



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

January 3, 2022

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice Mayor Thomas Jordan

Commissioner Holly Evans

Commissioner Tammy Cooper

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. Pledge of Allegiance

3. Roll Call

4. Approval of Minutes

From the City Commission Meeting of December 20, 2021

5. Additions/Changes to the Agenda - Approval

6. 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.*

7. 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. 1454 – action
- ii. Financial Statement – November – receive
- iii. KATS Policy Meeting Minutes, November 17, 2021 – receive
- iv. KATS Technical Meeting Minutes, November 4, 2021 - receive

8. Unfinished Business

9. New Business

- A. Purchase Agreement for the Mill's Former Waste Water Treatment Plant - action

10. Public Hearing for the 2022 Parchment Parks and Recreation Master Plan

11. 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.

11. Mayor and Commissioner Comments

12. City Manager Comments

13. Adjournment



City of Parchment
Check Register Report
Warrant 1454

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
36775	12/27/2021	COMPANION LIFE	Life & AD&D Ins-January	57.00
36776	12/27/2021	CORPORATE TECHNOLOGIES LLC	New Computer - Phil	1,332.14
36777	12/27/2021	KALAMAZOO COUNTY CLERK	Nov 2, 2021 Election Supplies	1,573.96
36778	12/27/2021	MICHIGAN MUNICIPAL RISK	Liab Ins-3rd Installment	11,076.50
36779	12/27/2021	REHMANN ROBSON	GASB Reporting thru 6/30/2021	1,000.00
36780	12/27/2021	SBAM PLAN	Employee Ins Jan 2022	9,962.17
36781	12/27/2021	STATE OF MICHIGAN	Brownfield Loan Payment	58,146.08

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

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CY YTD: 7/1/2021 to 11/30/2021 CY ATD: 7/1/2021 to 6/30/2022

Fund: 101 - GENERAL FUND

	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Revenues						
Dept: 000.000						
404.000 Tax Revenue	725,000.00	725,000.00	725,058.75	0.00	0.00	100.01
405.000 Taxes - Industrial Facilities	3,000.00	3,000.00	3,018.66	0.00	0.00	100.62
441.000 Local Community Stab Share Tax	130,000.00	130,000.00	54,310.41	54,310.41	0.00	41.78
445.000 Penalty on Taxes	1,600.00	1,600.00	1,600.94	1,473.15	208.29	100.06
448.000 1% Collection Fees	26,100.00	26,100.00	21,952.16	581.83	60.04	84.11
451.000 License and Fees	9,500.00	9,500.00	3,690.15	305.00	100.00	38.84
452.000 Cablevision Fees	14,800.00	14,800.00	7,830.34	3,983.51	3,405.41	52.91
453.000 Recreation Fees	2,700.00	2,700.00	0.00	2,600.00	0.00	0.00
454.000 Solid Waste Collections	120,400.00	120,400.00	60,073.92	31,120.33	0.00	49.90
528.000 Other Federal Funding	0.00	0.00	95,667.00	95,667.00	0.00	0.00
544.000 State Grant - Water Plant	0.00	0.00	77,695.21	77,695.21	0.00	0.00
574.000 Revenue Sharing supp prnt	0.00	0.00	33,887.00	0.00	0.00	0.00
575.000 State Sales Tax	200,000.00	200,000.00	77,547.00	38,835.00	0.00	38.77
632.000 Charges for Services Rendered	500.00	500.00	0.00	400.00	0.00	0.00
662.000 Traffic Fines	7,300.00	7,300.00	1,195.10	313.83	148.50	16.37
664.000 Interest on Investments	4,300.00	4,300.00	134.22	14.31	0.00	3.12
676.000 Transfers From Other Funds	172,300.00	172,300.00	0.00	0.00	0.00	0.00
680.000 Reimbursement for Overhead	143,100.00	143,100.00	0.00	0.00	0.00	0.00
694.000 Miscellaneous	16,400.00	16,400.00	8,177.00	-395.00	-395.00	49.86
695.000 Other Financing Sources	5,100.00	5,100.00	2,057.78	0.00	0.00	40.35
696.000 Deposits Over & Short	0.00	0.00	580.02	580.02	580.02	0.00
Dept: 000.000	1,582,100.00	1,582,100.00	1,174,475.66	307,484.60	4,107.26	74.24
Revenues	1,582,100.00	1,582,100.00	1,174,475.66	307,484.60	4,107.26	74.24
Expenditures						
Dept: 100.000 Legislative	7,200.00	7,200.00	2,900.00	2,795.00	1,595.00	40.28
703.000 Payroll - Part Time	1,000.00	1,000.00	121.21	114.70	40.30	12.12
715.000 Social Security	325.00	325.00	1.38	0.99	0.33	0.42
720.000 Worker's Compensation	240.00	240.00	28.40	26.85	9.43	11.83
722.000 Medicare	700.00	700.00	0.00	1,573.96	0.00	0.00
740.000 Operating Supplies	20,700.00	20,700.00	1,254.50	1,566.00	0.00	6.06
800.000 Professional/Contractual Serv.	1,500.00	1,500.00	0.00	0.00	0.00	0.00
830.000 Memberships & Dues	0.00	0.00	75.00	75.00	75.00	0.00
860.000 Institutes & Training	1,000.00	1,000.00	325.00	130.00	65.00	32.50
880.000 Community Promotion	2,000.00	2,000.00	877.80	877.80	877.80	43.89
880.001 Wassailing Contribution	5,000.00	5,000.00	1,620.39	140.98	140.98	32.41
900.000 Printing & Publishing	300.00	300.00	0.00	0.00	0.00	0.00
955.000 Miscellaneous						

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

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	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Fund: 101 - GENERAL FUND						
Expenditures						
Dept: 100.000 Legislative						
970.000 Capital	3,300.00	3,300.00	0.00	0.00	0.00	0.00
999.000 Transfer to other Fund	0.00	25,000.00	0.00	0.00	0.00	0.00
Legislative	43,265.00	68,265.00	7,203.68	7,301.28	2,803.84	10.55
Dept: 200.000 Administration						
702.000 Payroll - Full Time	121,000.00	121,000.00	42,856.91	25,757.88	8,685.96	35.42
703.000 Payroll - Part Time	48,000.00	48,000.00	16,247.58	9,272.96	3,436.54	33.85
715.000 Social Security	10,500.00	10,500.00	3,438.49	1,961.92	681.60	32.75
716.000 Hospital/Life Insurance	61,000.00	61,000.00	12,284.88	2,346.06	312.52	20.14
716.001 Insurance Deductible	4,000.00	4,000.00	0.00	0.00	0.00	0.00
718.000 Pension	32,500.00	32,500.00	16,800.02	10,012.16	3,374.25	51.69
720.000 Worker's Compensation	700.00	700.00	205.10	112.31	37.87	29.30
722.000 Medicare	2,400.00	2,400.00	804.18	458.84	159.41	33.51
724.000 ICMA Retirement Benefit	9,800.00	9,800.00	0.00	0.00	0.00	0.00
730.000 Postage	3,200.00	3,200.00	2,573.70	1,138.87	343.00	80.43
740.000 Operating Supplies	4,500.00	4,500.00	2,019.38	692.89	412.83	44.88
775.000 Repair & Maintenance Supplies	2,000.00	2,000.00	0.00	0.00	0.00	0.00
800.000 Professional/Contractual Serv.	26,300.00	26,300.00	4,738.75	2,693.37	692.45	18.02
805.000 Computer Services	9,500.00	9,500.00	6,905.71	850.00	425.00	72.69
830.000 Memberships & Dues	1,200.00	1,200.00	503.72	576.50	57.50	41.98
850.000 Communications	7,300.00	7,300.00	3,682.80	2,007.71	717.56	50.45
860.000 Institutes & Training	4,300.00	4,300.00	524.96	313.88	244.00	12.21
900.000 Printing & Publishing	2,700.00	2,700.00	950.16	110.00	0.00	35.19
910.000 Insurance & Bonds	6,700.00	6,700.00	4,642.50	1,547.50	0.00	69.29
920.000 Utilities	4,300.00	4,300.00	1,633.30	683.77	354.18	37.98
930.000 Repair & Maint Contractors	7,600.00	7,600.00	273.00	188.00	188.00	3.59
955.000 Miscellaneous	0.00	0.00	9.50	9.50	0.00	0.00
970.000 Capital	20,000.00	20,000.00	8,445.00	0.00	0.00	42.23
Administration	389,500.00	389,500.00	129,539.64	60,734.12	20,122.67	33.26
Dept: 210.000 Legal Services						
801.000 Attorney - General	15,500.00	15,500.00	7,806.25	4,596.25	2,243.75	50.36
802.000 Attorney-Police Matters	9,500.00	9,500.00	1,137.50	875.00	481.25	11.97
Legal Services	25,000.00	25,000.00	8,943.75	5,471.25	2,725.00	35.78
Dept: 300.000 Police						
703.000 Payroll - Part Time	9,500.00	9,500.00	1,840.00	1,900.00	725.00	19.37
715.000 Social Security	600.00	600.00	114.08	117.80	44.95	19.01
722.000 Medicare	100.00	100.00	26.68	27.55	10.51	26.68
800.000 Professional/Contractual Serv.	358,800.00	358,800.00	178,158.00	89,079.00	29,693.00	49.65

