



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

April 1, 2019

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan

Commissioner Chester Emmons

Commissioner Richard Bagley

Commissioner Holly Evans

Commissioner Doug Fooy

Commissioner Robert B. Heasley

Officers

City Manager Nancy R. Stoddard

City Attorney Robert Soltis

City Treasurer/Clerk Shannon Stutz

1. Call to Order

2. Roll Call

3. Approval of Minutes

From the City Commission Regular Meeting Minutes of March 18, 2019

4. Additions/Changes to the Agenda – Approval

5. Citizen Comments – Items ON the Agenda

If you wish to comment regarding items ON the agenda, please follow the format below:

- *Stand at the podium*
- *State your name and address for the record*
- *You are allowed up to 5 minutes for your comments*
- *Please let us know if you require special accommodations by notifying the Clerk*

- *Reminder: You will be making a statement, without discussion from the Commission. You are always welcome to make an appointment with the City Manager to further discuss your comments.*

6. Consent Agenda

Items on the consent agenda will be dealt with one vote by the City Commission unless a Commissioner requests an item be dealt with individually.

Motion to RECEIVE OR APPROVE as indicated:

- i. Warrant No. 1382 – receive
- ii. KATS Open House – receive
- iii. KATS Policy Meeting Minutes - receive

7. Unfinished Business

A.

8. New Business

- A. Zayo Group – Metro Act Permit – approve
- B. Little League Parade – April 27th – approve
- C. Amendment of Fire Works Ordinance – approve
- D. 131 Exchange Resolution – approve
- E. Preliminary Budget Presentation - receive

9. Board and Commission Reports/Minutes

A. Capital Conference - Mayor

10. Citizen Comments – Items ON or OFF the Agenda

Persons wishing to comment on items that are on/off the agenda are instructed to please follow the same format as Citizen Comments for items on the agenda.

12. Mayor and Commissioner Comments

13. City Manager Comments

14. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY MARCH 18, 2019.

1. Call to order

Mayor Britigan called the meeting to order at 7:00 p.m.

2. Roll Call.

Present: Mayor Britigan, Vice Mayor Jordan, Commissioners Bagley, Emmons, Evans, Fooy, and Heasley. City Manager Stoddard, City Treasurer/Clerk Stutz, Attorney Soltis.

Absent: None.

3. Minutes

Moved by Commissioner Bagley, supported by Commissioner Emmons to approve the corrected Minutes of the March 4, 2019 Regular Meeting.

Motion Carried.

4. Additions or changes to the agenda.

Remove item 8C, Kalamazoo Klash Softball request. Moved by Commissioner Heasley, supported by Commissioner Evans to accept the agenda. **Motion Carried.**

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Moved by Commissioner Heasley, supported by Vice Mayor Jordan to receive the consent agenda items. **Motion Carried.**

7. Unfinished Business

A. Rate Committee Recommendation for Sewer Surcharge - approve. Mayor Britigan began by giving an explanation and review of our Sewer Fund in light of our new agreement with the City of Kalamazoo. Vice Mayor Jordan reported that we are responsible for sewer main replacements and that a significant expense is looming on Glendale. He explained how Kalamazoo will bill a percentage surcharge (on the sewer usage only) and then pay us in total. The Vice Mayor then illustrated it with a Parchment resident's bill – 25% surcharge on 1600 cubic feet of usage translates to about \$9 per quarter. Estimates are that we would receive about \$30,000 per year at this rate. Commissioner Fooy added that our engineers, Prein and Newhof, have recommended 25% at least until the SAW study is complete. Commissioner Fooy noted that residents will already be noticing a significant savings on their water/sewer bill even with the surcharge. Moved by Vice Mayor Jordan, supported by Commissioner Heasley to approve the following Resolution. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Evans, Fooy, Heasley, Jordan.

Nays: None.

Absent: None.

Abstain: None.

Motion Carried 7-0.

WHEREAS, the wastewater rates presently being charged by the City are insufficient to cover the costs of repair and replacement; and

WHEREAS, the City Commission finds that it is necessary to apply a surcharge to the present wastewater retail commodity charge for its users to continue to provide adequate service to its users and to avoid further deficits; and

WHEREAS, Chapter 58, Section 58-61, provides that the City Commission may, from time-to-time, fix the rates and charges by Resolution; and

WHEREAS, the Wastewater Service Agreement between the City of Kalamazoo and the City of Parchment entered into on March 4, 2019, permits the City of Parchment to make additional charges for wastewater collection and disposal services over and above those which are billed, collected and retained by the City of Kalamazoo.

