



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

December 16, 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. **Pledge of Allegiance**
3. **Swearing in of Re-elected Commissioner Holly Evans on December 13, 2019**
4. **Roll Call**
5. **Approval of Minutes**
From the City Commission Regular Meeting Minutes of December 2, 2019
6. **Additions/Changes to the Agenda - Approval**
7. **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.*

8. 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:

- Warrant No. 1401 – receive
- KABA November 2019 Monthly Permits Report – receive
- KAC Meeting Minutes, November 11, 2019 – receive
- Credit Card Statement – approve
- KATS Policy Meeting Minutes, October 2019 – receive

9. Unfinished Business

- Tetra Tech License Agreement Waiver Language - approve

10. New Business

- Appointment of Dennis Collison to ZBA – approve
- Re-Appoint Commissioner Fooy to Kindleberger Arts Commission - approve

11. Closed Session - Real Estate Transaction – Mill Property

12. Reconvene Commission Meeting

- Mill Property Real Estate Transaction - approve

13 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.

14. Mayor and Commissioner Comments

15. City Manager Comments

16. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY DECEMBER 2, 2019.

1. Call to order

Clerk Stutz called the meeting to order at 7:00 p.m. She led everyone saying the Pledge of Allegiance.

2. Swearing in of New Commissioners

Clerk Stutz swore in Robin Madaras and Doug Fooy.

3. Roll Call.

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

Moved by Commissioner Fooy, supported by Commissioner Bagley to excuse Commissioner Evans's absence.

4. Elections

Mayoral Election – Vice Mayor Jordan nominated Robert Britigan III as Mayor, supported by Commissioner Fooy. No other nominations were made. After the nomination was accepted, the **motion carried**.

Vice Mayoral Election – Commissioner Fooy nominated Thomas Jordan as Vice Mayor, supported by Commissioner Bagley. No other nominations were made. After the nomination was accepted, the **motion carried**.

5. Minutes

Moved by Vice Mayor Jordan, supported by Commissioner Bagley to approve the amended Minutes of the November 18, 2019 Regular Meeting.

Motion Carried.

6. Additions or changes to the agenda.

None. Moved by Commissioner Emmons, supported by Commissioner Bagley to accept the agenda. **Motion Carried.**

7. Citizen Comments – Items ON the Agenda

None.

8. Consent Agenda

A. Commissioner Fooy asked about check number 35642, City Manager Stoddard noted that she would follow up with the information. Moved by Vice Mayor Jordan, supported by Commissioner Emmons to receive the consent agenda items.

Motion Carried.

9. Unfinished Business

A. Fire Service Contract with Kalamazoo Township - approve. Mayor Britigan began by noting that the ad hoc committee was made up of Commissioner Bagley, Mike Conner, City Manager Stoddard, Kalamazoo Township Fire Chief Obreiter, and Kalamazoo Township Supervisor Don Martin. Parchment Firefighters were consulted during the entire process as well. The Mayor explained the purpose of the committee was to find how the Fire Department would be able to serve the community best going forward, with the knowledge that the city has been unable to find a new fire chief. He noted that the contract is for \$5700 per month and has already been approved by Kalamazoo Township's board, who are excited about the collaboration. City Manager Stoddard added that there have been many meetings, with involvement from attorneys and insurance agents as well. Attorney Soltis stated that the contract allows for the present Parchment Firefighters to become Kalamazoo Township employees and in return Kalamazoo Township Fire Department will take over duties in the city. The contract has a provision whereby with 120 day notice, the city can terminate the agreement. He added that the fire equipment would remain here for use. The committee recommends approval of the contract. Moved by Vice Mayor Jordan, supported by Commissioner Emmons to approve the two year contract for \$66,900 for fire service with the Kalamazoo Township Fire Department and authorize the City Manager to execute all documents related to the contract. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Fooy, Jordan, and Madaras.

Nays: None.

Absent: Evans.

Abstain: None.

Motion Carried 6-0.

10. New Business

A. Schedule of 2020 City Commission Meetings - approve. Moved by Commissioner Fooy, supported by Commissioner Bagley to approve the 2020 schedule of meetings. **Motion Carried.**

B. First Amendment to Settlement Agreement with River Reach – approve. Attorney Schubkegel gave a brief synopsis of where the agreement is currently, that River Reach is asking for an additional extension whereby closing will occur on or before December 30, 2019. He noted that title has been reviewed, and environmental due diligence has been conducted. He said that closing could be as early as this week, and the Mayor added that the Commission will be discussing this in closed session at the next meeting. Moved by Commissioner Bagley, supported by Vice Mayor Jordan approve the First Amendment to Settlement Agreement with River Reach as presented. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Fooy, Jordan, and Madaras.

Nays: None.

Absent: Evans.

Abstain: None.

Motion Carried 6-0.

C. License Agreement for Soil Borings with Tetra Tech and River Reach – approve. Mayor Britigan commented that Tetra Tech has been contracted by Georgia Pacific to do the hydrogeologic testing related to the PFAS exposure, and they are asking for access to the mill site to complete their testing. Attorney Schubkegel advised that this agreement provides that Georgia Pacific joins the City as liable parties, but he suggested that language be modified to waive the City's liability for things we didn't cause. He added that this is a temporary agreement. He also mentioned that this agreement will not impede closing on the property. Moved by Commissioner Fooy, supported by Commissioner Emmons to approve the proposed agreement provided appropriate language is changed so that Georgia Pacific cannot sue the City for any contamination except that which can be proved was caused by the City. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Fooy, Jordan, and Madaras.

Nays: None.

Absent: Evans.

Abstain: None.

Motion Carried 6-0.

