



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

June 7, 2021 - Virtual

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan

Commissioner Holly Evans

Commissioner Richard Bagley

Commissioner Robin Madaras

Commissioner Doug Fooy

Commissioner Michael Conner

Officers

City Manager Nancy R. Stoddard

City Attorney Robert Soltis

City Treasurer/Clerk Shannon Stutz

1. Call to Order

2. Roll Call (including location address of each Commission member)

3. Approval of Minutes

From the City Commission Virtual Meeting Minutes of May 17, 2021

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:

- *State your name and address for the records*
- *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. 1439 – approve
- ii. Kindleberger Park Reservation Pavilion 4 – Jackson Birthday Party – approve
- iii. Kindleberger Park Reservation Pavilion 1 – Carlson Birthday Party – approve
- iv. Kindleberger Park Reservation Stage, Blanchard Dance Recital/Private Carnival – approve
- v. Kindleberger Park Reservation Pavilion 4 – Walker Graduation Party - approve
- vi. KABA May 2021 Report – receive
- vii. KATS Policy Meeting Minutes, April 28, 2021 - receive

7. Unfinished Business

8. New Business

- A. Innovation Center – Craig Thornton - receive
- B. Community Policing Survey and Grant Presentation – Chief Ergang- receive
- C. Buy/Sell Agreements from LC Howard and Global Remediation and Environmental Services – receive
- D. Recommendation from the Planning Commission to approve Planned Unit Development - approve
- E. Resolution to Adopt FY 2022 Budget - approve
- F. Resolution Establishing FY 2022 Millage Rate, Headlee Rollback - approve

9. 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.

10. Mayor and Commissioner Comments

11. City Manager Comments

12. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY MAY 17, 2021.

1. Call to order

Mayor Britigan called the meeting to order via Zoom (online due to Coronavirus shutdown) at 7:00 p.m.

2. Roll Call.

Present: Mayor Britigan (at 5200 E Cork St.), Vice Mayor Jordan (at 904 Parchmount), Commissioners Bagley (at 1606 East G Ave), Conner (at 1150 Parchmount), Evans (at 221 Espanola), Fooy (at 415 E Glenguille), and Madaras (at 815 Parchmount). Treasurer/Clerk Stutz, Attorney Soltis.

Absent: None.

3. Minutes

Moved by Commissioner Conner, supported by Commissioner Madaras to approve the amended minutes of the May 3, 2021 Regular Meeting. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Fooy, Jordan, and Madaras.
Nays: None.
Absent: None.
Abstain: None.

Motion Carried 7-0.

4. Additions or changes to the agenda.

Remove item 8.A.Police Presentation. Moved by Vice Mayor Jordan, supported by Commissioner Evans to approve the change to the agenda. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Fooy, Jordan, and Madaras.
Nays: None.
Absent: None.
Abstain: None.

Motion Carried 7-0.

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Moved by Commissioner Evans, supported by Commissioner Conner to receive the consent agenda items. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Fooy, Jordan, and Madaras.
Nays: None.
Absent: None.
Abstain: None.

Motion Carried 7-0.

7. Unfinished Business

None.

8. New Business

A. 2021-2022 Budget – adoption. Mayor Britigan began by noting the public hearing for the budget took place last meeting, that the budget reflects previous adjustments and a changed KSF budget, in addition to the new sewer surcharge rate to be implemented on the October 1 bill. Moved by Vice Mayor Jordan, supported by Commissioner Fooy to approve the City's 2021-2022 Budget as proposed. Mayor Britigan thanked the City Manager and staff for revising it as directed, and appreciate their guidance in the process. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Fooy, Jordan, and Madaras.
Nays: None.
Absent: None.
Abstain: None.

Motion Carried 7-0.

B. Scottish Festival Agreement - approve. Mayor Britigan introduced Attorney Soltis who has been working on the agreement with the festival group. Attorney Soltis mentioned this would be the first festival in the park that is not Kindleberger Summer Festival. He went on to say that it permits the use of the park during the weekend of September 10-12,

2021 and it is a license agreement (as opposed to a lease which implies tenancy). Attorney Soltis went over the agreement point by point, explaining each part, including Exhibit A (a map showing where events and things would be held). He added he thought this is an opportunity to showcase the lovely park. Questions arose regarding where portable restrooms would be and what part of Maple would be closed. Moved by Commissioner Fooy, supported by Commissioner Conner to approve the Scottish Festival agreement as written, subject to adding email contacts, and coordinating road closings and portable restroom placement with City staff. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Fooy, Jordan, and Madaras.
Nays: None.
Absent: None.
Abstain: None.

Motion Carried 7-0.

C. KABA Representative – appoint. Mayor Britigan explained that because of other time commitments, our City Commission needs a new representative to attend KABA meetings which are the third Tuesday of the month at 2 pm. He recommends Commissioner Madaras, with Commissioner Conner still being the secondary rep. Moved by Commissioner Evans, supported by Commissioner Bagley, to appoint Commissioner Madaras as the KABA representative. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Fooy, Jordan, and Madaras.
Nays: None.
Absent: None.
Abstain: None.

Motion Carried 7-0.

D. Personnel Committee, City Manager Contract Addendum – approve. Mayor Britigan reported that this addendum renews the City Manager contract for a third year. Commissioner Fooy, representing the Personnel Committee, noted there is no payroll increase, only an additional week of vacation and the ability to have the unused days paid out at the end of the term. He added that the committee thought Nancy Stoddard has done a good job while here, that she is worth the extra incentive offered. He also noted that her dedication to the city was immeasurable. Commissioner Conner added that he felt City Manager Stoddard was not going to take advantage of the city in any way. Discussion continued, centering around PTO and sick time. Moved by Commissioner Fooy, supported by Commissioner Conner to approve the City Manager contract addendum as written. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Fooy, Jordan, and Madaras.
Nays: None.
Absent: None.
Abstain: None.

Motion Carried 7-0.

9. Citizen Comments

None.

10. Mayor and Commissioner Comments

Commissioner Bagley asked about the hole in the fence of the mill property, saying it was still there.

Commissioner Evans thanked city staff for the budget, and said she was excited for two festivals in the park this summer.

Commissioner Fooy thanked the personnel committee, saying he was glad the commission signed the City Manager for a couple more years, adding that she is an asset to this community.

Mayor Britigan encouraged all to write to their representatives about HB 4722 to oppose short term rentals. He then expressed condolences to the family of Jim Strehlow on his passing, recalling his 28 years in Parchment Schools and as a fixture on the “chain gang” for Friday night football games. He also extended thoughts and prayers to Wendy Fleckenstein who is battling heart issues at Spectrum hospital.

11. City Manager Comments/Reports

Nothing reported from Treasurer/Clerk Stutz.

12. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Conner and supported by all to adjourn the meeting at 8:23 p.m.

Shannon Stutz, City Clerk



City of Parchment
Check Register Report
Warrant 1439

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
36383	05/24/2021	MOLLY ANDREWS	Election Worker-May 4, 2021	135.00
36384	05/24/2021	CLAUDIA BRITIGAN	Reimb Expenses - KSF	350.00
36385	05/24/2021	DEBORAH BROWN	Arts & Crafts Refund-KSF	40.00
36386	05/24/2021	CINTAS	Uniform Rental & Towels	358.34
36387	05/24/2021	SARA COLLISON	Election Worker-May 4, 2021	135.00
36388	05/24/2021	COMPANION LIFE	Life & AD&D Ins-May	57.00
36389	05/24/2021	CONSUMERS ENERGY	Monthly Citywide Energy Use	3,186.68
36390	05/24/2021	CORNERSTONE TECHNOLOGIES	Contract 5/4-6/3 & Overage 2/4	314.06
36391	05/24/2021	JEANNE DRENTH	Election Worker-May 4, 2021	135.00
36392	05/24/2021	ENGINEERED PROTECTION SYSTEMS	Maint Bldg-6/1 to 8/31/21	175.50
36393	05/24/2021	FORD, KRIEKARD, SOLTIS & WISE	Gen'l & Police Matters - April	2,825.00
36394	05/24/2021	FRANCOTYP-POSTALIA, INC.	Rental- Postal Meter, Scale, Resets	213.06
36395	05/24/2021	KAREN HEASLEY	Election Worker-May 4, 2021	135.00
36396	05/24/2021	RALPH HERRICK	Election Worker-May 4, 2021	135.00
36397	05/24/2021	DERIC JORDAN	Election Worker-May 4, 2021	135.00
36398	05/24/2021	KALAMAZOO OIL CO.	Fuel Charges-4/16 to 4/30/21	309.93
36399	05/24/2021	KALAMAZOO TOWNSHIP	Police & Fire Services Contract-May	35,268.00
36400	05/24/2021	KENDALL ELECTRIC INC.	Street Light	110.44
36401	05/24/2021	MARANA GROUP	Trash Notices - April 2021	131.36
36402	05/24/2021	MLIVE MEDIA GROUP	Public Notices	197.14
36403	05/24/2021	MORTON SALT, INC.	110 Tons Winter Road Salt	7,836.54
36404	05/24/2021	NATIONAL HOSE TESTING SPEC.	2021 Ground Ladder Testing-Par	131.15
36405	05/24/2021	PARCHMENT SERVICE CENTER	Tire Repair-Ford F250	15.00
36406	05/24/2021	PREIN & NEWHOF	Sanitary Infrastructure-to 4/3	2,476.00
36407	05/24/2021	REPUBLIC SERVICES #249	City Wide Pickup-May	9,101.13
36408	05/24/2021	SBAM PLAN	Employe Ins-June 2021	9,962.17
36409	05/24/2021	NANCY STODDARD	Zoom-On Line Meeting Platform	15.89
36410	05/24/2021	ROSALIND STUTZ	Election Worker-May 4, 2021	135.00
36411	05/24/2021	RYANN STUTZ	Election Worker-May 4, 2021	135.00
36412	05/24/2021	VANDAM & KRUSINGA, INC	Board Up Additional Windows	4,330.00

