



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

August 7, 2023

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 July 17, 2023
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. 1495 – action
- ii. KABA 2023 July Report - receive
- iii. Kindleberger Park Pavilion #1 Rental – Sherman Birthday Party- action
- iv. Kindleberger Park Pavilions #1 – Brooks Family Barbecue – action
- v. Thank You Note From East Thomas Street Residents - receive

8. Unfinished Business

9. New Business

- A. 2022 Annual Report, Kalamazoo Twp Police Department - receive
- B. Callendar Commercial Sales Agency Agreement – 122 N Riverview Drive (former Bellisle building lot) - action
- C. Callendar Commercial Sales Agency Agreement – Property on Riverview and Bellisle Boulevard (surrounds Twisters)
- D. AT&T - Metro Act Right of Way Permit Extension – action
- E. Resolution of Adoption of the 2022 Kal County Hazard Mitigation Plan – action
Link to Plan: <https://www.kalcounty.com/em/hazard.php?tag=mitigation>

10. Citizen Comments – Items ON or OFF the Agenda

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

11. Mayor and Commissioner Comments

12. City Manager Comments

13. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY JULY 17, 2023.

1. Call to order

Mayor Britigan called the meeting to order at 7:00 p.m. then led everyone in the Pledge of Allegiance.

2. Roll Call.

Present: Mayor Britigan, Commissioners Cooper, Conner, Evans, Fooy, Jordan, and Madaras. City Manager Stoddard, Attorney Soltis, City Treasurer/Clerk Stutz.

Absent: None.

3. Minutes

Moved by Commissioner Madaras, supported by Commissioner Conner to approve the amended minutes of the June 19, 2023 Regular meeting. **Motion Carried.**

4. Additions or changes to the agenda.

Map added for item 9E. Moved by Vice Mayor Jordan supported by Commissioner Fooy to approve the agenda as presented. **Motion Carried.**

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Questions by Commissioners were answered regarding specific items. Moved by Commissioner Conner, supported by Commissioner Cooper to receive the consent agenda items. **Motion Carried.**

7. Unfinished Business

A. None.

8. New Business

A. Block party request for Thomas Street – action. Mayor Britigan explained that this request was received on 7/6/23 for Saturday, 7/29/23. City Manager Stoddard said that she was unaware of the city ever approving one before. This would be on E Thomas, between Elmhurst and Groveland; adding that closing the street could be a cost concern due to overtime for employees. Kristen Capelli, resident of 318 E Thomas, explained that the idea was to be able to have a thru-way for emergency vehicles, but close the road between 6 and 10 pm. She added that she thought it would foster a sense of community, and allow for people with mobility problems and families with small children to take part near home. Discussion about insurance and liability took place, questions asked and answered. Moved by Commissioner Cooper, supported by Commissioner Conner to approve the block party conditional to the notification of police and fire services, and consultation with our insurance company. Roll call vote was as follows:

Ayes: Britigan, Conner, Cooper, Evans, Fooy, Jordan, and Madaras.

Nays: None.

Absent: None.

Abstain: None.

Motion Carried 7-0.

B. Fishbeck (MI Deal) Professional Services Contract – action. Mayor Britigan introduced David Stegink of Fishbeck to go over the contract provided. Mr. Stegink said that his company is a MI Deal provider, so there's already a pricing discount. He added this is related to the EPA Grant that was awarded, and explained how the grant would be distributed, and that the money would be used on subcontractors for excavation, laboratory work, etc. He noted that this was "the biggest challenge" of his career and "is excited to get started". Questions were asked and answered. Moved by Commissioner Cooper, supported by Commissioner Fooy, to approve the contract as presented, and authorize the City Manager to sign all relevant documents related to the action. Roll call vote was as follows:

Ayes: Britigan, Conner, Cooper, Evans, Fooy, Jordan, and Madaras.

Nays: None.

Absent: None.

Abstain: None.

Motion Carried 7-0.

C. Sanitary Sewer Easement Agreement, Parchment Partners – action. Mayor Britigan reminded everyone that the USDA loan/grant requires certain easements from landowners, and this is one from Parchment Partners, the property near Nieboer Heating and Cooling at the end of Shoppers Lane at Commerce. City Manager Stoddard explained that many easements are required (19), as they were not part of prior sales, and there are 5 outstanding. She mentioned the Thrun attorney says this agreement makes sense. Moved by Commissioner Fooy, supported by Commissioner Evans to approve the easement and authorize the City Manager to sign all relevant documents related to the action. Roll call vote was as follows:

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

Motion Carried 7-0.