D. Resolution of Appreciation for Robert B. Heasley.

**HONORING MR. ROBERT B. HEASLEY FOR HIS YEARS OF SERVICE
TO THE CITIZENS OF PARCHMENT**

WHEREAS Commissioner Robert B. Heasley, a lifelong resident of Parchment, was first elected to the Parchment City Commission in 1979; serving faithfully for 38 years on the City Commission November 1979 - 1987 and again November 1989 - 2019; and

WHEREAS Commissioner Heasley was appointed Mayor by the City Commission from 2007 - 2017; and

WHEREAS Commissioner Heasley who actively supported the Kindleberger Festival and also served on the Kindleberger Arts Commission as the chairperson for that board; and

WHEREAS Commissioner Heasley demonstrated the highest level of integrity, honesty, and respect for all citizens while serving as a Parchment City Commissioner and as Mayor.

NOW THEREFORE BE IT FURTHER RESOLVED that this Resolution be permanently inscribed in the official minutes of the City Commission of the City of Parchment to recognize the leadership and contributions of Commissioner Heasley for future generations of Parchment residents.

Moved by Vice Mayor Jordan, supported by Commissioner Emmons to approve the resolution as stated. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Fooy, Jordan, and Madaras.

Nays: None.

Absent: Evans.

Abstain: None.

Motion Carried 6-0.

Resolution declared adopted December 2, 2019 by unanimous declaration of the Parchment City Commission.

11. Special Presentation in Recognition of Robert B. Heasley

State Representative Beth Griffin and Nate Henshaw from Congressman Upton's office were in attendance. Representative Griffin and Mr. Henshaw presented Commissioner Heasley with a Special Tribute from the 100th Legislature of the State of Michigan that highlighted his service to the City of Parchment and its residents.

12. Citizen Comments

None.

13. Mayor and Commissioner Comments

Commissioner Madaras said she was looking forward to learning from everyone.

Commissioner Emmons welcomed the new Commission and thanked Commissioner Heasley for his service to the city.

Commissioner Bagley thanked Commissioner Heasley for his service and then all of those in attendance.

Commissioner Fooy thanked the committee for their work on the fire contract and then thanked Commissioner Heasley as well.

Vice Mayor Jordan echoed the thanks for Commissioner Heasley, adding that his dedication to the city is unparalleled. He then welcomed Commissioner Madaras and thanked the Commission for voting him in as Vice Mayor.

Mayor Britigan Mayor Britigan said it was an honor and privilege to continue serving as Mayor. He expressed gratitude to Commissioners for their confidence in his leadership and welcomed Commissioner Madaras to the dais. He then summarized some of the happenings and accomplishments in our City over the past two years.

He then thanked his family, Manager Stoddard, City staff and the many volunteers who serve on the various committees, boards and commissions for our City. He also thanked the businesses and citizens for supporting the efforts of "City Hall".

Mayor Britigan pledged to continue representing the City of Parchment in a professional, collaborative and enthusiastic manner. "Together, we are Parchment!" .

13. City Manager Comments/Reports

City Manager Stoddard gave her thanks to Commissioner Heasley as well, especially helping get her acclimated to the City and its processes. She reminded everyone of Wassailing on Wednesday, December 4 from 6-8 pm, thanking the area businesses who are participating. She then invited all who had concerns to call or visit City Hall to discuss with her, her door is always open.

14. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Madaras and supported by all to adjourn the meeting at 7:47 p.m.

Shannon Stutz
City Clerk



City of Parchment
Check Register Report
Warrant 1401

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
35656	12/09/2019	ASPHALT RESTORATION, INC	Catch Basin Repair@Parch Serv	1,500.00
35657	12/09/2019	CDW GOVERNMENT	Server Battery Replacement	305.00
35658	12/09/2019	CINTAS	Uniform Rental & Towels	245.50
35659	12/09/2019	CLARK TECHNICAL SERVICES	Computer Suuport - November	715.00
35660	12/09/2019	VOIDED		
35661	12/09/2019	COMPANION LIFE	Life & AD&D Ins-December	114.00
35663	12/09/2019	CONSUMERS ENERGY	Monthly energy use	2,185.89
35664	12/09/2019	JAMES DUBY	Christmas Decorations-Wassailing	87.86
35665	12/09/2019	KALAMAZOO CO. ROAD COMMISSION	Signal Energy Maint-Aug/Sept	107.12
35666	12/09/2019	KALAMAZOO OIL CO.	Fuel Charges 11/1 to 11/15/19	329.48
35667	12/09/2019	KALAMAZOO TOWNSHIP	Police/Fire Contract-October	29,327.36
35668	12/09/2019	MICHIGAN MUNICIPAL RISK	Liab Ins-Gen Fund-3rd Pmt	11,736.00
35669	12/09/2019	PREIN & NEWHOF	SAW Grant to 11/30/19	5,765.45
35670	12/09/2019	UNITED STATES POSTAL SERVICE	Permit Imprint Fee to 1/26/21	235.00
35671	12/09/2019	VANGEMERT & SONS EXCAVATING	Take out curb drain & install	2,468.62
35672	12/09/2019	VARNUM LLP	Frontier Renewal Legal Service	3,812.50