NOW, THEREFORE, BE IT HEREBY RESOLVED that all users and properties connected to the Parchment Wastewater System shall be surcharged a charge of 25 % per quarter, over and above those charges by the City of Kalamazoo, which shall be added to wastewater billings from the City of Kalamazoo, effective immediately, until further Resolution of this Commission.

RESOLUTION DECLARED ADOPTED.

8. **New Business**

A. Kindleberger Park Historical Marker Presentation. Cheryl Lyon-Jenness, 294 Glendale, advised that the application to establish the Park as a state historical site was approved in November 2018 and since then, efforts have been ongoing to get the text just right. Ms. Lyon-Jenness reported that the Commission will have the text for their approval at their April 18 meeting. From there she said the sign will be made, the bill sent to the City, then looking at a summer delivery. She noted the marker will cost around \$4000 - \$2000 is being donated by the Garden Club, and \$1000 has already been generously given by various other residents.

B. Pickle Ball Proposal – Jon Heasley. Mr. Heasley, 505 Hamilton, started by praising the Commission for their leadership during the PFAS water issue. He went on to explain how Pickle Ball is a growing sport and one that is garnering lots of attention of late. The Kalamazoo Pickleball group are benefactors for spreading the sport to new communities. Mr. Heasley got estimates for transforming one tennis court into four Pickle Ball courts and the cost is \$13,000. He added that the Kalamazoo Pickleball group has pledged \$9000 for this project, the City has committed \$2000, and the remaining \$2000 will come from private donations. It was suggested that the Park could host a tournament of its own to fundraise for KSF. Moved by Commissioner Heasley, supported by Commissioner Fooy, to approve the PickleBall courts expenditure of \$2000 and authorize the City Manager to execute all documents related to this matter. **Motion Carried.**

C. Resolution to Vacate River Reach Blvd Right of Way. Mayor Britigan explained why LC Howard cannot have a Right of Way on a parcel they want to sell to 400 Island LLC. Discussion ensued, including agreeing to vacate in the hope of future development and that the City is requiring a performance bond for demolition. Moved by Commissioner Heasley, supported by Commissioner Fooy to approve the Resolution to Vacate River Reach Boulevard Right of Way. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Evans, Fooy, Heasley, Jordan.
Nays: None.
Absent: None.
Abstain: None.

Motion Carried 7-0.

WHEREAS, that portion of River Reach Boulevard North of Island Avenue was made a public right-of-way and runs through a building that was intended to be torn down so that that portion of River Reach Boulevard could be used as a public street; and

WHEREAS, 400 Island Avenue, L.L.C., has entered into an agreement with Louis C. Howard, Inc., to purchase a portion of the old Mill site including that portion of River Reach Boulevard North of Island Avenue with the intention of using, rather than demolishing, the building; and
WHEREAS, if the building which sits on that portion of the right-of-way (River Reach Boulevard North of Island Avenue) is not demolished, there is no purpose to continue having River Reach Boulevard North of Island Avenue be a public right-of-way; and

WHEREAS, 400 Island Avenue, L.L.C., has requested the City of Parchment to vacate that portion of River Reach Boulevard North of Island Avenue, which is included in the property it will be purchasing as a condition of purchase; and

WHEREAS, the vacation of that portion of River Reach Boulevard North of Island Avenue serves the best interests of the City and its residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the property specifically described below, known as River Reach Boulevard North of Island Avenue, be and is hereby vacated:

Located in Section 3, T. 2 S., R. 11 W.

City of Parchment, Kalamazoo County, Michigan

Area of River Reach Boulevard to be Vacated lying North of Island Avenue

That part of River Reach Boulevard, a 66.00 foot right-of-way, as found in the Amended Plat of Blocks 1, 6, 13 and 16, Lots 1, 2, 8, 9, 10 of Block 2, Lot 7 of Block 3, Lots 1, 2, 4, 5, 6 of Block 4, Lots 1-19 of Block 5, Lots 1-12 of Block 8, vacated parts of Everett Lane, Maiden Lane, Gallup Avenue, Sanford Street and Robert Lane of the Revised Plat of Glendale being part of the N.E. 1/4 & E. fraction of the S.E. 1/4, Section 3, T. 2 S., R. 11 W, City of Parchment, Kalamazoo County, Michigan, as recorded in Liber 42 of Plats, on Page 49, Kalamazoo County Records and described as: Commencing at the East 1/4 corner of said Section 3; thence North 89°-42'-01" West along the East and West 1/4 line of said Section, 33.00 feet to the West line of Riverview Drive in the Revised Plat of Glendale as recorded in Liber 8 of Plats, on Page 51, Kalamazoo County Records;