D. Budget Amendments to 2023 Year End – action. City Treasurer Stutz explained that in her review of year end financials, two general ledger accounts exceeded their budgeted expense. She noted that each of the funds have ended the year in better position than we budgeted. Moved by Commissioner Madaras, supported by Vice Mayor Jordan to approve the budget amendments as presented. **Motion Carried.**

E. Access Agreement to Existing Monitor Wells, Arcadis of MI, Georgia Pacific – action. City Manager Stoddard explained that the previous agreement was with Tetra Tech, now Georgia Pacific has hired Arcadis for the work mandated them by EGLE. Discussion took place. Moved by Commissioner Madaras, supported by Commissioner Evans, to approve the agreement as presented and authorize the City Manager to sign all relevant documents. Roll call vote was as follows:

Ayes: Britigan, Conner, Cooper, 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 Cooper said she was thrilled to have the contract with Fishbeck, adding special thanks to those on the commission when PFAS broke, saying “it must’ve been hard to be in the seat”. She then added her thanks to everyone for a successful festival.

Commissioner Conner discussed calculations on the water and sewer bills, saying that if people have questions, they should contact Kalamazoo City directly.

Commissioner Madaras expressed her excitement for the Veterans Memorial to break ground. She then relayed how much she enjoyed the festival, thanking Kris Jordan and all the chairpersons and volunteers, then adding that Kris will be difficult to replace.

Commissioner Evans echoed those comments, and asked people to volunteer!

Commissioner Fooy said he was looking forward to the block party, and said “hats off “ to the KAC, great job.

Vice Mayor Jordan thanked everyone for the successful festival, saying the plays were “tremendous”.

Mayor Britigan echoed those comments, adding thanks to city staff, saying things were “first rate”. He then asked about ordinance enforcement, and reminded everyone of the July 31 joint PC and City Commission meeting.

11. **City Manager Comments/Reports**

City Manager Stoddard said she was very impressed with the festival, expressing her many thanks to the volunteers and chairpersons, saying it takes everyone to pull it together. She added that she was thrilled to be a part of it, and that it was very enjoyable.

12. **Adjournment**

There being no further business to come before the Commission, it was moved by Commissioner Cooper and supported by all to adjourn the meeting at 8:26 p.m.

Shannon Stutz, City Clerk



City of Parchment
 Check Register Report
 Warrant 1495

Check	Check Date	Vendor Name	Description	Amount
37674	07/20/2023	BONNIE BUCK	DEPOSIT REFUND - GAZEBO - 07/12/2023	100.00
37675	07/20/2023	CLAUDIA BRITIGAN	THEATER SUPPLIES	340.85
37676	07/20/2023	CONSUMERS ENERGY	ACCT #: 0018 5080 CP STREET LIGHTS	2,902.14
37677	07/20/2023	COUNTY NATIONAL BANK	PRE - JARED BRUNER 02-06-165-040	1,635.25
37678	07/20/2023	CURTIS CHAPMAN	WOOD/HARDWARE FOR SCENERY DESIGN	75.56
37679	07/20/2023	EDWARD LESTER	CROSSROADS BLUES BAND - CONCERT - JULY 2	1,000.00
37680	07/20/2023	ENGINEERED PROTECTION SYSTEMS	WATER TREATMENT PLANT - 08/01/23-10/31/2	186.84
37681	07/20/2023	FORD, KRIEKARD, SOLTIS & WISE	GENERAL MATTERS - JUNE Genl \$2387.50 Police \$218.75	2,606.25
37682	07/20/2023	JACK PEARL'S TEAM SPORTS	T-SHIRTS - CAST/VOLUNTEERS	990.00
37683	07/20/2023	JENNIFER GOOD	REFUND - SOCK HOP TICKETS	25.00
37684	07/20/2023	KAL KLEEN INC.	CARPET CLEANING @ CITY HALL	311.22
37685	07/20/2023	KALAMAZOO CITY TREASURER	Water Bills - APRIL, MAY JUNE	1,608.10
37686	07/20/2023	KALAMAZOO CO. ROAD COMMISSION	TRAFFIC SIGNAL MAINT & ENERGY USE-MARCH-	114.28
37687	07/20/2023	KEN HOLDA	COPIES OF SCRIPT/SCORE	64.05
37688	07/20/2023	MATT ERVIN	HEADSET MICROPHONES	491.33
37689	07/20/2023	MIKE CONNER	CAR SHOW EXPENSES (DJ - JON MORRIS)	300.00
37690	07/20/2023	MULDER WATERPROOFING & SEALANT	INSTALLATION OF ELASTOMERIC COATING - WA	48,960.00
37691	07/20/2023	PETAL AND JOY FLOWER FARM, LLC	KSF FLOWER BOUQUETS	350.00
37692	07/20/2023	PK CONTRACTING	STRIPING ON RIVERVIEW (WHITE & YELLOW)	4,067.40
37693	07/20/2023	PREIN & NEWHOF	Services - TO 06/30/23 Sanitary \$6627.80, Commerce Lane \$1856.00	8,483.80
37694	07/20/2023	RATHCO SAFETY SUPPLY INC.	GALVINIZED POST	205.25
37695	07/20/2023	REPUBLIC SERVICES #249	CITY WIDE PICK UP - JULY 3-0249-9249010	9,640.25
37696	07/20/2023	SARA TOMASZEWSKI	COSTUMES	205.41
37697	07/20/2023	THE BLUE LEAF'S BAND LLC	CONCERT - JULY 30, 2023	2,700.00
37698	07/20/2023	THRUN LAW FIRM P.C.	USDA LOAN - MAY/JUNE	342.00



