



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

December 18, 2023

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice Mayor Thomas Jordan

Commissioner Justin Mendoza

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 4, 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. 1505 – action
- ii. Credit Card Statement for November 2024 - action
- iii. Financial Reports for November 2024 – receive
- iv. KABA November 2024 Report – receive
- v. KAC Meeting Minutes, November 13, 2023 – receive
- vi. Commissioner Committee Assignments - receive

8. Unfinished Business

9. New Business

- A. Update from Kalamazoo County Commission, Commissioner Jeff Heppler – receive
- B. Appointments to the Parchment Planning Commission - action
- C. Appointments to Zoning Board of Appeals - action
- D. Reappointment to Kindleberger Arts Commission – action
- E. Consideration of Purchase Agreement for Mill Property – PP # 06-03-226-050
 - i. Parchment Vegetable Products Inc, Dan Bussema – action
- F. Consideration of Purchase Agreements for Mill Property – PP# 06-03-280-022
 - i. Purchase Agreement, Fidel Coronado – action
 - ii. Purchase Agreement, Mavcon Properties, James Dally – action
- G. Appointment of Fire Code Enforcement Officer – action
- H. KATS Contributed Services Agreement – action

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, DECEMBER 4, 2023.

1. Call to order

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

2. Swearing in of New Commissioners

Clerk Stutz swore in Douglas Fooy, Robin Madaras, and Justin Mendoza.

3. Roll Call.

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

Absent: None.

4. Elections

Commissioner Jordan nominated Commissioner Robert Britigan III as Mayor for the next term; he accepted the nomination. There were no other nominations for Mayor. A voice vote was taken. **Motion Carried.**

Commissioner Madaras nominated Commissioner Jordan as Vice Mayor for the next term; he accepted the nomination. There were no other nominations for Vice Mayor. A voice vote was taken. **Motion Carried.**

5. Minutes

Moved by Commissioner Cooper supported by Commissioner Madaras to approve the minutes of the November 20, 2023 Regular meeting. Commissioner Fooy abstained. **Motion Carried.**

6. Additions or changes to the agenda.

None. Moved by Commissioner Madaras, supported by Vice Mayor Jordan to approve the agenda as presented. **Motion Carried.**

7. 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

None.

8. New Business

A. EPA Multi-Purpose Grant Work Plan Update, David Stegink, Fishbeck – receive. Mayor Britigan introduced David Stegink of Fishbeck, our environmental consultant. Mr. Stegink noted that the grant was initiated in September of 2023 so it is just getting started. He mentioned the overall schedule is to conduct preliminary activities over the winter, execute sampling in the spring, develop clean-up plans at the end of 2024, then prepare bidding documents during winter of 2024 and then execute the clean-up in 2025. City staff will meet roughly monthly with Fishbeck to keep communication going; city commission will be updated on a quarterly basis by Fishbeck. Mr. Stegink also reported looking into other funding opportunities for the mill site from both the Kalamazoo County Land Bank and the Michigan Economic Development Corporation's Strategic Site Readiness Grant.

B. City Commission Meeting Schedule 2024 – action. Mayor Britigan highlighted a few of the meetings due to their unusual nature, mainly being Tuesdays. Moved by Commissioner Mendoza, supported by Commissioner Madaras to approve the meeting schedule as presented. **Motion Carried.**

9. Citizen Comments

None.

10. Mayor and Commissioner Comments

Commissioner Mendoza thanked residents for putting their faith in him, and the commissioners for their kind words. He mentioned being "excited to serve" and having faith that this commission can help citizens.

Commissioner Cooper said it was exciting to hear that Fishbeck will be applying for more funding, adding that she's ready to reach out to anyone if needed to help that along. She welcomed Commissioner Mendoza to the dais, and welcomed Commissioners Fooy and Madaras back.

Commissioner Conner welcomed Commissioner Mendoza and asked for an update on the old admin building.

Commissioner Madaras welcomed Commissioner Mendoza as well, thanking him for running; she congratulated Commissioner Fooy, then thanked all of the attendees for coming to the meeting.

Commissioner Fooy thanked the residents for electing him to a third term; he then congratulated Commissioners Madaras and Mendoza on their elections, adding that he's excited to be a part of the city commission, that "it's a privilege to serve".

Vice Mayor Jordan welcomed the newly sworn in commissioners. He added that he appreciates the confidence of the commission, saying it's an honor to be vice mayor.

Mayor Britigan said he was honored and humbled to serve another term as City Mayor. He noted it is a privilege to work with city staff, highlighting some of the city's recent accomplishments. He expressed looking forward to working with this commission, saying it's a "team effort" between the commission and residents. He then thanked everyone for their confidence in his leadership.

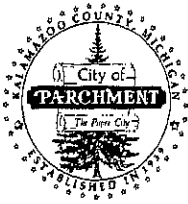
11. City Manager Comments/Reports

City Manager Stoddard welcomed the new commission saying she's happy to work with them all, then offered anyone with questions or concerns to call or text her.

12. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Mendoza and supported by all to adjourn the meeting at 7:34 p.m.

Shannon Stutz, City Clerk



City of Parchment
Check Register Report
Warrant 1505

Check	Check Date	Vendor Name	Description	Amount
37889	12/11/2023	COMPANION LIFE	LIFE & AD&D INS - DECEMBER LIFC3712	66.50
37890	12/11/2023	CONSUMERS ENERGY	CITYWIDE MONTHLY ENERGY USE	5,168.36
37891	12/11/2023	VOID		0.00
37892	12/11/2023	VOID		0.00
37893	12/11/2023	ESPER ELECTRIC, LTD.	BALLOT BOX INSTALLATION	1,304.96
37894	12/11/2023	FORD, KRIEKARD, SOLTIS & WISE	GENERAL MATTERS - NOVEMBER	887.50
			General \$712.50, Police \$175.00	
37895	12/11/2023	MULDER WATERPROOFING & SEALANT	BALLOT BOX INSTALLATION	1,950.00
37896	12/11/2023	POINT AND PAY	MONTHLY SERVICE FEE - OCTOBER	50.00
37897	12/11/2023	PREIN & NEWHOF	SANITARY INFRASTRUCTURE IMPROVEMENTS TO	1,655.80
			Sanitary \$269.25, Trestle \$1386.55	
37898	12/11/2023	REPUBLIC SERVICES #249	DPW PICKUP - DECEMBER	702.29
37899	12/11/2023	RIVERRUN PRESS	1,000 WINTER TAX NOTICES	357.72
37900	12/11/2023	SEVERANCE ELECTRIC CO INC	TRAFFIC SIGNAL MAINT - NOVEMBER	120.00
37901	12/11/2023	STATE OF MICHIGAN	BROWNFIELD LOAN PAYMENT #431854	58,146.08
37902	12/11/2023	THRUN LAW FIRM P.C.	USDA LOAN THRU 11/15/2023	432.00
37903	12/11/2023	UNITED STATES POSTAL SERVICE	PERMIT-IMPRINT FEES TO 01/26/2025	310.00
37904	12/11/2023	VARNUM LLP	FRONTIER DEVELOPMENT - OCTOBER	476.00
37905	12/13/2023	MICHIGAN MUNICIPAL RISK MGMT ASSOC	LIABILITY INSURANCE LAST INSTALLMENT	11,808.00
37906	12/13/2023	REPUBLIC SERVICES #249	CITYWIDE MONTHLY TRASH PICK UP	9,640.25
37907	12/13/2023	SBIS	EMPLOYEE HEALTH INS - JANUARY 2024	12,258.49

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Cardholder Account Summary cont.					
Name and Account Number	Credit Limit	Credits	Purchases	Cash Advances	Total Activity
CAMRON J BOEKHOVEN XXXX XXXX XXXX 9114	\$3,000	\$0.00	\$407.82	\$0.00	\$407.82
NANCY R STODDARD XXXX XXXX XXXX 7241	\$5,000	\$0.00	\$125.00	\$0.00	\$125.00
TY J WOLTHUIS XXXX XXXX XXXX 7874	\$3,000	\$0.00	\$164.08	\$0.00	\$164.08
SHANNON STUTZ XXXX XXXX XXXX 9125	\$5,000	\$0.00	\$719.78	\$0.00	\$719.78