thence South 00°-10'-48" East along the West line of said Riverview Drive, 369.89 feet to the South line of said Revised Plat; thence North 89°-30'-34" West thereon, 481.64 feet to the Southwest corner of Lot 1 of Block 6 of said Revised Plat; thence North 13°-54'-48" West along the West line of said Block 6 and Everett Avenue in said Revised Plat and along the Northeasterly line of the former M&C Railroad, 427.60 feet to the South line of Gallup Avenue in said Revised Plat; thence South 89°-03'-23" East thereon, 34.41 feet; thence North 39°-39'-45" West, 86.97 feet to the North line of said Gallup Avenue; thence North 89°-04'-24" West, 13.17 feet; thence Northwesterly 317.89 feet along a curve to the right with a radius of 450.00 feet, a delta angle of 40°-28'-29" and a chord of North 19°-15'-32" West, 311.32 feet; thence North 00°-58'-42" East, 170.18 feet to the South line of Island Avenue in said Revised Plat; thence South 89°-07'-16" East thereon, 2.60 feet to the Northwest corner of Block 16 in said Revised Plat; thence North 13°-54'-48" West along the extension of the West line of Block 8 in said Revised Plat and along the Northeasterly line of the former M&C Railroad, 68.26 feet to the North line of Island Avenue and the South line of Lot 1, Block 8 in said Revised Plat; thence South 89°-58'-22" East along the North line of Island Avenue and the South line of Lot 1, Block 8 in said Revised Plat, 31.94 feet to the West right-of-way line of River Reach Boulevard and the place of beginning of the land hereinafter described; thence North 00°-58'-42" East along said West right-of-way line, 636.11 feet, thence Northerly 41.45 feet along a curve to the left with a radius of 367.00 feet, a delta angle of 6°-28'-15" and a chord of North 02°-15'-25" West, 41.42 feet to the North line of Block 13 of said Revised Plat; thence North 89°-32'-35" East, 66.22 feet to the East right-of-way line of River Reach Boulevard; thence Southerly along said East right-of-way line 43.09 feet along a curve to the right with a radius of 433.00 feet, a delta angle of 05°-42'-06" and a chord of South 01°-52'-21" East, 43.09 feet; thence South 00°-58'-42" West, 636.00 feet to the North line of Island Avenue; thence North 89°-07'-16" West along said North line of Island Avenue, 66.00 feet to the place of beginning.

BE IT FURTHER RESOLVED that the City reserves an easement on, over, above and below the property described for public utilities.

BE IT FURTHER RESOLVED that this Resolution is contingent upon the completion of the purchase of the premise by 400 Island Avenue, L.L.C. In the event that the sale and purchase referenced herein is not completed, this Resolution shall be deemed rescinded, void and of no force or effect.

RESOLUTION DECLARED ADOPTED.

9. Standing Board and Committee Reports

None.

10. Citizen Comments

None.

11. Mayor and Commissioner Comments

Commissioner Emmons thanked Cheryl Lyon-Jenness for her presentation.

Commissioner Bagley also thanked Ms. Lyon-Jenness.

Commissioner Heasley thanked both of tonight's presenters, adding that they have both demonstrated love for their town.

Commissioner Evans stated she had no idea what Pickle Ball is but she's excited to see it.

Commissioner Fooy thanked tonight's presenters as well for all of their hard work.

Vice Mayor Jordan echoed the thanks, noting they are both great additions.

Mayor Britigan added that both projects complement each other. He then reported on the public meeting last week regarding lead service lines, stating that the plan is to finish replacements this year – more information is on the website. The Mayor then commented that he would be attending the Michigan Municipal League Capital Conference on Wednesday.

12. City Manager Comments/Reports

Manager Nancy Stoddard reminded everyone that we will continue to provide replacement filter cartridges for those who have filters. She recommended people support the Historical Marker and the Veteran's Memorial by donating money at City Hall. She then invited anyone with questions to contact her, her door is always open.

13. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Emmons and supported by all to adjourn the meeting at 8:05 p.m.