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REVENUE/EXPENDITURE REPORT

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	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Fund: 101 - GENERAL FUND						
Expenditures						
Police	369,000.00	369,000.00	180,138.76	91,124.35	30,473.46	48.82
Dept: 336.000 Fire						
740.000 Operating Supplies	5,100.00	5,100.00	492.28	492.28	0.00	9.65
746.000 Gasoline & Oil	1,000.00	1,000.00	119.06	0.00	0.00	11.91
775.000 Repair & Maintenance Supplies	1,000.00	1,000.00	0.00	0.00	0.00	0.00
780.000 Safety Supplies	100.00	100.00	0.00	0.00	0.00	0.00
800.000 Professional/Contractual Serv.	67,900.00	67,900.00	34,974.57	16,725.00	5,575.00	51.51
830.000 Memberships & Dues	0.00	0.00	1,400.00	1,400.00	1,400.00	0.00
850.000 Communications	4,400.00	4,400.00	1,888.83	1,229.22	569.61	42.93
910.000 Insurance & Bonds	9,400.00	9,400.00	11,244.00	3,748.00	0.00	119.62
920.000 Utilities	2,700.00	2,700.00	770.93	312.55	182.47	28.55
930.000 Repair & Maint.Contractors	10,700.00	10,700.00	1,036.24	0.00	0.00	9.68
970.000 Capital	20,300.00	20,300.00	6,063.65	6,063.65	0.00	29.87
Fire	122,600.00	122,600.00	57,989.56	29,970.70	7,727.08	47.30
Dept: 440.000 Public Services						
702.000 Payroll - Full Time	79,700.00	79,700.00	29,990.41	18,843.07	6,934.65	37.63
715.000 Social Security	5,000.00	5,000.00	2,581.97	1,600.91	574.40	51.64
716.000 Hospital/Life Insurance	33,000.00	33,000.00	15,531.98	8,356.69	2,792.91	47.07
716.001 Insurance Deductible	1,000.00	1,000.00	2,819.85	0.00	0.00	281.99
718.000 Pension	34,000.00	34,000.00	11,098.78	6,835.60	2,213.37	32.64
720.000 Worker's Compensation	2,800.00	2,800.00	1,433.24	846.73	314.27	51.19
722.000 Medicare	1,200.00	1,200.00	603.87	374.44	134.34	50.32
740.000 Operating Supplies	2,500.00	2,500.00	0.00	0.00	0.00	0.00
746.000 Gasoline & Oil	4,300.00	4,300.00	2,382.51	1,484.65	797.57	55.41
775.000 Repair & Maintenance Supplies	8,000.00	8,000.00	5,699.59	844.81	503.59	71.24
780.000 Safety Supplies	500.00	500.00	0.00	0.00	0.00	0.00
800.000 Professional/Contractual Serv.	900.00	900.00	401.00	175.50	175.50	44.56
810.000 Rubbish/Collection Charges	111,700.00	111,700.00	51,085.67	17,974.75	8,940.53	45.73
815.000 Uniform Rental	3,000.00	3,000.00	1,205.10	316.87	0.00	42.00
850.000 Communications	900.00	900.00	479.92	119.98	0.00	53.32
860.000 Institutes & Training	300.00	300.00	96.90	0.00	0.00	32.30
880.000 Community Promotion	500.00	500.00	0.00	0.00	0.00	0.00
910.000 Insurance & Bonds	22,500.00	22,500.00	4,179.00	1,393.00	0.00	18.57
920.000 Utilities	8,500.00	8,500.00	2,923.89	1,429.32	890.11	34.40
926.000 Street Lighting	29,600.00	29,600.00	13,202.47	5,301.73	2,628.58	44.60
930.000 Repair & Maint.Contractors	11,100.00	11,100.00	6,715.51	2,842.78	413.89	60.50
970.000 Capital	0.00	0.00	0.00	1,332.14	0.00	0.00
Public Services	361,000.00	361,000.00	152,431.66	70,072.97	27,313.71	42.24

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Fund: 101 - GENERAL FUND

Expenditures

Dept: 591.000 Water Plant Grant Expenses

800.000 Professional/Contractual Serv.

920.000 Utilities

930.000 Repair & Maint.Contractors

Water Plant Grant Expenses

Dept: 751.000 Parks, Recreation & Culture

702.000 Payroll - Full Time

703.000 Payroll - Part Time

715.000 Social Security

716.000 Hospital/Life Insurance

716.001 Insurance Deductible

718.000 Pension

720.000 Worker's Compensation

722.000 Medicare

746.000 Gasoline & Oil

775.000 Repair & Maintenance Supplies

780.000 Safety Supplies

910.000 Insurance & Bonds

920.000 Utilities

930.000 Repair & Maint.Contractors

970.000 Capital

Parks, Recreation & Culture

Expenditures

	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
	0.00	0.00	3,400.00	23,565.50	600.00	0.00
	0.00	0.00	32,788.55	456.45	213.28	0.00
	0.00	0.00	75.00	0.00	0.00	0.00
	0.00	0.00	36,263.55	24,021.95	813.28	0.00
	54,800.00	54,800.00	21,600.98	13,532.17	4,510.72	39.42
	10,200.00	10,200.00	2,269.68	0.00	0.00	22.25
	3,600.00	3,600.00	1,463.67	828.82	276.20	40.66
	5,000.00	5,000.00	3,246.10	1,068.37	398.40	64.92
	1,000.00	1,000.00	0.00	0.00	0.00	0.00
	23,300.00	23,300.00	8,553.88	5,213.30	1,783.08	36.71
	1,500.00	1,500.00	849.49	473.92	157.98	56.63
	800.00	800.00	342.26	193.83	64.59	42.78
	2,700.00	2,700.00	1,884.77	638.37	491.61	69.81
	16,100.00	16,100.00	6,645.36	1,524.14	637.04	41.28
	400.00	400.00	0.00	0.00	0.00	0.00
	6,500.00	6,500.00	5,325.00	1,775.00	0.00	81.92
	6,900.00	6,900.00	3,543.77	1,641.56	464.08	51.36
	28,400.00	28,400.00	3,206.98	24,238.00	1,690.00	11.29
	10,200.00	10,200.00	1,411.59	0.00	0.00	13.84
	171,400.00	171,400.00	60,343.53	51,127.48	10,473.70	35.21
	1,481,765.00	1,506,765.00	632,854.13	339,824.10	102,452.74	42.00

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Fund: 202 - MAJOR STREET FUND