Cardholder Account Activity					
BILL CAHILL XXXX XXXX XXXX 1891	Credit Limit \$5,000	Credits \$0.00	Purchases \$554.26	Cash Advances \$0.00	Total Activity \$564.26
Post Date	Tran Date	Reference Number	Transaction Description	VCN	Amount
11/10	11/09	75500593313900010800013	MARTIN SPRING & DRIVE KALAMAZOO MI		\$564.26
JIM DUBY XXXX XXXX XXXX 1892	Credit Limit \$3,000	Credits \$0.00	Purchases \$13.35	Cash Advances \$0.00	Total Activity \$13.35
Post Date	Tran Date	Reference Number	Transaction Description	VCN	Amount
11/02	10/31	02305373305100164533748	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		\$13.35
CAMRON J BOEKHOVEN XXXX XXXX XXXX 9114	Credit Limit \$3,000	Credits \$0.00	Purchases \$407.82	Cash Advances \$0.00	Total Activity \$407.82
Post Date	Tran Date	Reference Number	Transaction Description	VCN	Amount
10/30	10/30	55432863303206579807235	AMZN MKTP US*KU3N732X3 AMZN.COM/BILL WA		\$129.88
10/31	10/30	55309593303839004472992	NAPA AUTO KALAMAZOO EA KALAMAZOO MI		\$9.97
11/08	11/07	05227023311300314010915	RIETH RILEY KALAMAZOO KALAMAZOO MI		\$56.28
11/08	11/07	55310203312091327000205	DUNHAMS 188 KALAMAZOO MI		\$137.79
11/17	11/15	02305373320100175593441	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		\$73.90
NANCY R STODDARD XXXX XXXX XXXX 7241	Credit Limit \$5,000	Credits \$0.00	Purchases \$125.00	Cash Advances \$0.00	Total Activity \$125.00
Post Date	Tran Date	Reference Number	Transaction Description	VCN	Amount
11/17	11/16	85500593320900012570895	MICHIGAN MUNICIPAL LEA 734-662-3246 MI		\$125.00
TY J WOLTHUIS XXXX XXXX XXXX 7874	Credit Limit \$3,000	Credits \$0.00	Purchases \$164.08	Cash Advances \$0.00	Total Activity \$164.08
Post Date	Tran Date	Reference Number	Transaction Description	VCN	Amount
11/13	11/11	12302023315001777124041	SITKA GEAR WILMINGTON DE		\$164.08
SHANNON STUTZ XXXX XXXX XXXX 9125	Credit Limit \$5,000	Credits \$0.00	Purchases \$719.78	Cash Advances \$0.00	Total Activity \$719.78
Post Date	Tran Date	Reference Number	Transaction Description	VCN	Amount
10/30	10/28	55432863301206071247565	SPECTRUM 855-707-7328 MO		\$119.98
11/08	11/03	85140513308900019400821	CORNERSTONE OFFICE SYS AVALANCE@CORN MI		\$273.00

(transactions continued on next page)

Cardholder Account Activity cont.

11/08	11/07	8271116331100009227099	PIXELVINE FREEPORT MI	
11/14	11/13	55463153317400380000027	CROWN TROPHY #104 PORTAGE MI	\$89.75
11/14	11/13	82711163317000008622708	PIXELVINE FREEPORT MI	\$12.08
11/27	11/24	55432863328201301595536	SPECTRUM 655-707-7328 MO	\$75.00
				\$149.97

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL	11/30/2023	11/30/2023	MONTH 11/30/2023	NORMAL	BALANCE	% BDTG USED
Fund 101 - GENERAL FUND									
Revenues									
Dept 000									
101-000-404.000	Tax Revenue	800,800.00		800,874.00		0.00	(74.00)		100.01
101-000-405.000	Taxes - Industrial Facilities	2,200.00		2,207.00		0.00	(7.00)		100.32
101-000-441.000	Local Community Stab Share Tax	144,200.00		49,062.37		0.00	95,137.63		34.02
101-000-445.000	Penalty on Taxes	4,000.00		1,740.87		1,026.17	2,259.13		43.52
101-000-448.000	1% Collection Fees	33,400.00		30,014.56		330.02	3,385.44		89.86
101-000-451.000	License and Fees	15,450.00		2,254.85		0.00	13,195.15		14.59
101-000-452.000	Cablevision Fees	16,171.00		6,713.33		2,909.23	9,457.67		41.51
101-000-453.000	Recreation Fees	2,700.00		0.00		0.00	2,700.00		0.00
101-000-454.000	Solid Waste Collections	140,080.00		31,429.05		53.77	108,650.95		22.44
101-000-528.000	Other Federal Funding	32,228.00		0.00		0.00	32,228.00		0.00
101-000-544.000	State Grant - Water Plant	58,000.00		48,960.00		0.00	9,040.00		84.41
101-000-575.000	State Sales Tax	250,000.00		84,040.00		0.00	165,960.00		33.62
101-000-632.000	Charges for Services Rendered	1,000.00		0.00		0.00	1,000.00		0.00
101-000-662.000	Traffic Fines	8,000.00		892.65		141.24	7,107.35		11.16
101-000-664.000	Interest on Investments	4,800.00		2,788.79		0.00	2,011.21		58.10
101-000-676.000	Transfers From Other Funds	127,000.00		0.00		0.00	127,000.00		0.00
101-000-680.000	Reimbursement for Overhead	120,000.00		0.00		0.00	120,000.00		0.00
101-000-694.000	Miscellaneous	20,000.00		6,736.93		(32.00)	13,263.07		33.68
101-000-695.000	Other Financing Sources	5,600.00		2,179.85		0.00	3,420.15		38.93
Total Dept 000		1,785,629.00		1,069,894.25		4,428.43	715,734.75		59.92
TOTAL REVENUES									
		1,785,629.00		1,069,894.25		4,428.43	715,734.75		59.92
Expenditures									
Dept 100 - Legislative									
101-100-703.000	Payroll - Part Time	9,000.00		3,245.00		1,620.00	5,755.00		36.06
101-100-715.000	Social Security	1,079.00		131.75		31.00	947.25		12.21
101-100-720.000	Worker's Compensation	296.00		0.00		0.00	296.00		0.00
101-100-722.000	Medicare	252.00		30.80		7.25	221.20		12.22
101-100-740.000	Operating Supplies	721.00		304.42		0.00	416.58		42.22
101-100-800.000	Professional/Contractual Serv.	12,360.00		10,000.00		2,800.00	2,360.00		80.91
101-100-830.000	Memberships & Dues	1,545.00		0.00		0.00	1,545.00		0.00
101-100-860.000	Institutes & Training	0.00		650.74		0.00	(650.74)		100.00
101-100-880.000	Community Promotion	1,030.00		0.00		0.00	1,030.00		0.00
101-100-880.001	Wassailing Contribution	2,060.00		0.00		0.00	2,060.00		0.00
101-100-900.000	Printing & Publishing	5,150.00		570.84		396.63	4,579.16		11.08
101-100-955.000	Miscellaneous	309.00		0.00		0.00	309.00		0.00
101-100-999.000	Transfer to other Fund	24,212.00		24,211.69		0.00	0.31		100.00
Total Dept 100 - Legislative		58,014.00		39,145.24		4,854.88	18,868.76		67.48
Dept 200 - Administration									
101-200-702.000	Payroll - Full Time	136,690.00		47,029.00		9,920.54	89,661.00		34.41
101-200-703.000	Payroll - Part Time	49,440.00		18,214.87		4,270.30	31,225.13		36.84
101-200-715.000	Social Security	10,815.00		3,678.67		806.53	7,136.33		34.01
101-200-716.000	Hospital/Life Insurance	72,680.00		23,730.60		4,746.12	48,949.40		32.65
101-200-716.001	Insurance Deductible	4,000.00		856.62		0.00	3,143.38		21.42
101-200-718.000	Pension	36,000.00		15,414.86		3,105.78	20,585.14		42.82
101-200-720.000	Worker's Compensation	725.00		0.00		0.00	725.00		0.00
101-200-722.000	Medicare	2,498.00		860.33		188.62	1,637.67		34.44
101-200-724.000	ICMA Retirement Benefit	9,800.00		0.00		0.00	9,800.00		0.00
101-200-730.000	Postage	8,137.00		2,218.76		406.84	5,918.24		27.27

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL	11/30/2023	11/30/2023	MONTH 11/30/2023	MONTH 11/30/2023		
				ABNORMAL	INCREASE (DECREASE)	NORMAL	ABNORMAL		USED
Fund 101 - GENERAL FUND									
Expenditures									
101-200-740.000	Operating Supplies	2,060.00		2,536.11	415.97		(476.11)		123.11
101-200-775.000	Repair & Maintenance Supplies	2,163.00		605.47	494.10		1,557.53		27.99
101-200-800.000	Professional/Contractual Serv.	23,558.00		12,034.71	6,140.25		11,523.29		51.09
101-200-805.000	Computer Services	9,785.00		2,864.75	450.00		6,920.25		29.28
101-200-830.000	Memberships & Dues	1,236.00		789.00	67.50		447.00		63.83
101-200-850.000	Communications	7,519.00		3,713.10	723.62		3,805.90		49.38
101-200-860.000	Institutes & Training	1,339.00		624.50	0.00		714.50		46.64
101-200-900.000	Printing & Publishing	2,060.00		0.00	0.00		2,060.00		0.00
101-200-910.000	Insurance & Bonds	7,313.00		5,859.00	0.00		1,454.00		80.12
101-200-920.000	Utilities	4,532.00		1,872.14	288.40		2,659.86		41.31
101-200-930.000	Repair & Maint.Contractors	3,039.00		0.00	0.00		3,039.00		0.00
101-200-955.000	Miscellaneous	0.00		520.12	0.00		(520.12)		100.00
101-200-991.000	Debt Retirement-Principal	12,000.00		0.00	0.00		12,000.00		0.00
Total Dept 200 - Administration		407,389.00		143,422.61	32,024.57		263,966.39		35.21
Dept 210 - Legal Services									
101-210-801.000	Attorney - General	16,480.00		6,842.50	262.50		9,637.50		41.52
101-210-802.000	Attorney-Police Matters	10,094.00		1,181.25	218.75		8,912.75		11.70
Total Dept 210 - Legal Services		26,574.00		8,023.75	481.25		18,550.25		30.19
Dept 300 - Police									
101-300-703.000	Payroll - Part Time	8,400.00		2,968.00	1,120.00		5,432.00		35.33
101-300-715.000	Social Security	618.00		184.02	69.44		433.98		29.78
101-300-722.000	Medicare	103.00		43.04	16.24		59.96		41.79
101-300-800.000	Professional/Contractual Serv.	440,214.00		220,107.00	36,684.50		220,107.00		50.00
Total Dept 300 - Police		449,335.00		223,302.06	37,890.18		226,032.94		49.70
Dept 336 - Fire									
101-336-740.000	Operating Supplies	5,200.00		0.00	0.00		5,200.00		0.00
101-336-746.000	Gasoline & Oil	1,030.00		262.80	0.00		767.20		25.51
101-336-775.000	Repair & Maintenance Supplies	1,030.00		86.32	0.00		943.68		8.38
101-336-780.000	Safety Supplies	105.00		0.00	0.00		105.00		0.00
101-336-800.000	Professional/Contractual Serv.	73,500.00		35,237.90	7,203.90		38,262.10		47.94
101-336-850.000	Communications	4,325.00		1,409.22	90.00		2,915.78		32.58
101-336-910.000	Insurance & Bonds	15,000.00		11,491.50	0.00		3,508.50		76.61
101-336-920.000	Utilities	2,800.00		807.02	148.57		1,992.98		28.82
101-336-930.000	Repair & Maint.Contractors	10,300.00		360.00	0.00		9,940.00		3.50
101-336-970.000	Capital	15,450.00		0.00	0.00		15,450.00		0.00
Total Dept 336 - Fire		128,740.00		49,654.76	7,442.47		79,085.24		38.57
Dept 440 - Public Services									
101-440-702.000	Payroll - Full Time	95,100.00		39,666.44	9,107.68		55,433.56		41.71
101-440-715.000	Social Security	5,900.00		3,181.79	709.15		2,718.21		53.93
101-440-716.000	Hospital/Life Insurance	41,800.00		17,776.73	3,564.50		24,023.27		42.53
101-440-716.001	Insurance Deductible	2,400.00		3,998.09	0.00		(1,598.09)		166.59
101-440-718.000	Pension	37,900.00		12,405.52	2,501.16		25,494.48		32.73
101-440-720.000	Worker's Compensation	3,350.00		0.00	0.00		3,350.00		0.00
101-440-722.000	Medicare	1,480.00		744.28	165.88		735.72		50.29