Shannon Stutz
City Clerk



City of Parchment
Check Register Report
Warrant 1382

| Check # | Check Date | Vendor Name | Check Description | Amount |
|--------------------------|------------|--------------------------------|------------------------------------|-----------|
| MERCANTILE Checks | | | | |
| 35184 | 03/18/2019 | MICHELLE AUKERMAN | Cancellation of Gazebo-10/5/19 | 275.00 |
| 35185 | 03/18/2019 | CINTAS | ReStock 1st Aid Cabinet | 58.27 |
| 35186 | 03/18/2019 | CINTAS CORPORATION LOC. 725 | Uniform Rental & Towels | 302.88 |
| 35187 | 03/18/2019 | CLARK TECHNICAL SERVICES | Computer Support-February | 385.00 |
| 35188 | 03/18/2019 | COMPASS MINERALS AMERICA | 49.99 Tons Road Salt | 7,674.79 |
| 35190 | 03/18/2019 | CONSUMERS ENERGY | Monthly energy use | 8,936.14 |
| 35191 | 03/18/2019 | CORNERSTONE TECHNOLOGIES | Monthly Contract | 133.07 |
| 35192 | 03/18/2019 | ENGINEERED PROTECTION SYSTEMS | Maintenance Bldg-3/1 to 5/31/19 | 175.50 |
| 35193 | 03/18/2019 | FORD, KRIEKARD, SOLTIS & WISE | Police and Genl Matters - February | 2,462.50 |
| 35194 | 03/18/2019 | K-D SALES, INC. | Bingo for Bags - Equipment | 222.71 |
| 35195 | 03/18/2019 | KALAMAZOO AREA BUILDING AUTHOR | Prop Maint-503 N Riverview | 55.00 |
| 35196 | 03/18/2019 | KALAMAZOO CO. ROAD COMMISSION | Signal Energy Maint-July-Dec | 156.87 |
| 35197 | 03/18/2019 | KALAMAZOO OIL CO. | Fuel Charges-2/16 to 2/28/19 | 294.87 |
| 35198 | 03/18/2019 | KALAMAZOO TOWNSHIP | Police & Fire Svcs Contracts-March | 28,847.75 |
| 35199 | 03/18/2019 | LINDE GAS NORTH AMERICA LLC | Monthly Comp Air & Compl Chg. | 28.72 |
| 35200 | 03/18/2019 | MLIVE MEDIA GROUP | March BOR Notices - 3xs | 988.69 |
| 35201 | 03/18/2019 | MUNICIPAL CODE CORPORATION | Online Code 3/1 to 2/29/20 | 900.00 |
| 35202 | 03/18/2019 | PREIN & NEWHOF | SAW Grant, Genl Eng -February | 12,832.41 |
| 35203 | 03/18/2019 | REPUBLIC SERVICES #249 | Waste charges - March | 8,550.52 |
| 35204 | 03/18/2019 | SEVERANCE ELECTRIC CO INC | Traffic Signal Maint-Feb. | 120.00 |
| 35205 | 03/18/2019 | SHRED-IT USA | Shredding Services | 223.00 |
| 35206 | 03/18/2019 | STEENSMA LAWN & POWER | Digital Tach & Labor-Generator | 139.90 |
| 35207 | 03/18/2019 | VANGEMERT & SONS EXCAVATING | Fill Sand-Water Main Breaks | 240.00 |

OPEN HOUSE

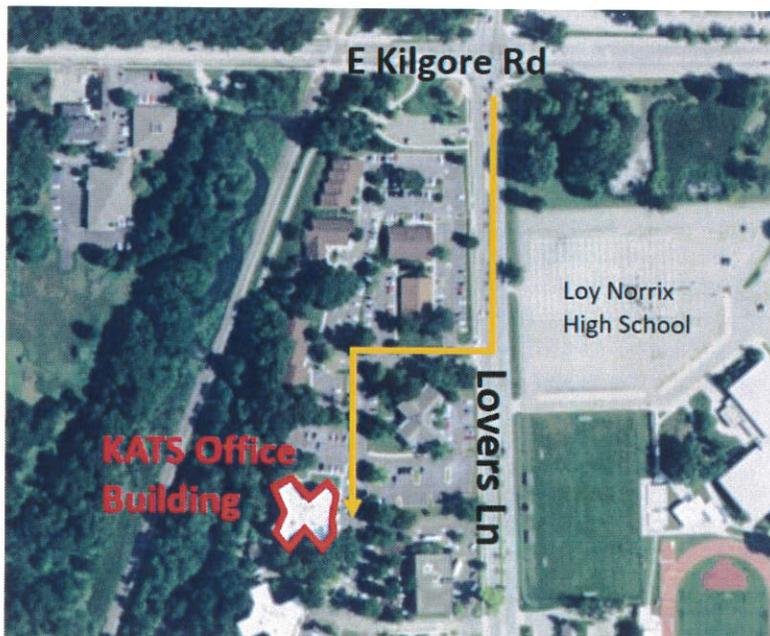
for the FY 2020-2023
Transportation
Improvement Program
& State Long Range
Transportation Plan

WHEN

April 11, 2019
2:00pm to 6:00pm

WHERE

KATS Office
5220 Lovers Lane, Suite 110
Portage, MI 49002



WWW.KATSMPO.ORG

THE METROPOLITAN PLANNING
ORGANIZATION FOR THE
GREATER KALAMAZOO AREA



KATS

KALAMAZOO AREA
TRANSPORTATION STUDY

Stop by to learn about the KATS Fiscal Year 2020-2023 Transportation Improvement Program (TIP).