2023 MONTHLY PERMITS BY JURISDICTION

MONTH OF JULY 2023

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	9	\$ 2,025
COMSTOCK	ELECTRICAL	14	\$ 3,452
COMSTOCK	MECHANICAL	32	\$ 6,851
COMSTOCK	PLUMBING	8	\$ 1,580
COMSTOCK	SPECIAL - JURISDICTION	2	\$ 300
COMSTOCK	SPECIAL - HOMEOWNER	-	\$ -
TOTAL COMSTOCK		65	\$ 14,208
KALAMAZOO	BUILDING	10	\$ 1,588
KALAMAZOO	ELECTRICAL	14	\$ 1,808
KALAMAZOO	MECHANICAL	18	\$ 2,472
KALAMAZOO	PLUMBING	10	\$ 1,140
KALAMAZOO	SPECIAL - JURISDICTION	7	\$ 500
KALAMAZOO	SPECIAL - HOMEOWNER	3	\$ 210
TOTAL KALAMAZOO		62	\$ 7,718
PARCHMENT	BUILDING	-	\$ -
PARCHMENT	ELECTRICAL	1	\$ 110
PARCHMENT	MECHANICAL	4	\$ 531
PARCHMENT	PLUMBING	-	\$ -
PARCHMENT	SPECIAL - JURISDICTION	-	\$ -
PARCHMENT	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PARCHMENT		5	\$ 641
PINE GROVE	BUILDING	2	\$ 1,522
PINE GROVE	ELECTRICAL	4	\$ 570
PINE GROVE	MECHANICAL	2	\$ 260
PINE GROVE	PLUMBING	1	\$ 264
PINE GROVE	SPECIAL - JURISDICTION	-	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PINE GROVE		9	\$ 2,616
RICHLAND	BUILDING	10	\$ 5,046
RICHLAND	ELECTRICAL	22	\$ 4,790
RICHLAND	MECHANICAL	14	\$ 2,401
RICHLAND	PLUMBING	20	\$ 4,696
RICHLAND	SPECIAL - JURISDICTION	-	\$ -
RICHLAND	SPECIAL - HOMEOWNER	-	\$ -
TOTAL RICHLAND		66	\$ 16,933
RICHLAND VILLAGE	BUILDING	1	\$ 104
RICHLAND VILLAGE	ELECTRICAL	-	\$ -
RICHLAND VILLAGE	MECHANICAL	2	\$ 340
RICHLAND VILLAGE	PLUMBING	-	\$ -
RICHLAND VILLAGE	SPECIAL - JURISDICTION	-	\$ -
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL RICHLAND VILLAGE		4	\$ 499
TOTAL		211	\$ 42,615.00

REVENUE	REVENUE
JULY 2022	% PREV YEAR MONTH
\$ 238	17905.5%

PERMITS	PERMITS
JULY 2022	% 2022 - YTD
53,910.50	0.4%



2023 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: JULY 2023

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	193	\$ 195,511
COMSTOCK	ELECTRICAL	148	\$ 31,826
COMSTOCK	MECHANICAL	123	\$ 22,917
COMSTOCK	PLUMBING	109	\$ 20,800
COMSTOCK	SPECIAL - JURISDICTION	8	\$ 750
COMSTOCK	SPECIAL - HOMEOWNER	2	\$ 110
TOTAL COMSTOCK		583	\$ 271,914
KALAMAZOO	BUILDING	62	\$ 32,426
KALAMAZOO	ELECTRICAL	80	\$ 11,339
KALAMAZOO	MECHANICAL	153	\$ 23,009
KALAMAZOO	PLUMBING	44	\$ 6,098
KALAMAZOO	SPECIAL - JURISDICTION	25	\$ 2,400
KALAMAZOO	SPECIAL - HOMEOWNER	6	\$ 275
TOTAL KALAMAZOO		370	\$ 75,547
PARCHMENT	BUILDING	8	\$ 1,362
PARCHMENT	ELECTRICAL	6	\$ 916
PARCHMENT	MECHANICAL	8	\$ 1,097
PARCHMENT	PLUMBING	4	\$ 591
PARCHMENT	SPECIAL - JURISDICTION	2	\$ 300
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		28	\$ 4,266
PINE GROVE	BUILDING	23	\$ 13,268
PINE GROVE	ELECTRICAL	24	\$ 4,442
PINE GROVE	MECHANICAL	24	\$ 3,703
PINE GROVE	PLUMBING	8	\$ 1,897
PINE GROVE	SPECIAL - JURISDICTION	1	\$ 100
PINE GROVE	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL PINE GROVE		81	\$ 23,465
RICHLAND	BUILDING	51	\$ 37,587
RICHLAND	ELECTRICAL	74	\$ 13,540
RICHLAND	MECHANICAL	101	\$ 16,595
RICHLAND	PLUMBING	37	\$ 7,354
RICHLAND	SPECIAL - JURISDICTION	3	\$ 350
RICHLAND	SPECIAL - HOMEOWNER	0	\$ -
TOTAL RICHLAND		266	\$ 75,426
RICHLAND VILLAGE	BUILDING	10	\$ 4,932
RICHLAND VILLAGE	ELECTRICAL	7	\$ 1,680
RICHLAND VILLAGE	MECHANICAL	11	\$ 1,848
RICHLAND VILLAGE	PLUMBING	8	\$ 1,394
RICHLAND VILLAGE	SPECIAL - JURISDICTION	2	\$ 200
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	0	\$ -
TOTAL RICHLAND VILLAGE		38	\$ 10,054
TOTAL KABA	YTD	1366	460,672.00