User: SSS

DB: Parchment

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR	AVAILABLE	% BDT
		AMENDED BUDGET	NORMAL	11/30/2023	11/30/2023	MONTH 11/30/2023	BALANCE	
						INCREASE (DECREASE)	(ABNORMAL)	USED
Fund 101 - GENERAL FUND								
Expenditures								
101-440-740.000	Operating Supplies	2,575.00		353.09		207.56	2,221.91	13.71
101-440-746.000	Gasoline & Oil	4,532.00		2,766.50		709.43	1,765.50	61.04
101-440-775.000	Repair & Maintenance Supplies	11,000.00		3,990.77		1,811.73	7,009.23	36.28
101-440-780.000	Safety Supplies	515.00		0.00		0.00	515.00	0.00
101-440-800.000	Professional/Contractual Serv.	10,000.00		411.56		180.78	9,588.44	4.12
101-440-810.000	Rubbish Collection Charges	130,000.00		48,832.43		9,678.92	81,167.57	37.56
101-440-815.000	Uniform Rental	3,090.00		2,038.28		423.43	1,051.72	65.96
101-440-830.000	Memberships & Dues	927.00		0.00		0.00	927.00	0.00
101-440-850.000	Communications	1,030.00		599.90		119.98	430.10	58.24
101-440-860.000	Institutes & Training	309.00		0.00		0.00	309.00	0.00
101-440-880.000	Community Promotion	515.00		0.00		0.00	515.00	0.00
101-440-910.000	Insurance & Bonds	6,000.00		4,426.50		0.00	1,573.50	73.78
101-440-920.000	Utilities	8,961.00		3,616.79		750.11	5,344.21	40.36
101-440-926.000	Street Lighting	29,000.00		9,892.30		1,980.50	19,107.70	34.11
101-440-930.000	Repair & Maint.Contractors	12,154.00		10,492.39		6,097.29	1,661.61	86.33
101-440-955.000	Miscellaneous	0.00		350.75		0.00	(350.75)	100.00
101-440-970.000	Capital	45,000.00		0.00		0.00	45,000.00	0.00
Total Dept 440 - Public Services		453,538.00		165,544.11		38,008.10	287,993.89	36.50
Dept 591 - Water Plant Grant Expenses								
101-591-740.000	Operating Supplies	0.00		59.32		0.00	(59.32)	100.00
101-591-800.000	Professional/Contractual Serv.	58,000.00		49,333.68		0.00	8,666.32	85.06
101-591-920.000	Utilities	0.00		1,377.95		168.95	(1,377.95)	100.00
Total Dept 591 - Water Plant Grant Expenses		58,000.00		50,770.95		168.95	7,229.05	87.54
Dept 751 - Parks, Recreation & Culture								
101-751-702.000	Payroll - Full Time	55,800.00		34,870.98		7,677.61	20,929.02	62.49
101-751-715.000	Social Security	3,500.00		2,144.62		472.48	1,355.38	61.27
101-751-716.000	Hospital/Life Insurance	23,800.00		5,501.63		1,108.48	18,298.37	23.12
101-751-716.001	Insurance Deductible	1,400.00		2,754.50		0.00	(1,354.50)	196.75
101-751-718.000	Pension	22,200.00		11,013.52		2,154.17	11,186.48	49.61
101-751-720.000	Worker's Compensation	1,500.00		0.00		0.00	1,500.00	0.00
101-751-722.000	Medicare	850.00		501.41		110.47	348.59	58.99
101-751-746.000	Gasoline & Oil	2,884.00		1,879.54		232.37	1,004.46	65.17
101-751-775.000	Repair & Maintenance Supplies	13,390.00		4,917.90		761.12	8,472.10	36.73
101-751-780.000	Safety Supplies	412.00		0.00		0.00	412.00	0.00
101-751-800.000	Professional/Contractual Serv.	15,000.00		0.00		0.00	15,000.00	0.00
101-751-910.000	Insurance & Bonds	7,100.00		5,565.00		0.00	1,535.00	78.38
101-751-920.000	Utilities	7,313.00		6,830.98		1,411.42	482.02	93.41
101-751-930.000	Repair & Maint.Contractors	25,000.00		2,530.09		(42.56)	22,469.91	10.12
101-751-970.000	Capital	6,180.00		0.00		0.00	6,180.00	0.00
Total Dept 751 - Parks, Recreation & Culture		186,329.00		78,510.17		13,885.56	107,818.83	42.14
TOTAL EXPENDITURES		1,767,919.00		758,373.65		134,755.96	1,009,545.35	42.90
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		1,785,629.00		1,069,894.25		4,428.43	715,734.75	59.92
TOTAL EXPENDITURES		1,767,919.00		758,373.65		134,755.96	1,009,545.35	42.90

REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 11/30/2023		ACTIVITY FOR MONTH 11/30/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
NET OF REVENUES & EXPENDITURES			17,710.00	311,520.60	(130,327.53)	(293,810.60)	1,759.01	

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 11/30/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 11/30/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDDT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
Dept 000						
202-000-546.000	State Grants - Act 51	186,500.00	63,470.34	13,974.35	123,029.66	34.03
Total Dept 000		186,500.00	63,470.34	13,974.35	123,029.66	34.03
TOTAL REVENUES		186,500.00	63,470.34	13,974.35	123,029.66	34.03
Expenditures						
Dept 451 - Construction						
202-451-930.000	Repair & Maint.Contractors	102,000.00	0.00	0.00	102,000.00	0.00
Total Dept 451 - Construction		102,000.00	0.00	0.00	102,000.00	0.00
Dept 463 - Routine Maintenance						
202-463-702.000	Payroll - Full Time	6,500.00	2,272.35	678.94	4,227.65	34.96
202-463-715.000	Social Security	525.00	137.85	41.49	387.15	26.26
202-463-716.000	Hospital/Life Insurance	2,200.00	868.25	175.78	1,331.75	39.47
202-463-716.001	Insurance Deductible	210.00	0.00	0.00	210.00	0.00
202-463-718.000	Pension	2,200.00	827.35	167.15	1,372.65	37.61
202-463-720.000	Worker's Compensation	535.00	0.00	0.00	535.00	0.00
202-463-722.000	Medicare	125.00	32.27	9.70	92.73	25.82
202-463-746.000	Gasoline & Oil	309.00	0.00	0.00	309.00	0.00
202-463-775.000	Repair & Maintenance Supplies	2,369.00	288.77	51.59	2,080.23	12.19
202-463-930.000	Repair & Maint.Contractors	10,000.00	6,122.80	1,850.15	3,877.20	61.23
Total Dept 463 - Routine Maintenance		24,973.00	10,549.64	2,974.80	14,423.36	42.24
Dept 475 - Traffic Services						
202-475-702.000	Payroll - Full Time	6,200.00	2,563.04	666.21	3,636.96	41.34
202-475-715.000	Social Security	500.00	155.89	40.71	344.11	31.18
202-475-716.000	Hospital/Life Insurance	2,500.00	868.19	175.75	1,631.81	34.73
202-475-716.001	Insurance Deductible	200.00	0.00	0.00	200.00	0.00
202-475-718.000	Pension	2,500.00	812.40	164.05	1,687.60	32.50
202-475-720.000	Worker's Compensation	510.00	0.00	0.00	510.00	0.00
202-475-722.000	Medicare	120.00	36.44	9.51	83.56	30.37
202-475-746.000	Gasoline & Oil	515.00	0.00	0.00	515.00	0.00
202-475-775.000	Repair & Maintenance Supplies	2,575.00	0.00	0.00	2,575.00	0.00
202-475-930.000	Repair & Maint.Contractors	11,500.00	4,644.50	612.51	6,855.50	40.39
Total Dept 475 - Traffic Services		27,120.00	9,080.46	1,668.74	18,039.54	33.48
Dept 478 - Winter Maintenance						
202-478-702.000	Payroll - Full Time	8,500.00	3,962.67	884.25	4,537.33	46.62
202-478-715.000	Social Security	610.00	241.15	53.97	368.85	39.53
202-478-716.000	Hospital/Life Insurance	3,000.00	1,350.00	255.61	1,650.00	45.00
202-478-716.001	Insurance Deductible	250.00	0.00	0.00	250.00	0.00
202-478-718.000	Pension	3,000.00	1,111.99	217.72	1,888.01	37.07
202-478-720.000	Worker's Compensation	620.00	0.00	0.00	620.00	0.00
202-478-722.000	Medicare	140.00	56.48	12.63	83.52	40.34
202-478-746.000	Gasoline & Oil	1,030.00	317.81	0.00	712.19	30.86
202-478-753.000	Salt	9,270.00	0.00	0.00	9,270.00	0.00