2019 MONTHLY PERMITS BY JURISDICTION

MONTH OF NOVEMBER 2019

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	17	\$ 7,452
COMSTOCK	ELECTRICAL	18	\$ 3,216
COMSTOCK	MECHANICAL	20	\$ 2,780
COMSTOCK	PLUMBING	9	\$ 1,638
COMSTOCK	SPECIAL - JURISDICTION	-	\$ -
COMSTOCK	SPECIAL - HOMEOWNER	2	\$ 110
TOTAL COMSTOCK		66	\$ 15,196
KALAMAZOO	BUILDING	15	\$ 4,562
KALAMAZOO	ELECTRICAL	13	\$ 1,963
KALAMAZOO	MECHANICAL	22	\$ 3,149
KALAMAZOO	PLUMBING	8	\$ 931
KALAMAZOO	SPECIAL - JURISDICTION	1	\$ 55
KALAMAZOO	SPECIAL - HOMEOWNER	1	\$ -
TOTAL KALAMAZOO		60	\$ 10,660
PARCHMENT	BUILDING	1	\$ 170
PARCHMENT	ELECTRICAL	2	\$ 566
PARCHMENT	MECHANICAL	5	\$ 587
PARCHMENT	PLUMBING	1	\$ 100
PARCHMENT	SPECIAL - JURISDICTION	1	\$ 55
PARCHMENT	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL PARCHMENT		11	\$ 1,533
PINE GROVE	BUILDING	4	\$ 695
PINE GROVE	ELECTRICAL	1	\$ 104
PINE GROVE	MECHANICAL	3	\$ 445
PINE GROVE	PLUMBING	-	\$ -
PINE GROVE	SPECIAL - JURISDICTION	-	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PINE GROVE		8	\$ 1,244
RICHLAND	BUILDING	9	\$ 3,584
RICHLAND	ELECTRICAL	9	\$ 2,708
RICHLAND	MECHANICAL	11	\$ 1,480
RICHLAND	PLUMBING	7	\$ 1,513
RICHLAND	SPECIAL - JURISDICTION	-	\$ -
RICHLAND	SPECIAL - HOMEOWNER	-	\$ -
RICHLAND		36	\$ 9,285
TOTAL		181	\$ 37,918

REVENUE	REVENUE
NOVEMBER 2018	% PREV YEAR MONTH
\$ 28,614	132.5%

PERMITS	PERMITS
NOVEMBER 2018	% 2018 - YTD
142	127.5%

2019 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: NOVEMBER 2019

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	173	\$ 152,345
COMSTOCK	ELECTRICAL	180	\$ 38,741
COMSTOCK	MECHANICAL	194	\$ 39,961
COMSTOCK	PLUMBING	156	\$ 28,454
COMSTOCK	SPECIAL - JURISDICTION	20	\$ 1,100
COMSTOCK	SPECIAL - HOMEOWNER	7	\$ 385
TOTAL COMSTOCK		730	\$ 260,986
KALAMAZOO	BUILDING	168	\$ 60,822
KALAMAZOO	ELECTRICAL	173	\$ 32,005
KALAMAZOO	MECHANICAL	228	\$ 40,130
KALAMAZOO	PLUMBING	94	\$ 14,020
KALAMAZOO	SPECIAL - JURISDICTION	86	\$ 4,730
KALAMAZOO	SPECIAL - HOMEOWNER	19	\$ 990
TOTAL KALAMAZOO		768	\$ 152,697
PARCHMENT	BUILDING	14	\$ 3,060
PARCHMENT	ELECTRICAL	7	\$ 1,474
PARCHMENT	MECHANICAL	20	\$ 2,528
PARCHMENT	PLUMBING	8	\$ 1,372
PARCHMENT	SPECIAL - JURISDICTION	15	\$ 825
PARCHMENT	SPECIAL - HOMEOWNER	3	\$ 165
TOTAL PARCHMENT		67	\$ 9,424
PINE GROVE	BUILDING	42	\$ 12,012
PINE GROVE	ELECTRICAL	37	\$ 5,835
PINE GROVE	MECHANICAL	28	\$ 4,013
PINE GROVE	PLUMBING	7	\$ 1,501
PINE GROVE	SPECIAL - JURISDICTION	1	\$ 55
PINE GROVE	SPECIAL - HOMEOWNER	2	\$ 110
TOTAL PINE GROVE		117	\$ 23,526
RICHLAND	BUILDING	164	\$ 94,417
RICHLAND	ELECTRICAL	143	\$ 25,257
RICHLAND	MECHANICAL	163	\$ 24,827
RICHLAND	PLUMBING	97	\$ 15,711
RICHLAND	SPECIAL - JURISDICTION	5	\$ 275
RICHLAND	SPECIAL - HOMEOWNER	3	\$ 165
TOTAL RICHLAND		575	\$ 160,652
TOTAL	YTD	2257	607,285

REVENUE	REVENUE
YTD - NOVEMBER 2018	% 2018 - YTD
\$ 404,423	150.2%

REVENUE
% 2019 YTD BUDGET
127.73%

PERMITS	PERMITS
YTD - NOVEMBER 2018	% 2018 - YTD
1627	138.7%

2019 MONTHLY CUMULATIVE TOTALS	2019 MONTHLY CUMULATIVE TOTALS	
# PERMITS	REVENUE	
111	\$ 22,393	JAN
282	\$ 58,331	FEB
137	\$ 37,487	MAR
208	\$ 48,515	APRIL
231	\$ 63,479	MAY
209	\$ 84,473	JUNE
228	\$ 56,508	JULY
227	\$ 59,399	AUG
233	\$ 81,554	SEPT
210	\$ 57,228	OCT
181	\$ 37,918	NOV
-	\$ -	DEC
2,257	607,285	2019

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
NOVEMBER 11TH, 2019

1. Call to Order

The meeting was called to order by Jon Heasley at 6:00 PM.

2. Roll Call

Present: Jon Heasley, Nancy Stoddard, Liz Emmons, Julie Heasley, Kris Jordan

Absent: Mayor Rob Britigan, Doug Fooy, Nancy Eaton

A motion was made by Julie Heasley to excuse the absences of Mayor Britigan, Commissioner Doug Fooy and Nancy Eaton. Nancy Stoddard supported this motion

Ayes: All

Motion Carried.

3. Approval of Minutes of September 30th, 2019

A motion was made by Nancy Stoddard to approve the minutes from the meeting on September 30th, 2019. Liz Emmons supported this motion.

Ayes: All

Motion Carried

4. New Business

A. Matt Ervin – Sound Stage Needs.

Matt was not present, but the KAC reviewed his email regarding sound/equipment needs at the stage. Jon Heasley stated that Matt is the professional and he is inclined to take his advice on sound needs provided we have the money. Nancy Stoddard noted that now there is a \$10,000 surplus in the KAC budget. Jon would like to replace the two transmitter body packs per Matt's recommendation. Jon would also like to replace the microphones with the Galaxy Audio ESM3 system from the Guitar Center. Jon would like to know how many of the microphones are needed. Jon also wondered if there is any market for what we currently own and could it be sold. Kris Jordan will follow up with Matt Ervin on these questions.