Revenues

Dept: 000.000

546.000 State Grants - Act 51

Dept: 000.000

Revenues

Expenditures

Dept: 451.000 Construction

930.000 Repair & Maint.Contractors

970.000 Capital

Construction

Dept: 463.000 Routine Maintenance

702.000 Payroll - Full Time

715.000 Social Security

716.000 Hospital/Life Insurance

716.001 Insurance Deductible

718.000 Pension

720.000 Worker's Compensation

722.000 Medicare

746.000 Gasoline & Oil

775.000 Repair & Maintenance Supplies

930.000 Repair & Maint.Contractors

Routine Maintenance

Dept: 475.000 Traffic Services

702.000 Payroll - Full Time

715.000 Social Security

716.000 Hospital/Life Insurance

716.001 Insurance Deductible

718.000 Pension

720.000 Worker's Compensation

722.000 Medicare

746.000 Gasoline & Oil

775.000 Repair & Maintenance Supplies

930.000 Repair & Maint.Contractors

Traffic Services

Dept: 478.000 Winter Maintenance

702.000 Payroll - Full Time

715.000 Social Security

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	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Revenues						
546.000 State Grants - Act 51	163,900.00	163,900.00	71,236.59	27,123.12	14,726.00	43.46
Dept: 000.000	163,900.00	163,900.00	71,236.59	27,123.12	14,726.00	43.46
Revenues						
163,900.00	163,900.00	163,900.00	71,236.59	27,123.12	14,726.00	43.46
Expenditures						
Dept: 451.000 Construction	0.00	0.00	3,507.48	3,507.48	0.00	0.00
930.000 Repair & Maint.Contractors	3,000.00	3,000.00	0.00	0.00	0.00	0.00
970.000 Capital	3,000.00	3,000.00	0.00	0.00	0.00	0.00
Construction	3,000.00	3,000.00	3,507.48	3,507.48	0.00	116.92
Dept: 463.000 Routine Maintenance	7,100.00	7,100.00	1,935.12	1,424.46	474.82	27.26
702.000 Payroll - Full Time	450.00	450.00	117.65	86.64	28.87	26.14
715.000 Social Security	2,600.00	2,600.00	524.23	257.34	96.10	20.16
716.000 Hospital/Life Insurance	50.00	50.00	0.00	0.00	0.00	0.00
716.001 Insurance Deductible	3,000.00	3,000.00	778.60	518.19	187.70	25.95
718.000 Pension	450.00	450.00	152.62	95.88	31.96	33.92
720.000 Worker's Compensation	100.00	100.00	27.49	20.26	6.75	27.49
722.000 Medicare	300.00	300.00	0.00	0.00	0.00	0.00
746.000 Gasoline & Oil	2,200.00	2,200.00	310.11	310.11	310.11	14.10
775.000 Repair & Maintenance Supplies	7,500.00	7,500.00	0.00	0.00	0.00	0.00
930.000 Repair & Maint.Contractors	23,750.00	23,750.00	3,845.82	2,712.88	1,136.31	16.19
Routine Maintenance	23,750.00	23,750.00	3,845.82	2,712.88	1,136.31	16.19
Dept: 475.000 Traffic Services	6,800.00	6,800.00	1,888.71	1,399.14	466.38	27.78
702.000 Payroll - Full Time	400.00	400.00	114.79	85.08	28.35	28.70
715.000 Social Security	2,500.00	2,500.00	524.13	257.28	96.08	20.97
716.000 Hospital/Life Insurance	50.00	50.00	0.00	0.00	0.00	0.00
716.001 Insurance Deductible	2,800.00	2,800.00	762.00	508.28	184.36	27.21
718.000 Pension	425.00	425.00	149.53	94.20	31.40	35.18
720.000 Worker's Compensation	100.00	100.00	26.83	19.90	6.63	26.83
722.000 Medicare	500.00	500.00	0.00	0.00	0.00	0.00
746.000 Gasoline & Oil	2,400.00	2,400.00	81.80	0.00	0.00	3.41
775.000 Repair & Maintenance Supplies	12,400.00	12,400.00	3,089.02	1,356.92	618.46	24.91
930.000 Repair & Maint.Contractors	28,375.00	28,375.00	6,636.81	3,720.80	1,431.66	23.39
Traffic Services	28,375.00	28,375.00	6,636.81	3,720.80	1,431.66	23.39
Dept: 478.000 Winter Maintenance	8,200.00	8,200.00	2,896.89	1,862.64	620.88	35.33
702.000 Payroll - Full Time	500.00	500.00	176.24	113.06	37.67	35.25
715.000 Social Security	500.00	500.00	176.24	113.06	37.67	35.25

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

CY MTD: 11/1/2021 to 11/30/2021 CY QTD: 10/1/2021 to 12/31/2021
CY YTD: 7/1/2021 to 11/30/2021 CY ATD: 7/1/2021 to 6/30/2022

Fund: 202 - MAJOR STREET FUND

Expenditures	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Dept: 478.000 Winter Maintenance						
716.000 Hospital/Life Insurance	3,200.00	3,200.00	637.23	258.18	96.38	19.91
716.001 Insurance Deductible	100.00	100.00	0.00	0.00	0.00	0.00
718.000 Pension	3,500.00	3,500.00	983.42	667.36	245.43	28.10
720.000 Worker's Compensation	500.00	500.00	194.93	125.34	41.78	38.99
722.000 Medicare	100.00	100.00	41.22	26.44	8.81	41.22
746.000 Gasoline & Oil	900.00	900.00	274.08	274.08	274.08	30.45
753.000 Salt	10,000.00	10,000.00	-1,029.60	0.00	0.00	-10.30
Winter Maintenance	27,000.00	27,000.00	4,174.41	3,327.10	1,325.03	15.46
Dept: 482.000 Administration						
702.000 Payroll - Full Time	1,200.00	1,200.00	494.45	269.70	89.90	41.20
715.000 Social Security	100.00	100.00	29.89	16.27	5.42	29.89
716.000 Hospital/Life Insurance	600.00	600.00	112.74	0.53	0.18	18.79
718.000 Pension	500.00	500.00	176.64	105.45	35.54	35.33
720.000 Worker's Compensation	0.00	0.00	33.33	18.18	6.06	0.00
722.000 Medicare	0.00	0.00	6.95	3.79	1.26	0.00
955.000 Miscellaneous	0.00	0.00	3,411.80	564.00	564.00	0.00
960.000 Administrative Overhead	17,300.00	17,300.00	0.00	0.00	0.00	0.00
Administration	19,700.00	19,700.00	4,265.80	977.92	702.36	21.65
Expenditures	101,825.00	101,825.00	22,430.32	14,246.18	4,595.36	22.03

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

CY MTD: 11/1/2021 to 11/30/2021 CY QTD: 10/1/2021 to 12/31/2021
CY YTD: 7/1/2021 to 11/30/2021 CY ATD: 7/1/2021 to 6/30/2022

	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Fund: 203 - LOCAL STREET FUND						
Revenues						
Dept: 000.000						
546.000 State Grants - Act 51	66,900.00	66,900.00	29,602.63	11,225.33	6,119.47	44.25
Dept: 000.000	66,900.00	66,900.00	29,602.63	11,225.33	6,119.47	44.25
Revenues						
66,900.00	66,900.00	66,900.00	29,602.63	11,225.33	6,119.47	44.25
Expenditures						
Dept: 451.000 Construction	3,000.00	3,000.00	52,000.00	0.00	0.00	1,733.33
970.000 Capital	3,000.00	3,000.00	52,000.00	0.00	0.00	1,733.33
Construction						
Dept: 463.000 Routine Maintenance	8,400.00	8,400.00	1,935.12	1,424.46	474.82	23.04
702.000 Payroll - Full Time	500.00	500.00	117.65	86.64	28.87	23.53
715.000 Social Security	2,600.00	2,600.00	524.23	257.34	96.10	20.16
716.000 Hospital/Life Insurance	200.00	200.00	0.00	0.00	0.00	0.00
716.001 Insurance Deductible	3,600.00	3,600.00	778.60	518.19	187.70	21.63
718.000 Pension	500.00	500.00	152.61	95.88	31.96	30.52
720.000 Worker's Compensation	100.00	100.00	27.49	20.26	6.75	27.49
722.000 Medicare	300.00	300.00	0.00	0.00	0.00	0.00
746.000 Gasoline & Oil	3,200.00	3,200.00	148.20	148.20	52.17	4.63
775.000 Repair & Maintenance Supplies	5,100.00	5,100.00	760.00	2,528.68	0.00	14.90
930.000 Repair & Maint.Contractors	24,500.00	24,500.00	4,443.90	5,079.65	878.37	18.14
Routine Maintenance						
Dept: 475.000 Traffic Services	8,000.00	8,000.00	1,842.39	1,373.88	457.96	23.03
702.000 Payroll - Full Time	500.00	500.00	111.98	83.55	27.84	22.40
715.000 Social Security	2,300.00	2,300.00	502.61	245.69	91.75	21.85
716.000 Hospital/Life Insurance	200.00	200.00	0.00	0.00	0.00	0.00
716.001 Insurance Deductible	3,500.00	3,500.00	745.46	498.40	181.03	21.30
718.000 Pension	500.00	500.00	146.45	92.52	30.84	29.29
720.000 Worker's Compensation	100.00	100.00	26.20	19.54	6.51	26.20
722.000 Medicare	500.00	500.00	0.00	0.00	0.00	0.00
746.000 Gasoline & Oil	4,700.00	4,700.00	220.20	138.40	0.00	4.69
775.000 Repair & Maintenance Supplies	600.00	600.00	0.00	0.00	0.00	0.00
930.000 Repair & Maint.Contractors	20,900.00	20,900.00	3,595.29	2,451.98	795.93	17.20
Traffic Services						
Dept: 478.000 Winter Maintenance	8,400.00	8,400.00	2,827.78	1,837.38	612.46	33.66
702.000 Payroll - Full Time	500.00	500.00	172.19	111.61	37.19	34.44
715.000 Social Security	2,600.00	2,600.00	615.65	246.56	92.04	23.68
716.000 Hospital/Life Insurance						