REVENUE	REVENUE
YTD - JULY 2022	% 2022 - YTD
\$ 431,096	106.9%

REVENUE
% 2023 YTD BUDGET
1.22%

PERMITS	PERMITS
YTD - JULY 2022	% 2022 - YTD
1270	107.6%

2023 MONTHLY CUMULATIVE TOTALS			
# PERMITS	REVENUE		
150	\$ 48,411		JAN
142	\$ 34,998		FEB
276	\$ 144,116		MAR
211	\$ 57,279		APR
302	\$ 88,902		MAY
285	\$ 86,966		JUN
-	\$ -		JUL
-	\$ -		AUG
-	\$ -		SEP
-	\$ -		OCT
-	\$ -		NOV
-	\$ -		DEC
1,366	\$ 460,672		



2023 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: JULY 2023

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	202	\$ 197,536
COMSTOCK	ELECTRICAL	162	\$ 35,278
COMSTOCK	MECHANICAL	155	\$ 29,768
COMSTOCK	PLUMBING	117	\$ 22,380
COMSTOCK	SPECIAL - JURISDICTION	10	\$ 1,050
COMSTOCK	SPECIAL - HOMEOWNER	2	\$ 110
TOTAL COMSTOCK		648	\$ 286,122
KALAMAZOO	BUILDING	72	\$ 34,014
KALAMAZOO	ELECTRICAL	94	\$ 13,147
KALAMAZOO	MECHANICAL	171	\$ 25,481
KALAMAZOO	PLUMBING	54	\$ 7,238
KALAMAZOO	SPECIAL - JURISDICTION	32	\$ 2,900
KALAMAZOO	SPECIAL - HOMEOWNER	9	\$ 485
TOTAL KALAMAZOO		432	\$ 83,265
PARCHMENT	BUILDING	8	\$ 1,362
PARCHMENT	ELECTRICAL	7	\$ 1,026
PARCHMENT	MECHANICAL	12	\$ 1,628
PARCHMENT	PLUMBING	4	\$ 591
PARCHMENT	SPECIAL - JURISDICTION	2	\$ 300
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		33	\$ 4,907
PINE GROVE	BUILDING	25	\$ 14,790
PINE GROVE	ELECTRICAL	28	\$ 5,012
PINE GROVE	MECHANICAL	26	\$ 3,963
PINE GROVE	PLUMBING	9	\$ 2,161
PINE GROVE	SPECIAL - JURISDICTION	1	\$ 100
PINE GROVE	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL PINE GROVE		90	\$ 26,081
RICHLAND	BUILDING	61	\$ 42,633
RICHLAND	ELECTRICAL	96	\$ 18,330
RICHLAND	MECHANICAL	115	\$ 18,996
RICHLAND	PLUMBING	57	\$ 12,050
RICHLAND	SPECIAL - JURISDICTION	3	\$ 350
RICHLAND	SPECIAL - HOMEOWNER	0	\$ -
TOTAL RICHLAND		332	\$ 92,359
RICHLAND VILLAGE	BUILDING	11	\$ 5,036
RICHLAND VILLAGE	ELECTRICAL	7	\$ 1,680
RICHLAND VILLAGE	MECHANICAL	13	\$ 2,188
RICHLAND VILLAGE	PLUMBING	8	\$ 1,394
RICHLAND VILLAGE	SPECIAL - JURISDICTION	2	\$ 200
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL RICHLAND VILLAGE		42	\$ 10,553
TOTAL KABA	YTD	1577	503,287.00

REVENUE	REVENUE
YTD - JULY 2022	% 2022 - YTD
485,006.60	103.8%

REVENUE
% 2023 YTD BUDGET
1.34%

PERMITS	PERMITS
YTD - JULY 2022	% 2022 - YTD
1508	104.6%

2023 MONTHLY CUMULATIVE TOTALS			
# PERMITS	REVENUE		
150	\$ 48,411		JAN
142	\$ 34,998		FEB
276	\$ 144,116		MAR
211	\$ 57,279		APR
302	\$ 88,902		MAY
285	\$ 86,966		JUN
-	\$ -		JUL
-	\$ -		AUG
-	\$ -		SEP
-	\$ -		OCT
-	\$ -		NOV
-	\$ -		DEC
1,366	\$ 460,672		