B. Director's Report

Kris Jordan reviewed her director's report with the KAC.

Kris met with some of the chairpersons last week.

Outdoor Theatre: Ken Holda would like to come back. Claudia Britigan is going to follow up with Zac Thompson to see if he is interested in returning for the youth show. If Zac isn't interested, Kris has resumes and Ken would probably have recommendations. Claudia and Kris agree that the director should be hired by February. Ken would like to do Mama Mia. Claudia, Ken and Kris are going to the Theatre Kalamazoo meeting this coming week. Chester Emmons has offered to do the food the next time we need to host the Theatre Kalamazoo meeting. Claudia has been in contact with Zen Campbell for the 40th anniversary Kindleberger Festival adult show. Zen wants a list of directors that have participated in the past so she can ask them for assistance. A "show review" of previous year's shows is being considered for the 40th anniversary.

Website: Work on the website will be Kris' focus for the next couple of weeks. She would like to get as much on the website as possible. She would like the ability for citizens to upload photos onto the website. Kris asked Julie Heasley if she would like on-line sales for Bingo for Bags. Julie would like that.

Concert Series: We have one replacement for Concert Series Chairperson. Josh Garcia is a musician and a middle school teacher here in Parchment. Jon Heasley has a lead for a Bob Seger tribute band. Jon would like some level of approval on Kris' part for the concert choices for the first year. There is a possibility for a Kalamazoo Kids in Tune performance on Festival Day.

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
NOVEMBER 11TH, 2019 – Page 2

B. Director's Report, continued.

5K: Micki Rossio has agreed to co-chair the 5K. Kris is waiting to hear from Karen Conner Beck and Stephanie Winter to see if they would like to assist.

Kids area: Liz Emmons has a contact that does "Clue Ventures" vacations. She is considering having this contact do a form of a scavenger hunt for the kids' area in the park on Festival day. Holly Evans will be out of town on festival day and Liz will be looking for more help in the kids' area.

Arts and Crafts: Nancy Eaton is updating the registration form for the arts and crafts show.

Parade: Levi Pierpont is updating the registration form for the parade. A letter of invitation to Terese and Don Banner will be sent for Grand Marshal. Jon Heasley would like to give the Kalamazoo Corvette Club a sponsorship for their donation/use of their Corvettes in the parade annually.

Food Vendors: Chester Emmons suggested having the vendors obtain a "season" fee for food trucks for multiple events. Jon Heasley asked if we feel like we are pushing the non-profit organizations out by using food trucks. Liz Emmons noted that the Cub Scouts still participate, and that Grad Bash was up there this past year. The food vendor applications might be added to the website.

Miscellaneous: Kris needs new stationary. Nancy Stoddard wants to make sure it can be used down the road. She would like it to be run past her before it is ordered. Kris presented her idea. Nancy Stoddard approved it. Rolling Z racks – Kris needs rolling racks for costume storage at the water plant. Kris likes the space and thinks it will be fantastic.

A motion was made by Nancy Stoddard to purchase the clothing racks for storage at the water plant. This was supported by Liz Emmons.

Ayes: All

Motion Carried.

Pickle Ball Tournament: Jon Heasley stated that the pickle ball tournament will be held on the Festival Day, all day. Kris Jordan asked him to make sure to work around the 5K. Since the Festival is on 7/11 this year, Kris is going to check to see if the 7/11 convenience store will participate. There is a possibility for Yoga in the park early on Festival morning. T-shirts are an idea that was discussed. Nancy Stoddard does not support the idea of t-shirts. There are many in the basement from Festivals in years past. Kris Jordan would like to see them.

C. Upjohn Grant Update

Nancy Stoddard was happy to report that we received the grant from the Upjohn Institute and the amount was more than last year.

5. Old Business

A. Beer tent

Jon spoke with the Fountains about having a beer tent in their parking lot the Friday before Festival, paired with the Friday night event. Jon would like to use it as a fund raiser. The Fountains holds the liquor license. Jon stated that Mayor Britigan is okay with the idea provided it isn't in the park, nor on the city streets. Food trucks would be allowed. Kris Jordan is okay with it provided it is contained and there is no cross-over into the park. It would need to be fenced and secure. Nancy Stoddard asked if there would be music, and the answer was yes. Deanna Phillips wanted more lighting for the corn hole tournament. Jon Heasley will investigate further.

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
NOVEMBER 11TH, 2019 – Page 3

6. Member Comments

Nancy Stoddard: No Comment

Julie Heasley: Thanked the KAC for having her.

Liz Emmons – Also thanked the KAC for having her.

Jon Heasley – Welcomed Liz and Julie to their first meeting. He hopes that the next meeting will be better attended.

7. Adjournment

There being no further business to come before the KAC, Nancy Stoddard made a motion to adjourn the meeting at 6:54 PM.

8. Next Meeting

The next meeting of the Kindleberger Arts Commission will be held on Monday, December 9th at 6:00 PM.

ACCT. NUMBER: XXXX XXXX XXXX 1546

CREDIT LIMIT	15,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	5,372.00	MINIMUM PAYMENT DUE	5,372.00
AVAILABLE CREDIT	9,628.00	PAYMENT DUE DATE	12-23-19

CORPORATE ACCOUNT ACTIVITY

CITY OF PARCHMENT
XXXX-XXXX-XXXX-1546

TOTAL CORPORATE ACTIVITY
\$3,055.09 CR

Post Date	Trans Date	Reference Number	Transaction Description	Amount
11-22	11-22		AUTO PAYMENT DEDUCTION	3,055.09 CR

INDIVIDUAL CARDHOLDER ACTIVITY

PHIL WOLTHUIS
XXXX-XXXX-XXXX-1793

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$10.60	\$2,734.35	\$0.00	\$2,723.75

