment Purchase Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

SELLER:

TCF NATIONAL BANK
MIDLAND, MICHIGAN

By: _____

Its: _____

OBLIGOR:

CITY OF FENNVILLE
COUNTY OF ALLEGAN
STATE OF MICHIGAN

By: Thomas Pantelleri

Its: Mayor

Countersigned:

By: Alborah Perez

Its: City Clerk

[SEAL]

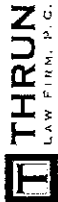
Approved:

BANK:

TCF NATIONAL BANK
MIDLAND, MICHIGAN

By: _____

Its: _____



10. Amendments. Any attempt to modify the term of this Installment Purchase Agreement or of any supporting document shall be ineffectual unless approved in writing by the BANK.

11. Counterparts. This Installment Purchase Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

SELLER:

TCF NATIONAL BANK
MIDLAND, MICHIGAN

By: Sandra D. Loomis
Its: 1st Vice President

OBLIGOR:

CITY OF FENNVILLE
COUNTY OF ALLEGAN
STATE OF MICHIGAN

By: _____
Its: Mayor

Countersigned:

By: _____
Its: City Clerk

[SEAL]

Approved:

BANK:

TCF NATIONAL BANK
MIDLAND, MICHIGAN

By: _____

Its: _____

ATTACHMENT A

MATURITY SCHEDULE

MATURITY DATE	PRINCIPAL INSTALLMENT	INTEREST PAYMENT	TOTAL
June 1, 2020	\$5,346.04	\$2,558.25	\$7,904.29
June 1, 2021	4,695.90	3,208.39	7,904.29
June 1, 2022	4,873.88	3,030.41	7,904.29
June 1, 2023	5,058.60	2,845.69	7,904.29
June 1, 2024	5,250.32	2,653.97	7,904.29
June 1, 2025	5,449.31	2,454.98	7,904.29
June 1, 2026	5,655.84	2,248.45	7,904.29
June 1, 2027	5,870.19	2,034.10	7,904.29
June 1, 2028	6,092.67	1,811.62	7,904.29
June 1, 2029	6,323.59	1,580.70	7,904.29
June 1, 2030	6,563.25	1,341.04	7,904.29
June 1, 2031	6,812.00	1,092.29	7,904.29
June 1, 2032	7,070.17	834.12	7,904.29
June 1, 2033	7,338.13	566.16	7,904.29
June 1, 2034	7,600.11	288.04	7,888.15
TOTAL	\$90,000.00	\$28,548.21	\$118,548.21

ATTACHMENT B



BUY AND SELL AGREEMENT FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY

Office of Ben M. Muller Realty Co., Inc. _____, BROKER,
Grand Rapids _____ (city), Michigan Phone: (616)456-7114 Fax: (616)456-6025
Email: ptermaat@mullerrealty.com Offer Date: _____ (time)

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
 Subagent of the Seller Agent of the Buyer Dual Agent (with written, informed consent of both Buyer and Seller)
 Other (specify): _____
2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the City _____ of
Fennville _____, Allegan _____ County, Michigan, commonly known as
125 S. Maple _____
Permanent Parcel Number 52-350-001-00 _____ and legally described as follows:

(the "Land"), together with all buildings, fixtures and improvements situated on the Land (the "Improvements"), and all equipment and other personal property listed on Exhibit D (the "Personal Property"), all of which is collectively referred to herein as the "Premises".

3. **Purchase Price.** The purchase price for the Premises is:
One Hundred Ten Thousand
Dollars (\$110,000.00 _____). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".

A. **Terms of Payment.** The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.

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

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

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

Financing Contingency. Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within Thirty (30) days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

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

- A new survey:**
 ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
 boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or
 A recertified survey; or
 No new or recertified survey;

shall be obtained by Buyer at Buyer's expense; or provided by Seller to Buyer at Seller's expense, within _____ (____) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do

Property Address: 125 S. Maple
©Commercial Alliance of REALTORS®, 2010/2019
Revision Date: 5/2010
Ben Muller Realty Inc., 1971 E Beltline Ave NE Grand Rapids MI 49525
Peter Tennant

Buyer's Initials

Seller's Initials

Phone: 616-456-7114 Fax: _____
125 S Maple St.
Produced with zipForm® by zipLogic 18070 Fittoun Mill Road, Fraser, Michigan 48026 www.zipForm.com

ATTACHMENT B

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

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

7. **Inspections.** After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections are not acceptable to Buyer by giving Seller written notice within Thirty (30) days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

- a. Prepaid rent and Additional Rent (as defined in the paragraph);
- b. Interest on any existing indebtedness assumed by Buyer;
- c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
- d. Utility deposits;
- e. Security deposits;
- h. Additional Rent (as defined below).