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

CY MTD: 11/1/2021 to 11/30/2021 CY QTD: 10/1/2021 to 12/31/2021
CY YTD: 7/1/2021 to 11/30/2021 CY ATD: 7/1/2021 to 6/30/2022

	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Fund: 203 - LOCAL STREET FUND						
Expenditures						
Dept: 478.000 Winter Maintenance						
716.001 Insurance Deductible	200.00	200.00	0.00	0.00	0.00	0.00
718.000 Pension	3,700.00	3,700.00	960.86	657.48	242.10	25.97
720.000 Worker's Compensation	500.00	500.00	190.31	123.66	41.22	38.06
722.000 Medicare	100.00	100.00	40.20	26.04	8.68	40.20
746.000 Gasoline & Oil	900.00	900.00	274.08	274.08	274.08	30.45
753.000 Salt	10,000.00	10,000.00	-1,029.60	0.00	0.00	-10.30
775.000 Repair & Maintenance Supplies	0.00	0.00	257.95	257.95	257.95	0.00
Winter Maintenance	26,900.00	26,900.00	4,309.42	3,534.76	1,565.72	16.02
Dept: 482.000 Administration						
702.000 Payroll - Full Time	1,500.00	1,500.00	494.45	269.70	89.90	32.96
715.000 Social Security	100.00	100.00	29.89	16.27	5.42	29.89
716.000 Hospital/Life Insurance	800.00	800.00	112.74	0.53	0.18	14.09
718.000 Pension	700.00	700.00	176.64	105.45	35.54	25.23
720.000 Worker's Compensation	0.00	0.00	33.33	18.18	6.06	0.00
722.000 Medicare	0.00	0.00	6.95	3.79	1.26	0.00
960.000 Administrative Overhead	16,500.00	16,500.00	0.00	0.00	0.00	0.00
Administration	19,600.00	19,600.00	854.00	413.92	138.36	4.36
Expenditures	94,900.00	94,900.00	65,202.61	11,480.31	3,378.38	68.71

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

CY MTD: 11/1/2021 to 11/30/2021 CY QTD: 4/1/2021 to 6/30/2021
CY YTD: 1/1/2021 to 11/30/2021 CY ATD: 1/1/2021 to 12/31/2021

Fund: 250 - KINDLEBERGER SUMMER FESTIVAL

	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Revenues						
Dept: 000.000						
475.001 Arts & Crafts	3,100.00	4,680.00	2,864.32	1,410.10	0.00	61.20
475.002 Race/Walk Fees	3,000.00	5,000.00	5,562.69	3,714.60	0.00	111.25
475.003 Membership Fund Drive	2,800.00	1,800.00	5,214.52	2,862.50	0.00	289.70
475.005 Corporate Sponsorships	8,000.00	14,000.00	18,600.00	4,000.00	0.00	132.86
475.008 Miscellaneous Inc.	0.00	0.00	65.14	0.00	0.00	0.00
590.000 Grants-Local	0.00	1,000.00	5,000.00	5,000.00	0.00	500.00
590.001 Grants-Irving S Gilmore Found.	21,000.00	30,000.00	30,000.00	30,000.00	0.00	100.00
675.001 Fund Raising	8,610.00	0.00	-100.00	0.00	0.00	0.00
675.002 KSF Special Event	1,580.00	1,160.00	1,257.08	0.00	0.00	108.37
675.003 KSF Children's area	0.00	0.00	239.45	0.00	0.00	0.00
694.000 Miscellaneous	1,080.00	1,040.00	0.00	0.00	0.00	0.00
Dept: 000.000	49,170.00	58,680.00	68,703.20	46,987.20	0.00	117.08
Revenues	49,170.00	58,680.00	68,703.20	46,987.20	0.00	117.08
Expenditures						
Dept: 000.000						
779.001 Performance Expense	17,000.00	17,000.00	19,958.70	18,955.38	0.00	117.40
779.003 Festival Day - Race/Walk	3,000.00	4,100.00	6,095.80	4,020.45	562.69	148.68
779.004 Fest. Day - Arts & Crafts	140.00	170.00	0.00	0.00	0.00	0.00
779.005 Fest. Day-Childrens Area	1,100.00	1,600.00	1,309.64	1,100.00	0.00	81.85
779.007 Fest Day Events	0.00	0.00	1,500.00	0.00	0.00	0.00
779.008 Fund Raising-Dance	1,030.00	1,030.00	0.00	0.00	0.00	0.00
779.010 Fund Raising-Membership	0.00	0.00	25.00	0.00	0.00	0.00
779.012 Festival - Administration	9,665.00	12,865.00	16,718.89	3,344.25	1,736.38	129.96
779.013 Stage Entertainment	12,300.00	15,750.00	10,800.00	500.00	0.00	68.57
779.020 Publicity	4,935.00	6,165.00	2,753.59	1,487.71	0.00	44.66
Dept: 000.000	49,170.00	58,680.00	59,161.62	29,407.79	2,299.07	100.82
Expenditures	49,170.00	58,680.00	59,161.62	29,407.79	2,299.07	100.82

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

CY MTD: 11/1/2021 to 11/30/2021 CY QTD: 10/1/2021 to 12/31/2021
CY YTD: 7/1/2021 to 11/30/2021 CY ATD: 7/1/2021 to 6/30/2022

Fund: 251 - Brownfield Redevelopment

Revenues

Dept: 000.000

404.000 Tax Revenue

Dept: 000.000

Revenues

Expenditures

Dept: 000.000

960.000 Administrative Overhead

991.000 Debt Retirement-Principal

995.000 Interest Expense

Dept: 000.000

Expenditures

	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
404.000 Tax Revenue	158,717.00	158,717.00	0.00	0.00	0.00	0.00
Dept: 000.000	158,717.00	158,717.00	0.00	0.00	0.00	0.00
Revenues	158,717.00	158,717.00	0.00	0.00	0.00	0.00
Expenditures						
Dept: 000.000						
960.000 Administrative Overhead	40,700.00	40,700.00	0.00	0.00	0.00	0.00
991.000 Debt Retirement-Principal	46,400.00	46,400.00	0.00	47,913.94	0.00	0.00
995.000 Interest Expense	12,000.00	12,000.00	0.00	10,232.14	0.00	0.00
Dept: 000.000	99,100.00	99,100.00	0.00	58,146.08	0.00	0.00
Expenditures	99,100.00	99,100.00	0.00	58,146.08	0.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

CY MTD: 11/1/2021 to 11/30/2021 CY QTD: 10/1/2021 to 12/31/2021
CY YTD: 7/1/2021 to 11/30/2021 CY ATD: 7/1/2021 to 6/30/2022

	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Fund: 401 - Veteran's Memorial Fund						
Revenues						
Dept: 000.000						
674.000 Contributed Capital Revenue	0.00	0.00	3,676.44	2,392.00	642.00	0.00
Dept: 000.000	0.00	0.00	3,676.44	2,392.00	642.00	0.00
Revenues						
Expenditures						
Dept: 000.000						
955.000 Miscellaneous	0.00	0.00	20.00	0.00	0.00	0.00
Dept: 000.000	0.00	0.00	20.00	0.00	0.00	0.00
Expenditures						
	0.00	0.00	20.00	0.00	0.00	0.00

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

REVENUE/EXPENDITURE REPORT

Through Nov 30, 2021

City of Parchment

CY MTD: 11/1/2021 to 11/30/2021 CY QTD: 10/1/2021 to 12/31/2021
CY YTD: 7/1/2021 to 11/30/2021 CY ATD: 7/1/2021 to 6/30/2022