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
11-08	11-06	05436849311200039453249	MARTIN SPRING & DRIVE, 269-345-7091 MI		2,452.76
11-14	11-12	85179249317980005541040	STEENSMA LAWN AND POWE PLAINWELL MI		101.50
11-25	11-21	02305379326100079210903	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		10.60 CR
11-25	11-21	02305379326100079210820	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		180.09

BILL CAHILL
XXXX-XXXX-XXXX-1801

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$615.53	\$0.00	\$615.53

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
11-14	11-12	02305379317100073353742	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		79.85
11-15	11-14	55446419318839920161276	FERGUSON WTRWRKS #3393 2693831200 MI		535.68

JIM DUBY
XXXX-XXXX-XXXX-1892

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$77.48	\$0.00	\$77.48

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
11-11	11-08	55421359313627188660408	MULDERS LANDSCAPE SUPP KALAMAZOO MI		44.00
11-15	11-13	02305379318100073239668	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		33.48

CAMRON J BOEKHOVEN
XXXX-XXXX-XXXX-9114

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$556.91	\$0.00	\$556.91

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
11-14	11-12	85179249317980005541008	STEENSMA LAWN AND POWE PLAINWELL MI		105.77
11-21	11-20	05436849325600030471351	MARTIN SPRING & DRIVE, 269-345-7091 MI		451.14

NANCY R STODDARD
XXXX-XXXX-XXXX-7241

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$878.17	\$0.00	\$878.17

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
11-19	11-19	55432869323200530015797	SERVER SUPPLY.COM INC 516-334-7700 NY		778.17
11-20	11-19	85500599323900016800128	MICHIGAN MUNICIPAL LEA 734-662-3246 MI		100.00

SHANNON STUTZ
XXXX-XXXX-XXXX-0473

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$520.16	\$0.00	\$520.16

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
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ACCT. NUMBER: XXXX XXXX XXXX 1546

CREDIT LIMIT	15,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	5,372.00	MINIMUM PAYMENT DUE	5,372.00
AVAILABLE CREDIT	9,628.00	PAYMENT DUE DATE	12-23-19

INDIVIDUAL CARDHOLDER ACTIVITY

11-08	11-07	55429509311637914050380	PIXELVINE 8007340751 MI	71.25
11-11	11-11	55432869315200655305569	SPECTRUM 855-707-7328 MO	74.98
11-14	11-13	55429509317637220259463	PIXELVINE 8007340751 MI	65.00
11-15	11-14	05410199318105120162000	QUILL CORPORATION 800-982-3400 SC	112.96
11-25	11-22	75454919326900017100019	CROWN TROPHY #104 PORTAGE MI	96.00
11-26	11-26	55432869330200215291326	SPECTRUM 855-707-7328 MO	99.97

KALAMAZOO AREA TRANSPORTATION STUDY POLICY COMMITTEE
DRAFT Minutes of the October 30, 2019 Meeting

CALL TO ORDER

The October 30, 2019 Policy Committee Meeting was called to order by Chair Randy Thompson at 9:03 a.m.

INTRODUCTIONS

Introductions were made by all present.

ROLL CALL

Meeting attendance was recorded on the sign-in sheet.

MEMBERS PRESENT

Curtis Aardema
Dan Bishop
Rob Britigan
Marsha Drouin, Treasurer
Dusty Farmer
Jim Frederick
John Gisler
Jeff Heppler
Carl Keller
Greg Kinney
Nicolette Leigh
Tracey Locey
Sarah Moyer-Cale
Pete Pfeiffer
Patricia Randall
Paul Schincariol
Randy Thompson, Chair
Don Ulsh
Jerry VanderRoest
Mark Worden

Central County Transportation Authority
Village of Lawton
City of Parchment
Richland Township
Oshtemo Township
Cooper Township
Kalamazoo County
Village of Augusta
Village of Vicksburg
Van Buren County Road Commission
Kalamazoo Township
Brady Township
Village of Paw Paw
Michigan Department of Transportation, TSC
City of Portage
Van Buren County Road Commissioners
Comstock Township
Schoolcraft Township
Charleston Township
Road Commission of Kalamazoo County

MEMBERS ABSENT

David Anderson
Carol Daly
Pamela Goodacre
Don Mayle
Jon Speeter
Tom Swiat

City of Kalamazoo
Village of Mattawan
Kalamazoo County Transportation Authority
MDOT, Planning
Pavillion Township
Prairie Ronde Township

OTHERS PRESENT

Deb Buchholtz
Jason Gatlin
Sean McBride
Fred Nagler
Elizabeth Rumick
Jon Start
Steve Stepek

Road Commission of Kalamazoo County Board
Wakeshma Township
Metro
KATS
KATS
KATS
KATS

CHANGES OR ADDITIONS TO THE AGENDA

No changes or additions to the agenda were requested.

APPROVAL OF THE AGENDA

MOTION by Ulsh, SECOND by Drouin, *"to approve the agenda of the October 30, 2019 Policy Committee Meeting."* MOTION APPROVED.

CITIZENS' COMMENTS

No citizens' comments were made.

CONSENT AGENDA

MOTION by Heppler, SECOND by Drouin, *"to accept and approve the items on the Consent Agenda as listed."* MOTION APPROVED.

FY 2020 – 2023 TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENTS

Start referred to the amendments included in the meeting packet, showing project additions, abandonments and amendments. The Fiscal Year 2020 S Avenue Safety Project has a corrected cost estimate of \$1,495,000. The federal cost is remaining the same at \$495,000 and Road Commission of Kalamazoo County will be making up the additional \$295,000. Although this change has not yet gone through the Technical Committee, they have been notified, and don't appear to have any issues.

MOTION by Aardema, SECOND by Heppler, *"to approve the FY 2020-2023 Transportation Improvement Program Amendments."* MOTION APPROVED.

FY 2020 TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENT SCHEDULE

Referring to the schedule that was included in the meeting packet, Start stated the schedule continues the every other month pattern to coordinate with the Michigan Department of Transportation and Federal Highway Administration.

MOTION by Locey, SECOND by Ulsh, *"to approve the FY 2020 Transportation Improvement Program Amendment Schedule."* MOTION APPROVED.