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

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

No Proration:

Buyer Seller shall pay the taxes billed in July.

Buyer Seller shall pay the taxes billed in December.

Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.



Buyer's Initials



Seller's Initials

ATTACHMENT B

10. **Special Assessments (choose one):**

- Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, whether due in installments or otherwise.
- Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.
- Other:

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

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

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

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

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

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

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



Buyer's Initials



Seller's Initials

ATTACHMENT B

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
15. **Closing.** The closing shall be held on or before 04/10/2019 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of Ten (10) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:
16. **Possession.** Seller shall tender to Buyer possession of the Premises upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- a. The warranty deed, land contract or assignment of land contract required by this Agreement.
 - b. A bill of sale for any Personal Property (described in Exhibit "D").
 - c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
 - g. Payment of the County and State real estate transfer tax.
 - h. Any other documents required by this Agreement to be delivered by Seller.
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - c. Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Earnest Money.** Buyer gives Ben M. Muller Realty Co., Inc., Broker, Seven (7) days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit \$ 1,000.00 with Ben M. Muller Realty Co., Inc., Escrow Agent, (insert name of Broker, Title Company or other) with this offer or within Seven (7) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.
21. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.
22. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Broker(s) by a credit reporting agency.
23. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
24. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.



Buyer's Initials



Seller's Initials

ATTACHMENT B

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

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.

26. **Environmental.**

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

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

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

B. **Environmental reports and assessments.**

(1) Within Ten (10) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").

(2) Buyer shall have a period of Ten (10) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.

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

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

C. **Non-disclosure.**

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

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

D. **Other:**



Buyer's Initials



Seller's Initials

ATTACHMENT B

27. Other Provisions:

1. This offer is contingent for 45 days for the City Council of Fennville to approve all final terms of this agreement. If approval is not granted, this agreement shall become null and void and the deposit returned to the Buyer.
2. The Seller shall provide Buyer with a Baseline Environmental audit prior to close at Seller's expense.
3. Seller and Buyer to enter into a 10 year ATM Lease at \$700.00 a month. Seller to submit Lease form.

28. **Notices.** Any notices required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgment, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).
29. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
30. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entitles represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
31. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed (as described below).
32. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party or a deadline falls on a Saturday, Sunday or federal government holiday, the time for performance or the deadline, as applicable, shall automatically extend until 11:59 p.m. on the next business day. As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or a federal government holiday. All other references to "days" in this Agreement shall refer to calendar days. The term "Effective Date" as used in this Agreement shall be the date upon which this Agreement is fully executed (as described below).
33. **Index of Exhibits.** Seller to furnish within _____ () days from Effective Date unless specified below:

Not Applicable	Attached	Exhibit #	Subject	Exhibit to be furnished within _____ number of days
X		A	Income and expense with respect to the operation of the Premises	
		B	Written leases and any tenancies not arising out of written leases	10 days (ATM Lease)
		C	Service Contracts	
		D	List of personal Property	10 days

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within Ten (10) days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived.

Buyer's Initials Seller's Initials
125 S. Maple St.

ATTACHMENT B

Buy and Sell Agreement for Office, Commercial, Industrial, and Multi-Family

Page 7 of 8

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

Buyer: City of Fenntville
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: Thomas Bartellain

Signature: _____

Its: Mayor
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

Buyer's Address: 222 S. Maple St, Po Box 6660
Fenntville, MI 49408

Bus. Phone: _____ Fax: _____

Email: _____

35. SELLER'S ACCEPTANCE

Date: 1/31/19 Time: _____

The above offer is hereby accepted as written as modified

see attached counter offer

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

Seller: Chemical Bank
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: Stephan D. Loomis

Signature: _____

Its: ST Vice President
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Seller Address: _____