Fund: 590 - SEWER FUND

	CY Original Annual Budget	CY Amended Annual Budget	CY YTD Actual	CY QTD Actual	CY MTD Actual	Current Year % of Budget
Revenues						
Dept: 000.000						
626.000 Sewer Services	270,000.00	270,000.00	32,319.78	15,972.62	0.00	11.97
664.000 Interest on Investments	1,800.00	1,800.00	0.00	0.00	0.00	0.00
Dept: 000.000	271,800.00	271,800.00	32,319.78	15,972.62	0.00	11.89
Revenues	271,800.00	271,800.00	32,319.78	15,972.62	0.00	11.89
Expenditures						
Dept: 000.000						
702.000 Payroll - Full Time	22,300.00	22,300.00	10,068.75	3,960.79	1,320.27	45.15
715.000 Social Security	1,400.00	1,400.00	607.62	238.83	79.52	43.40
716.000 Hospital/Life Insurance	7,400.00	7,400.00	4,020.39	1,049.19	391.91	54.33
716.001 Insurance Deductible	500.00	500.00	0.00	0.00	0.00	0.00
718.000 Pension	9,400.00	9,400.00	4,145.10	1,936.14	521.90	44.10
720.000 Worker's Compensation	500.00	500.00	247.97	91.50	30.50	49.59
722.000 Medicare	300.00	300.00	142.34	55.92	18.64	47.45
800.000 Professional/Contractual Serv.	36,200.00	36,200.00	18,917.90	11,734.60	2,234.80	52.26
815.000 Uniform Rental	500.00	500.00	95.91	0.00	0.00	19.18
910.000 Insurance & Bonds	10,600.00	10,600.00	7,839.00	2,613.00	0.00	73.95
920.000 Utilities	2,300.00	2,300.00	1,101.86	448.64	225.51	47.91
930.000 Repair & Maint.Contractors	15,200.00	15,200.00	0.00	0.00	0.00	20.72
960.000 Administrative Overhead	69,300.00	69,300.00	0.00	0.00	0.00	0.00
968.000 Depreciation	13,800.00	13,800.00	0.00	0.00	0.00	0.00
Dept: 000.000	189,700.00	189,700.00	47,186.84	22,128.61	4,823.05	26.53
Expenditures	189,700.00	189,700.00	47,186.84	22,128.61	4,823.05	26.53
Grand Total Net Effect:	276,127.00	251,127.00	553,158.78	-64,048.20	-91,953.87	218.99

* Using Averaged MTD, QTD and YTD Ammended & Original Budgets

KALAMAZOO AREA TRANSPORTATION STUDY POLICY COMMITTEE

Minutes of the November 17, 2021 Meeting

CALL TO ORDER

The November 17, 2021 Policy Committee Meeting was called to order remotely in accordance with Kalamazoo County State of Emergency Declaration, by Chair Randy Thompson at 9:00 a.m.

INTRODUCTIONS

Participants in the meeting stated their name and location from which they are 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 Kalamazoo
Rob Britigan	City of Parchment	Comstock Township
Carol Daly	Village of Mattawan	Village of Mattawan
Marsha Drouin, Treasurer	Richland Township	Richland Township
Jeff Franklin	Michigan Department of Transportation, Planning	Owosso, MI
Jason Gatlin	Wakeshma Township	Wakeshma Township
John Gisler	Kalamazoo County	Pavilion Township
Libby Heiny-Cogswell, Vice Chair	Oshtemo Township	Seattle, WA
Adam Herringa	City of Portage	City of Portage
Lisa Imus	Village of Lawton	Village of Lawton
Martin Janssen	Kalamazoo County Transportation Authority	Cooper 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
Nick Loeks	Texas Township	Texas Township
Sherine Miller	Kalamazoo Township	Kalamazoo Township
Dennis Olson	Village of Vicksburg	Village of Vicksburg
Pete Pfeiffer	Michigan Department of Transportation, TSC	Benton Harbor, MI
Chris Praedel	City of Kalamazoo	City of Kalamazoo
Jeff Sorensen	Cooper Township	Cooper Township
Paul Sotherland	KATS Citizens Advisory Committee	Kalamazoo Township
Randy Thompson, Chair	Comstock Township	Comstock Township
Jerry VanderRoest	Charleston Township	Charleston Township

MEMBERS ABSENT

	<u>Agency</u>
Edward Hellwege	Village of Paw Paw
Jeff Heppler	Village of Augusta
Tracy Locey	Brady Township
Don Ulsh	Schoolcraft Township

OTHERS PARTICIPATING

	<u>Agency</u>
Megan Mickelson	Kalamazoo Area Transportation Study
Julie Rogers	Michigan House of Representatives
Elizabeth Rumick	Kalamazoo Area Transportation Study
Kathy Schultz	Central County Transportation Authority
Paul Selden	Bike Friendly Kalamazoo
Steve Stepek	Kalamazoo Area Transportation Study
Ali Townsend	Kalamazoo Area Transportation Study
Craig Williams	KATS Citizens Advisory Committee

CHANGES OR ADDITIONS TO THE AGENDA

Chair Thompson noted Stepek would like to discuss the creation of a nomination committee to determine recommendations for the three committee officer positions for calendar year 2022.

APPROVAL OF THE AGENDA

MOTION by Johnson, SECOND by Heiny-Cogswell, ***“to approve the agenda of the November 17, 2021 Policy Committee Meeting.”*** MOTION APPROVED.

PUBLIC COMMENTS

Selden of Bike Friendly Kalamazoo and the Kalamazoo Region Bike Route Committee announced that the head of the Kalamazoo County Public Art Commission has accepted an invitation to chair next year’s Bike Friendly Kalamazoo Public Art Competition. Building site selection for murals is underway. Contact Selden if you have a potential building candidate.

CONSENT AGENDA

- ACCEPTANCE OF THE TREASURER’S REPORT
- ACCEPTANCE OF THE TECHNICAL COMMITTEE REPORT (NOVEMBER 4, 2021)
- ACCEPTANCE OF THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL REPORT
- APPROVAL OF THE MINUTES FROM THE OCTOBER 27, 2021 MEETING

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

CONGESTION MANAGEMENT PROCESS DRAFT

Steppek reiterated the Congestion Management Process (CMP) Draft has been out for comment for several months. The Process is a regionally accepted, systematic approach for addressing and managing congestion. Overall, it is a minor update to the 2013 CMP incorporating recently adopted performance measures. The Technical Committee and KATS staff recommend adoption as presented.

MOTION by Drouin, SECOND by Johnson, ***“to approve the Congestion Management Process Document.”*** MOTION APPROVED.

2050 METROPOLITAN TRANSPORTATION PLAN DRAFT

Similar to the Congestion Management Process, Stepek explained the 2050 Metropolitan Transportation Plan (MTP) has been on the agenda and out for comment for several months. Several pages of comments are included in the link to the document. After robust discussion at the November Kalamazoo Area Transportation Study (KATS) Technical Committee meeting, the Technical Committee and KATS Staff overwhelmingly supported the adoption of the plan as presented, but requested the non-motorized subcommittee meet in the first quarter of 2022 to discuss the Road Commission of Kalamazoo County’s (RCKC) non-motorized concerns. Stepek elaborated this is a living document that gets amended and is under a one-year extension from Federal Highway.

MOTION by Johnson, SECOND by Janssen, ***“that the 2050 Metropolitan Transportation Plan be adopted with the stipulation that the Non-motorized Subcommittee meet as a Committee, the first quarter of 2022 to discuss concerns of the Road Commission.”*** MOTION APPROVED.

Steppek reminded attendees of the previous committee discussion to continue the Non-Motorized Subcommittee as a standing committee. Franklin added the Michigan Department of Transportation Statewide Planning has been and will continue monitoring the KATS MTP process, enjoyed the abundant public comment, appreciated the robust discussion on the plan, and looks forward to communicating the merits of the plan to Federal Highway Administration and Federal Transit Administration. Aardema asked who currently serves on the Non-Motorized Subcommittee. Stepek and Mickelson answered Mark Worden, Kathy Schultz, Kathleen Hoyle, Jamie Harmon, Paul Sotherland, Paul Selden, Jesse Morgan, as well as many others. The Subcommittee is open to all who want to serve. After expressing an interest in attending, Mickelson added Aardema to the Subcommittee list. Heiny-Cogswell thanked KATS Staff, the Non-Motorized Subcommittee, KATS Citizens Advisory Committee, the Disability Network of Southwest Michigan, Bike Friendly Kalamazoo, and all others who worked on the plan. Public input is very much appreciated. Oshtemo Township looks forward to participating on the Non-Motorized Subcommittee. Johnson appreciated the robust plan discussion at the recent Technical Committee Meeting and clarified the Non-Motorized Subcommittee is a subcommittee of the KATS Technical Committee meaning it will be up to the Technical Committee to address nonmotorized issues according to Technical Committee bylaws.