Kindleberger Park Reservation Form

Sunken Garden/Gazebo (\$350 non-resident/\$250 resident) (3 hour block)
Includes \$100 refundable deposit

Stage (\$450 non-resident/\$300 resident) (3 hour block) *Includes \$100 deposit*

Picnic Pavilion 1 Upper (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 2 Upper (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 3 Upper (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 4 Lower (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 5 Lower (\$100 non-resident, \$50 resident) (4 hour block)

Name: Cinnamon Jackson Phone: 615-1914

Address: 300 Carolkwy #1217 Kalamazoo MI 49001

Email: cinnamon.jackson201394@gmail.com Alternate Phone: _____

Date of Event: 6-19-21 Time: 2:30-6:30pm

Type of event: Birthday Party

Approximate number of attendees: 40

Will there be music as part of your event? Yes

Name of DJ, musical performer, sound technician: home speaker

Decorations, rental chairs/tents/tables? Describe: decorations, chairs, tables

Name & address for deposit return: _____

Signature: on phone Date: 5-25-21

This reservation form is your receipt, confirming your reserved area. Should you experience any problem during your event, please contact the Kalamazoo Township Police Department at 269-488-8911.

FOR INTERNAL OFFICE USE:

Application received by: [Signature] Date: 5-25-21

Payment amount received: \$100 Receipt # 12136

Check # _____ Cash _____ Credit

APPROVAL

Signature _____ Date _____

Kindleberger Park Reservation Form

Sunken Garden/Gazebo (\$250 non-resident/\$150 resident) (3 hour block)
\$100 deposit required

Stage (\$350 non-resident/\$200 resident) (3 hour block) \$100 deposit required

- Picnic Pavilion 1** (\$100 non-resident, \$50 resident) (4 hour block)
 Picnic Pavilion 2 (\$100 non-resident, \$50 resident) (4 hour block)
 Picnic Pavilion 3 (\$100 non-resident, \$50 resident) (4 hour block)
 Picnic Pavilion 4 (\$100 non-resident, \$50 resident) (4 hour block)
 Picnic Pavilion 5 (\$100 non-resident, \$50 resident) (4 hour block)

Name: Megan Carlson Phone: 269-254-6710
Address: 5380 Keyes Drive Kalamazoo MI 49004
Email: megan.e.mclean@gmail.com Alternate Phone: 269-599-5213
Date of Event: 06/13/2021, Sunday Time: 12:00pm

Type of event: Birthday Party
Approximate number of attendees: 20-30
Will there be music as part of your event? bluetooth speaker/phone
Name of DJ, musical performer, sound technician: none

Decorations, rental chairs/tents/tables? Describe: some balloons and signs, tablecloths.
Name & address for deposit return: Megan Carlson, same as above

Megan Carlson
Signature

5/11/21
Date

*This reservation form is your receipt, confirming your reserved area.
Should you experience any problem during your event, please contact the
Kalamazoo Township Police Department at 269-488-8911.*

FOR INTERNAL OFFICE USE:

Application received by: KS Date: 5-14-21

Payment amount received: \$100 Receipt # 12125
Check # 3202 + Cash _____ Credit _____

APPROVAL: 3203

Signature

Date

Kindleberger Park Reservation Form

Sunken Garden/Gazebo (\$350 non-resident/\$250 resident) (3 hour block)
Includes \$100 refundable deposit

Stage (\$450 non-resident/\$300 resident) (3 hour block) Includes \$100 deposit

Picnic Pavilion 1 Upper (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 2 Upper (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 3 Upper (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 4 Lower (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 5 Lower (\$100 non-resident, \$50 resident) (4 hour block)

Name: HERMAN L. BLANCHARD Phone: (269) 547-2539

Address: 114 N. Riverview DR

Email: hblanchard@iclad.com Alternate Phone: (269) 266-6001

Date of Event: FAIR / CARNAVAL Time: 1:00 / 5:00

Type of event: JUNE 19, 2021

Approximate number of attendees: <u>25/50</u>	Juneteenth Celebration
Will there be music as part of your event? <u>YES</u>	5-12 yr olds dancing / performing
Name of DJ, musical performer, sound technician: <u>ME</u>	face painting snow cones on grounds
	Not for Profit

Decorations, rental chairs/tents/tables? Describe: Bring my own

Name & address for deposit return: HERMAN L. BLANCHARD
114 N. Riverview

Signature: [Handwritten Signature] Date: 5/13/2021

This reservation form is your receipt, confirming your reserved area. Should you experience any problem during your event, please contact the Kalamazoo Township Police Department at 269-488-8911.

FOR INTERNAL OFFICE USE:

Application received by: KS Date: 5-13-21

Payment amount received: \$300.00 Receipt # 12123

Check # _____ Cash _____ Credit X

APPROVAL _____

Signature _____ Date _____

Kindleberger Park Reservation Form

_____ **Sunken Garden/Gazebo** (\$350 non-resident/\$250 resident) (3 hour block)
Includes \$100 refundable deposit

_____ **Stage** (\$450 non-resident/\$300 resident) (3 hour block) *Includes \$100 deposit*

_____ **Picnic Pavilion 1 Upper** (\$100 non-resident, \$50 resident) (4 hour block)

_____ **Picnic Pavilion 2 Upper** (\$100 non-resident, \$50 resident) (4 hour block)

_____ **Picnic Pavilion 3 Upper** (\$100 non-resident, \$50 resident) (4 hour block)

Picnic Pavilion 4 Lower (\$100 non-resident, \$50 resident) (4 hour block)

_____ **Picnic Pavilion 5 Lower** (\$100 non-resident, \$50 resident) (4 hour block)

Name: Jennifer Walker Phone: 599-4881

Address: 1518 Reed (200 4900)

Email: walkerjen03@gmail.com Alternate Phone: _____

Date of Event: 7-18-21 Time: 2pm-6pm

Type of event: graduation open house

Approximate number of attendees: 100

Will there be music as part of your event? None

Name of DJ, musical performer, sound technician: _____

Decorations, rental chairs/tents/tables? Describe: paper decorations

Name & address for deposit return: _____

on phone Signature _____ Date 5-27-21

This reservation form is your receipt, confirming your reserved area. Should you experience any problem during your event, please contact the Kalamazoo Township Police Department at 269-488-8911.

FOR INTERNAL OFFICE USE:

Application received by: JS Date: 6-1-2021

Payment amount received: \$57 cash, \$43 credit Receipt # 12150

Check # _____ Cash _____ Credit _____

APPROVAL

Signature _____ Date _____



2021 MONTHLY PERMITS BY JURISDICTION

MONTH OF MAY 2021

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	10	\$ 16,353
COMSTOCK	ELECTRICAL	18	\$ 2,723
COMSTOCK	MECHANICAL	17	\$ 2,509
COMSTOCK	PLUMBING	10	\$ 1,539
COMSTOCK	SPECIAL - JURISDICTION	4	\$ 220
COMSTOCK	SPECIAL - HOMEOWNER	-	\$ -
TOTAL COMSTOCK		59	\$ 23,344
KALAMAZOO	BUILDING	16	\$ 2,460
KALAMAZOO	ELECTRICAL	10	\$ 1,376
KALAMAZOO	MECHANICAL	24	\$ 3,334
KALAMAZOO	PLUMBING	2	\$ 200
KALAMAZOO	SPECIAL - JURISDICTION	5	\$ 275
KALAMAZOO	SPECIAL - HOMEOWNER	-	\$ -
TOTAL KALAMAZOO		57	\$ 7,645
PARCHMENT	BUILDING	-	\$ -
PARCHMENT	ELECTRICAL	1	\$ 111
PARCHMENT	MECHANICAL	2	\$ 226
PARCHMENT	PLUMBING	1	\$ 265
PARCHMENT	SPECIAL - JURISDICTION	1	\$ 55
PARCHMENT	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PARCHMENT		5	\$ 657
PINE GROVE	BUILDING	6	\$ 2,138
PINE GROVE	ELECTRICAL	7	\$ 1,158
PINE GROVE	MECHANICAL	5	\$ 917
PINE GROVE	PLUMBING	1	\$ 208
PINE GROVE	SPECIAL - JURISDICTION	1	\$ 55
PINE GROVE	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PINE GROVE		20	\$ 4,476
RICHLAND	BUILDING	7	\$ 7,408
RICHLAND	ELECTRICAL	16	\$ 3,118
RICHLAND	MECHANICAL	9	\$ 1,665
RICHLAND	PLUMBING	9	\$ 2,205
RICHLAND	SPECIAL - JURISDICTION	-	\$ -
RICHLAND	SPECIAL - HOMEOWNER	-	\$ -
TOTAL RICHLAND		41	\$ 14,396
RICHLAND VILLAGE	BUILDING	1	\$ 1,212
RICHLAND VILLAGE	ELECTRICAL	1	\$ 115
RICHLAND VILLAGE	MECHANICAL	3	\$ 415
RICHLAND VILLAGE	PLUMBING	1	\$ 100
RICHLAND VILLAGE	SPECIAL - JURISDICTION	-	\$ -
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	-	\$ -
TOTAL RICHLAND VILLAGE		6	\$ 1,842
TOTAL		188	\$ 52,359.50