Bus. Phone: _____ Fax: _____

Email: _____

36. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

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

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

Buyer's Initials

Buyer's Initials

Buyer's Initials

Seller's Initials

Seller's Initials

Seller's Initials

ATTACHMENT B

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

Buyer: City of Fennville
(print name of individual or entity)
Signature: *Thomas Pantilleia*
Its: Mayor
(if Buyer is an entity)

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

37. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

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

Seller: Chemical Bank a Division of TCF National Bank Seller: _____
(print name of individual or entity) (print name of individual or entity)
Signature: *Sandra D. Zorn* Signature: _____
Its: KT Vice President Its: _____
(if Seller is an entity) (if Seller is an entity)

Buyer's Initials

Seller's Initials

ATTACHMENT B

COUNTEROFFER

Chemical Bank as the property owner/seller hereby presents this Counteroffer to the offer dated 01.31.2019, submitted by City of Fennville (purchaser) for the real property described as:

125 S Maple St, Fennville, MI 48408
Parcel Tax ID NO: 52-350-001-00

1. The property shall be conveyed by restrictive covenant deed rather than warranty deed. *Deed Restriction attached.
2. Title company closing fee to be split 50/50, any settlement fees in conjunction with a new mortgage obtained will be the responsibility of the buyer/mortgagor.
3. The property will be sold in "AS IS" condition, without any warranty as to condition, habitability or fitness for a particular use. No representation or warranty is or has been made as to environmental conditions. Buyer acknowledges receipt of Phase I & Phase II Environmental Reports. Seller agrees to provide a BEA at Seller's expense.
4. The seller will pay only installments of special assessments that have been billed prior to closing. Any unbilled special assessment balance shall be the purchaser's responsibility.
5. Property taxes shall be prorated in accordance with local custom as determined by the closing agent.
6. Real estate broker commissions shall be paid and/or split in accordance with the seller's listing agreement notwithstanding any terms of the purchaser's offer.
7. In the event of any legal dispute relating to the property or the purchase and sale thereof, the prevailing party shall be entitled to recover its legal expenses including reasonable attorney fees.

ATTACHMENT B

- 8. The seller shall not be responsible for the cost of any survey.
- 9. Purchaser and Seller to enter into an ATM Lease agreement for 12 month term then month to month at a rate of \$250.00 per month. Lease agreement to be prepared by Seller.
- 10. Seller to remove teller line prior to closing.
- 11. Financing Contingency Period extended to ninety (90) days from the Effective Date.

The remaining terms of sale not addressed in this Counteroffer shall be as set forth in purchaser's offer. This Counteroffer shall prevail over the purchaser's offer as to all conflicts in terms.

Seller:

Chemical Bank

Date: 02.15.2019

By: Sandra D. Loomis
Sandra D. Loomis
Its: 1st Vice President

Purchaser hereby accepts rejects counters the foregoing Counteroffer.

Purchaser:

City of Fennville

Date: 3/5/2019

By: Thomas Pantelleria
Thomas Pantelleria
Its: Mayor

ATTACHMENT B



**CHEMICAL
BANK**®

Member FDIC

ORE Department | 1315 Washington Ave. | PO BOX 231 | MIDLAND, MI 48640-0231
T: 989.839-5230 | F: 989.633.0417 | W: ChemicalBankMI.com

July __, 2019

Deed Restriction

This conveyance is made subject to the express restriction that for a period of Five (5) years from the date of this deed, the subject premises shall not be used to conduct any business providing financial services. For purposes of this restriction, financial services includes, without limitation, the operation of a main or branch office of a commercial bank, a mortgage bank, a mortgage broker, a credit union, a loan production office, or any other business which involves the acceptance of deposits or the making of loans, the sale or brokerage of insurance, the sale or brokerage of investment products or investment advice. This restriction shall run with the land and violation shall entitle Grantor to pursue all available remedies, at law or in equity.

Buyer signature

Date

Memo

DATE: July 31, 2020
TO: City Commission
FROM: Amanda Morgan
City Administrator
SUBJECT: Agenda Item 9: FY2020 Budget Adjustments

The City Commission will be asked to consider approving FY2020 budget adjustments.