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL (ABNORMAL)	11/30/2023	NORMAL (ABNORMAL)	MONTH 11/30/2023	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDC USED
Fund 202 - MAJOR STREET FUND										
Expenditures										
Total Dept 478 - Winter Maintenance		26,420.00		7,040.10		1,424.18		19,379.90		26.65
Dept 482 - Administration										
202-482-702.000 Payroll - Full Time		1,280.00		554.10		126.34		725.90		43.29
202-482-715.000 Social Security		79.00		33.66		7.69		45.34		42.61
202-482-716.000 Hospital/Life Insurance		560.00		245.74		49.15		314.26		43.88
202-482-716.001 Insurance Deductible		40.00		0.00		0.00		40.00		0.00
202-482-718.000 Pension		510.00		155.07		31.11		354.93		30.41
202-482-720.000 Worker's Compensation		15.00		0.00		0.00		15.00		0.00
202-482-722.000 Medicare		20.00		7.88		1.80		12.12		39.40
202-482-960.000 Administrative Overhead		20,000.00		0.00		0.00		20,000.00		0.00
Total Dept 482 - Administration		22,504.00		996.45		216.09		21,507.55		4.43
TOTAL EXPENDITURES										
		203,017.00		27,666.65		6,283.81		175,350.35		13.63
Fund 202 - MAJOR STREET FUND:										
TOTAL REVENUES										
TOTAL EXPENDITURES		186,500.00		63,470.34		13,974.35		123,029.66		34.03
		203,017.00		27,666.65		6,283.81		175,350.35		13.63
NET OF REVENUES & EXPENDITURES		(16,517.00)		35,803.69		7,690.54		(52,320.69)		216.77

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE 11/30/2023	ACTIVITY FOR MONTH 11/30/2023	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE (ABNORMAL)	
Fund 203 - LOCAL STREET FUND								
Revenues								
Dept 000								
203-000-546.000	State Grants - Act 51	76,000.00		25,857.01	5,694.84	50,142.99	34.02	
Total Dept 000		76,000.00		25,857.01	5,694.84	50,142.99	34.02	
TOTAL REVENUES								
		76,000.00		25,857.01	5,694.84	50,142.99	34.02	
Expenditures								
Dept 451 - Construction								
203-451-800.000	Professional/Contractual Serv.	12,000.00		0.00	0.00	12,000.00	0.00	
Total Dept 451 - Construction		12,000.00		0.00	0.00	12,000.00	0.00	
Dept 463 - Routine Maintenance								
203-463-702.000	Payroll - Full Time	6,500.00		2,617.04	678.92	3,882.96	40.26	
203-463-715.000	Social Security	620.00		159.20	41.46	460.80	25.68	
203-463-716.000	Hospital/Life Insurance	2,200.00		868.23	175.78	1,331.77	39.47	
203-463-716.001	Insurance Deductible	255.00		0.00	0.00	255.00	0.00	
203-463-718.000	Pension	2,200.00		827.36	167.16	1,372.64	37.61	
203-463-720.000	Worker's Compensation	625.00		0.00	0.00	625.00	0.00	
203-463-722.000	Medicare	145.00		37.23	9.70	107.77	25.68	
203-463-746.000	Gasoline & Oil	309.00		0.00	0.00	309.00	0.00	
203-463-775.000	Repair & Maintenance Supplies	3,502.00		89.11	51.59	3,412.89	2.54	
203-463-930.000	Repair & Maint.Contractors	10,000.00		2,202.15	2,202.15	7,797.85	22.02	
Total Dept 463 - Routine Maintenance		26,356.00		6,800.32	3,326.76	19,555.68	25.80	
Dept 475 - Traffic Services								
203-475-702.000	Payroll - Full Time	6,200.00		2,510.96	654.46	3,689.04	40.50	
203-475-715.000	Social Security	580.00		152.76	39.99	427.24	26.34	
203-475-716.000	Hospital/Life Insurance	2,500.00		846.93	171.40	1,653.07	33.88	
203-475-716.001	Insurance Deductible	240.00		0.00	0.00	240.00	0.00	
203-475-718.000	Pension	2,500.00		797.79	161.13	1,702.21	31.91	
203-475-720.000	Worker's Compensation	590.00		0.00	0.00	590.00	0.00	
203-475-722.000	Medicare	135.00		35.66	9.35	99.34	26.41	
203-475-746.000	Gasoline & Oil	515.00		0.00	0.00	515.00	0.00	
203-475-775.000	Repair & Maintenance Supplies	5,150.00		0.00	0.00	5,150.00	0.00	
203-475-930.000	Repair & Maint.Contractors	618.00		500.00	0.00	118.00	80.91	
Total Dept 475 - Traffic Services		19,028.00		4,844.10	1,036.33	14,183.90	25.46	
Dept 478 - Winter Maintenance								
203-478-702.000	Payroll - Full Time	8,500.00		3,943.93	872.51	4,556.07	46.40	
203-478-715.000	Social Security	615.00		240.00	53.27	375.00	39.02	
203-478-716.000	Hospital/Life Insurance	3,000.00		1,356.23	251.27	1,643.77	45.21	
203-478-716.001	Insurance Deductible	255.00		0.00	0.00	255.00	0.00	
203-478-718.000	Pension	3,000.00		1,108.19	214.78	1,891.81	36.94	
203-478-720.000	Worker's Compensation	625.00		0.00	0.00	625.00	0.00	
203-478-722.000	Medicare	145.00		56.13	12.45	88.87	38.71	
203-478-746.000	Gasoline & Oil	1,030.00		317.81	0.00	712.19	30.86	
203-478-753.000	Salt	6,180.00		0.00	0.00	6,180.00	0.00	

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 11/30/2023		ACTIVITY FOR MONTH 11/30/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)		
Fund 203 - LOCAL STREET FUND								
Expenditures								
203-478-775.000	Repair & Maintenance Supplies	0.00	581.40		0.00	(581.40)	100.00	
Total Dept 478 - Winter Maintenance			7,603.69		1,404.28	15,746.31	32.56	
Dept 482 - Administration								
203-482-702.000	Payroll - Full Time	1,600.00	554.06		126.34	1,045.94	34.63	
203-482-715.000	Social Security	100.00	33.66		7.69	66.34	33.66	
203-482-716.000	Hospital/Life Insurance	700.00	245.74		49.15	454.26	35.11	
203-482-716.001	Insurance Deductible	50.00	0.00		0.00	50.00	0.00	
203-482-718.000	Pension	640.00	155.07		31.11	484.93	24.23	
203-482-720.000	Worker's Compensation	18.00	0.00		0.00	18.00	0.00	
203-482-722.000	Medicare	25.00	7.88		1.80	17.12	31.52	
203-482-960.000	Administrative Overhead	20,000.00	0.00		0.00	20,000.00	0.00	
Total Dept 482 - Administration			996.41		216.09	22,136.59	4.31	
TOTAL EXPENDITURES								
			20,244.52		5,983.46	83,622.48	19.49	
Fund 203 - LOCAL STREET FUND:								
TOTAL REVENUES								
			25,857.01		5,694.84	50,142.99	34.02	
TOTAL EXPENDITURES								
			20,244.52		5,983.46	83,622.48	19.49	
NET OF REVENUES & EXPENDITURES			5,612.49		(288.62)	(33,479.49)	20.14	

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PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 11/30/2023		ACTIVITY FOR MONTH 11/30/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 251 - Brownfield Redevelopment								
Revenues								
Dept 000								
251-000-404.000	Tax Revenue	540,000.00	500,758.33		0.00	39,241.67	92.73	
Total Dept 000		540,000.00	500,758.33		0.00	39,241.67	92.73	
TOTAL REVENUES		540,000.00	500,758.33		0.00	39,241.67	92.73	
Expenditures								
Dept 000								
251-000-800.000	Professional/Contractual Serv.	10,000.00	18,230.15	1,173.20		(8,230.15)	182.30	
251-000-960.000	Administrative Overhead	40,000.00	0.00	0.00		40,000.00	0.00	
251-000-991.000	Debt Retirement-Principal	49,362.00	0.00	0.00		49,362.00	0.00	
251-000-995.000	Interest Expense	8,784.00	0.00	0.00		8,784.00	0.00	
251-000-999.000	Transfer to other Fund	127,000.00	0.00	0.00		127,000.00	0.00	
Total Dept 000		235,146.00	18,230.15	1,173.20		216,915.85	7.75	
TOTAL EXPENDITURES		235,146.00	18,230.15	1,173.20		216,915.85	7.75	
Fund 251 - Brownfield Redevelopment:								
TOTAL REVENUES		540,000.00	500,758.33	0.00		39,241.67	92.73	
TOTAL EXPENDITURES		235,146.00	18,230.15	1,173.20		216,915.85	7.75	
NET OF REVENUES & EXPENDITURES		304,854.00	482,528.18	(1,173.20)		(177,674.18)	158.28	