MAY 2020	% PREV YEAR MONTH
\$ 42,490	123.2%

PERMITS	PERMITS
MAY 2020	% 2020 - YTD
190	99%



2021 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: MAY 2021

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	75	\$ 64,692
COMSTOCK	ELECTRICAL	72	\$ 12,870
COMSTOCK	MECHANICAL	68	\$ 12,254
COMSTOCK	PLUMBING	36	\$ 6,886
COMSTOCK	SPECIAL - JURISDICTION	15	\$ 825
COMSTOCK	SPECIAL - HOMEOWNER	5	\$ 275
TOTAL COMSTOCK		271	\$ 97,802
KALAMAZOO	BUILDING	73	\$ 12,598
KALAMAZOO	ELECTRICAL	68	\$ 10,688
KALAMAZOO	MECHANICAL	112	\$ 21,732
KALAMAZOO	PLUMBING	44	\$ 5,772
KALAMAZOO	SPECIAL - JURISDICTION	27	\$ 1,540
KALAMAZOO	SPECIAL - HOMEOWNER	7	\$ 385
TOTAL KALAMAZOO		331	\$ 52,715
PARCHMENT	BUILDING	3	\$ 520
PARCHMENT	ELECTRICAL	11	\$ 2,081
PARCHMENT	MECHANICAL	9	\$ 6,986
PARCHMENT	PLUMBING	2	\$ 674
PARCHMENT	SPECIAL - JURISDICTION	2	\$ 110
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		27	\$ 10,371
PINE GROVE	BUILDING	26	\$ 13,743
PINE GROVE	ELECTRICAL	18	\$ 2,481
PINE GROVE	MECHANICAL	20	\$ 3,443
PINE GROVE	PLUMBING	9	\$ 1,890
PINE GROVE	SPECIAL - JURISDICTION	3	\$ 165
PINE GROVE	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PINE GROVE		76	\$ 21,722
RICHLAND	BUILDING	53	\$ 81,508
RICHLAND	ELECTRICAL	61	\$ 15,601
RICHLAND	MECHANICAL	72	\$ 16,359
RICHLAND	PLUMBING	42	\$ 9,199
RICHLAND	SPECIAL - JURISDICTION	1	\$ 55
RICHLAND	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL RICHLAND		230	\$ 122,777
RICHLAND VILLAGE	BUILDING	5	\$ 2,102
RICHLAND VILLAGE	ELECTRICAL	6	\$ 809
RICHLAND VILLAGE	MECHANICAL	8	\$ 1,071
RICHLAND VILLAGE	PLUMBING	4	\$ 535
RICHLAND VILLAGE	SPECIAL - JURISDICTION	0	\$ -
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	0	\$ -
TOTAL RICHLAND VILLAGE		23	\$ 4,517
TOTAL KABA	YTD	958	309,903

REVENUE	REVENUE
YTD - MAY 2020	% 2020 - YTD
\$ 136,113	227.7%

REVENUE
% 2021 YTD BUDGET
1.2%

PERMITS	PERMITS
YTD - MAY 2020	% 2020 - YTD
611	156.8%

2021 MONTHLY CUMULATIVE TOTALS			
# PERMITS	REVENUE		
185	\$	91,435	JAN
157	\$	41,412	FEB
201	\$	73,173	MAR
227	\$	51,524	APRIL
188	\$	52,360	MAY
-	\$	-	JUNE
-	\$	-	JULY
-	\$	-	AUG
-	\$	-	SEPT
-	\$	-	OCT
-	\$	-	NOV
-	\$	-	DEC
958	\$	309,903	2021

Property Maintenance Inspections

06/01/2021

Parchment

Special Permit

Permit #	Job Address	Parcel Number	Owner	Contractor	Date Entere	Fee Total Due
PS21-18-025	415 GLENDALE BLVD	06-02-180-680	RAPACZ STANLEY & M		03/16/2021	55.00

✓

Work Description: Property Maintenance request from Parchment

Property Maint. Re-inspection Completed: 05/10/2021

Property Maintenance Inspectio Completed: 03/18/2021

Total Permits: 1

Total Fees Due: \$55.00

Population: All Records

GovernmentUnitList.UnitCode =

18 AND

Permit.Type = Special

Permit.AND

Permit.Status = HOLD (FEE)

AND

Permit.Category = Jurisdiction

Request AND

Parcel.ParcelNumber Starts With 6

KALAMAZOO AREA TRANSPORTATION STUDY POLICY COMMITTEE

Minutes of the April 28, 2021 Meeting

CALL TO ORDER

The April 28, 2021 Policy Committee Meeting was called to order remotely in accordance with Kalamazoo County State of Emergency Declaration, by Chair Randy Thompson at 9:02 a.m.

INTRODUCTIONS

Participants in the meeting stated name and location from which he/she is attending the meeting remotely.

ROLL CALL

Remote meeting attendance was recorded on the sign-in sheet.

MEMBERS PARTICIPATING

	<u>Agency</u>	<u>Call-In Location</u>
Curtis Aardema	Central County Transportation Authority	City of Portage
Thomas Brennan	Road Commission of Kalamazoo County	City of Kalamazoo
Rob Britigan	City of Parchment	Comstock Township
Marsha Drouin, Treasurer	Richland Township	Richland Township
Jeff Franklin	Michigan Department of Transportation, Planning	Drummond Island Township
John Gisler	Kalamazoo County	Pavilion Township
Libby Heiny-Cogswell, Vice Chair	Oshtemo Township	Arvada, CO
Jeff Heppler	Village of Augusta	Village of Augusta
Lisa Imus	Village of Lawton	Village of Lawton
Martin Janssen	Kalamazoo County Transportation Authority	Comstock Township
Joanna Johnson	Road Commission of Kalamazoo County	City of Kalamazoo
Sarah Joshi	City of Galesburg	City of Galesburg
Greg Kinney	Van Buren County Road Commission	Village of Decatur
Amy Lipset	Michigan Department of Transportation, TSC	City of Kalamazoo
Tracy Locey	Brady Township	Brady Township
Sherine Miller	Kalamazoo Township	Kalamazoo Township
Sarah Moyer-Cale	Village of Paw Paw	Village of Paw Paw
Dennis Olson	Village of Vicksburg	Village of Vicksburg
Chris Praedel	City of Kalamazoo	City of Kalamazoo
Patricia Randall	City of Portage	City of Portage
Jeff Sorensen	Cooper Township	Cooper Township
Paul Sotherland	KATS Citizens Advisory Committee	Kalamazoo Township
Randy Thompson, Chair	Comstock Township	Kalamazoo
Don Ulsh	Schoolcraft Township	Schoolcraft Township
Jerry VanderRoest	Charleston Township	Charleston Township

MEMBERS ABSENT

Carol Daly	<u>Agency</u> Village of Mattawan
Jason Gatlin	Wakeshma Township
Nick Loeks	Texas Township

OTHERS PARTICIPATING

	<u>Agency</u>
Paul Ecklund	Southwest Michigan Disability Network
Megan Mickelson	Kalamazoo Area Transportation Study
Fred Nagler	Kalamazoo Area Transportation Study
Elizabeth Rumick	Kalamazoo Area Transportation Study
Steve Stepek	Kalamazoo Area Transportation Study
Paul Selden	Bike Friendly Kalamazoo
Ali Townsend	Kalamazoo Area Transportation Study

CHANGES OR ADDITIONS TO THE AGENDA

No changes or additions to the agenda were requested.

APPROVAL OF THE AGENDA

MOTION by Drouin, SECOND by Heppler, ***“to approve the agenda of the April 28, 2021 Policy Committee Meeting.”*** MOTION APPROVED.

PUBLIC COMMENTS

No public comments were made.

CONSENT AGENDA

- ACCEPTANCE OF THE TREASURER’S REPORT
- ACCEPTANCE OF THE TECHNICAL COMMITTEE REPORT (APRIL 8, 2021)
- ACCEPTANCE OF THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL REPORT
- APPROVAL OF THE MINUTES FROM THE MARCH 31, 2021 MEETING

MOTION by Aardema, SECOND by Praedel, ***“to accept and approve the items on the Consent Agenda.”*** MOTION APPROVED.

FISCAL YEAR 2020-2023 TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENTS

Stepek stated that the Transportation Improvement Program (TIP) Amendments are included in the meeting packet and explained in the meeting memo of the packet. The KATS Prioritization Subcommittee met and recommended allocating the COVID Relief funding to 4 projects. Two projects are already programmed and two projects would be future amendment requests.

Included in the amendment packet:

- FY 2022 Sprinkle Road from N Avenue to I-94, \$427,666 to offset local costs.
- FY 2023, Portage Rd from E Centre Avenue to Romence Road, \$730,000 to offset additional costs due to Pfizer expansion.

Future amendment request:

- Two small agency projects at \$200,000 each, which will allow KATS to meet the adopted goals set forth in the prioritization process. KATS is working with the Village of Augusta and the Village of Schoolcraft on project details. They will be included in a future TIP amendment request.

The other amendment is a small segment of the Kalamazoo River Valley Trailway that was previously approved with the adoption of the FY20-23 TIP but ran into issues with the railroad. The project is now being programmed with the Michigan Department of Transportation (MDOT). Aardema asked the location of the trail segment. Stepek responded it is from Eagle Drive in Galesburg north to the High School. Heppler asked if KATS will pursue completion of the related crossing at M-96 in Augusta. Stepek explained the process is ongoing and current decisions between Amtrak and The Office of Rail at MDOT will guide progress on future projects.

MOTION by Sorensen, SECOND by Drouin, ***“to approve the Fiscal Year 2020-2023 Transportation Improvement Program Amendments.”*** MOTION APPROVED.