PUBLIC TRANSPORTATION UPDATES

Aardema reported the Central County Transportation Authority (CCTA) Youth Mobility Program sponsored by the City of Kalamazoo and the Foundation for Excellence which funds bus passes for Kalamazoo Public School high school students is going well. Ridership is high and adjustments are being made to routes and buses to address capacity concerns. Nearly 30,000 rides were given from September through most of October. CCTA is reimbursed by the Foundation for Excellence at the student rate for each ride, as tracked by Student ID. CCTA is considering a 0.9 millage request, although still working to finalize the rate increase.

Ulsh mentioned CCTA could work with Kalamazoo Regional Educational Service Agency (KRESA) to connect various job sites for students. McBride has met with KRESA.

Drouin asked if CCTA would consider moving into additional communities such as Richland and Schoolcraft to assist students with transportation needs. Aardema explained CCTA boundaries don't extend that far, but could explore using Metro Connect on-demand service, or van-type vehicles that could become a shuttle service.

EXECUTIVE DIRECTOR'S REPORT

Start stated the City of Kalamazoo street planning process conducted a work session meeting last week at The Foundry which Stepek noted was well attended. The Michigan Association of Planning organized walking tours to gain public ideas and feedback on the planning process. There will be at least two more meetings. Aardema added Central County Transportation Authority/ Metro attended

and the city will create a proposed plan of action incorporating public feedback and professional design, sometime next year.

Kalamazoo Area Transportation Study presented the Integrated Infrastructure Map Tool to the Technical Committee. With more project data, the tool should provide a platform for better coordination of water, private utility, sewer, and road and bridge projects.

The final Fall Asset Management Council Infrastructure Summit will be in Lawrence on November 12, 2019. Registration is handled by John Egelhaaf.

Kalamazoo Area Transportation Study will be undergoing their second Certification Review by the Federal Highway Administration and the Federal Transit Administration beginning on November 12, 2019. The U.S. Department of Transportation letter is included in the packet.

NEW BUSINESS

No new business was brought forth.

CITIZEN COMMENTS

No citizens' comments were made.

MEMBER COMMENTS

Randall invited attendees to the City of Portage open house reception today from 4:00 p.m. – 6:00 p.m. at City Hall, for Portage City Manager, Larry Shaffer's retirement. His last day is Friday November 1, 2019 although he will be around another month. Joe LaMargo was hired as his replacement.

Pfeiffer reported there were four significant Michigan Department of Transportation construction projects in the Kalamazoo Area Transportation Study area for the year and they are substantially complete:

1. US131 resurfacing between Milham and M43. Including extensive ramp work at M43 and I94 and totally removing poor concrete pavement under overpasses.
2. Stadium Drive between Seneca and Howard. Including concrete pavement repair on outside lanes and resurfacing interior lanes.
3. Four bridge projects on I94 at Miller, Business Loop I94, 35th and 38th. Including repair and maintenance.
4. M43 bridge over the Kalamazoo River. Including patching, sealing, concrete repair.

Kinney updated that the Van Buren County Road Commission's deadline to apply for Managing Director was October 24, 2019. Six candidates were selected to interview. Open to the public, beginning at 4:00 p.m. both days, four interviews will be held on November 6, 2019 and two on November 7, 2019.

Britigan stated the City of Kalamazoo is proceeding with replacement of lead service lines in the City of Parchment, which creates some temporary local road closures but will be wrapped up soon.

Worden reported D Avenue in Cooper Township will not be completed this season due to the Rieth-Riley labor strike. Riverview in Cooper Township will be completed shortly. The Road Commission has a full barn of salt and is recruiting CDL drivers.

Frederick expressed concern that the City of Kalamazoo's shared street plan is resulting in pedestrians in crosswalks, walking out in front of vehicles. The bollard-style signs also may become flying obstacles if hit.

Gisler commented that Kalamazoo Regional Educational Service Agency (KRESA) has been responsible for Career and Technical Education (CTE) for the last 20-30 years, and got us to a point

where a systemic redesign of the CTE program is needed. KRESA is asking for money to fix it, but maybe someone other than KRESA should fix it.

ADJOURNMENT

There being no other business, Chair Randy Thompson adjourned the October 30, 2019 Policy Committee Meeting at 9:36 a. m.

Next Meeting: Wednesday, November 20, 2019 - 9:00 a.m.

DRAFT

**LICENSE AGREEMENT TO TAKE BORING SAMPLES AND INSTALL MONITORING
WELLS ON PARCHMENT PROPERTY**

This License Agreement to Take Boring Samples and Install Monitoring Wells on Parchment Property ("Agreement") is made as of the latest date of signature set forth on the signature page, by and among the City of Parchment ("City"), a Home Rule City, whose address is 650 South Riverview Drive, Parchment, MI 49004; River Reach Partners, LLC, whose address is 5555 DTC Parkway, Suite A3000, Greenwood Village, CO 80111 "RR" and Tetra Tech, Inc. ("Tetra Tech"), whose address is 710 Avis Drive, Suite 100, Ann Arbor, MI 48108, is as follows:

RECITALS

WHEREAS, there is a potential for PFAS and other environmental impacts associated with the former Crown Vantage wastewater treatment settling basins and Mill 2 areas; and

WHEREAS, Georgia-Pacific, Inc. ("GP"), has received concurrence by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to complete the former Crown Vantage facilities investigation (Investigation) as outlined in the *Site Investigation Work Plan, Former Crown Vantage Facilities, Parchment, Michigan* (Work Plan) to complete soil borings and to collect soil, surface water, and groundwater samples for the purpose of evaluating the nature and extent of potential surface and subsurface environmental impacts at the former Crown Vantage facilities; and

WHEREAS, GP has hired Tetra Tech to complete soil borings and to collect soil, surface water, and groundwater samples for the purpose of evaluating the nature and extent of potential surface and subsurface environmental impacts at the former Crown Vantage facilities; and