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 11/30/2023		ACTIVITY FOR MONTH 11/30/2023 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 401 - Veteran's Memorial Fund								
Revenues								
Dept 000								
401-000-674.000	Contributed Capital Revenue	10,000.00	4,923.67		150.00	5,076.33	49.24	
401-000-694.000	Miscellaneous	0.00	181.00		0.00	(181.00)	100.00	
Total Dept 000		10,000.00	5,104.67		150.00	4,895.33	51.05	
TOTAL REVENUES								
		10,000.00	5,104.67		150.00	4,895.33	51.05	
Expenditures								
Dept 000								
401-000-775.000	Repair & Maintenance Supplies	0.00	1,253.46		79.34	(1,253.46)	100.00	
401-000-800.000	Professional/Contractual Serv.	10,000.00	37,995.66		0.00	(27,995.66)	379.96	
Total Dept 000		10,000.00	39,249.12		79.34	(29,249.12)	392.49	
TOTAL EXPENDITURES								
		10,000.00	39,249.12		79.34	(29,249.12)	392.49	
Fund 401 - Veteran's Memorial Fund:								
TOTAL REVENUES								
		10,000.00	5,104.67		150.00	4,895.33	51.05	
TOTAL EXPENDITURES								
		10,000.00	39,249.12		79.34	(29,249.12)	392.49	
NET OF REVENUES & EXPENDITURES								
		0.00	(34,144.45)		70.66	34,144.45	100.00	

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	11/30/2023	MONTH 11/30/2023	INCREASE (DECREASE)	BALANCE	
Fund 590 - SEWER FUND								
Revenues								
Dept 000								
590-000-626.000	Sewer Services	335,000.00		168,698.58	88,086.48		166,301.42	50.36
590-000-664.000	Interest on Investments	1,900.00		0.00	0.00		1,900.00	0.00
Total Dept 000		336,900.00		168,698.58	88,086.48		168,201.42	50.07
TOTAL REVENUES								
		336,900.00		168,698.58	88,086.48		168,201.42	50.07
Expenditures								
Dept 000								
590-000-702.000	Payroll - Full Time	23,800.00		7,979.63	1,842.65		15,820.37	33.53
590-000-715.000	Social Security	1,745.00		482.64	111.79		1,262.36	27.66
590-000-716.000	Hospital/Life Insurance	9,950.00		3,447.58	698.18		6,502.42	34.65
590-000-716.001	Insurance Deductible	700.00		0.00	0.00		700.00	0.00
590-000-718.000	Pension	9,500.00		2,286.27	457.30		7,213.73	24.07
590-000-720.000	Worker's Compensation	545.00		0.00	0.00		545.00	0.00
590-000-722.000	Medicare	345.00		112.82	26.14		232.18	32.70
590-000-800.000	Professional/Contractual Serv.	150,000.00		17,335.10	2,875.90		132,664.90	11.56
590-000-815.000	Uniform Rental	515.00		0.00	0.00		515.00	0.00
590-000-900.000	Printing & Publishing	0.00		1,329.18	1,329.18		(1,329.18)	100.00
590-000-910.000	Insurance & Bonds	10,918.00		8,680.23	0.00		2,237.77	79.50
590-000-920.000	Utilities	2,369.00		1,014.67	197.50		1,354.33	42.83
590-000-930.000	Repair & Maint.Contractors	10,300.00		0.00	0.00		10,300.00	0.00
590-000-960.000	Administrative Overhead	40,000.00		0.00	0.00		40,000.00	0.00
590-000-968.000	Depreciation	14,523.00		0.00	0.00		14,523.00	0.00
590-000-995.000	Interest Expense	10,000.00		0.00	0.00		10,000.00	0.00
Total Dept 000		285,210.00		42,668.12	7,538.64		242,541.88	14.96
TOTAL EXPENDITURES								
		285,210.00		42,668.12	7,538.64		242,541.88	14.96
Fund 590 - SEWER FUND:								
TOTAL REVENUES								
TOTAL EXPENDITURES		336,900.00		168,698.58	88,086.48		168,201.42	50.07
NET OF REVENUES & EXPENDITURES		285,210.00		42,668.12	7,538.64		242,541.88	14.96
		51,690.00		126,030.46	80,547.84		(74,340.46)	243.82
TOTAL REVENUES - ALL FUNDS								
TOTAL EXPENDITURES - ALL FUNDS		2,945,029.00		1,834,017.18	112,334.10		1,111,011.82	62.28
NET OF REVENUES & EXPENDITURES		2,615,159.00		906,432.21	155,814.41		1,708,726.79	34.66
		329,870.00		927,584.97	(43,480.31)		(597,714.97)	281.20

PERIOD ENDING 12/31/2023

GL NUMBER	DESCRIPTION	2023		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2023	12/31/2023	MONTH 12/31/2023	INCREASE (DECREASE)	NORMAL	BALANCE (ABNORMAL)	
Fund 250 - KINDLEBERGER SUMMER FESTIVAL										
Revenues										
Dept 000										
250-000-475.001	Arts & Crafts	4,000.00		6,997.30		0.00		(2,997.30)		174.93
250-000-475.002	Race/Walk Fees	6,500.00		3,530.60		0.00		2,969.40		54.32
250-000-475.003	Membership Fund Drive	2,000.00		6,745.84		0.00		(4,745.84)		337.29
250-000-475.005	Corporate Sponsorships	16,000.00		20,450.00		0.00		(4,450.00)		127.81
250-000-590.001	Grants-Irving S Gilmore Found.	30,000.00		35,000.00		0.00		(5,000.00)		116.67
250-000-590.002	Grants-Harold & Grace Upjohn	5,000.00		0.00		0.00		5,000.00		0.00
250-000-675.001	Fund Raising	6,500.00		13,086.50		0.00		(6,586.50)		201.33
250-000-675.002	KSF Special Event	6,500.00		1,319.39		0.00		5,180.61		20.30
250-000-694.000	Miscellaneous	4,050.00		25,229.29		0.00		(21,179.29)		622.95
Total Dept 000		80,550.00		112,358.92		0.00		(31,808.92)		139.49
TOTAL REVENUES										
		80,550.00		112,358.92		0.00		(31,808.92)		139.49
Expenditures										
Dept 000										
250-000-779.001	Performance Expense	26,300.00		25,630.93		0.00		669.07		97.46
250-000-779.003	Festival Day - Race/Walk	6,500.00		5,475.67		0.00		1,024.33		84.24
250-000-779.004	Fest. Day - Arts & Crafts	200.00		93.88		0.00		106.12		46.94
250-000-779.005	Fest. Day-Childrens Area	1,900.00		1,278.05		0.00		621.95		67.27
250-000-779.007	Fest Day Events	0.00		1,720.00		0.00		(1,720.00)		100.00
250-000-779.008	Fund Raising-Dance	3,700.00		14,740.05		0.00		(11,040.05)		398.38
250-000-779.012	Festival - Administration	17,000.00		25,331.80		0.00		(8,331.80)		149.01
250-000-779.013	Stage Entertainment	18,200.00		15,650.00		0.00		2,550.00		85.99
250-000-779.015	Stage Expenses	0.00		115.08		0.00		(115.08)		100.00
250-000-779.016	Car Show Expenses	750.00		754.94		0.00		(4.94)		100.66
250-000-779.020	Publicity	6,000.00		0.00		0.00		6,000.00		0.00
Total Dept 000		80,550.00		90,790.40		0.00		(10,240.40)		112.71
TOTAL EXPENDITURES										
		80,550.00		90,790.40		0.00		(10,240.40)		112.71
Fund 250 - KINDLEBERGER SUMMER FESTIVAL:										
TOTAL REVENUES		80,550.00		112,358.92		0.00		(31,808.92)		139.49
TOTAL EXPENDITURES		80,550.00		90,790.40		0.00		(10,240.40)		112.71
NET OF REVENUES & EXPENDITURES		0.00		21,568.52		0.00		(21,568.52)		100.00

2023 MONTHLY PERMITS BY JURISDICTION

MONTH OF NOVEMBER 2023

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	19	\$ 54,983
COMSTOCK	ELECTRICAL	29	\$ 16,578
COMSTOCK	MECHANICAL	19	\$ 3,115
COMSTOCK	PLUMBING	17	\$ 3,040
COMSTOCK	SPECIAL - JURISDICTION	3	\$ 300
COMSTOCK	SPECIAL - HOMEOWNER	2	\$ 110
TOTAL COMSTOCK		89	\$ 78,126
KALAMAZOO	BUILDING	21	\$ 3,661
KALAMAZOO	ELECTRICAL	21	\$ 3,321
KALAMAZOO	MECHANICAL	28	\$ 3,875
KALAMAZOO	PLUMBING	9	\$ 1,246
KALAMAZOO	SPECIAL - JURISDICTION	6	\$ 500
KALAMAZOO	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL KALAMAZOO		86	\$ 12,658
PARCHMENT	BUILDING	-	\$ -
PARCHMENT	ELECTRICAL	1	\$ 130
PARCHMENT	MECHANICAL	3	\$ 451
PARCHMENT	PLUMBING	-	\$ -
PARCHMENT	SPECIAL - JURISDICTION	-	\$ -
PARCHMENT	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PARCHMENT		4	\$ 581
PINE GROVE	BUILDING	1	\$ 1,138
PINE GROVE	ELECTRICAL	10	\$ 2,636
PINE GROVE	MECHANICAL	3	\$ 455
PINE GROVE	PLUMBING	5	\$ 1,101
PINE GROVE	SPECIAL - JURISDICTION	-	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	-	\$ -
TOTAL PINE GROVE		19	\$ 5,330
RICHLAND	BUILDING	5	\$ 3,016
RICHLAND	ELECTRICAL	9	\$ 2,154
RICHLAND	MECHANICAL	15	\$ 2,859.50
RICHLAND	PLUMBING	8	\$ 1,742
RICHLAND	SPECIAL - JURISDICTION		
RICHLAND	SPECIAL - HOMEOWNER		
TOTAL RICHLAND		37	\$ 9,771.50
RICHLAND VILLAGE	BUILDING	-	\$ -
RICHLAND VILLAGE	ELECTRICAL	2	\$ 387
RICHLAND VILLAGE	MECHANICAL	2	\$ 326
RICHLAND VILLAGE	PLUMBING	-	\$ -
RICHLAND VILLAGE	SPECIAL - JURISDICTION	-	\$ -
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	-	\$ -
TOTAL RICHLAND VILLAGE		4	\$ 713
TOTAL		239	\$ 107,179.50