Kindleberger Park Reservation Form

2023 9 2 TIME

___ 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)

RECEIVED

JUL 26 2023

PAID

Name: Avery Sherman Phone: 269-993-6111

Address: 1318 Waverly Drive, Kalamazoo, MI 49048

Email: asherman0351@gmail.com Alternate Phone: 269-744-4375

Date of Event: Saturday, August 5, 2023 Time: 2:00p - 6:00p

Type of event: 1st Birthday party

Approximate number of attendees: 40

Will there be music as part of your event? No

Name of DJ, musical performer, sound technician: N/A

Decorations, rental chairs/tents/tables? Describe: Bringing our own folding tables and chairs; general picnic-theme decor

Name & address for deposit return: Avery Sherman
1318 Waverly Drive, Kalamazoo, MI 49048

07/25/2023
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: NS Date: 7-26-2023

Payment amount received: 100⁰⁰ Receipt # _____
Check # 1226 Cash _____ Credit _____

APPROVAL

Signature _____

7-26-2023
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: Stephanie Brooks Phone: 269-998-3003

Address: 2305 Brook Dr

Email: Stephrenab@gmail.com Alternate Phone: _____

Date of Event: Aug 12, 2023 Time: 1pm-5pm

Type of event: family barbecue

Approximate number of attendees: 20

Will there be music as part of your event? yes

Name of DJ, musical performer, sound technician: no

Decorations, rental chairs/tents/tables? Describe: no

Name & address for deposit return: _____

RECEIVED

JUL 25 2023

Stephanie Brooks
Signature

July 25, 2023
Date

PAID

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: 7-25-23

Payment amount received: \$100 Receipt # _____

Check # _____ Cash Credit _____

APPROVAL

Signature _____

Date _____



To Mayor Britigan
Vice Mayor Jordan
City Manager Stoddard
and The Commissioners

Our sincerest Thank yous!

We had a wonderful afternoon & evening gathered as community, the kids were able to play, laugh & explore safely! We greatly appreciate your approval of the road closure so we were able to do so.

Sincerely,
E. Thomas & Residents ♡

MEMORANDUM

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

From: Nancy R Stoddard, Parchment City Manager

Date: August 6, 2023

Re: 2022 Annual Report from Kalamazoo Township Police Department

Police Chief Bryan Ergang will be delivering the 2022 Annual Report from the Kalamazoo Township Police Department at the August 7, 2023 City Commission Meeting. The City Manager has been given a hard copy of the report.

To see the electronic version of the report, go to:

<https://www.ktwp.org/documents/tkpd-2022-annual-report/>

**SALE AGENCY AGREEMENT
(PROPERTIES FOR SALE)**

1. **CONSIDERATION AND TERMS OF CONTRACT.** In consideration of Broker's agreement to list the real property and business opportunity (if any) described herein and all equipment, fixtures, and/or personal property appurtenant to and currently used in connection with the improvements thereon except office furniture and to pay the fee and in further consideration of Broker's agreement to use Broker's best efforts to find a buyer, the undersigned Seller hereby grants Callander Commercial, LLC (the "Broker") from August 3, 2023 to 11:59 pm Eastern time on August 3, 2024 (the "Listing Period") the exclusive irrevocable right and privilege to sell the Premises located in the City Township Village of Parchment, Kalamazoo County, Michigan, commonly known as: 122 N. Riverview Drive (legal description to be more particularly described in the title commitment). PP# 06-02-165-110. Approx. lot size and/or acreage: .162; Approx. building square footage offered: 0. Broker to submit the terms of the Agreement to MLS.
2. **PRICE, TERMS.** Seller agrees to sell the Premises for the sum of \$ 39,000 payable in cash or with Seller's consent for a lesser sum or other terms, WHICH PRICE INCLUDES ALL ENCUMBRANCES, TAXES, ASSESSMENTS, AND BALANCES OWING ON ALL EQUIPMENT. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation. The term "sale" as used in this Agreement includes any direct or indirect exchange, trade, or transfer of any direct or indirect interest in the above-listed Premises to which Seller consents, or the exchange, trade or transfer of a controlling interest in any entity with an interest in the Premises. The term "Premises" includes the above-listed Premises and any direct or indirect interest therein. In the event of a sale, if applicable, Seller will convey, or agree in writing to convey by warranty deed, a good and marketable title to said Premises to the buyer thereof. Further, Seller will furnish a policy of title insurance.
3. **BROKERAGE FEE.**
- Seller agrees to pay Broker a brokerage fee of 6 % of the sales price due and payable if: (i) there is a sale by Broker or by Seller or anyone else during the Listing Period (including sales occurring after the Listing Period pursuant to options granted or contracts executed during the Listing Period); (ii) a prospective buyer ready, willing and able to purchase the Premises on the terms specified herein or other terms acceptable to Seller is produced by Broker or any agent or person during the Listing Period; (iii) there is a sale within Six (6) months after expiration of the Listing Period (including sales pursuant to options granted or contracts executed within that period following expiration) to a prospective buyer or tenant who had been introduced to or provided information regarding the Premises during the Listing Period by Broker or Seller or any other agent or person ("Covered Party").
 - if, during the Listing Period, the Premises is leased by Broker or Seller or anyone else, or if within Six (6) months after the expiration of the Listing Period, a lease is made to any Covered Party (defined below) by Broker or Seller or anyone else, Seller agrees to pay Broker a brokerage fee of 6% % of the total rent and paid by tenant to Seller under the lease. The total brokerage fee owed pursuant to this Paragraph shall be paid upon execution of a lease for the Premises, and renewal brokerage fees shall be paid upon tenant's exercise of renewal option. Brokerage fees shall not be otherwise affected by a later breach or termination of such lease by Seller or tenant. This brokerage fee shall be paid in full promptly within 10 days after it is earned. As used herein "total rent" means the rent (or such other rate as specified in the provisions of the applicable lease) and any cost of living or other defined rent increases over the term of the lease. UPON EXECUTION, LANDLORD SHALL PROVIDE BROKER WITH A COMPLETE COPY OF THE LEASE AND ANY SUBSEQUENT LEASES INCLUDING ANY AMENDMENTS OR RENEWALS THERETO.
 - The brokerage fees may be shared by the Broker with any cooperating broker who participates in the sale per the following compensation schedule: Subagent (of the Seller) 3% of the sale price or buyer's agent 3% of the sale price. Participation in the MLS requires cooperation with at least one type of relationship as listed above.
 - Seller represents and warrants that: (i) there are no obligations to pay brokerage fees to any person or entity except as specified in this Agreement; and (ii) there are no rights of first refusal or options to lease or purchase applicable to the Premises. If these representations and warranties prove to be inaccurate, no such obligation shall diminish the obligation to pay the brokerage fee specified herein. Seller and Broker agree that Broker shall be entitled to payment of reasonable attorney's fees and costs incurred by Broker to collect any brokerage fee or commission owed under this Agreement. Seller agrees that interest shall accrue, and be paid to Broker, at the maximum rate allowed by law on any unpaid balance, compounded monthly until paid.
 - SELLER SHALL DISCLOSE TO ANY SUBSEQUENT BROKER OR SUCCESSOR-IN-INTEREST TO THE PREMISES ITS OBLIGATIONS TO PAY BROKER THE FEES DESCRIBED IN THIS SECTION, AND THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.
4. **REFERRAL.** Seller agrees to refer to Broker all inquiries received concerning the Premises during the Listing Period.
5. **INDEMNIFICATION.** Seller shall indemnify and hold Broker and Broker's agents and subagents harmless from any and all liability for any reason as a result of injury to a person(s) or damage or loss to Premises arising out of a showing of the Premises pursuant to this listing.
6. **OPTIONS.** In the event Seller grants an option to purchase or lease the Premises, other than an option which is part of a lease, Seller agrees that the running of the term of this listing shall automatically be suspended for the duration of the option and, upon the expiration of the option, shall automatically recommence and continue for the remainder of said term so that the Listing Period before and after the option will total the original term (in cumulative days) of this listing.
7. **POSSESSION.** Possession to be given at closing, subject to the rights of tenants, if any.
8. **MARKETING.** Broker is authorized to photograph the Premises and publish pictures, place a marketing sign on said Premises and market on all web based media platforms, as well as have the ability to remove all other marketing signs and online marketing efforts of any previous Broker or Seller. Broker is also authorized to have access to said Premises and all parts thereof for the purposes of showing same at reasonable hours and to promote the Premises in any media it deems necessary. Broker MAY MAY NOT use a key box on the property.
9. **OFFERS.** Broker shall present all offers to Seller unless otherwise agreed in writing with Broker or unless an accepted offer prohibits solicitation or consideration of other offers during the applicable period.