Representatives from MDOT will also be available to discuss the development of the State Long Range Transportation Plan.

The KATS office is accessible using the Metro #12 Duke Route. Visit www.kmetro.com for more information.

Light refreshments will be provided.

5220 Lovers Lane, Suite 110
Portage, MI 49002
269-343-0766
mmickelson@katsmpo.org
WWW.KATSMPO.ORG

CONTINUING COOPERATIVE COMPREHENSIVE TRANSPORTATION PLANNING



400 Centennial Pkwy, Suite 200
Louisville, Colorado 80027
t 303.381.4683
www.zayo.com

March 11, 2019

City of Parchment
Attention: Shannon Stuttgart
650 S. Riverview Dr
Parchment MI, 49004
Phone: 269-349-3785
Email: WWW.parchment.org

Dear Mrs. Stuttgart

Please find enclosed a Metro Act Permit Application form for City of Parchment. This application is for access to and ongoing use of public ways by Telecommunications Providers under Metropolitan Extension Telecommunications right-of-way oversight Act 2002 PA 48, MCLA sections 484.3101 to 484.3120 by ZAYO Group LLC.

In accordance with the application, I have enclosed the application fee of five hundred dollars (\$500.00), a Certificate of Good Standing for Zayo Group, LLC along with a Copy of Liability Insurance for Zayo Group, LLC.

Please feel free to contact us with any questions.

Thank you,

A handwritten signature in blue ink, appearing to read "G. Babinski".

Greg Babinski
OSP Project Manager
240 E South St
Lansing, MI 48910
M: 616.570.9900
O: 517.913.0498
greg.babinski@zayo.com
<http://www.zayo.com>



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

ZAYO GROUP, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on January 19, 2011, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 18108497040

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 10th day of October, 2018.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER Willis of Colorado, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Zayo Group, LLC 1805 29th Street Ste 2050 Boulder, CO 80301 | INSURER A: Great Northern Insurance Company NAIC # 20303 | |
| | INSURER B: Federal Insurance Company 20281 | |
| | INSURER C: Sentry Casualty Company 28460 | |
| | INSURER D: Illinois Union Insurance Company 27960 | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** W10235471 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 3604-53-52 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | 7359-90-85 | 08/01/2018 | 08/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | | 7989-77-47 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 90-20463-01 | 01/01/2019 | 01/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Workers Compensation & Employers Liability Per Statute | | | 90-20463-02 | 01/01/2019 | 01/01/2020 | E.L. Each Accident \$1,000,000 E.L. Disease-Each Emp \$1,000,000 E.L. Disease-Pol Limit \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

City of Parchment
 Attention: Shannon Stuttgart
 650 S. Riverview Dr
 Parchment, MI 49004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|--------------------------------|---|--|
| AGENCY Willis of Colorado, Inc. | | NAMED INSURED Zayo Group, LLC 1805 29th Street Ste 2050 Boulder, CO 80301 | |
| POLICY NUMBER See Page 1 | | EFFECTIVE DATE: See Page 1 | |
| CARRIER See Page 1 | NAIC CODE See Page 1 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Coverage for XCU, Contractual Liability and Independent Contractors is provided under General Liability policy.

City of Parchment and Municipality is included as an Additional Insured as respects to General Liability, Auto Liability and Contractors Pollution Liability.
 Umbrella Follows Form.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them").

INSURER AFFORDING COVERAGE: Illinois Union Insurance Company NAIC#: 27960
 POLICY NUMBER: CPM G27055047 006 EFF DATE: 08/01/2018 EXP DATE: 08/01/2019

ADDITIONAL INSURED: Y

| | | |
|---------------------------------|---------------------------|----------------------|
| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
| Contractors Pollution Liability | See Below | |

ADDITIONAL REMARKS:
 \$1,000,000 Per Pollution Condition Limit of Liability
 \$1,000,000 Aggregate Limit of Liability
 \$25,000 Retention Per Condition

CHUBB®

Policy Conditions

Endorsement

Policy Period AUGUST 1, 2018 TO AUGUST 1, 2019
Effective Date
Policy Number 3604-53-52 DEN
Insured ZAYO GROUP LLC
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
 - invalidate such cancellation.
-

Schedule

Person(s) or Organization(s):

Address:

Conditions
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. B.", written over a horizontal line.