WHEREAS, Tetra Tech wishes to obtain permission from the City and RR to complete soil borings and to collect soil, surface water, and groundwater samples on certain real property owned by RR that is covered by a Purchase Agreement between RR, as seller, and the City, as buyer ("RR Property"); and

WHEREAS, the City and RR are willing to permit Tetra Tech to complete soil borings and to collect soil, surface water, and groundwater samples on RR property subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and the Agreement itself, IT IS HEREBY AGREED, for good and valuable consideration, the receipt of which is acknowledged:

1. License. The City and RR each grants to Tetra Tech, its employees, subcontractors and representatives a license (the "License Rights") to complete soil borings and to collect soil, surface water, and groundwater samples on the RR Property, at the locations set forth on the map attached hereto and incorporated as Exhibit A, and as described in the document attached hereto and incorporated as Exhibit B ("Approved Work"). No other person is authorized to have access to the RR Property or exercise Tetra Tech's License Rights on its

behalf, including GP. Tetra Tech shall not acquire any rights to ownership or occupancy of the RR Property and shall not record this Agreement or any memorandum or similar document noting the existence of this Agreement with the Kalamazoo County Register of Deeds or similar office of public records. The costs of completing soil borings, taking soil, surface water, and groundwater samples, removal and appropriate disposal of all waste generated, and all other expenses associated with the Approved Work performed on the RR Property, shall be borne solely by Tetra Tech and without cost whatsoever to the City or RR.

2. Notice and Rights. Tetra Tech will give the City reasonable notice (at least 24 hours) of any planned activities on the RR Property. The City and RR, and each of their respective environmental consultants and subcontractors, will be allowed to accompany Tetra Tech during Tetra Tech's access to the RR Property and will be allowed to split samples with Tetra Tech.

3. Permits. Tetra Tech hereby represents, warrants and covenants to and with the City and RR that Tetra Tech has obtained or will obtain all proper licenses, permits and approvals to conduct the Approved Work.

4. Non-interference; Restoration of Property. Tetra Tech shall exercise its rights of access to the RR Property and shall conduct the Approved Work without unreasonably interfering with the operations or activities of the City or RR. If the City or RR's buildings, fences, landscaping, pavement or other property or structures at the RR Property are damaged by Tetra Tech or its agents, Tetra Tech shall promptly repair such damage and restore the RR Property to substantially the same condition as it was in before the damage.

5. Compliance with Work Plan and Industry Standards. All work performed including, but not limited to, soil borings, soil samples, surface water samples, and groundwater samples shall be completed according to the Work Plan. Tetra Tech agrees that the Approved Work performed by it at the RR Property shall be conducted in accordance with all requirements of law and in a manner consistent with the professional level of care and skill exercised by environmental engineers pursuant to the industry practices under similar circumstances. Tetra Tech shall protect the RR Property and keep the title free and clear of and from any and all mechanics', laborers', materialmen's, and other liens, claims, clouds, and encumbrances in any manner arising from or growing out of any use or occupancy of the RR Property.

6. Storage, Removal and Disposal of Groundwater Samples. Groundwater taken from monitoring wells set forth in Exhibit A shall be caught and containerized. Containerized groundwater shall be promptly removed from the site and disposed at an authorized waste facility.

7. Storage, Removal and Disposal of Soil Samples. Soil samples collected from the boring locations shown in Exhibit A shall be containerized. Soil samples shall be promptly removed from the site and disposed at an authorized waste facility.

8. Storage of Equipment Onsite. The City and RR grant Tetra Tech permission to stage and store equipment associated with the Investigation on the RR Property in the event that a soil boring cannot be completed by the end of a work day. Equipment which may be kept at the soil boring location overnight may include, drill rigs, support trucks and trailers, and well

construction materials. Tetra Tech and its subcontractors will assume liability for any damage or theft of equipment.

9. Assumption of Risk; Waiver and Release. Tetra Tech acknowledges and agrees that the RR Property likely contains many abandoned and dilapidated buildings and other structures as well as chemicals, environmental conditions and below grade hazards that may be dangerous to persons entering the RR Property and may require special expertise and experience to identify and manage ("Hazardous Conditions"). Tetra Tech further acknowledges and agrees that the City has not been in possession of the RR Property for over ten (10) years, and, therefore, has no knowledge of Hazardous Conditions and is unable to advise Tetra Tech regarding the same. Tetra Tech acknowledges and agrees that the City is not making any representation or warranty with respect to the condition of the RR Property or the existence or non-existence of any Hazardous Conditions, and Tetra Tech will exercise its License Rights and enter the RR Property at its own risk. Tetra Tech will only utilize personnel who are trained and experienced with the identification and management of Hazardous Conditions when accessing the RR Property and executing the Approved Work. Tetra Tech, on behalf of itself and all of its directors, shareholders, employees and agents hereby releases, acquits, waives and forever discharges the City, the City Commission, and all City officials, employees, agents or representatives ("Released Parties") of and from any and all actions, causes of action, claims or damages, costs, losses, expenses, compensation, consequential damage or any other liability whatsoever that any of the Released Parties now has or could have with respect to any thing or matter, including without limitation, any Hazardous Condition or other condition at the RR Property, whether concealed or visible, latent or patent.

10. Testing Results. Tetra Tech shall promptly share with the City and RR test results for all soil, surface water, and groundwater samples taken from the site (at no cost to the City or RR). The City and RR will be allowed to receive copies of Tetra Tech's survey data, field notes, test results and similar information gathered on, or related to, the RR Property and its geologic, hydrogeologic, topographical, environmental or similar features. Tetra Tech will provide the City and RR with copies of all such information at no charge to the City or RR upon request of the City or RR. Tetra Tech agrees to provide the City with copies of any written reports related to the RR Property at least three business days prior to such report being filed with, or otherwise provided to, EGLE or any other regulatory agency or authority.