FINANCE AND PERSONNEL SUBCOMMITTEE REPORT ON FISCAL YEAR 2022 SALARY ADJUSTMENTS

Stepek reported the meeting minute memo from the Finance and Personnel Subcommittee is included in the packet. The Subcommittee agreed with Stepek’s recommendations for KATS Staff and went into closed session to determine the Executive Director salary adjustment of 2.5%.

MOTION by Britigan, SECOND by Janssen, ***“to approve the Fiscal Year 2022 Salary Adjustments as recommended by the Finance and Personnel Subcommittee.”*** MOTION APPROVED.

FY 2022 UNIFIED PLANNING WORK PROGRAM

Stepek referred to the Kalamazoo Area Transportation Study (KATS) FY 2022 Unified Planning Work Program included in the meeting materials and presented last month for comment. The Technical Committee and KATS Staff recommend approval of the Work Program. Drouin asked what the changes were to the Work Program. Stepek responded the changes were minor with the principal change being the addition of verbiage for the System Performance Report in the Metropolitan Transportation Plan work item.

MOTION by Drouin, SECOND by Sorensen, ***“to approve the FY 2022 Unified Planning Work Program.”*** MOTION APPROVED.

FREEDOM OF INFORMATION PROCEDURES AND DOCUMENTS

Stepek referred to the Kalamazoo Area Transportation Study (KATS) Freedom of Information Procedures and Documents draft included in the packet. The draft documents were presented last month and sent to several member agencies for comment. KATS thanks those agencies that submitted feedback. All recommended comments were incorporated.

MOTION by Sorensen, SECOND by Miller, ***“to approve the Freedom of Information Procedures and Documents.”*** MOTION APPROVED.

PUBLIC TRANSPORTATION UPDATES

Aardema reported there are temporary Metro fixed-service route reductions resulting from a bus driver shortage. Metro staff is meeting essential service demand. The Kalamazoo Central

Transportation Authority (KCTA) and Central County Transportation Authority Board has set the millage levy amounts. The KCTA levy amount continues to be below the allowable amount. More information can be found on kmetro.com. Metro is preparing to conduct procurement processes over the summer for its Comprehensive Operational Analysis. This analysis is completed every 10 years. The final report from the last analysis, conducted in 2010, is available on the kmetro.com website under resources/documents. Public comments and feedback will be solicited for the analysis. Drouin asked if a November millage request is still planned and if so, what the amount will be. Aardema answered the KCTA county-wide millage request is still planned for November. The current KCTA levy is .3131 and no significant changes are expected. Aardema will follow-up with the proposed new levy.

EXECUTIVE DIRECTOR'S REPORT

Steppek reported two letters are included in the meeting packet from Kalamazoo Area Transportation Study (KATS) to Congressman Fred Upton for project funding consideration. Potential funding would be provided through the surface transportation reauthorization (earmark) process and the Community Project Funding (CPF) initiative. Agencies that let KATS know of their projects received a support letter for their applications in a very short turnaround time. Stepek reminded agencies to please continue sending contributed service timesheets to KATS. Non-Motorized draft chapters of the KATS Metropolitan Transportation Plan have been posted to katsmpo.org for review and feedback.

NEW BUSINESS

No new business was brought forth.

PUBLIC COMMENTS

No public comments were made.

MEMBER COMMENTS

Lipset for the Michigan Department of Transportation, announced that Portage Road at I-94 will be closed and detoured this coming weekend to remove the eastbound I-94 bridge. Drouin asked if information could be shared with attendees to pass along to the public. Lipset shared the following information and press release in the meeting chat. The same information was also emailed to all Policy Committee members.

I-94 Information and Press Release

From Amy Lipset: Most of the work will be during the day (7am to 7pm), the City noise restrictions are 10pm to 7am, we don't foresee much night work besides the structure removals. The contractor has been working with the cities on their noise restrictions for any night work.

Press Release:

Portage Road to close for I-94 bridge demolition

Fast facts:

- Portage Road will be closed and detoured at I-94 for bridge demolition from Friday, April 30, to Monday, May 3.
- MDOT is widening 2.7 miles of I-94 from four to six lanes between Lovers Lane and Sprinkle Road in Kalamazoo.

- The two-year project is an \$87 million investment connecting several I-94 expansion projects from west of US-131 to Sprinkle Road completed since 2008.

April 27, 2021 -- The next step in the Michigan Department of Transportation (MDOT) project to widen I-94 from four to six lanes from Lovers Lane to Sprinkle Road in Kalamazoo is demolishing the eastbound I-94 bridge over Portage Road.

Portage Road will be closed at I-94 and detoured on Kilgore Road and Kilgore Service Drive from 8 p.m. Friday, April 30, through 6 a.m. Monday, May 3. This work is weather dependent.

MDOT is investing \$87 million to widen 2.7 miles of I-94 and rebuild the Portage Road interchange with a new alignment known as a single-point urban interchange (SPUI), similar to the I-94/Westnedge Avenue interchange. The project also includes rebuilding four bridges and one culvert, traffic signal upgrades, new signs, freeway lighting, and noise barrier installation.

This \$87 million investment will connect expansion work completed in previous years along the corridor. A video explaining the project is available on MDOT's YouTube channel.

Praedel thanked neighboring municipalities for signing the water agreement with the City of Kalamazoo. The Kalamazoo Downtown Street Conversion project update was included in the March meeting minutes, emailed to all KATS area agencies, and is available below. The City plans to continue in-house mill and overlay on 15 local streets. Eighteen local streets will be chip-sealed under the City's asphalt preservation program.

Kalamazoo City Commission Business Meeting February 15, 2021

Randall representing the City of Portage, reported a noise complaint received by a citizen in the Kilgore/Lovers Lane area and asked if the Michigan Department of Transportation can provide noise mitigation during construction. Lipset from MDOT will follow up on expected hours and days of the week of construction and whether construction will occur at night.

Sorensen reported the Kalamazoo County Chapter of the Michigan Township Association annual golf outing will be held June 25, 2021 at the Crestview Golf Club starting at 9:00 a.m.

Miller expressed appreciation for the efforts and quick turnaround time to apply for Congressman Upton's Community Project Funding and hopes funding is granted.

Heiny-Cogswell appreciated Praedel's comment on the signing the City of Kalamazoo water agreement. On May 11, 2021, Oshtemo Township will hold a discussion on Capital Project Planning including sidewalks and non-motorized.

Drouin reminded attendees to support election staff, many of whom are on edge, for next Tuesday's May 4, 2021 election. Drouin asked the Michigan Department of Transportation to follow-up on why there are still lights sitting at 33rd Street and M-96 in Richland Township.

Aardema added the KCTA county-wide levy is currently .3131 and the allowable levy is .3145. Aardema later emailed a correction that the allowable millage is .3415.

Gisler passed along a concerned citizen comment that there was no flag person for the Michigan Avenue construction project. Gisler invited attendees to his Kalamazoo Citizens for Responsible Government group meeting on May 3, 2021 at 8:30 a.m. at The Crew Restaurant on Cork Street. A Palisades Nuclear Plant representative will discuss the anticipated plant shutdown scheduled for 2022 and the future of nuclear power.

Sotherland of KATS Citizens Advisory Committee mentioned with Heiny-Cogswell assistance, the Drake Farmstead Park in Oshtemo Township is scheduled for a soft opening, no event, on May 28, 2021. Sotherland asked Stepek to detail the process for development of the KATS non-motorized plan element. Stepek responded KATS is in discussion with federal partners and the non-motorized plan is out for comment. Public engagement is planned for July. Comments will be incorporated. The document will be assembled in August and presented for adoption in September or October. Stepek clarified further that the plan is first presented to the Technical Committee for recommendation to the Policy Committee.

Heppler thanked the Committee for assistance in obtaining a grant to repair Augusta Drive in the Village of Augusta.

Thompson stated Comstock Township will hold a ribbon cutting ceremony for Merrill Park improvements near the Fire Fighter Memorial at the park entrance on May 26, 2021 at 4:30 p.m. The VFW Memorial Day parade will be held this year on May 31, 2021 for the first time in two years. The parade begins at 11:00 a.m. Gathering in Merrill Park will follow the parade. Thompson announced the Supervisor's meeting will be held today at 10:30 a.m.

Selden of Bike Friendly Kalamazoo (BFK) reminded attendees of the upcoming Bike Week scheduled for May 8, 2021 - May 15, 2021 and highlighted the following virtual presentations that will occur:

- May 11, 2021. The Office of Highway Safety Planning and the University of Michigan will present a webinar on crash facts.
- May 12, 2021. A fast-paced round-up of bicycling developments will be held.
- May 13, 2021. The Michigan Department of Transportation (MDOT) will present a statewide overview of bicycling.

ADJOURNMENT

Chair Thompson adjourned the April 28, 2021 Policy Committee Meeting at 9:52 a.m.

Next Meeting: Wednesday, May 26, 2021 - 9:00 a.m.



BUY AND SELL AGREEMENT FOR VACANT LAND

Office of Ted Vliek Real Estate, REALTOR®

Portage (city), Michigan Phone: 269 720 4462 Fax:

Email: tedvliekjr@gmail.com Offer Date: 5-10-2021 (time)

- 1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the REALTOR named above is acting as (choose one):
2. Buyer's Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the City of Parchment, Kalamazoo, County, Michigan, commonly known as vacant land AKA "the waste ponds" at the North West corner of the Paper Mill site identified on exhibit A

Permanent Parcel Number 06-03-201-001 and legally described as follows:

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Property", except the following: sale does not include the building or water treatment area North of this site

- 3. Purchase Price. The purchase price for the Property is: Twenty thousand dollars

Dollars (\$20,000.00).