- 10. NON-DISCRIMINATION.** Broker and Seller acknowledge that discrimination because of religion, race, color, national origin, age, sex, marital status, disability, or familial status in connection with the offer, sale or lease of the real estate is prohibited by law.
- 11. HEIRS AND SUCCESSORS.** This Agreement binds Seller, Broker, their personal representatives and heirs, and anyone succeeding to their interest in the Premises.
- 12. OUTSIDE SERVICES.** Broker will not obtain or order products or services from outside sources (e.g. surveys, environmental tests, title insurances, inspections, etc.) without the prior consent of Seller, and Seller agrees to pay all costs of products or services obtained.
- 13. SELLER REPRESENTATIONS.** Seller acknowledges and agrees that Broker's ability to sell the Premises for the highest price and under the most favorable terms to Seller is contingent upon Seller's full disclosure to Broker of all material facts and circumstances pertaining to the Premises, subject to Broker's confidentiality obligations set forth in the section below. Accordingly, Seller represents and warrants that, to the best of Seller's knowledge, Seller has truthfully disclosed to Broker all material facts and circumstances pertaining to the Premises, including whether the Premises is encumbered by any mortgages or other liens (and the status of each) and whether any litigation, claims or investigations are threatened or pending in connection with the Premises.
- 14. CONFIDENTIAL INFORMATION.** Broker acknowledges that Seller may disclose confidential information to Broker in connection with performance of services under this Agreement, and Broker agrees to preserve such information in confidence and not to disclose any such information to the detriment of Seller in connection with any transaction described herein. Similarly, Seller acknowledges that Broker may have received confidential information in the past from a party on the opposite side of a proposed transaction with Seller, and Seller agrees that Broker's faithful maintenance of such information in confidence will not be a breach of any duty to Seller. Seller understands that any real estate agents who show the Premises may not be acting as Seller's agent; therefore, Seller understands that Seller should not disclose confidential information to any salesperson that Seller would not disclose to a buyer. Seller acknowledges that the sale price will be disclosed by the Commercial Alliance of REALTORS® in the ordinary conduct of its business.
- 15. ENVIRONMENTAL DISCLOSURE.** Michigan environmental law provides that a person who has knowledge that his/her real property is a "facility" may not transfer an interest in that real property (including by sale or lease) unless the person provides written notice to the purchaser or lessee. The notice should state that the real property is a facility and disclose the general nature and extent of the release of contamination. A "facility" is any property where contamination in excess of certain concentrations has been released or otherwise exists. An owner should seek legal and technical counsel from experienced professionals if the owner is concerned whether their property is a facility.
- 16. OTHER CONDITIONS.**

17. MISCELLANEOUS. This Agreement contains all of the terms and conditions of the contract between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by the parties. If Seller is an entity, the undersigned represents that he/she has the legal authority to execute this instrument on behalf of the Seller and that Seller has full power and authority to enter into and perform this Agreement, including the conveyance of title as specified. Each of the undersigned individuals who have signed this instrument on behalf of Seller represent and warrant that he/she is authorized to sign this instrument on behalf of such party and to bind such party to the requirements of this instrument. Seller hereby acknowledges receipt of a completed copy of this Agreement. This Agreement shall be governed by Michigan law without regard to choice of law provisions. All disputes or claims, which cannot be settled by good faith negotiation between the parties within a reasonable time, shall be brought only in a court having jurisdiction in Kalamazoo, County, Michigan, and each of the parties hereto expressly consents to the exclusive jurisdiction of such courts to hear any such disputes or claims.

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

BROKER

Listed by: Callander Commercial, LLC
 Broker

Through: _____
 Agent

SELLER

Entity: City of Parchment

By: _____
 (Please sign as you wish your name to appear on the final documents.)

Printed Name: Robert Britigan

Its: Mayor

Entity: _____

By: _____
 (Please sign as you wish your name to appear on the final documents.)

Printed Name: _____

Its: _____

Type of Ownership: Sole Joint Other: _____
 (Please specify)

**SALE AGENCY AGREEMENT
(PROPERTIES FOR SALE)**

1. **CONSIDERATION AND TERMS OF CONTRACT.** In consideration of Broker's agreement to list the real property and business opportunity (if any) described herein and all equipment, fixtures, and/or personal property appurtenant to and currently used in connection with the improvements thereon except office furniture and to pay the fee and in further consideration of Broker's agreement to use Broker's best efforts to find a buyer, the undersigned Seller hereby grants Callander Commercial, LLC (the "Broker") from August 3, 2023 to 11:59 pm Eastern time on August 3, 2024 (the "Listing Period") the exclusive irrevocable right and privilege to sell the Premises located in the City Township Village of Parchment, Kalamazoo County, Michigan, commonly known as: Vacant Parcel (legal description to be more particularly described in the title commitment). PP# 06-03-280-030. Approx. lot size and/or acreage: 5.23; Approx. building square footage offered: 0. Broker to submit the terms of the Agreement to MLS.
2. **PRICE, TERMS.** Seller agrees to sell the Premises for the sum of \$ 125,000 payable in cash or with Seller's consent for a lesser sum or other terms, WHICH PRICE INCLUDES ALL ENCUMBRANCES, TAXES, ASSESSMENTS, AND BALANCES OWING ON ALL EQUIPMENT. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation. The term "sale" as used in this Agreement includes any direct or indirect exchange, trade, or transfer of any direct or indirect interest in the above-listed Premises to which Seller consents, or the exchange, trade or transfer of a controlling interest in any entity with an interest in the Premises. The term "Premises" includes the above-listed Premises and any direct or indirect interest therein. In the event of a sale, if applicable, Seller will convey, or agree in writing to convey by warranty deed, a good and marketable title to said Premises to the buyer thereof. Further, Seller will furnish a policy of title insurance.
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 - b. If, during the Listing Period, the Premises is leased by Broker or Seller or anyone else, or if within Six (6) months after the expiration of the Listing Period, a lease is made to any Covered Party (defined below) by Broker or Seller or anyone else, Seller agrees to pay Broker a brokerage fee of 6% % of the total rent and paid by tenant to Seller under the lease. The total brokerage fee owed pursuant to this Paragraph shall be paid upon execution of a lease for the Premises, and renewal brokerage fees shall be paid upon tenant's exercise of renewal option. Brokerage fees shall not be otherwise affected by a later breach or termination of such lease by Seller or tenant. This brokerage fee shall be paid in full promptly within 10 days after it is earned. As used herein "total rent" means the rent (or such other rate as specified in the provisions of the applicable lease) and any cost of living or other defined rent increases over the term of the lease. UPON EXECUTION, LANDLORD SHALL PROVIDE BROKER WITH A COMPLETE COPY OF THE LEASE AND ANY SUBSEQUENT LEASES INCLUDING ANY AMENDMENTS OR RENEWALS THERETO.
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Seller acknowledges that if a commission is owed under a prior agreement, execution of this Agreement will not eliminate the prior agreement.