11. Term. This Agreement shall remain in full force and effect until September 30, 2020, except that the City shall have the sole and absolute right in its discretion to terminate this Agreement at any time for any reason or no reason upon notice to Tetra Tech. Following expiration or termination of this Agreement, Tetra Tech shall promptly (but in any event within 30 days following expiration or termination) remove all of its property from the RR Property, return any keys or similar items to the City, repair any damage to the RR Property caused by Tetra Tech or its agents, and, if so requested by the City, properly abandon any wells that it may have installed at the RR Property ("Proper Abandonment"). Following Proper Abandonment, the parties shall have no further obligation to each other except for indemnification and confidentiality as set forth in paragraphs 14 and 15 of this Agreement.

12. Insurance. Tetra Tech shall maintain liability insurance at all times in an amount satisfactory to the City and RR during the term of this Agreement. The City and RR shall be an

additional named insured on Tetra Tech's liability insurance, and Tetra Tech shall deliver certificates reflecting such coverage promptly following execution of this Agreement.

13. Non-Employees of City and RR. Employees and representatives of Tetra Tech are not employees of the City or RR nor independent contractors of the City or RR and shall not represent themselves as employees, agents or representatives of the City or RR.

14. Indemnity. Tetra Tech agrees to indemnify and hold harmless the City and RR, the City Commission and all City officials, employees, agents and/or representatives from any and all claims, lawsuits, demands and actions, including costs of litigation and actual attorney's fees, of any kind or nature, by reason of Tetra Tech's use or maintenance of the premises completing soil borings, collecting soil, surface water, groundwater samples, or disposal of groundwater or soil samples, including where an allegation of joint liability is made or found.

15. Confidentiality. Tetra Tech shall keep confidential the results of all Approved Work performed at the RR Property. It is understood, however, that the results of the Investigation will be filed with EGLE (but only after being previously delivered to the City and RR pursuant to the terms of paragraph 10 of this Agreement), and provided further that all parties will be allowed to make any disclosures required by legal process or other requirement of law. In addition, Tetra Tech agrees that it shall only use the information and data collected pursuant to the Approved Work in connection with the preparation and filing of reports related to the Investigation and not for any other purpose.

16. Revocation. In the event of any breach by Tetra Tech of this Agreement or any Federal, State, County or local law or regulation, the City or RR may terminate this Agreement upon notice to Tetra Tech.

17. Renewal. This Agreement may be renewed on such terms and conditions as are agreed upon by the parties. Tetra Tech shall give the City and RR notice 30 days before the end of this Agreement of its intent to renew.

18. No Assignment. Tetra Tech understands that this Agreement may not be assigned, transferred or otherwise conveyed to any party without the prior written consent of the Parchment City and RR Commission.

19. Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by facsimile transmission or by first-class mail, postage prepaid, to the address of the parties as set forth below, or such other address as shall be furnished by the respective parties after the execution of this contract:

CITY: City Clerk
City of Parchment
650 South Riverview Drive
Parchment, MI 49004

RIVER REACH: River Reach Partners, LLC
5555 DTC Parkway, Suite A3000
Greenwood Village, CO 80111

TETRA TECH:

Tetra Tech, Inc.
710 Avis Drive, Suite 100
Ann Arbor, MI 48108

20. Non-Modification. This Agreement may not be modified except in writing signed by all parties. Any purported oral modification by practice shall be deemed null, void and of no force and effect.

21. Severability. Should any term, provision, clause, or part of this contract be held void, illegal or unenforceable by a court of competent jurisdiction, such holding shall only affect that term, provision, clause or part held void, illegal or unenforceable and shall not affect in any way the validity or enforceability of any term, provision, clause or part of this contract.

22. Integration Clause. This contract contains the entire agreement and understanding of the parties in respect to the subject matter of this contract shall be deemed fully integrated.

23. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

24. Effective Date. This contract shall take force and effect on the latest date of signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

CITY OF PARCHMENT

Date

By: Robert D. Britigan
Its: Mayor

CITY OF PARCHMENT

Date

By: Shannon Stutz
Its: Clerk

RIVER REACH PARTNERS, LLC

Date

By:
Its:

TETRA TECH, INC.

Date

By: Lesa Sweet Richardson
Its: Operations Manager, Ann Arbor, MI

ACKNOWLEDGEMENT AND AGREEMENT BY GEORGIA-PACIFIC, INC.

Georgia-Pacific, Inc. ("GP") acknowledges that the parties have entered into this License Agreement to Take Boring Samples and Install Monitoring Wells on Parchment Property and further acknowledges and agrees that the City would not have entered into the Agreement without the promises and inducements of GP as set forth below (all of which shall survive expiration or termination of this Agreement):

a. Responsibility for Tetra Tech. GP agrees that it will be responsible for any breach of the Agreement by Tetra Tech, and hereby further agrees to indemnify and hold the City harmless from and against any losses, damages, costs or similar adverse consequences related to any such breach by Tetra Tech.

b. Confidentiality. GP shall keep confidential the results of all Approved Work performed at the RR Property and shall only use the information and data collected pursuant to the Approved Work in connection with the preparation and filing of reports related to the Investigation and not for any other purpose.

c. Waiver and Release. GP hereby releases, acquits, waives and forever discharges the City, the City Commission, and all City officials, employees, agents, or representatives (the "Released Parties") of and from any and all actions, causes of action, or claims for damages, costs, losses, expenses, compensation, consequential damage or any other liability whatsoever (collectively, "Claims") that GP now has or could have against any Released Party with respect to any thing or matter, including without limitation any Claim with respect to (i) the existing or pre-existing condition of the RR Property, or contribution for environmental clean-up costs, investigation costs or other remediation efforts or costs at the RR Property, or (ii) any Hazardous Condition or other condition at the RR Property, whether concealed or visible, latent or patent, except to the extent that the Claim is based on contamination or a condition at the RR Property actually caused by a Released Party.

IN WITNESS WHEREOF, GP has executed this Acknowledgement and Agreement by its duly authorized agent.

GEORGIA-PACIFIC, INC.

Date

By:
Its:

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