Zayo Group, LLC

Policy# 7359-90-85

Effective Date: 08/01/2018-2019

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR THE PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

Endorsement

| | | |
|------------------------|---------------------------|--------------------|
| <i>Policy Period</i> | AUGUST 01, 2018 | To AUGUST 01, 2019 |
| <i>Effective Date</i> | August 1, 2018 | |
| <i>Policy Number</i> | 7989-77-47 DEN | |
| <i>Insured</i> | ZAYO GROUP LLC | |
| <i>Name of Company</i> | FEDERAL INSURANCE COMPANY | |
| <i>Date Issued</i> | August 25, 2018 | |

Conditions

Under Conditions, the following condition is added.

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative



**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Zayo Group LLC organized under the laws of the State of Michigan whose address is 240 E South St., Lansing, MI.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Parchment, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is 240 E South St., Lansing MI 48910, greg.babinski@zayo.com, Office 517-913-0498, Greg Babinski.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is same as above.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is same as above.
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is same as above.
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

ZAYO NOC 866-236-2824

- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions

as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and

the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of

its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
 - 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
 - 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
 - 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
 - 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
 - 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to 650 S. Riverview Dr. Parchment MI, 49004 with a copy to City of Parchment Attorney's Office.

12.1.2 If to Company, to 1805 29th Street, Suite 2050, Boulder, CO 80301.
Attn: Legal Dept., with copy to Greg Babinski, 240 E South St, Lansing MI 48910.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

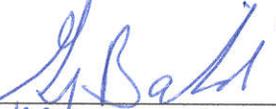
City of Parchment

Attest:
By: _____
Clerk

By: _____
Its: _____
Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

Zayo Group LLC

By: 
Its: Manager
Date: 3/11/19

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

City of Parchment
Orange lines = Township/City borders

Zayo Group - aerial Fiber Optic Cable
shown in Blue. Total distance 5,044'



Exhibit B

Bond

**METRO Act Permit Application Form
Revised February 2, 2015**

**City of Parchment
Name of Local Unit of Government**

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**Zayo Group LLC
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 650 S. Riverview Dr. Parchment MI, 49004
-

City of Parchment

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

**By
Zayo Group LLC**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 11/4/2018

1.2 Applicant's legal name: Zayo Group LLC
Mailing Address: 400 Centennial Parkway
Louisville, CO 80027

Telephone Number: 303-381-4683
Fax Number: 303-260-5922
Corporate website: www.zayo.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Greg Babinski-OSP Manager, Michigan
Mailing Address: 240 E South St
Lansing, Michigan 48910

Telephone Number: 517-913-0498
Fax Number: 517-913-1014

E-mail Address: greg.babinski@zayo.com

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: N/A

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; A Delaware Co

1.5.2 Date of incorporation/formation; 2007

1.5.3 If a subsidiary, name of ultimate parent company; N/A

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Glenn Russo, Dan Caruso, Scott Beer, Tim Gentry

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: N/A.

1.7 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.8 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

A felony; No

1.8.1 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.9 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.9.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Fiber Optic Cable for Zayo network infrastructure.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

2.4 Please provide an anticipated or actual construction schedule.

Pending

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Zayo Group, LLC

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Zayo Group LLC, 240 E South St, Lansing, MI 48910, Greg Babinski – OSP Manager, Office - 517-913-0498, greg.babinski@zayo.com

Zayo facilities will be placed overhead on utility poles owned by Consumer's Energy and Frontier Communications.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office; Zayo Group LLC, 240 E South St., Lansing, MI 48910

3.2 Location of all records and engineering drawings, if not at local office;

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system; Greg Babinski – OSP Manager, Zayo Group LLC, 240 E South St., Lansing MI 48910 greg.babinski@zayo.com, Office-517-913-0498

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation; Attached

3.4.2 Commercial general liability, including at least: Attached

3.4.2.1 Combined overall limits; Attached

3.4.2.2 Combined single limit for each occurrence of bodily injury; Attached

3.4.2.3 Personal injury; Attached

3.4.2.4 Property damage; Attached

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations; Attached

3.4.2.6 Independent contractor liability; N/A

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination; Attached

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents. Attached

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Zayo Group LLC

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

Zayo Group LLC

Manager

By: *[Signature]*

11/4/2018
Date

Greg Babinski
OSP Manager Michigan

S:\metroapplicationform.doc

Parchment Little League

PO Box 612
Parchment, MI 49004-0612

March 26, 2019

City of Parchment
fax 269-345-5441

Attention: Nancy Stoddard City Manager
Parchment Fire Chief
Lt. Scott Jackson

Ref: Little League Parade

We would like to request permission to conduct our opening day parade on Saturday April 27th . Parade starts at 9am. We line up at the high school starting at 8am. We would like the parade route to begin at the High School and travel West on G Ave to Riverview, South on Riverview to Parchmount, East on Parchmount to Orient, South on Orient to Glendale, West on Glendale to Maple St, South on Maple St to Park, East on Park to the fields.