- 4. Terms of Payment. The purchase price shall be paid at the closing as indicated by "X" below (other unmarked terms of purchase do not apply):

- X Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in this agreement.
New Mortgage. The Buyer shall pay the full purchase price to Seller upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified in this Agreement, contingent upon Buyer's ability to obtain a type year mortgage loan in the amount of \$ bearing interest at a rate no greater than % per annum. Buyer shall apply for the mortgage load immediately and accept it promptly if tendered. If Buyer does not deliver to Seller on or before (date), proof that Buyer has accepted a mortgage loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and terminate this Agreement by written notice to Buyer, unless Buyer has waived this contingency in writing, prior to the date indicated in this paragraph.
Land Contract. Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS Land Contract form upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$ and payment of the balance \$ in installments of \$ or more, at Buyer's option, including interest at the rate of % per annum computed monthly, interest to start on date of closing, and first payment to become due days after date of closing. The entire unpaid balance will become due and payable months after closing. Seller understands that consummation of the sale or transfer of the Property shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Property are subject, unless otherwise agreed to by the lender or required by law or regulation.

Additional Provisions:

Buyer will grant easement on land adjacent to the river for a scenic walking/ bike path and cooperate with the City in developing a natural screen between the parking lot and the river

- 5. Survey (select one of the following):
A new survey:
ALTA showing all easements of record, improvements, and encroachments, if any, and completed to the most current ALTA/ACMS minimum requirements; or
boundary survey with iron corner stakes and with all easements of record, improvements, and encroachments (if any);
A recertified survey;
X An existing survey shall be provided by Buyer X Seller as soon as possible after the later to occur of (i) the title insurance commitment reference in this Agreement is delivered to the party responsible for the survey; and (ii) Buyer's right to terminate under this Agreement is waived or deemed to have been waived. If the survey reveals a matter that materially and adversely affects the value of the Property or Buyer's intended use of the Property, Buyer shall have the right to terminate this Agreement by giving Seller written notice within () calendar days after copies of both the survey and title commitment referenced in this Agreement are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. Other:

6. Title Insurance. At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date, and shall be delivered as soon as feasible thereafter. If any matter disclosed by the title commitment adversely and materially affects the value of the Property or Buyer's intended use of the Property, Buyer shall have the right to terminate this Agreement by giving Seller written notice within thirty (30) calendar days after copies of both the title commitment and survey referenced in this Agreement above are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed in the title commitment that is in the form of an encumbrance that is liquidated in amount and that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this Section so long as Seller discharges such encumbrance at the closing. Other:

7. Inspections. By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following:

- No Inspections Soil Borings Zoning Site Plan Approval Utilities Permitting Other (specify):

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within 90 calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

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

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

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

9. Property Taxes. Seller shall pay delinquent personal property taxes. The current year's property taxes will be paid as follows (choose one):

- No Proration: Buyer Seller shall pay taxes billed Summer _____ (year). Buyer Seller shall pay taxes billed Winter _____ (year).
- Calendar Year Proration (all taxes billed or to be billed in the year of closing). Calendar year tax levies will be estimated, if necessary, using taxable value on the day of closing, broken down to a per diem tax payment and prorated to day of closing with Seller paying for January 1 to day of closing.

Special Assessments, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the Effective Date of this Agreement shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the Effective Date of this Agreement shall be paid by Buyer. Other:

None Known

m A Buyer's Initials

Buyer's Initials

Seller's Initials

Seller's Initials

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

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

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

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

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

- a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
- b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
- c. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.
- d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- e. If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit C is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Property other than those described in Exhibit C (the "Leases"). Except as otherwise described in Exhibit C:
 - (1) All of the leases are in full force and effect, no party thereto is in material default there under, and none of them have been modified, amended or extended;
 - (2) No renewal or extension options have been granted to tenants;
 - (3) No tenant has an option to purchase the Property;
 - (4) The rents set forth are being collected on a current basis and there are no arrearages or advance payments in excess of one month;
 - (5) There are no security deposits, and
 - (6) No real estate brokerage commission will become payable under any existing arrangement upon exercise of any options or other rights to extend or renew the term of any lease or purchase of the Property.
- g. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.
- i. Other:

13. **Sidewalk Inspection.** If Property is in a municipality that requires a sidewalk inspection, Seller shall order the inspection and pay for any repairs deemed necessary by the municipality, so that the Property will be in compliance with any applicable sidewalk ordinance as of the closing date.

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.

15. Closing. The closing shall be held on or before August 15, 2021 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of _____ days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date.

16. Possession. Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:

- 17. Seller's Closing Obligations. At Closing, Seller shall deliver the following to Buyer:
a. The warranty deed, land contract or assignment of land contract required by this Agreement.
b. A bill of sale for any Personal Property (described in Exhibit "D").
c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
g. Payment of the County and State real estate transfer tax.
h. Any other documents required by this Agreement to be delivered by Seller.

- 18. Buyer's Closing Obligations. At Closing, Buyer shall deliver to Seller the following:
a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
c. Any other documents required by this Agreement to be delivered by Buyer.

19. 1031 Tax Deferred Exchange. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.

20. Notices. Any notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally, or by regular mail addressed to the parties at their addresses specified in the proximity of their signatures below, and any notices given by mail shall be deemed to have been given as of the day following the date of posting.

21. Additional Acts. Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the Closing as may become necessary to effectuate the transfers contemplated by this Agreement.

22. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

23. Earnest Money. Buyer gives Ted Vliek, REALTOR, 30 days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit \$ 5,000.00 with REALTOR [] with this offer [X] within 2 days after acceptance of this offer; OR [] upon acceptance of this offer, evidencing Buyer's good faith, to be held by the REALTOR and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling REALTOR may notify Buyer(s) and Seller(s) of REALTOR's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.

24. Disclosure of Price and Terms. The purchase price and the terms of this sale may be disclosed by the MLS Exchange, Inc., in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.

25. Credit Reports. Buyer consents that, if not otherwise prohibited, the REALTOR(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the REALTOR(s) by a credit reporting agency.

26. Advice of Counsel. Buyer acknowledges that the REALTOR has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

Handwritten initials in a box: m, T

Buyer's Initials

Two empty boxes for Seller's Initials

Seller's Initials

27. Environmental.

a. Notice to sellers, buyers, landlords and tenants (environmental risks).

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence.

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

b. Environmental reports and assessments.

- (1) Seller shall provide copies of any existing Environmental Assessments or reports involving the Property within 10 calendar days after the Effective Date.
- (2) Buyer shall be given access to the Property during normal business hours to perform an ASTM 1527 Phase 1 Site Assessment. Buyer shall pay 100% and Seller shall pay _____% of the cost of the Environmental Assessment. The Environmental Assessment shall be ordered by the Buyer Seller. The Environmental Assessment shall be completed within 45 calendar days after the Effective Date and shall be certified to _____. Seller shall promptly cooperate and request its tenants to cooperate with Buyer in completing the Environmental Assessment.
- (3) If an Environmental Assessment of the Property reveals recognized environmental conditions as defined by ASTM, then Buyer shall have the right to:
 - a. terminate this Agreement within 10 calendar days after receipt of the Environmental Assessment report; or
 - b. provide Seller with the Environmental Addendum (Seller's refusal to execute the Environmental Addendum within _____ days shall, at Buyer's option, terminate this Agreement); or
 - c. proceed with the purchase.
- (4) For residential housing units, Seller will attach either the Seller's acknowledgement Form Concerning Lead-Based Paint or a Lead-Based Paint Seller's Disclosure form, depending on whether the improvements were build prior to 1978 or 1978 or later.

c. Nondisclosure.

If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b. above, Buyer shall not disclose his/her Environmental Assessment report(s) to any third party. At Seller's request, Buyer shall provide copies of any Environmental Assessment report(s) to Seller.

d. Other:

28. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, Buyer Seller agrees to pay a brokerage fee of None. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Other:

29. Other Provisions:

The buyer shall have 45 days to assess the environmental reports and establish the costs involved to turn this vacant land into trailer parking, if costs exceed \$500,000.00 buyer has the right to void offer with no penalties

30. **Effective Date.** For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed.

31. Index of Exhibits.

Not Applicable	Attached	Seller to Furnish	Exhibit #	Subject
	X		A	Disclosure Regarding Real Estate Agency Relationships
	X		B	Income and Expense with respect to the operation of the Premises
	X		C	Written leases and any tenancies not arising out of written leases
	X		D	Service Contracts

Attached	Seller to Furnish	Exhibit #	Subject
		F	Addendum

32. By signing below, Buyer acknowledges having read and received a copy of this Agreement.

Witness: _____ Buyer: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Buyer: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Buyer's Address: _____ Bus. Phone: _____ Fax: _____
 _____ Email: _____

SELLER'S ACCEPTANCE

Date: _____ Time: _____

33. The above offer is hereby accepted:

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modifications, this becomes the Effective Date.

Seller gives REALTOR above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of counter offer, if any.

Witness: _____ Seller: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Seller: _____
(Note: Please sign as you wish your name to appear on the final papers.)

Seller's Address: _____ Bus. Phone: _____ Fax: _____
 _____ Email: _____

BUYER'S RECEIPT OF ACCEPTANCE

Date: MAY-13-2021, Time: 8:45

34. Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If the acceptance was subject to changes from Buyer's offer, Buyer agrees to accept those changes, all other terms and conditions remaining unchanged. If this Agreement is signed by Buyer without any modification, this becomes the Effective Date.