TRAFFIC DATA COLLECTION CONTRACT

Steppek reported KATS posted a request for proposals for traffic data collection during the month of September. Although this contract poses a substantial increase in cost from the prior contract, it is still less than the second highest bid obtained in 2018. The City of Kalamazoo, City of Portage, and the Road Commission of Kalamazoo County have agreed to the contract. This contract continues with the current traffic consultant who has been working well with all agencies. KATS Staff recommends approving the contract and authorizing the Chair to sign the document. Johnson

appreciates the partnership for the traffic data collection work and pointed out the need to research other options for who can assist with this activity in our region.

MOTION by Sorensen, SECOND by Aardema, ***“to approve the Traffic Data Collection Contract.”***
MOTION APPROVED.

PUBLIC TRANSPORTATION UPDATES

Aardema reported the Kalamazoo County Transportation Authority (KCTA) county-wide, millage was approved with roughly 72 percent approval or 25,000 votes in support. Everyone’s effort and support in that process is appreciated. The Central County Transportation Authority renewed the agreement with Van Buren Public Transit Authority to service the western portion of our metropolitan area. Although some hiring is taking place, challenges continue due to the lack of bus drivers.

EXECUTIVE DIRECTOR’S REPORT

Steppek stated the Prioritization Subcommittee met and plans to send out the entire list of prioritized projects in December. The Kalamazoo Area Transportation Study (KATS) Ozone Conformity Report draft, a Federal Highway Administration and Federal Transit Administration requirement, has been up on the katsmpo.org website for a couple months. The report outlines the process for air quality and will be presented next month for approval as required by the Michigan Department of Transportation. TIP Amendments will also be presented at the December Policy Committee meeting making quorum important. Dues invoices have been sent. Contributed Service Letters will be mailed the first week in December. The KATS fiscal year-end 2021 financial audit is underway with draft financial statements expected mid-December.

NEW BUSINESS

Chair Thompson expressed the previous intent to create a nomination committee to determine recommendations for the three committee officer positions for calendar year 2022. Sorensen volunteered to serve on the Officer Nomination Subcommittee and provided information that he has spoken to all three current officers. There is a need to fill the Treasurer Officer position while the Chair and Vice-Chair Officers volunteered to continue. Any member is welcome to volunteer for an officer position or to serve on the Subcommittee. Current Treasurer Drouin agreed to serve with Sorensen on the Officer Nomination Subcommittee. The Subcommittee will meet and present recommendations at the December Policy Committee Meeting.

PUBLIC COMMENTS

Selden of Bike Friendly Kalamazoo and the Kalamazoo Region Bike Route Committee invited attendees to tomorrow’s Michigan Department of Transportation Bike and Pedestrian Committee meeting at 1:30 p.m. under the direction of Sanada. The committee will explore regional bike routes connecting the KATS Metropolitan Planning Organization (MPO) region to other municipalities in the region. Selden added on to his previous comments that potential bike mural sites can extend across the entire KATS MPO area which includes a portion of Van Buren County.

Michigan House of Representative Rogers thanked KATS Staff and all agencies and committees for efforts to prioritize non-motorized planning in the region. Representative Rogers and Senator McCann secured an earmark of \$3 million dollars for the US-131 Business Loop Interchange. In partnership with Congressman Upton, work continues to obtain bipartisan support to secure smaller infrastructure bills and earmarks that would benefit southwest Michigan since the region will not benefit from the recently passed infrastructure bill.

MEMBER COMMENTS

Franklin of the Michigan Department of Transportation stated the 2022 Safety Targets should be heard by the Kalamazoo Area Transportation Study Policy Committee no later than the February 2022 meeting.

Praedel recognized Aardema and the team for effort on the successful passage of the KCTA millage and numerous presentations and outreach in the region. The City of Kalamazoo Portage Road project continues with delays around Walnut Street. From the recent election, the City of Kalamazoo has four newly elected commissioners including Don Cooney the new Vice Mayor, Stephanie Hoffman the Executive Director of Open Doors, Estevan Juarez from Urban Alliance, and Qianna Decker who serves on a land bank board and works at Ameriprise Financial.

VanderRoest asked for a status update from the Michigan Department of Transportation on the half-a-million-dollar project on I-94. Pfeiffer responded the tree clearing from Sprinkle Road to Exit 88 may be behind but will follow-up with VanderRoest on details.

Heiny-Cogswell reported Oshtemo Township adopted the annual budget for 2022 with unprecedented recent changes due to the incorporation of the USDA Sanitary Sewer Project- Phase 1. Due to that project, many local roads will be under construction in 2022. Project permit approval was received yesterday. The project will go out for bid in a few weeks. The Oshtemo Township previously adopted 2022 Capital Improvement Plan will need to be amended due to the sewer project. The township is hiring a Public Works Project Manager to replace the retiring Marc Elliott.

Drouin thanked the Michigan Department of Transportation, Consumers Energy, and the Road Commission of Kalamazoo County for the successful Richland Township roundabout project. No problems or complaints have been received.

Daly corrected that one of the newly elected City of Kalamazoo City Commissioners, Qianna Decker, works for Amerifirst and not Ameriprise.

Olson stated the Village of Vicksburg sewer project is going well with most of the paving expected to be complete this week. The village Christmas parade is being planned but the date is not confirmed yet.

Gisler reported Kalamazoo County passed the County Budget on November 3, 2021. The county is deciding between two search firms to assist in the search for a new administrator. The final choice will be made by the full county board on November 30, 2021. Applications to apply to the county Diversity, Equity and Inclusion Director position are due Friday, November 19, 2021.

Johnson stated the Road Commission of Kalamazoo County approved the budget and Five-year Primary Road Capital Improvement Program as well as the Nonmotorized Master Plan Map. Winter maintenance began last weekend with downed trees. The Road Commission continues to hire CDL drivers.

Williams provided information that the Kalamazoo/Battle Creek International Airport has the option for passengers to enroll in the expedited TSA PreCheck program. Plan to arrive early and wear a mask.

Sotherland of the KATS Citizens Advisory Committee gave a shout-out to everyone for efforts on the 2050 Metropolitan Transportation Plan and looks forward to working on the Non-motorized Subcommittee to implement the plan.

ADJOURNMENT

Following a motion by Britigan and a second by Janssen, Chair Thompson adjourned the November 17, 2021 Policy Committee Meeting at 9:47 a.m.

Next Meeting: Wednesday, December 15, 2021 - 9:00 a.m.

KALAMAZOO AREA TRANSPORTATION STUDY

TECHNICAL COMMITTEE MEETING MINUTES NOVEMBER 4, 2021 - 9:30 A.M.

CALL TO ORDER

The November 4, 2021 Technical Committee Meeting was called to order via a Zoom conference call in accordance with Kalamazoo County State of Emergency Declaration, at 9:30 a.m. by Chair Kathy Schultz.

INTRODUCTIONS

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

ROLL CALL

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

MEMBERS PRESENT

	<u>Agency</u>	<u>Call-in Location</u>
Christina Anderson	City of Kalamazoo	Kalamazoo, MI
Muhammad Arif	City of Portage	Portage, MI
Mickey Bittner	Village of Paw Paw	Allegan, MI
Kerry DenBraber	Michigan Department of Transportation, Statewide Planning	Martin, MI
Eric Feldt	City of Portage	Portage, MI
Rachael Grover	Kalamazoo County	Kalamazoo, MI
Kendra Gwin	City of Portage	Portage, MI
Anna Horner	Oshtemo Township	Oshtemo Township
Anthony Ladd	City of Kalamazoo	Kalamazoo, MI
Ryan Minkus, Vice-Chair	Road Commission of Kalamazoo County	Kalamazoo, MI
Dennis Randolph	City of Kalamazoo	Kalamazoo, MI
Brian Sanada	Michigan Department of Transportation, Region	Antwerp Township
Kathy Schultz, Chair	Central County Transportation Authority	Kalamazoo, MI
Jodi Stefforia	Comstock Township	Detroit, MI
Nancy Stoddard	City of Parchment	Parchment, MI
Greg Vlietstra	Kalamazoo County Transportation Authority	Kalamazoo, MI
Luke Walters	Michigan Department of Transportation, Statewide Planning	Delton Township
George Waring	City of Kalamazoo	Kalamazoo, MI
Mark Worden	Road Commission of Kalamazoo County	Kalamazoo, MI

OTHERS PRESENT

	<u>Agency</u>
Lindsey Dowswell	MDOT, Statewide Planning
Jamie Harmon	City of Portage
Robert Maffeo	MDOT, Statewide Urban Travel Analysis
Megan Mickelson	Kalamazoo Area Transportation Study
Elizabeth Rumick	Kalamazoo Area Transportation Study
Paul Selden	Bike Friendly Kalamazoo
Paul Sotherland	KATS Citizens Advisory Committee
Steve Stepek, AICP	Kalamazoo Area Transportation Study
Ali Townsend	Kalamazoo Area Transportation Study

CHANGES OR ADDITIONS TO THE AGENDA

There were no changes or additions to the agenda.