BROKER

Listed by: Callander Commercial, LLC
 Broker

Through: _____
 Agent

SELLER

Entity: City of Parchment

By: _____
 (Please sign as you wish your name to appear on the final documents.)

Printed Name: Robert Britigan

Its: Mayor

Entity: _____

By: _____
 (Please sign as you wish your name to appear on the final documents.)

Printed Name: _____

Its: _____

Type of Ownership: Sole Joint Other: _____
 (Please specify)



AT&T Michigan
Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

July 1, 2023

Parchment City Clerk
650 S Riverview Dr
Parchment, MI 49004

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Parchment City Clerk,

This is a letter agreement which extends the existing METRO Act Permit issued by the Parchment City/Kalamazoo County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2023. The extension is for a term to end on December 31, 2028.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-877-9518.

Agreed to by and on behalf of the
Parchment City

By: _____
Signature

Its: _____

Date: _____

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this
Permit Extension granted by the municipality.

By: _____
Angela Wesson

Its: METRO Act Administrator

Date: _____



FEMA

July 5, 2023

Mr. Matt Schnepf
State Hazard Mitigation Officer
Michigan State Police
Emergency Management and
Homeland Security Division
P.O. Box 30634
Lansing, MI 48909

Dear Mr. Schnepf:

Thank you for submitting adoption documentation for the 2022 Kalamazoo County Hazard Mitigation Plan Update. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The plan met the required criteria for a multi-jurisdictional hazard mitigation plan and the plan is now approved for Kalamazoo County. Please submit adoption resolutions for any remaining jurisdictions who participated in the planning process.

The approval of this plan ensures continued availability of the full complement of Hazard Mitigation Assistance (HMA) Grants. All requests for funding, however, will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted.

We encourage the communities to follow the plan's schedule for monitoring and updating the plan and to continue their efforts to implement the mitigation measures. The expiration date of the 2022 Kalamazoo County Hazard Mitigation Plan Update is five years from the date of this letter. The plan must be reviewed, revised as appropriate, resubmitted, and approved no later than the plan expiration date.

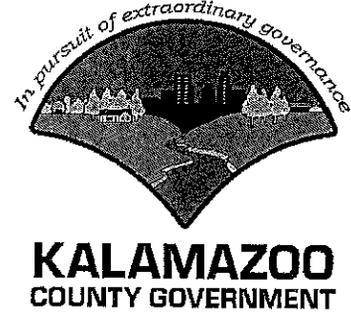
Please pass on our congratulations to these communities for completing this significant action. If you or the communities have any questions, please contact Meghan Cuneo at (202) 615-5294 or meghan.cuneo@fema.dhs.gov.

Sincerely,

JOHN A
WETHINGTON

Digitally signed by
JOHN A WETHINGTON
Date: 2023.07.05
10:00:52 -05'00'

John Wethington
Chief, Risk Analysis Branch
Mitigation Division



LOCAL JURISDICTION RESOLUTION OF ADOPTION
OF THE
2022 KALAMAZOO COUNTY HAZARD MITIGATION PLAN

RESOLUTION NO. 2023-6

A RESOLUTION OF City of Parchment
 (ADOPTING THE 2022 KALAMAZOO COUNTY HAZARD MITIGATION PLAN)

(Jurisdiction Name)

WHEREAS City of Parchment
 recognizes that all hazards pose a potential threat to people and property within our community; and...

WHEREAS Kalamazoo County Emergency Management has prepared a multi-hazard mitigation plan, hereby known as the 2022 Kalamazoo County Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and...

WHEREAS the 2022 Kalamazoo County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Kalamazoo County, Michigan from the impacts of future hazards and disasters; and...

WHEREAS adoption by City of Parchment
 demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2022 Kalamazoo County Hazard Mitigation Plan,
 (Governing Body)

NOW THEREFORE, BE IT RESOLVED BY THE Parchment City Commission

THAT:

Section 1. City of Parchment hereby adopts the 2022 Kalamazoo County Hazard Mitigation Plan. While content related to Kalamazoo County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require sub-jurisdictions to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

ADOPTED by a vote of ____ in favor and ____ against, and ____ abstaining, this ____ day of _____, _____.

By: _____ (print name) _____ (signature)

ATTEST: By: _____ (print name) _____ (signature)