We also would like to ask if we could have the Parchment firetruck(s) in the parade.

Thank you

If you have any questions please let me know.

Thank you,

Dodi Leckie
President
Parchment Little League
269-743-8073
Leckie72@yahoo.com

CITY OF PARCHMENT

KALAMAZOO COUNTY, MICHIGAN

ORDINANCE _____

AN ORDINANCE TO AMEND THE PARCHMENT CITY CODE OF ORDINANCES; TO AMEND CHAPTER 30, ARTICLE II, SECTION 30-12; TO AMEND CHAPTER 30, ARTICLE II, SECTIONS 30-16(A) THROUGH 30-20 TO REGULATE CONSUMER FIREWORKS AS PERMITTED BY THE MICHIGAN FIREWORKS SAFETY ACT, MCL 28.451 ET SEQ., AS AMENDED BY ACTS 634 AND 635 OF THE PUBLIC ACTS OF 2018; TO ADD AND PROVIDE FOR AND REGULATE LICENSED DISPLAYS; TO ADD SECTION 30-20 TO PROVIDE PENALTIES; TO PROVIDE FOR PENALTIES; TO REPEAL THAT PORTION OF THE ORDINANCE OR PARTS THEREIN INCONSISTENT OR CONTRARY TO THIS ORDINANCE AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

THE CITY OF PARCHMENT ORDAINS:

ARTICLE I

Chapter 30, Article II, Sky Lanterns Prohibited, Section 30-12, is hereby amended and shall now read:

Sec. 30-12. Sky Lanterns Prohibited.

Chinese sky lanterns and similar devices are prohibited. Violation of Section 30-12 is a municipal civil infraction punishable by a fine up to \$500.00 plus court costs and attorney's fees.

ARTICLE II

Chapter 30, Article II, Firearms, Fireworks and Explosives, Sections 30-16 through 30-19, are hereby amended and shall now read:

Sec. 30-16. Definitions.

As used in this article, the following terms shall have the meanings indicated:

a. *Act.* The Michigan Fireworks Safety Act, as amended by Acts 634 and 635 of the Public Acts of 2018

Sec. 30-17. Prohibition on the Use of Consumer Fireworks.

a. No person, except those persons granted a permit pursuant to Section 30-18 of this Chapter, shall display, discharge, use or ignite any consumer fireworks within the City, except on the following days after 11:00 a.m.

- December 31st until 1:00 a.m. on January 1st.
- The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m., on each of those days.
- June 29th to July 4th until 11:45 p.m., on each of those days.
- July 5th, if that date is a Friday or Saturday, until 11:45 p.m.
- The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m., on each of those days.

b. No person shall fire, ignite, discharge or in any way use consumer fireworks in any public park, on public property, school property, church property or the property of another without that organization's or person's express permission to use consumer fireworks on those premises.

c. No person shall sell, give, provide, permit or allow to be given consumer fireworks to a minor.

Section 30-18. Licensed Displays.

a. The City Commission may, upon receipt of written application and the required fees, grant a permit for the supervised public or private display of articles pyrotechnic display fireworks or special effects by other municipalities, fair associations, amusement parks or other organizations or groups or individuals approved by the City Commission, or permits for outdoor pest control or agricultural purposes if the applicable provisions of the Michigan Fireworks Safety Act, MCL 28.451, et seq., are complied with. Applications for permits shall be made in writing on forms approved by the City Commission. The displays shall be of such a character and so located, discharged or fired, in the opinion of the City of Parchment Fire Chief, or his/her designee, after proper investigation, so as not to be hazardous to property or endanger any person. No permit granted under this section shall be transferable nor shall any permit be issued to a minor.

b. The permittee shall furnish a bond or certificate of public liability insurance in an amount deemed adequate by the City Commission, but no less than one million dollars, for the payment of all damages which may be caused to persons or property by reason of the permitted display.

c. A permit shall not be issued to a non-resident person, firm or corporation for

ignition of articles, pyrotechnic, display fireworks or special effects in the City until the person, firm or corporation has appointed, in writing, a resident member of the Bar of the State of Michigan or a Resident Agent to be the legal representative upon whom all process in an action or proceeding against the person, firm or corporation may be served.