Background Information

The City Commission is being asked to approve the final set of budget adjustments for FY2020. These adjustments are being made to correct any departmental overages and delays in construction starting. A summary of the notable changes is as follows:

General Fund

- Dept 000 Revenues – Increased due to sale of former City Hall building and additional PPT reimbursement received.
- Dept 101 City Council - increase due to additional attorney expenses.
- Dept 301 Police – increase due to additional part time employee expenses due to the pandemic, additional maintenance on the old cruiser and additional uniform expenses.
- Dept 445 Drains – Decreased due to project start being delayed until next fiscal year.
- Dept 866 Spring Clean Up – Decreased because no clean up being held due to the pandemic.

Major & Local Streets

- Dept 463 Routine Maintenance – Decreased due to project start being delayed until next fiscal year.

DDA

- Dept 000 General – Decreased due to project start being delayed until next fiscal year.

Water & Sewer

- Dept 100 Water Revenue – Decreased due to project start being delayed until next fiscal year.
- Dept 110 Water Operation - Decreased due to project start being delayed until next fiscal year.
- Dept 120 & 220 Water & Sewer Administration – Both increased due to engineering expenses related to infrastructure projects.

Attachment(s)

- FY2020 Budget Adjustments

Recommended Action

Motion to approve FY2020 budget adjustments as presented.

FY2020 YEAR END PROPOSED BUDGET AMENDMENTS

Fund/ Department	DESCRIPTION	2019-20	YTD BALANCE	2019-20	Difference	
		ORIGINAL BUDGET	06/30/2020 NORMAL (ABNORMAL)	PROPOSED AMENDMENT	Expenditures	Revenue
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
Total Dept 000 - GENERAL		606,593.00	918,357.34	923,584.00		316,991.00
Expenditures						
Total Dept 101 - CITY COUNCIL		29,830.00	30,329.94	32,530.00	2,200.06	
Total Dept 276 - CEMETERY		22,765.00	23,344.04	23,636.00	871.00	
Total Dept 301 - POLICE		99,789.00	108,257.16	108,876.00	9,087.00	
Total Dept 445 - DRAINS		28,900.00	0.00	0.00	(28,900.00)	
Total Dept 721 - PLANNING		2,146.00	2,422.39	2,696.00	550.00	
Total Dept 751 - PARKS & RECREATION		30,245.00	30,746.00	32,097.00	1,852.00	
Total Dept 865 - GENERAL INSURANCE		9,750.00	10,874.60	10,875.00	1,125.00	
Total Dept 866 - SPRING CLEAN-UP		10,000.00	0.00	0.00	(10,000.00)	
Total Dept 871 - WORKER'S COMP		1,600.00	2,216.00	2,216.00	616.00	
Total Dept 890 - CONTINGENCIES		0.00	1,264.36	1,265.00	1,265.00	
					(21,333.94)	316,991.00
Fund 202 - MAJOR STREETS						
Expenditures						
Total Dept 463 - ROUTINE MAINTENANCE		90,453.00	17,990.16	18,001.00	(72,452.00)	
Total Dept 478 - WINTER MAINTENANCE		6,481.00	9,528.56	9,474.00	2,993.00	
					(69,459.00)	0.00
Fund 203 - LOCAL STREETS						
Revenues						
Total Dept 000 - GENERAL		127,298.00	120,865.32	119,027.00		(8,271.00)
Expenditures						
Total Dept 463 - ROUTINE MAINTENANCE		106,368.00	20,539.39	23,098.00	(83,270.00)	
Total Dept 478 - WINTER MAINTENANCE		5,583.00	10,165.43	10,333.00	4,750.00	
Total Dept 498 - MISCELLANEOUS		0.00	1,935.20	1,935.00	1,935.00	
					(76,585.00)	(8,271.00)
Fund 248 - DDA						
Expenditures						
Total Dept 000 - GENERAL		80,339.00	58,372.76	51,922.00	(28,417.00)	
Total Dept 751 - PARKS & RECREATION		6,000.00	13,117.96	13,120.00	7,120.00	
					(21,297.00)	0.00

Fund 592 - WATER & SEWER

Revenues

Total Dept 100 - WATER	1,441,140.00	315,431.29	326,140.00		(1,115,000.00)
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Expenditures

Total Dept 110 - WATER OPERATION	1,468,127.00	196,339.73	343,127.00	(1,125,000.00)	
Total Dept 120 - WATER ADMINISTRATION	47,105.00	146,913.47	149,535.00	102,430.00	
Total Dept 220 - SEWER ADMINISTRATION	52,073.00	274,711.71	279,973.00	227,900.00	
				(794,670.00)	(1,115,000.00)