REVENUE	REVENUE
NOVEMBER 2022	% PREV YEAR MONTH
\$ 47,361	226.3%

PERMITS	PERMITS
NOVEMBER 2022	% 2022 - YTD
188	127%

2023 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: NOVEMBER 2023

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	319	\$ 353,150
COMSTOCK	ELECTRICAL	368	\$ 95,898
COMSTOCK	MECHANICAL	264	\$ 56,033
COMSTOCK	PLUMBING	210	\$ 41,304
COMSTOCK	SPECIAL - JURISDICTION	18	\$ 1,850
COMSTOCK	SPECIAL - HOMEOWNER	7	\$ 440
TOTAL COMSTOCK		1186	548,674.60
KALAMAZOO	BUILDING	142	\$ 65,222
KALAMAZOO	ELECTRICAL	174	\$ 26,691
KALAMAZOO	MECHANICAL	278	\$ 40,692
KALAMAZOO	PLUMBING	99	\$ 12,930
KALAMAZOO	SPECIAL - JURISDICTION	54	\$ 4,950
KALAMAZOO	SPECIAL - HOMEOWNER	15	\$ 810
TOTAL KALAMAZOO		762	151,295.00
PARCHMENT	BUILDING	14	\$ 2,177
PARCHMENT	ELECTRICAL	18	\$ 3,040
PARCHMENT	MECHANICAL	26	\$ 3,731
PARCHMENT	PLUMBING	8	\$ 1,377
PARCHMENT	SPECIAL - JURISDICTION	3	\$ 400
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		69	10,725.00
PINE GROVE	BUILDING	46	\$ 27,389
PINE GROVE	ELECTRICAL	58	\$ 11,106
PINE GROVE	MECHANICAL	56	\$ 9,016
PINE GROVE	PLUMBING	25	\$ 5,600
PINE GROVE	SPECIAL - JURISDICTION	1	\$ 100
PINE GROVE	SPECIAL - HOMEOWNER	3	\$ 165
TOTAL PINE GROVE		189	53,376.00
RICHLAND	BUILDING	109	\$ 77,189
RICHLAND	ELECTRICAL	152	\$ 30,253
RICHLAND	MECHANICAL	193	\$ 33,762
RICHLAND	PLUMBING	88	\$ 18,721
RICHLAND	SPECIAL - JURISDICTION	3	\$ 350
RICHLAND	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL RICHLAND		546	160,329.50
RICHLAND VILLAGE	BUILDING	17	\$ 5,994
RICHLAND VILLAGE	ELECTRICAL	9	\$ 2,067
RICHLAND VILLAGE	MECHANICAL	18	\$ 3,085
RICHLAND VILLAGE	PLUMBING	11	\$ 1,820
RICHLAND VILLAGE	SPECIAL - JURISDICTION	2	\$ 200
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL RICHLAND VILLAGE		58	13,221.00
TOTAL KABA	YTD	2810	\$ 937,621.10

REVENUE	REVENUE
YTD - NOVEMBER 2022	% 2022 - YTD
672,586.60	139.4%

REVENUE
% 2023 YTD BUDGET
158.28%

PERMITS	PERMITS
YTD - NOVEMBER 2022	% 2022 - YTD
2334	120.4%

2023 MONTHLY CUMULATIVE TOTALS			
# PERMITS	REVENUE		
150	\$ 48,411.00	JAN	
142	\$ 34,998.00	FEB	
276	\$ 144,116.00	MAR	
211	\$ 57,279.00	APR	
302	\$ 88,902.00	MAY	
285	\$ 86,966.00	JUN	
360	\$ 42,615.00	JUL	
360	\$ 139,273.00	AUG	
332	\$ 81,225.00	SEP	
302	\$ 106,656.60	OCT	
239	\$ 107,179.50	NOV	
-	\$ -	DEC	
2,959	\$ 937,621.10		

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
NOVEMBER 13TH, 2023

1. Call to Order

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

2. Roll Call

Present: Caroline Garber, Jon Heasley, Julie Heasley, Mayor Rob Britigan, Robin Madaras, Alex Vader, Joan VanSickler, Izzy Weir

Absent: City Manager Nancy Stoddard

A motion was made by Mayor Britigan, supported by Nancy Eaton, to excuse the absence of Nancy Stoddard.

Ayes: All

Nays: None

Motion carried.

3. Approval of the Minutes from Monday, October 9th, 2023

A motion was made by Nancy Eaton, supported by Robin Madaras, to approve the minutes from the meeting on October 9th, 2023.

Ayes: All

Nays: None

Motion carried.

4. New Business

A. Financial Report

Robin presented her financial report. T&L Rentals sent a late invoice of \$4,175.75. This puts the KAC over budget for Festival 2023 by \$2,177.05. The KAC will have a positive balance once the ticket sales for Bingo for Bags 2024 begin. Robin will look at historical numbers from T&L Rentals.

B. KAC Member Search

Jon indicated that he would like to be done with his KAC position. Nancy Stoddard has indicated that Holly Evans would like to be on the KAC.

Mayor Rob Britigan made a motion to recommend to the City Commission that Holly Evans be appointed to be an At Large member of the KAC. Robin Madaras supported this motion.

Ayes: All

Nays: None

Motion carried.

C. Festival Director Search

Alex Vader and Izzy Weir would like to be the Festival Directors for 2024.

Mayor Rob Britigan made a motion to hire Alex and Izzy as Festival Co-Directors. Caroline Garber supported this motion.

Ayes: All

Nays: None

Motion carried.

Joan VanSickler will start forwarding emails to Alex and Izzy. Nancy Stoddard will need to work on giving email access for Festival Director to Izzy and Alex.

The necessary chair positions that need to be filled are: Parade, Food Truck, and Theatre. These chair positions were described to Alex and Izzy, and the job descriptions were emailed to Izzy and Alex as well.

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
NOVEMBER 13TH, 2023 – Page 2

C. Festival Director Search - continued

Rob Britigan made a motion to have Julie Heasley send a contract copy for signature to Alex and Izzy. Julie Heasley supported this motion.

Ayes: All

Nays: None

Motion carried.

D. Theatre Chairperson Search

Jon reached out to Dan Lafferty and did not get a response. Jon recommends Terese Banner as an option for the Theatre Chairperson. Jon will check with Nancy Stoddard to see if she has a phone number for Terese. Julie Heasley will forward the job description for Theatre chair to Izzy and Alex. Julie will forward the feedback from Festival 2023 to Izzy and Alex.

5. Member Comments

Mayor Britigan: Mayor indicated he is looking forward to collaborating with the new Directors.

Robin Madaras: Robin welcomed Izzy and Alex and is looking forward to working with them.

Caroline Garber: Caroline welcomed Izzy and Alex.

Julie Heasley: Nice to meet Izzy. Julie asked if she could start booking bands for 2024. Dates? Monday after Festival and moving forward. Budget? \$14,500

Jon Heasley: Jon indicated to Izzy and Alex that they need to coordinate with Robin on how to get expenses paid, etc.

Nancy Eaton: Nancy welcomed Izzy and Alex.

5. Adjournment

There being no further business to come before the KAC, Julie Heasley made a motion to adjourn the meeting. Nancy Eaton supported this motion. The meeting was adjourned at 6:55 PM.

6. Next Meeting

The next meeting of the Kindleberger Arts Commission will be held on Monday, December 11, 2023, at 6:00 PM.

PARCHMENT CITY COMMISSION
Committee Assignments (Updated)

2024-2025

PERSONNEL

- Commissioner Fooy
- Commissioner Conner
- Commissioner Mendoza

RATE

- Vice Mayor Jordan
- Commissioner Madaras
- Commissioner Cooper

KATS POLICY

- Mayor Britigan
- Commissioner Conner (Alternate)

KATS TECHNICAL

- Manager Stoddard

PMN

- Commissioner Fooy

KABA

- Commissioner Mendoza
- Commissioner Madaras (Alternate)



CITY OF PARCHMENT

To: Parchment City Commissioners
From: Robert D. Britigan III, Mayor
Cc: Nancy Stoddard, City Manager
Date: 12/14/2023
Re: Planning Commission

It is recommended that the following individuals be appointed or re-appointed to the Planning Commission for 3-year terms ending December 31, 2026.

Planning Commission:

- Sandy Bliesener
- Caleb Brooks

Your approval of these appointments is greatly appreciated.



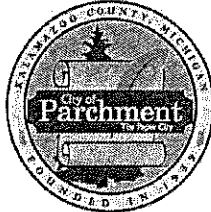
CITY OF PARCHMENT

To: Parchment City Commissioners
From: Robert D. Britigan III, Mayor
Cc: Nancy Stoddard, City Manager
Date: 12/14/2023
Re: Zoning Board of Appeals

It is recommended that the following individuals be re-appointed to the ZBA for 3-year terms ending December 31, 2026.