APPROVAL OF THE AGENDA

MOTION by Minkus, SECOND by Gwin, ***“to approve the November 4, 2021 Technical Committee Agenda.”*** MOTION APPROVED.

MINUTES FROM THE OCTOBER 14, 2021 MEETING

MOTION by Minkus, SECOND by Arif, ***“to approve the minutes from the October 14, 2021 Technical Committee Meeting.”*** MOTION APPROVED.

POLICY COMMITTEE REPORT

Stepek reported the last Kalamazoo Area Transportation Study (KATS) Policy Committee meeting held in October included approval of the Transportation Improvement Program (TIP) Amendments which were then approved last night and included a Road Commission of Kalamazoo County project. The Policy Committee also approved the 2022 TIP Amendment Schedule. Minkus thanked Stepek and others who assisted with the Road Commission project approval.

PUBLIC COMMENTS

Selden representing Bike Friendly Kalamazoo and the Kalamazoo Region Bike Route Committee, thanked members of the Non-motorized Subcommittee for efforts on the nonmotorized chapter of the 2050 Metropolitan Transportation Plan (MTP). Selden asked if the map legend items in the 2050 MTP would be hot linked. Selden also wondered if the last sentence in the second paragraph on page 56 of the Plan could be rewritten to mirror the last sentence of the first paragraph on page 56. Chair Schultz recommended waiting until the 2050 MTP agenda item to make comments on the Plan. Vice-Chair Minkus concurred.

CONGESTION MANAGEMENT PROCESS DRAFT

Schultz stated a link to the document is included in the meeting materials. Stepek reiterated the Congestion Management Process (CMP) Draft has been out for comment for several months. The Process addresses how traffic congestion is considered during project planning. Minimal comments were received. Kalamazoo Area Transportation Study Staff recommends the Technical Committee recommend adoption of the document by the Policy Committee.

MOTION by Sanada, SECOND by Feldt, ***“to recommend the Congestion Management Process Document for Policy Committee approval.”*** MOTION APPROVED.

2050 METROPOLITAN TRANSPORTATION PLAN DRAFT

Stepek reiterated the 2050 Metropolitan Transportation Plan (MTP) Draft has been out for comment for several months and represents nearly two years' worth of efforts. The Kalamazoo Area Transportation Study (KATS) greatly appreciates the nearly 100 pages of comments that have been received and are included in the appendix. Feedback has been incorporated into the document including an additional layer in the nonmotorized map which separates the Kalamazoo County Road Commission version from the public version. Stepek answered Selden's previous questions by stating the nonmotorized map will not be hot linked, but a link on the katsmpo.org website will allow users to access the ArcGIS map for detailed information. KATS revised verbiage to explain there are two nonmotorized routing versions, one is based on local agency routes while the other is based on public submissions. Stepek stressed that although nonmotorized is a hot-button issue with the plan, it is important to remember this is still a long-range plan going out to 2050, and it not set in stone, The plan is updated and adopted every five years. From an overall planning perspective, very limited comments were received on the over a \$1 billion-dollar plan of transit and road improvements

compared to the numerous comments received on bike routing and nonmotorized infrastructure. It is important to consider the perspective that the overall plan is significant in scope.

MOTION by Minkus, “to postpone action on the 2050 Metropolitan Transportation Plan Draft.”

Steppek clarified KATS is operating under a plan extension from Federal Highway and due to the timeline, any delay in plan approval could freeze the Transportation Improvement Program (TIP) including a delay in the December TIP Amendments. Gwin asked if the Committee could open a hearing with the possibility of approving the Plan with amendments. Chair Schultz summarized there is a motion already on the table to postpone action and asked if there was support.

The MOTION by Minkus “to postpone action on the 2050 Metropolitan Transportation Plan Draft” was SUPPORTED by Worden.

Arif stated the action item should be discussed before the Committee makes a motion. Stepek and Minkus requested discussion. Minkus explained as a member of the Non-motorized Subcommittee, consensus reached by the Subcommittee members related to the nonmotorized element is not represented in the MTP as currently presented. Minkus therefore recommends sending the MTP back to the Non-motorized Subcommittee, with plans to be presented to the Technical Committee in December. Minkus highlighted the issue after a request by Stepek that consensus was not reached by the Non-motorized Subcommittee on inclusion of all the previous 2045 Long-Range Plan Map 7 regional routes which are now shown on Map 17 of the 2050 Plan. Stepek disagreed that the Non-motorized Subcommittee supported inclusion of the routes which resulted in KATS showing the two-layers of the map, as previously explained. Stepek referenced changes KATS made to the plan after recent discussions, reading an excerpt from page 81:

“The proposed bike routing shown on Map 17 and Map 17A is a combination of agency submitted plans and additional routes gathered through the KATS public engagement process. The proposed routing is intended to continue the work originally shown on Map 7 of the KATS 2045 Metropolitan Transportation Plan. Interested citizens and advocacy groups, including Bike Friendly Kalamazoo (Bike Friendly Kalamazoo’s website), have proposed different networks for routing. Ultimately, changes in proposed routing, facility type, location, and local priority will change as proposed projects move towards implementation through their local agencies.”

Worden explained that people previously stated the Road Commission of Kalamazoo County is required to follow the map routes since they are in the long-range plan. Minkus and Worden both said the Road Commission submitted a nonmotorized map for the plan which included engineering and safety considerations, which is not reflected. Stepek responded the routes are included in the agency submitted layer. Schultz opined the routes are not set in stone in the plan per this excerpt from page 82 of the plan alongside Map 17:

“The proposed facilities represent a high level planning guide for project implementation and their inclusion does not guarantee funding. Their purpose is to help the MPO identify regionally significant priority projects and to enhance the cooperation and coordination between jurisdictions for facility development. Changes in routing, facility type, location, and local priority will change as proposed projects move towards implementation.”

Minkus stated this above paragraph was carried over from 2045 plan. Worden provided further information that the 2045 MTP reached the Road Commission of Kalamazoo County (RCKC) board level with people demanding the nonmotorized map routes be implemented. Worden expressed the need for a tool and visual to represent the road agencies which is not currently reflected in the 2050 MTP. Engineering and safety considerations were included. Minkus added some comments submitted could not be located in the document. Stepek reported Minkus’ comments can be found on page 276. Stepek pointed out the Non-motorized Subcommittee meetings were ongoing for a year and KATS Staff and other agencies felt we had consensus. Stepek stated there were no comments brought to KATS outside those included prior to the public comment deadline. At the request of RCKC, KATS made amendments to the plan after public comment ended. KATS operates cooperatively, including all comments and feedback. To exclude public generated routing in maps or

public comment in the plan is counterintuitive to the Metropolitan Planning Organization's cooperative process. Feldt asked how quickly changes would need to be made to meet the deadlines and whether we could schedule a special meeting. Stepek responded the deadline is the end of November when the current plan expires and it would be difficult to schedule a special meeting due to the Thanksgiving holiday. Schultz further discussed timing and it was determined that a Technical Committee meeting prior to November 10, 2021 would be necessary. Horner asked if members could vote via email. Stepek responded that would not be an option due to the Open Meetings Act. Stepek favors adopting the plan as presented with the recommendation that the Non-motorized Subcommittee meet in December 2021, and propose an amendment to the MTP in January 2022. That way TIP Amendments and projects are not delayed. Worden expressed support of removing the dark blue proposed regional routes from both 17 Maps. Sotherland asked how the numerous pages of public comments are addressed. Secondly, Sotherland doesn't remember discussion of the RCKC nonmotorized map at the Non-Motorized Subcommittee meetings. Lastly, Sotherland suggested including verbiage in the plan about the decision to maintain the Non-Motorized Subcommittee meetings on a regular basis. Stepek responded comments are incorporated into the plan by KATS Staff review considering any required policies and procedures. Secondly, the Non-Motorized Subcommittee thoroughly discussed the nonmotorized map. Lastly, since this MTP is a planning document, it is not the appropriate place to set the Subcommittee meeting structure. Gwin suggested separating the maps between what was submitted by the agencies and what was submitted by the community. Stepek responded that is an option but the Subcommittee wanted them combined. Minkus added the RCKC nonmotorized map was presented to the Non-Motorized Subcommittee but not directly to the Technical Committee. Minkus added RCKC has further refined routes based on safety, engineering, and corridor level assessments. Arif said the issue needed to be discussed at the Subcommittee level and the majority censuses at that level reigns. Minority opinion cannot then be introduced subsequent to that Subcommittee consensus which becomes part of the document. Stepek added KATS Staff is happy to make amendments to the plan, which is a living document.