Witness: _____ Buyer: [Signature]
 Buyer: _____

SELLER'S RECEIPT OF ACCEPTANCE

Date: _____, Time: _____

35. Seller acknowledges receipt of a copy of Buyer's acceptance of the counter-offer (if Seller made a counter-offer)

Witness: _____ Seller: _____
 Seller: _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT is made as of the Effective Date, by and between Transferee and Transferor, based on the following facts:

A. **All of the capitalized terms in this Agreement are defined in Exhibit A attached to this Agreement.**

B. Transferor owns the Property.

C. Transferee wishes to purchase the Property from Transferor.

For good and valuable consideration, Transferor and Transferee agree:

1. **Purchase.** Transferor agrees to convey title to the Property to Transferee and Transferee agrees to accept the Property from Transferor on the terms and conditions set forth herein.

2. **No Purchase Price.** Transferee will not pay Transferor any monetary funds at Closing for the Property.

3. **Property Title and Survey Review.**

(a) **Property Conveyance.** Transferor agrees to convey title to the Property to Transferee by a quit claim deed.

(b) **Property Title Commitment.** As evidence of Transferor's title, Transferee will obtain prior to the Closing Date, at Transferee's expense, the Title Commitment.

(c) **Marketable Title.** The Title Commitment must show good and marketable title to the Property to be in Transferor's name, subject only to beneficial easements and restrictions of record that are acceptable to Transferee in its reasonable discretion and the requirements to be satisfied set forth in the Title Commitment and must disclose no other easements, restrictions or encumbrances whatsoever.

(d) **Survey.** Transferee may, at its expense, obtain the Survey prior to the Closing Date.

(e) **Property Defects.** Transferee may notify Transferor prior to the expiration of the Inspection Period if the Title Commitment discloses any Defects or if the Survey shows any Defects.

(f) **Defect Conveyance.** Transferor shall convey to Transferee any interests held by Transferor as a consequence of any title Defects as reasonably requested by Transferee.

(g) **Title Commitment Requirements and Removal of Defects.** If Transferor fails or refuses to satisfy the requirements set forth in the Title Commitment or remove any Defect before Closing (at Transferor's expense), then Transferee may: (i) proceed to Closing, waiving the Defect at issue; (ii) terminate this Agreement by written notice to Transferor, and neither Transferor nor Transferee will have any further liability to the other under this Agreement; or (iii) if mutually agreed, proceed to Closing and cure any Defect that is capable of being cured or satisfied by the payment of a sum certain (e.g., a mortgage or lien), and Transferor must pay the cost of such cure at the Closing.

4. **Inspection of Property.**

(a) **Inspections.** Transferee and Transferee's Agents may, from time to time, inspect the Property before the Closing, and may enter the Property to perform the inspections.

(b) **Termination for Any Reason.** Notwithstanding anything to the contrary in this Agreement, Transferee may, in its sole discretion, terminate this Agreement for any reason, including, without limitation, failure to obtain necessary corporate approvals, or for no reason at all on or before the expiration of the Inspection Period. Transferee's termination shall be effected by providing written notice of termination to Transferor prior to the expiration of the Due Diligence Period.

5. **Transferor's Representations and Warranties.** Transferor represents and warrants to Transferee, which representations and warranties will be true to and survive the Closing Date for 1 year, when they will automatically expire:

(a) **Claims.** Subject to the disclosures in Section 7 of this Agreement, to the Best of Transferor's knowledge, there are no claims, litigation, proceedings, inquiries, investigations, or disputes pending or threatened against or relating to the Property;

(b) **Condemnation.** To the Best of Transferor's knowledge, there are no pending or threatened condemnation proceedings against the whole or any part of the Property;

(c) **Compliance.** Subject to the presence of subsurface environmental conditions from historical activities, to the Best of Transferor's knowledge, the Property is free and clear of all violations of Applicable Law;

(d) **Written Agreements.** There are no agreements, contracts, or leases, written or oral, that affect the Property in any manner other than this Agreement and any agreements disclosed by the Title Commitment;

(e) **Authority.** Transferor, through each person executing this Agreement on its behalf, has full power and authority to enter into this Agreement, all necessary action to approve, execute, deliver, and perform this Agreement has been taken by Transferor, and this Agreement is the valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms;

(f) **Executive Order.** Transferor is not a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; is not listed in the annex to, and is not otherwise subject to the provisions of, the Executive Order; and is not acting on behalf of any person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order; and

(g) **Real Estate Brokers.** That no broker is involved in the transactions described in this Agreement who is entitled to a commission.

6. **Transferee's Representations and Warranties.** Transferee represents and warrants to Transferor, which representations and warranties will be true to and survive the Closing Date for 1 year, when they will automatically expire (except for Section 6(d), which continues to survive after 1 year):

(a) **Authority.** Transferee, through each person executing this Agreement on its behalf, has full power and authority to enter into this Agreement, all necessary action to approve, execute, deliver, and perform this Agreement has been taken by Transferee, and this Agreement is the valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms;

(b) **Executive Order.** Transferee is not a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; Transferee is not listed in the annex to, and is not otherwise subject to the provisions of the Executive Order; and Transferee is not acting on behalf of any person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order;

(c) **Real Estate Brokers.** That no broker is involved in the transactions described in this Agreement who is entitled to a commission; and

(d) **Trail Easements.** That it will cooperate and work in good faith with Transferor and the Charter Township of Cooper to establish trail easements within the Property in locations reasonably acceptable to Transferee.

7. **As-Is Condition of the Property; Notice of Facility Status; Release of Claims; Support for PFAS Response Activities.** Transferee will accept the Property in its "AS-IS WHERE IS" condition, with no representations or warranties concerning its condition or permitted use. Pursuant to Section 16(1) of Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101 *et seq.* ("**Part 201**"), Transferee is notified that the Property is a "facility" within the meaning of Section 1(s) of Part 201. Transferee acknowledges that Transferor has disclosed in accordance with applicable law (e.g. MCL 324.20116) and regulation that the Property has contamination, including PFAS constituents, as reflected in part in Tetra Tech's reports and test data in 2018-2021, on or emanating from the Property. Future remediation of PFAS in the vicinity of the Property may include consolidation of PFAS-containing materials on the Property, or other response activities, consistent with Part 201. Transferor agrees not to contest or in any way object to any such proposed response activity, provided the proposed activity is consistent with Part 201. This provision survives closing.

8. **Contingencies.** The obligation of each Party to close the transactions described in this Agreement is contingent upon:

(a) **Representations and Warranties.** All representations and warranties of the other Party set forth in this Agreement being true as of the Closing Date in all material respects;

(b) **Obligations.** The other Party having timely performed and complied in all material respects with all obligations and agreements to be performed or complied with before the Closing by the other Party under this Agreement;

(c) **Inspection Period.** Within the Inspection Period, Transferee's satisfaction, in its sole discretion, with its review and inspection of the inspections completed under Paragraph 4 of this Agreement.

If one or more of the contingencies set forth above is not satisfied, and the Party benefiting from such contingency or contingencies does not waive such contingency or contingencies, then in addition to any other right that Party may have, that Party may terminate this Agreement by a written notice to the other Party given before Closing, and neither Party will have any further liability to the other under this Agreement, except as expressly provided in this Agreement to the contrary.

9. **Closing.**

(a) **Time, Location and Escrow Closing.**

(i) The Closing will take place as soon as reasonably possible following the satisfaction of the conditions and contingencies set forth in this Agreement, but no later than 15 days after the expiration of the Inspection Period, or such later date as is mutually agreed upon by the Parties.

(ii) Within these limitations, the Closing will take place at the time and place and on the date as is mutually agreed upon by the Parties, and in the absence of such Agreement, on the last day permitted for Closing at the offices of Title Company.

(b) **Transferee Deliveries.** At the Closing, Transferee will sign and deliver the following:

(i) A closing statement setting forth the closing charges and any adjustments; and

(ii) Any other documents reasonably necessary or legally required to evidence the transactions described in this Agreement.

(c) **Transferor Deliveries.** At the Closing, Transferor will sign and deliver the following:

(i) Quit claim deed for the Property, in recordable form;

(ii) Affidavit(s) in the form prescribed by the Title Company for the removal of its standard printed exceptions from the title policy for the Property;

(iii) A certificate of non-foreign status;

(iv) A resolution or other evidence of authorization of the transactions described in this Agreement that are acceptable to the Title Company; and

(v) Any other documents reasonably necessary or legally required to evidence the transactions described in this Agreement.

(d) **Title Policy.** At the Closing, Transferee may, at its option, deliver, or cause to be delivered at its cost, an ALTA owner's title insurance policy that insures Transferee's title as required by Paragraph 3 above.

(e) **Delivery of Possession of the Property.** At the Closing, Transferor will deliver to Transferee actual physical possession of the Property, free of all tenants or other occupants, and in at least as good a condition as on the date of this Agreement, reasonable wear and tear excepted. Transferor shall deliver all keys to any locks on the Property to Transferee, including the keys to the locked gate on the Property.

(f) **Transferor Closing Costs.** At the Closing, Transferor must pay all recording and filing costs in connection with curing its title to the Property.

(g) **Transferee Closing Costs.** At the Closing, Transferee must pay: (i) the recording fees for the quit claim deed; (ii) any closing fee charged by the Title Company conducting the Closing; and (iii) the title insurance premium for the owner's policy of title insurance for the Property, if any.

(h) **Broker Fees.** If a broker, other than Broker, makes a claim for remuneration in connection with the Purchase, Transferor and Transferee each shall indemnify and hold harmless the other from any amount that the other may be required to pay to such broker that the other did not retain, including, reasonable attorneys' fees expended to defend against such a claim.