Fund 641 - REVOLVING EQUIPMENT

Expenditures

Total Dept 000 - GENERAL	160,848.00	135,459.24	162,516.00	1,668.00	
				1,668.00	0.00

BANK CODE: GEN

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/04/2020	AP	ALLEGAN COUNTY IS CONTRACTED SERVICES Vnd: AL018 Invoice: 2020-016	Invoice: 2020-016 Ref#: 13542 (QTRLY TECH SERVICE) 101-265-818.000 101-000-202.000	800.00	800.00
		Expected Check Run: 08/04/2020		<u>800.00</u>	<u>800.00</u>
08/04/2020	AP	ANDRY MIKE WAGES Vnd: AN001 Invoice: STATEMENT	Invoice: STATEMENT Ref#: 13548 (PLANNING COMMISSION ATTENDANCE) 101-721-702.000 101-000-202.000	75.00	75.00
		Expected Check Run: 08/04/2020		<u>75.00</u>	<u>75.00</u>
08/04/2020	AP	AUTO-WARES GROUP SUPPLIES Vnd: AU001 Invoice: STATEMENT	Invoice: STATEMENT Ref#: 13543 (AUTO WARES STATEMENT: SUPPLIES) 641-000-727.000 641-000-202.000	334.83	334.83
		Expected Check Run: 08/04/2020		<u>334.83</u>	<u>334.83</u>
08/04/2020	AP	BS&A SOFTWARE PURCHASED REPAIRS & MAINT Vnd: BS001 Invoice: 130366	Invoice: 130366 Ref#: 13544 (ASSESSING SYSTEM) 641-000-930.030 641-000-202.000	594.00	594.00
		Expected Check Run: 08/04/2020		<u>594.00</u>	<u>594.00</u>
08/04/2020	AP	MARTIN, DENNIS WAGES Vnd: MA012 Invoice: STATEMENT	Invoice: STATEMENT Ref#: 13549 (PLANNING COMMISSION ATTENDANCE) 101-721-702.000 101-000-202.000	75.00	75.00
		Expected Check Run: 08/04/2020		<u>75.00</u>	<u>75.00</u>
08/04/2020	AP	PIANTEK, DENNIS WAGES Vnd: PI002 Invoice: STATEMENT	Invoice: STATEMENT Ref#: 13550 (PLANNING COMMISSION ATTENDANCE) 101-721-702.000 101-000-202.000	75.00	75.00
		Expected Check Run: 08/04/2020		<u>75.00</u>	<u>75.00</u>
08/04/2020	AP	PREIN & NEWHOF PC CONTRACTED SERVICES Vnd: PR001 Invoice: 89992	Invoice: 89992 Ref#: 13545 (ANNUAL WATER TESTING) 592-110-818.000 592-000-202.000	600.00	600.00
		Expected Check Run: 08/04/2020		<u>600.00</u>	<u>600.00</u>

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 User: DEBORAH
 DB: Fennville

INVOICE JOURNAL PROOF REPORT FOR CITY OF FENNVILLE

BANK CODE: GEN

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/04/2020	AP	RAE, COLLEEN WAGES Vnd: RA007 Invoice: STATEMENT	101-721-702.000 101-000-202.000	75.00	75.00
		Expected Check Run: 08/04/2020		<u>75.00</u>	<u>75.00</u>
08/04/2020	AP	SPECTRUM PRINTERS, INC. ELECTION SUPPLIES Vnd: SP006 Invoice: 63905	101-262-727.000 101-000-202.000	328.19	328.19
		Expected Check Run: 08/04/2020		<u>328.19</u>	<u>328.19</u>
08/04/2020	AP	WEST MICHIGAN UNIFORM CONTRACTED SERVICES Vnd: WE007 Invoice: 5433841	101-265-818.000 101-000-202.000	55.25	55.25
		Expected Check Run: 08/04/2020		<u>55.25</u>	<u>55.25</u>
				<u><u>3,012.27</u></u>	<u><u>3,012.27</u></u>
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000-202.000		1,483.44
		ACCOUNTS PAYABLE	592-000-202.000		600.00
		ACCOUNTS PAYABLE	641-000-202.000		928.83
			TOTAL INCREASE IN PAYABLE:		3,012.27