After discussion, Chair Schultz reiterated there is a motion with support on the floor ***"to postpone action on the 2050 Metropolitan Transportation Plan Draft."*** MOTION FAILED with 13 against, 3 in favor, and 1 abstention.

MOTION by Stefforia SECOND by Ladd, ***"that the Technical Committee recommend to the Policy Committee that the 2050 Metropolitan Transportation Plan be adopted with the directive to the Technical Committee and the Non-motorized Subcommittee to meet the first quarter of 2022 to discuss concerns of the Road Commission."*** MOTION PASSED with 15 in favor, and 2 against.

TECHNICAL COMMITTEE OFFICER ELECTION

Schultz provided explanation that traditionally the Vice-Chair moves up to Chair and a new Vice-Chair volunteers or is nominated. Last month Stefforia volunteered to serve as the next Vice-Chair. The current Vice-Chair Minkus would become Chair. Officer terms are two-years beginning January 1, 2022. There were no other volunteers or nominations.

MOTION by Vlietstra, SECOND by Gwin, ***"to approve the Technical Committee Chair and Vice-Chair as Minkus and Stefforia respectively, for a two-year term beginning January 1, 2022."*** MOTION APPROVED.

METRO PRESENTATION

Due to a prior commitment, Chair Schultz appointed Vice-Chair Minkus to lead the rest of the meeting and postponed the Metro presentation.

PUBLIC TRANSPORTATION UPDATES

Vlietstra reported the Kalamazoo County-wide Kalamazoo County Transportation Authority (KCTA) proposed millage passed at the November 2, 2021 election with 72 percent in favor and 82 of the 85 precincts reporting. Candidates will be interviewed this week for the KCTA Director of Operations position.

STATUS REPORTS

ROADS-

DenBraber updated the Michigan Department of Transportation M-96 project near Augusta is complete except for the second pavement marking application. The I-94 at Portage Road project Kilgore Service Road is expected to open to two-way traffic in two weeks. Although material and health delays are impactful, the project is progressing.

Ladd reported the City of Kalamazoo Portage Street project is wrapping up for the year and will continue next spring. The second round of sidewalk repair and replacement is complete. A total of 5 miles of sidewalks were repaired in the city this year, with more planned for next year. The Sun Valley water main replacement and resurfacing project is wrapping up. The city is planning 2022 projects including a Stadium Drive culvert replacement project that will be bid, awarded, and constructed before the Stadium Drive resurfacing project from Howard to Lovell can begin.

Minkus stated the Road Commission of Kalamazoo County (RCKC) Nichols Road project should be wrapping up in the next couple weeks. Most other projects are wrapped up for the year. RCKC is in the process of turning in 2022 projects for obligation and letting.

LAND USE/PLANNING AND ZONING-

Anderson reported the final version of the City of Kalamazoo Street Design Manual will be out next week.

Feldt stated the City of Portage City Council approved another phase of the planned residential development off Osterhout that will add 26 new duplexes for a total of 52 new dwelling units. Nonmotorized pedestrian improvements are also planned to accommodate the development.

Stefforia reached out to the Redwin Apartments to consider a Comstock Township development. The project was presented to the Planning Commission and will be passed along to the Township Board to recommend conditionally rezoning the G Avenue and Gull Road area for 189 dwelling units.

Horner reported the Oshtemo Township Board voted last month to initiate a housing study so results can be incorporated into the Master Plan update in 2022. The Oshtemo sewer project is moving forward which would cover 17 miles of the total 77 miles of local roads in the township and take approximately 2-3 years to complete.

NEW BUSINESS

Steppek reported we are operating under another continuing resolution making it even more important to submit 2022 Transportation Improvement Program Amendments or changes to 2022 projects as soon as possible including the impact of the accelerated schedule due to the holidays. In response to Minkus' inquiry, Stepek and Walters responded the continuing resolution goes through early December.

PUBLIC COMMENTS

Selden of Bike Friendly Kalamazoo congratulated Minkus and Stefforia for election as officers to the committee. Selden announced next year's bike art competition will entail putting murals in public places expressing the joy of bicycling. Contact the Kalamazoo County Public Art Commission or Selden with potential mural building locations.

Sotherland of Citizens Advisory Committee opined everyone should take pride in the importance placed on nonmotorized infrastructure in the region and the long chapter 7 dedicated to it in the MTP. Sotherland appreciates everyone's efforts related to nonmotorized development to continue making it a key part of the region's focus and looks forward to future progress from the Non-motorized Subcommittee.

ADJOURNMENT

Following a motion by Arif and a second by Stefforia, Vice-Chair Minkus adjourned the November 4, 2021 Technical Committee Meeting at 10:47 a.m.

The next meeting of the Kalamazoo Area Transportation Study Technical Committee will be held on Thursday, December 2, 2021 at 9:30 a.m.

MEMORANDUM

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

From: Nancy R Stoddard, Parchment City Manager

Date: January 3, 2022

Re: Purchase Agreement for the former Mill Waste Water Treatment Plant

Background: In October of 2020, Global Remediation and Environmental Services LLC (GRES) approached the city with questions regarding the former Mill Waste Water Treatment Plant. Knowing that Georgia Pacific needed to perform the remediation of this property, GRES opened the conversation with the City of Parchment and Attorney Soltis about the possible acquisition of this parcel.

Discussion: In March of 2021, GRES Attorney Byl asked for a meeting to discuss the plans for this parcel with the Envisioning the River group so that provisions could be made to ensure that the property would have an easement placed on it for a future non-motorized trail. In September 2021, Attorney Byl sent a draft agreement which did not include all the language that was needed for the trail plan. In November of 2021, representatives from Georgia Pacific met with Envisioning Our River group and the City Manager to discuss what was needed in the agreement to move the purchase agreement forward. A detailed list was then sent to Attorney Byl and the Purchase Agreement was amended to include all the necessary language for the non-motorized trail, fencing of remediation areas, timeline for remediation of the trail portion of the property, and a survey to be funded by Georgia Pacific to establish the trail easement.

Recommendation:

The recommendation is to accept the purchase agreement by Global Remediation and Environmental Services LLC for the former Mill Waste Water Treatment Plant.

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, subject to the Easement.

(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 shall, 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 Inspection 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; and

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

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 reports and test data from 2018-2021 delivered to Transferee, on or emanating from the Property. Transferee waives and releases any and all claims of any type or nature, known or unknown, against Transferor and Transferor's Agents, past or present, arising in any way from the contamination on or from the Property, including but not limited to PFAS contamination. To the extent required under Part 201, Transferee shall use good faith efforts to complete remediation of the area of the Easement on or before January 1, 2024, if the remediation is reasonably determined to be necessary by the Michigan Department of Environment, Great Lakes and Energy and has been agreed to by Transferee.

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 Section 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 Section 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 either: (a) after providing the termination notice pursuant to this Section above, neither Party shall have any further liability under this Agreement; or (b) 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 Section, Subsection, 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.

[Signature page to follow.]

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

Dated: _____, 202__

CITY OF PARCHMENT

By _____

Its _____

Transferor

Dated: _____, 202__

GLOBAL REMEDIATION AND ENVIRONMENTAL SERVICES LLC,

By _____

Its _____

Transferee

22550017

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.

"**Easement**" shall mean a 20 foot wide easement reserved by the Transferor at Closing established on the southern boundary of the Property for the installation and public use of a non-motorized trail. Transferee shall not install any fencing that will block ingress and egress through such non-motorized trail. Transferee may install fencing around the remainder of the property for remediation purposes.

"**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.

"**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.

"**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 City of Parchment, 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.

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

"Survey" means a survey of the Property in the form required by Transferee, including, without limitation, establishing the southern property line for the installation of parcel number 02-34-401-020 in Cooper Township (also known as the former Mill Waste Water Treatment Plant).

"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.

"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.

"Transferor" means the City of Parchment, a Michigan municipal corporation, with an address of 650 S. Riverview Drive, Parchment, Michigan 49004.

"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.

EXHIBIT B

Property

[insert legal description]