10. **Condemnation; Fire; Other Casualty.**

(a) **Transferor Notice to Transferee.** Transferor must promptly notify Transferee of any impending or actual condemnation proceedings against the whole or any part of the Property for which Transferor has actual notice or any fire or other casualty to the Property.

(b) **Transferee's Rights.** If any portion of the Property is threatened to be taken or is taken as a result of condemnation proceedings or is damaged as a result of casualty before the Closing, Transferee is entitled to:

(i) **Termination.** Terminate this Agreement by a written notice to Transferor within 10 days after receipt of notice of such proceedings or damage, and neither Party will have any further liability to the other under this Agreement; or

(ii) **Proceed to Closing.** Proceed to Closing as provided in this Agreement, agreeing to take the Property in its then-current condition, and Transferee is entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or such damage, and Transferor must assign those proceeds to Transferee at Closing under an assignment that is reasonably acceptable to Transferee.

11. **Default.** If a Party defaults in its obligations under this Agreement, and fails to cure such default within 5 business days following the date the non-defaulting Party gives the defaulting Party written notice of the default, then the non-defaulting Party may terminate this Agreement by notice to the defaulting Party, and be relieved from any further obligation to perform this Agreement. If the non-defaulting Party is Transferor, then after providing notice pursuant to this Section above, neither party shall have any further liability under this Agreement. If the non-defaulting party is Transferee, then (a) after providing the termination notice pursuant to this Section above; and (b) in addition to, or alternatively, Transferee may pursue any other right or remedy available at law or in equity, including, without limitation, injunctive relief and specific performance of this Agreement.

12. **Miscellaneous.**

(a) **Successors and Assigns.** This Agreement binds and benefits the Parties to this Agreement and their respective successors, heirs, assigns, executors, administrators and personal representatives. Transferee may freely assign this Agreement, but Transferee shall not be released from liability under this Agreement.

(b) **Notices.** All notices under this Agreement must be in writing and must be delivered to the Parties at their respective addresses set forth above, or at another address designated by like notice to one another.

(c) **Method of Notice.** Personal delivery, fax or mailing of a notice by certified mail, postage prepaid, or delivery by recognized overnight service will be sufficient notice.

(d) **Notice Effective.** Notice is effective upon receipt, if personally delivered or faxed, upon mailing, if mailed, or upon deposit with the overnight delivery service.

(e) **Transferee Legal Counsel.** The Parties recognize that Legal Counsel is representing Transferee in the transactions described in this Agreement.

(f) **Transferor Legal Counsel.** Transferor has hired independent legal counsel to represent Transferor in the transactions described in this Agreement.

(g) **Other Documents.** Legal Counsel has prepared this Agreement and may be called upon to prepare other documents necessary to close those transactions.

(h) **Construction.** No ambiguity or inconsistency in this Agreement will be construed against Transferee solely because Legal Counsel prepared this Agreement.

(i) **Timing.** Time is of the essence of this Agreement.

(j) **Weekends and Holidays.** If the date for Closing, for the delivery of a document, or for the giving of a notice, falls on a Saturday, Sunday or bank holiday, then it is automatically deferred to the next day that is not a Saturday, Sunday or bank holiday.

(k) **Written Amendments.** This Agreement may not be amended, altered, or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought.

(l) **Headings and Recitals.** The Paragraph, Subparagraph and other headings in this Agreement are for reference purposes only and should not in any way affect the meaning or interpretation of this Agreement.

(m) **Entire Agreement.** This Agreement and the exhibits to this Agreement contain all of the representations and statements by each party to the other and express the entire understanding between the parties with respect to the transactions contemplated by this Agreement.

(n) **Prior Communications.** All prior communications concerning the subject matter of this Agreement are merged in and replaced by this Agreement.

(o) **Counterparts.** The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which together constitute one and the same agreement.

Transferor and Transferee signed this Real Estate Purchase Agreement as of the dates set forth below.

Dated: _____, 2021

CITY OF PARCHMENT

By _____

Its _____

Transferor

Dated: _____, 2021

GLOBAL REMEDIATION AND

ENVIRONMENTAL SERVICES LLC,

By _____

Its _____

Transferee

21724188

EXHIBIT A

Definitions

"**Agreement**" means this Real Estate Purchase Agreement between Transferee and Transferor, dated as of the Effective Date.

"**ALTA**" means the American Land Title Association.

"**Applicable Law**" means all applicable laws, ordinances, orders, codes, rules, regulations, building and use restrictions, and other legal requirements.

"**Best of Transferor's knowledge**" means (a) the actual knowledge of any officer, director, member, manager or representative of Transferor; and (b) the knowledge a person identified in clause (a) would have had if such person were acting in a reasonably prudent manner.

"**Closing**" means the closing of the transactions contemplated under the Agreement.

"**Closing Date**" means the date the Closing occurs.

"**Defect**" means any exceptions listed on a title commitment not permitted by the Agreement or if a survey shows any deviation from apparent boundaries or represented acreage, violation of zoning ordinances or building and use restrictions, flood hazard area, encroachment or condition that in a Party's reasonable judgment could materially interfere with the Party's intended use of the Property.

"**Due Care Plan**" means a plan for a Party to meet its due care obligations at a Property imposed under MCL 324.20107a, as applicable and as amended from time to time.

"**Effective Date**" means the last date both Parties signed the Agreement and delivered the signed Agreement to the other Party.

"**Executive Order**" means the provisions of Executive Order No. 13224 by the U.S. Treasury Department Office of Foreign Asset Control.

"**Hazardous Substances**" means any hazardous substance or solid or hazardous waste related to the environment and human health (as those terms are defined in Applicable Laws), including, without limitation, petroleum and its derivatives, polychlorinated biphenyls, radon gas, urea formaldehyde foam insulation and asbestos.

"**Inspection Period**" means the period 45 days after the Effective Date or as earlier agreed upon by the Parties.

"**Legal Counsel**" means the law firm of Warner Norcross + Judd LLP.

"**MDEQ**" means the Michigan Department of Environmental Quality.

"**Part 201**" means Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101, et seq., as amended.

"**Party**" and "**Parties**" means individually, Transferee or Transferor, and collectively, means Transferee and Transferor.

"Property" means the real property located in the Charter Township of Cooper, Kalamazoo County, Michigan, described on **Exhibit B** attached to this Agreement, which includes the Property together with all the improvements, fixtures, easements, division rights, bonus division rights, redivision rights, hereditaments, and appurtenances associated with that real estate. Notwithstanding the foregoing, Transferee may elect by written notice to Transferor at least ten days prior to Closing to remove approximately 2 acres of land located in the vicinity of the old City of Parchment wastewater facility from the Property, which is located on the southern parcel of the Property, if permitted under Applicable Law.

"Purchase" means the transfer of real estate contemplated by this Agreement.

"Transferee" means Global Remediation and Environmental Services LLC, a Delaware limited liability company.

"Transferee's Agents" means agents, officers, directors, shareholders, members, managers, employees, affiliates, successors, subtenants, assigns, consultants, and designees of Transferee.

"Transferee Indemnified Parties" means Transferee or any Transferee's Agents.

"Transferor" means the City of Parchment, a Michigan _____, of _____.

"Transferor's Agents" means board members, elected officials, appointed officials, agents, officers, directors, shareholders, members, managers, employees, affiliates, successors, subtenants, assigns, consultants, and designees of Transferor.

"Survey" means a survey of the Property in the form required by Transferee.

"Title Commitment" means a title commitment or commitments from the Title Company to issue an owner's title insurance policy insuring Transferee in the amount as reasonably requested by Transferee, without the standard printed exceptions, that will be in the latest form approved by ALTA.

"Title Company" means Chicago Title Insurance Company, of 99 Monroe Avenue NW, Suite 901, Grand Rapids, Michigan 49503.

EXHIBIT B

Property

MEMORANDUM

To: Mayor Britigan, Vice-Mayor Jordan, and Commissioners

From: Kent DeBoer, Planning Commission

Date: June 4, 2021

Re: Planned Unit Development (PUD) Recommendation

Motion – Motion to approve the Planned Unit Development for the former mill property, owned by the City of Parchment.

The City of Parchment Planning Commission recommends that the Parchment City Commission approve the Planned Unit Development for the former mill property.

This will allow for greater flexibility in the regulation of land and encourages creative and imaginative design in development through the use of a Planned Unit Development. Mixed use zoning is within the plan. The PUD applies to all former mill property that is owned by the City of Parchment. Any parcels sold in this area are subject to the Planned Unit Development and may be used for recreational, non-commercial, commercial, residential, and/or light industrial purposes. This will further the vision and redevelopment strategies outlined in the Economic Redevelopment Plan set forth in the City of Parchment's Master Plan.

City of Parchment
2021-2022

Budget Resolution

At a regular meeting of the City Commission of the City of Parchment held on Monday, June 6, 2021 the following budget resolution was offered by Commissioner ____ and supported by Commissioner ____.

WHEREAS, the City Manager did submit to the City Commission a proposed budget estimating revenues and expenditures for the 2021-2022 fiscal year on April 19, 2021 as required by Chapter VII, Section 7.4 of the City Charter; and

WHEREAS, the City Commission in accordance with Act 621 Michigan Public Acts of 1978, did hold a public hearing on May 3, 2021 at 7:00 P.M. to receive citizen comment on the proposed budget as presented herein. A copy of the affidavit of publication is on file with the City Clerk.