d. The City Commission, with the recommendation of the City of Parchment Fire Chief or his/her designee, shall rule on the competency and qualifications of applicants for a permit to display articles, pyrotechnic, display fireworks and special effects operators as required under NFPA 1123, as the operator has furnished in his or her application form, and on the time, place and safety aspects of the display or articles pyrotechnic or display fireworks before granting permits.

e. A processing fee, as determined from time-to-time by the City Commission, plus the actual cost of material, equipment and labor for public safety activity required at the event as determined by the Kalamazoo Township Chief of Police, or his/her designee, and the City of Parchment Fire Chief, or his/her designee, shall be paid to the City as a condition of the permit.

f. No person, other than an agent or employee of the City, shall use articles pyrotechnic, display fireworks or special effects in the City without a valid City permit.

Sec. 30-19. General Noise and Disorderly Conduct Prohibitions.

No person shall fire, ignite, discharge or in any way use consumer fireworks in violation of Chapter 30, Sections 21(11), (22), (23) and (27), of the Parchment City Code of Ordinances.

Sec. 30-20. Penalties for Violation of Section 30-17.

a. A person who violates Section 30-17(a) shall be responsible for a Civil Infraction, punishable by a fine of \$1,000.00 for each violation of the Ordinance and no other fine or sanction. Pursuant to MCL 28.457(3), \$500.00 of the civil fine for each violation collected shall be remitted to the Kalamazoo Charter Township Police Department, for the benefit of the City of Parchment, for the enforcement of this Ordinance.

b. A person who violates Section 30-17(b) shall be responsible for a State Civil Infraction, punishable by a civil fine not to exceed \$500.00.

c. A person who violates Section 30-17(c) shall be responsible for a Civil Infraction, punishable as provided by Statute.

ARTICLE III

All Ordinances or parts thereof in conflict herewith are hereby repealed and shall be of no further force and effect.

ARTICLE IV

Any and all sections, terms, provisions and/or clauses herein shall be deemed independent and severable. Should any court of competent jurisdiction hold any section, term, provision or clause void and/or invalid, all remaining sections, terms, provisions and/or clauses not held void and/or invalid shall continue in force and effect.

ARTICLE V

This Ordinance shall take force and effect 30 days after publication.

* * * * *

CERTIFICATE

I, Shannon Stutz, City Clerk for the City of Parchment, do hereby certify that the foregoing Parchment Ordinance No. _____ was adopted by the City Commission at a regular meeting held on _____, 2019, and that the following is a record of the vote of the members of said City Commission on said Ordinance.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Shannon Stutz, City Clerk

**CITY OF PARCHMENT
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION DECLARING A FULL U.S. 131 BUSINESS ROUTE INTERCHANGE BETWEEN
THE WEST MAIN AND D AVENUE INTERCHANGES A TOP PRIORITY**

APRIL 1, 2019

WHEREAS, transportation systems are vital to the economic health of a community; and

WHEREAS, surface transportation routes providing direct ingress and egress to this geographic area, particularly from and to northbound and southbound U.S. 131 respectively are nonexistent; and

WHEREAS, construction of such access would enhance the potential for redevelopment as well as retention of existing economic development in this area for the benefit of the entire County of Kalamazoo; and

WHEREAS, providing access to the City of Parchment is highly desirable from an economic development perspective; and

WHEREAS, developing faster and easier multidirectional access to U.S.-131 by diverting traffic from the heavily trafficked urban streets will create cost savings for the existing industries; and

WHEREAS, decreasing the amount of industrial traffic, particularly larger vehicles, forced to travel through dense residential and commercial areas will decrease traffic congestion and increase safety; and

WHEREAS, the decrease in congestion will make the implementation and utilization of existing and planned complete streets more feasible and attractive.

NOW THEREFORE BE IT HEREBY RESOLVED that the Parchment City Commission hereby declares the construction of a full U.S. 131 Business Route Interchange, adding both northbound ingress to and southbound egress to the existing interchange located between the West Main and the D Avenue interchanges, a top priority for economic and infrastructure development for the Kalamazoo Area.

Motion was made by _____ and seconded by _____ to adopt the foregoing Resolution.

Upon roll call vote the following voted "Aye":

The following voted "Nay":

The following were absent:

The Mayor declared the motion carried and the resolution duly adopted.

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted at a regular meeting of the Parchment City Commission held on _____ that the meeting was conducted and public notice of the meeting was given pursuant to and in compliance with the Michigan Open Meetings Act; that a quorum of the Board was present and voted in favor of the resolution; and that the minutes of the meeting will be or have been made available as required by the Open Meetings Act.

Shannon Stutz, Clerk
City of Parchment
Kalamazoo County, Michigan