- Dennis Collison
- Karen Martin-Halm

Your approval of these appointments is greatly appreciated.



CITY OF PARCHMENT

To: Vice Mayor and Commissioners
From: Robert D. Britigan III, Mayor
Cc: Nancy Stoddard, City Manager
Date: 12/14/2023
Re: KAC Appointment

Pursuant to Article III, Division 3, Section 2-73 of the City of Parchment Code of Ordinances, the following appointment to the Kindleberger Summer Festival of the Performing Arts Commission (KAC) are recommended for terms beginning January 1, 2023.

- Robin Madaras (City Commission member) - 1 year term

Your consideration of these appointments is greatly appreciated.

650 S. Riverview Drive
Parchment, MI 49004
(269) 349-3785

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into and made effective as of this ____ day of _____, 2023 (the "**Effective Date**"), by and between the CITY OF PARCHMENT, a Michigan municipal corporation ("**Seller**"), and PARCHMENT VEGETABLE PRODUCTS, INC., a _____ corporation ("**Purchaser**").

Background

Purchaser desires to acquire from Seller, and Seller desires to convey to Purchaser, an approximately three (3) acre parcel located in the City of Parchment, County of Kalamazoo, State of Michigan and legally described in attached Exhibit "A" (the "**Property**"). The parties desire to consummate such transactions in accordance with the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Property. Purchaser shall purchase and Seller shall convey the Property in accordance with the terms and conditions set forth herein. The Property shall include all improvements and fixtures located upon the land, all easements that affect the land, and all rights to divisions under the Michigan Land Division Act (if any).

2. Purchase Price. The purchase price for the Property shall be Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "**Purchase Price**"). Purchaser and Seller acknowledge and agree that the amount of the Purchase Price is partial consideration for Purchaser's agreement to be bound by the Declaration and the Restrictions therein (each as defined below) following the Closing. The Purchase Price, less the Deposit defined below, and adjusted by other charges and credits as set forth herein, shall be delivered at Closing in immediately available funds subject to the terms and conditions of this Agreement.

3. Deposit. Purchaser shall deliver to Chicago Title Insurance Company, 941 W. Milham Ave., Portage, MI 49024 ("**Title Company**") the sum of Five Thousand and No/100 Dollars (\$5,000.00) by wire transfer or certified, cashier's or corporate check (the "**Deposit**") within three (3) business days of the execution of this Agreement by both parties. The Deposit shall be credited against the Purchase Price at Closing.

4. Investigation Period. The "**Investigation Period**" shall commence on the Effective Date and shall expire sixty (60) days after the Effective Date at 5:00 p.m. eastern time. During the Investigation Period, Purchaser and/or its agents and representatives shall have the right to enter the Property and have the Property and improvements located thereon inspected, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, condition of improvements including structure, plumbing and mechanical systems and the presence of wood destroying insects; survey and boundaries of the Property including any easements serving the Property; the service agreements related to the Property; market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; signage; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser.

Notwithstanding the foregoing, to the extent Purchaser desires to undertake environmental, wetland or soils investigations of the Property during the Investigation Period (collectively, the

"Environmental Assessments"), the parties agree that the Environmental Assessments shall be undertaken and performed by an environmental consultant that is approved by Seller in writing. The parties further agree that the Environmental Assessments shall not include any soil borings, groundwater testing, monitoring wells or invasive sampling or testing techniques without the prior written consent of Seller. Purchaser will not initiate contact with local, state or federal environmental agencies, except through Seller. If, for any reason, this Agreement terminates or if the Property is not transferred to Purchaser for any reason, the results, conclusions, reports and information regarding the environmental condition of the Property shall be held strictly confidential by Purchaser and Purchaser's consultants and may only be disclosed to any third party after obtaining the prior written consent of Seller. Purchaser shall indemnify and hold Seller harmless from any and all claims, actions, losses, liabilities that arise from the unauthorized disclosure of any such information. The parties agree this obligation and indemnity shall survive termination of the Agreement.

Purchaser agrees to pay all costs and expenses associated with the Purchaser's inspections conducted pursuant to this Section 4, and Purchaser further agrees to repair and restore any damage to the Property and/or to any portions thereof resulting from or arising out of the Purchaser's investigations if the transaction contemplated by this Agreement does not close. Purchaser and Seller agree to work together in good faith to determine the timing of Purchaser's inspections to minimize interference with the operation of Seller's business at the Property.

In the event that, after conducting its investigations, Purchaser desires not to proceed with the Purchase of the Property, Purchaser shall have the right to terminate this Agreement by delivery of written notice of termination to Seller and the Title Company prior to the expiration of the Investigation Period ("**Termination Notice**"). In the event Purchaser terminates this Agreement pursuant to its rights under this Section, and the Termination Notice is delivered before the expiration of the Investigation Period, then, upon Purchaser's return or destruction of the Property Information (as defined below) as directed by Seller, the full amount of the Deposit shall be promptly refunded to Purchaser. Upon such termination, all rights and obligations of the parties hereunder shall immediately and forever terminate with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement.

5. Title and Survey Matters.

A. Within three (3) business days after the Effective Date, Purchaser may order a commitment (the "**Title Commitment**") for the Property from the Title Company to issue to Purchaser, at the Closing, an ALTA owner's title insurance policy in the amount of the Purchase Price (the "**Title Insurance Policy**"), and with such endorsements as Purchaser may require, to the extent reasonably available (any such endorsements shall be at Purchaser's sole cost and expense), free and clear of any liens and encumbrances except for (i) taxes and/or assessments, not yet due and payable, (ii) rights of the public to any portion of the Property lying within the bounds of any street, road, alley or highway, (iii) matters that would be revealed or disclosed by an accurate ALTA/NSPS survey of the Property, (iv) all building and zoning laws and ordinances and municipal codes and regulations, and any state, county or federal regulations affecting the Property, and (v) matters set forth in the Title Commitment not objected to by Purchaser, as permitted hereunder, or objected to by Purchaser but waived by Purchaser or the Title Company or insured over by the Title Company (collectively, the "**Permitted Exceptions**").

B. Within three (3) business days after the Effective Date, Purchaser may order a survey of the Property in such form as Purchaser may desire (the "**Survey**") at Purchaser's sole cost and expense which Purchaser shall cause to also be certified to Seller and to the Title Company.

C. If written objection to title and/or Survey matters is made by Purchaser, no later than fourteen (14) days prior to the expiration date of the Investigation Period, that the title and/or Survey is

not acceptable to Purchaser, Seller shall have ten (10) days from the date that it received written notice of each of the particular defects (with reasonable specificity), in order, in Seller's sole and absolute discretion, to notify Purchaser of its proposed cure for each defect or to provide Purchaser with a revised Title Commitment evidencing that such defects have been remedied and/or that at Closing the Title Company shall insure over the same, it being expressly understood that Seller shall have no obligation to remedy any such defect or have the Title Company insure over any such defect. If Seller is unable or unwilling to obtain such revised Title Commitment or does not elect to cure such defects within such ten (10) day period, Purchaser shall have the option (i) to proceed with the purchase of the Property without any reduction in the Purchase Price, in which event such defects or objections will be deemed Permitted Exceptions or (ii) to terminate this Agreement by delivery of written notice of termination to Seller and the Title Company prior to the expiration of the Investigation Period and, upon Purchaser's return or destruction of the Property Information as directed by Seller, Purchaser shall promptly receive a refund of the Deposit and thereafter Purchaser and Seller shall be relieved of any and all obligations and liability under this Agreement (except for any surviving obligations under this Agreement). Failure of Purchaser to timely deliver such written notice of termination to Seller shall be deemed an election by Purchaser to choose the foregoing option (i).

6. Property Information. Within five (5) business days after the Effective Date, Seller agrees to deliver to Purchaser the documents and materials listed on Exhibit "B" attached hereto (collectively, the "**Property Information**"). Notwithstanding the foregoing, Purchaser acknowledges and agrees that it is relying exclusively on its own investigations and due diligence of the Property in relation to determining whether it will exercise its right to terminate this Agreement prior to the expiration of the Investigation Period. The parties further acknowledge and agree that Seller makes no representations or warranties regarding the accuracy or completeness of the Property Information and that Purchaser agrees it is not, and shall not, rely on the Property Information and that Purchaser is relying exclusively on its own investigations, due diligence and information.

7. Closing. The sale shall be closed at the offices of the Title Company, or in escrow by mail, on a mutually agreeable date on or before the date which is fifteen (15) days after the expiration of the Investigation Period, subject to a day-for-day extension to accommodate any permitted cure, response or similar period as expressly provided herein (the "**Closing Deadline**"). At Closing, Seller shall make the Seller Deliveries described herein and Purchaser shall make the Purchaser Deliveries described herein.

8. Seller's Closing Deliveries. At the Closing, Seller shall deliver to Title Company for delivery to Purchaser, the following items:

A. A Covenant Deed conveying to Purchaser title to the Property, subject to the Permitted Exceptions, executed and acknowledged by Seller in recordable form, along with a Real Estate Transfer Tax Valuation Affidavit.

B. An affidavit of ownership as is acceptable to Seller in its commercially reasonable discretion and as the Title Company may reasonably require to remove its standard printed exceptions from the Title Insurance Policy relating to, among other things, construction liens and rights of parties in possession, but not with respect to matters of survey.

C. A certificate in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued pursuant thereto, certifying as to the non-foreign status of a transferor.

D. Such other documents, including a signed closing statement, as are necessary and appropriate for the consummation of this transaction by Seller.