NOW THEREFORE BE IT RESOLVED THAT, the City Commission of the City of Parchment, does hereby adopt said budget as represented herein; and

BE IT FURTHER RESOLVED, that the City Treasurer be authorized and directed to make such transfers between the various funds in accordance with the adoption of the budget; and

BE IT FURTHER RESOLVED, that the City Manager be authorized to transfer up to \$ 5,000.00 from any function of this budget to any other function of the budget within the same fund without further approval.

General Fund

Revenues		Expenditures	
Taxes/Fees	\$783,200	Legislative	43,265
State Sales Tax	200,000	Administration	389,500
Solid Waste Collect'ns	120,400	Legal Services	25,000
Other Revenues	28,000	Police Services	369,000
From Fund Balance	143,100	Fire Department	122,600
State Grants	130,000	Public Works Department	361,000
		Parks, Recreation & Culture	171,400
Total Revenues	\$1,582,100	Total Expenditures	\$1,481,765

City of Parchment
2021-2022

Major Street Fund

Revenues		Expenditures	
State Grants	\$163,900	Routine Maintenance	23,750
Transfers	0	Traffic Services	28,375
		Winter Maintenance	27,000
		Administration	19,700
		Capital	3,000
Total Revenues	\$142,800	Total Expenditures	\$101,825

Local Street Fund

Revenues		Expenditures	
State Grant/Interest	66,900	Routine Maintenance	24,500
Transfers	0	Traffic Services	20,900
		Winter Maintenance	26,900
		Administration	19,600
		Capital	3,000
Total Revenues	\$ 66,900	Total Expenditures	\$94,900

Brownfield Redevelopment Authority

Revenues		Expenditures	
Tax Revenue	\$158,717	Brownfield Debt Retirement	58,400
Transfers	0	Attorney Fees	0
		Administrative Overhead	40,700
Total Revenues	\$ 158,717	Total Expenditures	\$ 99,100

City of Parchment
2021-2022

The roll call vote was as follows:

Ayes: .
Nays: None.
Absent: None.
Abstain: None.

Resolution declared adopted this 7th day of June, 2021.

Shannon Stutz
City Clerk

City of Parchment
2021-2022

Resolution to Establish the 2021 Millage Rate

At a regular meeting of the City Commission of the City of Parchment held on Monday, June 7, 2021 the following millage resolution was offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, the City of Parchment Board of Review has completed its review and correction of the Assessment Roll for 2021; and

WHEREAS, said Assessment Roll shows the taxable value of all real and personal property in the City of Parchment subject to general Ad Valorem taxation to be as follows:

REAL PROPERTY	42,906,560
PERSONAL PROPERTY	2,713,400
TOTAL ASSESSMENT ROLLS	\$45,619,960

WHEREAS, the City Commission has adopted a budget for the 2021-22 fiscal year which will require the levy of 16.6854 mills in order to adequately fund the operations of the City of Parchment; and

WHEREAS, the City Commission has complete authority to establish that 16.6854 mills be levied in 2021 for operating purposes; and

WHEREAS, the City Commission of the City of Parchment did hold a public hearing Monday, May 17, 2021 at which time the property tax millage rate proposed to be levied to support the proposed budgets was a subject of that hearing.

NOW THEREFORE BE IT RESOLVED, that by the authority granted by the City Charter, Chapter IX, Section 9.1, the millage rate for 2021 is hereby set at 16.6854 mills to be levied against each dollar of Taxable Value of Real and Personal Property within the City of Parchment for general operating purposes.

BE IT FURTHER RESOLVED, pursuant to the authority of Parchment City Charter, Chapter IX, Section 9.6 the City Clerk is hereby directed to certify to the Assessor the total amount of \$783,200 to be raised by taxes.

FURTHER, when extensions have been made by the Assessor, that the City Assessor, pursuant to City Charter, Chapter IX, Section 9.8, shall execute the necessary warrant directing the City Treasurer to collect the tax set forth in said warrant, and that same when collected be credited to 2021-2022 GENERAL OPERATIONS in the amount of \$783,200.

The roll call vote was as follows:

Ayes: .
Nays: None.
Absent: None.
Abstain: None.

Resolution declared adopted this 7th day of June, 2021.

Shannon Stutz
Treasurer/Clerk

2021 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2021.)
 MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County	KALAMAZOO		2021 Taxable Value of All Properties as of 5-24-2021		45,619,960
Local Government Unit	PARCHMENT CITY		For LOCAL School Districts: Current Year Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.		

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc. MCL 211.34d	2020 Millage Rate Permanently Reduced by MCL 211.34d	2021 Millage Reduction Fraction	2021 Millage Rate Permanently Reduced by MCL 211.34d	Sec. 211.34 Truth in Assessing or Equalization Rollback Fraction	Maximum Allowable Millage Rate*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Allocated	Operating	5/2001	17.0000	16.7239	0.9977	16.6854	1.0000	16.6854			Unlimited

Prepared by	Mathew Hansen	Telephone Number	(269) 383-8960	Title of Preparer	Equalization Director	Date	May 12, 2021
CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.121(3).							
<input type="checkbox"/>	Clerk	Signature		Print or Type Name		Date	
<input type="checkbox"/>	Secretary	Signature		Print or Type Name		Date	
<input type="checkbox"/>	Chairperson	Signature		Print or Type Name		Date	
<input type="checkbox"/>	President	Signature		Print or Type Name		Date	
*Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.							
** IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).							

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.

Total School District Operating Rates to be levied (HH/Supp and NH Oper ONLY)	
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal.	
For Commercial Personal	
For All Other	

COUNTY KALAMAZOO
 UNIT: PARCHMENT CITY
 YEAR: 2021

Unit Total TV 2020 42,253,103
 Unit Total TV 2021 45,619,960

HEADLEE & MCL 211.34 ROLLBACK COMPUTATIONS

SOURCE AND PURPOSE OF OPERATING ONLY MILLAGE	PRIOR YEAR'S PERM REDUCED or REDUCED NEWLY VOTED MILLAGE see MCL 211.34d(9)	CURRENT MILLAGE REDUCTION FRACTION	CURRENT PERM. REDUCED MILLAGE *	TRUTH IN ASSESSING or TRUTH IN EQUALIZATION FRACTION	CURRENT MAXIMUM ALLOWABLE MILLAGE RATE
Post debt & specials to L-4029.	Last year's L-4029 col. (7)	L-4029 col. (6)	L-4029 col. (7)	L-4029 col. (8)	L-4029 col. (9)
<u>Allocated</u>	<u>Operating</u> <u>16.7239</u>	x <u>0.9977</u>	= 16.6854	x <u>1.0000</u>	= <u>16.6854</u>
<small>was the above millage approved since this April 30/71 - YES</small>					
		<u>0.9977</u>	= 0.0000	x <u>1.0000</u>	= <u>0.0000</u>
<small>was the above millage approved since this April 30/71 - YES</small>					
		<u>0.9977</u>	= 0.0000	x <u>1.0000</u>	= <u>0.0000</u>
<small>was the above millage approved since this April 30/71 - YES</small>					
		<u>0.9977</u>	= 0.0000	x <u>1.0000</u>	= <u>0.0000</u>
<small>was the above millage approved since this April 30/71 - YES</small>					
		<u>0.9977</u>	= 0.0000	x <u>1.0000</u>	= <u>0.0000</u>
<small>was the above millage approved since this April 30/71 - YES</small>					
		<u>0.9977</u>	= 0.0000	x <u>1.0000</u>	= <u>0.0000</u>
<small>was the above millage approved since this April 30/71 - YES</small>					
		<u>0.9977</u>	= 0.0000	x <u>1.0000</u>	= <u>0.0000</u>
<small>was the above millage approved since this April 30/71 - YES</small>					
Total of newly voted & last year's perm reduced millage.	<u>16.7239</u>		<u>16.6854</u>		<u>16.6854</u>
			2021 MAXIMUM ALLOWABLE OPERATING MILLAGE UNDER HEADLEE & MCL 211.34 =		<u>16.6854</u>

NOTE: The only way to levy more than your maximum millage due to the Headlee rollback is to have voters approve additional millage.
 If you plan to levy the Base Tax Rate or less, you do not need to hold a Truth in Taxation Hearing.

TRUTH IN TAXATION COMPUTATIONS

2021 BASE TAX RATE FRACTION:	(from L-4034)	<u>0.9840</u>	(1)
2020 OPERATING MILLAGE RATE:	(actually levied)	<u>16.7239</u>	(2)
2021 BASE TAX RATE:	(w/out hearing)	<u>16.4563</u>	(1) x (2) = (3)
2021 MAX. ALLOWABLE OPERATING MILLAGE RATE:		<u>16.6854</u>	(from above) = (4)
MINUS 2021 BASE TAX RATE:	(B.T.R.)	<u>16.4563</u>	(3) = (5)
MILLAGE INCREASE:	(with a hearing)	<u>0.2291</u>	(4) - (5) = (6) or
If you plan to levy more than the B.T.R. but less than the Max. Allowable, enter the amount here.			(7) - (5) = (6)

MILLAGE INCREASE 0.2291
 2021 BASE TAX RATE 16.4563 = 1.39%
 MILLAGE INCREASE FROM HEARING*

2021 TV x .001 x MILLAGE INCREASE = \$ 10,452
 REVENUE INCREASE FROM HEARING

(2021 TV x 2021 BASE RATE) -1 = 750,736
 (2020 TV x 2020 ACTUAL OPER RATE) = 706,637 = 6.24%
 2021 REVENUE INCREASE WITHOUT HEARING

*Must be published in notice of public hearing on increasing property taxes. Your current year's millage cannot exceed your maximum under Truth in Taxation unless authorized by the governing body at the hearing. Your current year's millage cannot exceed your Headlee maximum without a millage election.