9. Purchaser's Closing Deliveries. At the Closing, Purchaser shall deliver to the Title Company for delivery to Seller, the following items:

A. The Purchase Price adjusted by the Deposit and other credits and debits as set forth on the closing statement to be prepared by Title Company.

B. A certificate certifying that all of Purchaser's representations and warranties contained in this Agreement are true and correct.

C. Such other documents, including a signed closing statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

10. Closing Costs and Prorations. Seller shall pay (i) all transfer and/or conveyance taxes assessed in connection with the Closing, (ii) the base premium for the Title Insurance Policy (excluding removal of standard exceptions and the cost of any endorsements), (iii) one-half of the Title Company's closing fee in connection with this transaction and (iv) all costs related to Seller's professionals and consultants. Purchaser shall pay (A) all recording costs for recordation of the Covenant Deed, (B) all costs and expenses associated with Purchaser's inspections conducted pursuant to this Agreement and Purchaser's professionals and consultants, (C) the cost of the Title Company's search and examination fees, the Title Commitment, and any endorsements issued with the Title Insurance Policy, (D) the costs related to Purchaser's lender, if any, including any lender's policy of title insurance, (E) the cost of the Survey, if any, and (F) one-half of the Title Company's closing fee connection with this transaction.

Seller shall be responsible for and will pay at or prior to Closing all ad valorem property taxes and installments of special assessments that first came due and payable in calendar years prior to Closing. Ad valorem property taxes and installments of special assessments that first come due and payable in the year of Closing shall be prorated as of the Closing Date on a calendar year basis.

Other regular and customary costs and expenses related to the Property shall also be prorated based on the date of Closing. To the extent appropriate for the adjustment of the foregoing amounts to achieve the requirements of this Section, the terms of this Section shall survive Closing.

11. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser, that as of the date hereof, and on the date of Closing:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof. Seller has the right, power and authority to enter into all of the agreements, assignments and other documents contemplated by this Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. There are no leases, occupancy agreements, rights of first refusal, rights of first offer, or options in effect with respect to the Property to which Seller is a party.

C. The execution and delivery of, and the performance of all obligations under this Agreement by Seller do not and will not require any consent or approval of any person or entity, and do not and will not result in a breach of any agreement or instrument to which Seller is a party.

12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

13. Indemnification.

A. Seller agrees to indemnify and hold Purchaser harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters arising from or related to the inaccuracy or breach of any of Seller's representations and warranties up to an not to exceed \$20,000.

B. Purchaser agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties up to and not to exceed \$20,000.

C. In the event either party hereto receives notice of a claim or demand for which the other party may be entitled to indemnification pursuant to this Section, such party shall promptly give notice thereof to the other party. The indemnifying party shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend same with counsel of its own choosing and approved by the other party (which approval shall not be unreasonably withheld or delayed). In the event the indemnifying party refuses to defend such claim or fails to properly and effectively defend such claim, then the other party may defend such claim with counsel of its own choosing at the expense of the indemnifying party. In such event, the indemnified party may settle such claim without the consent of the indemnifying party. It is expressly stipulated, covenanted, and agreed that the provisions of this Section shall survive the Closing for a period of 90 days.

14. Condemnation; Casualty. Purchaser shall have the right to terminate this Agreement if any part of the Property is destroyed without fault of Purchaser or any part of the Property is taken or is threatened to be taken by eminent domain. Purchaser shall give written notice of Purchaser's election to terminate this Agreement within ten (10) business days after Purchaser receives written notice from Seller of any such damage or threatened condemnation. In the event of such a termination by Purchaser, upon Purchaser's return or destruction of the Property Information as directed by Seller, the Title Company shall promptly refund to Purchaser the Deposit and the rights and obligations of the parties hereunder shall terminate, with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If Purchaser breaches this Agreement, then Seller may terminate this Agreement by written notice thereof to Purchaser and the Deposit shall promptly be paid to Seller as liquidated damages, as Seller's sole and exclusive remedy, and upon payment to Seller of the Deposit, this Agreement and all rights and obligations of the parties shall terminate, with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Seller as a result of Purchaser's failure to complete the purchase of the Property and that under the circumstances existing as of the date of this Agreement, the liquidated

damages provided for in this Section represents a reasonable estimate of the damages which Seller will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller.

B. Seller's Default; Purchaser's Remedies. If Seller materially breaches this Agreement, then Purchaser shall, as its sole remedy, have the right to either (i) terminate this Agreement by written notice thereof to Seller, in which event Purchaser shall, upon Purchaser's return or destruction of the Property Information as directed by Seller, receive a refund of the Deposit, and neither party shall have any further liability under this Agreement except for liability which expressly survives termination as provided herein, or (ii) seek specific performance of Seller's obligations hereunder. Purchaser hereby unconditionally and irrevocably waives, to the greatest extent permitted by law, any claim for monetary damages against Seller arising out of a default by Seller hereunder, which waiver will survive the termination of this Agreement. Notwithstanding anything to the contrary contained herein, in the event Purchaser has not commenced an action for specific performance pursuant to the foregoing subclause (ii) within thirty (30) days after the date of Seller's default, Purchaser shall be deemed to have waived its right to pursue and obtain specific performance pursuant to such foregoing subclause (ii).

C. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

16. Sale and Assignment of Agreement. Purchaser shall not assign this Agreement or its rights hereunder without the prior written consent of Seller, which consent may be withheld in its sole discretion. Notwithstanding the foregoing, Purchaser shall have the right to assign its rights in this Agreement, without Seller's consent, to an affiliate of Purchaser that is owned, in whole or in majority part, and controlled by Purchaser or Purchaser's principal owners. Notwithstanding any assignment, Purchaser shall not be released from any, and Purchaser shall cause all, of its obligations hereunder to be performed, including, without limitation, Purchaser's agreement to be bound by the Declaration and the Restrictions therein following the Closing. Purchaser shall provide Seller not less than three (3) business days' notice of any such assignment, such notice to include the name and signature block of the assignee and reasonable evidence of the relationship of Purchaser to such assignee.

17. AS-IS. Notwithstanding anything contained in this Agreement to the contrary, Purchaser hereby expressly acknowledges and agrees that Purchaser has or will have, prior to the end of the Investigation Period, thoroughly inspected and examined the Property to the extent deemed necessary by Purchaser in its sole discretion in order to enable Purchaser to evaluate the purchase of the Property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely upon its examination and evaluation of the Property and that Purchaser is purchasing the Property on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, without representations or warranties (other than the limited representations and warranties set forth in Section 11 above), express or implied, of any kind or nature including, but not limited to, the zoning of the Property, the tax consequences to Purchaser, the physical condition of the Property, environmental compliance, governmental approvals and compliance of the Property with applicable rules, regulations, ordinances and statutes. Purchaser hereby waives and relinquishes all rights and privileges arising out of, or with respect to or in relation to, any representations or warranties (other than the limited representations and warranties set forth in Section 11 above), whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by Seller. Without limiting the generality of the foregoing, Purchaser hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transactions contemplated hereby, as are any warranties arising from a course of dealing or usage or trade, and that, except as expressly provided in Section 11 above, Seller has not represented or warranted, and Seller does not hereby represent or warrant, that the Property now or in the future will meet or comply with the requirements of any health, environmental or safety code or

regulation of the United States of America, the State of Michigan or any other authority or jurisdiction. Without limiting the generality of the foregoing and subject to the limited representations and warranties set forth in Section 11 above, in the event Purchaser actually takes title to the Property or any portion thereof, Purchaser hereby assumes all risk and agrees that Seller shall not be liable to Purchaser (or Purchaser's successors and assigns) for, and Purchaser hereby expressly waives any claims it may have now or in the future against Seller on account of, any special, direct, indirect, consequential or any other damages resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair or operation of the Property.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state in which the Property is located.

C. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered between the parties via electronic mail.

D. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

E. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

F. For purposes of this Agreement, all notices shall be in writing and shall be addressed to the party or parties being notified at the address set forth below or at such other address as a party may from time to time designate in writing to the other party.

To Seller:

City of Parchment
Attn: Parchment City Manager
650 S Riverview Drive
Parchment, MI 49004
Email: manager@parchment.org

To Purchaser:

Parchment Vegetable Products, Inc.
Attn: Dan Bussema
839 Commerce Lane , Office #453
Parchment, MI 49004
Email: _____

All notices to any party required or permitted hereunder may be given by reputable overnight delivery, all charges prepaid, certified mail, return receipt requested, postage prepaid, or by email, at the address set forth above, and will be deemed effective three (3) days after mailing, one (1) business day after the date sent by reputable overnight delivery, provided, that it is sent for and guarantees next business day

delivery, and/or on the day sent by email, provided, that the sending party does not receive an error or other message indicating the email was undeliverable. Notices may be sent by counsel to Purchaser or Seller on behalf of Purchaser or Seller, as applicable.

G. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

H. If any date of performance hereunder falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or legal holiday.

I. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.

J. Purchaser and Seller represent and warrant to the other that there has been no direct or indirect dealings with any real estate brokers, salesmen or agents in connection with this Property, or the transactions contemplated herein. Each party to this Agreement shall indemnify, defend, and hold harmless the other party from and against any and all real estate brokerage commissions, finder's fees, or other like charges due or claimed to be due to any broker who dealt with the party from whom indemnification is sought with respect to the transaction contemplated hereunder. This subsection shall survive the Closing.

K. If either party wishes to include the transaction contemplated by this Agreement in a Section 1031 like kind exchange transaction, that party shall give the other party written notice of that intention. The other party shall cooperate with the party that wishes to undertake a Section 1031 transaction, at no cost to the other party. The other party will not be required to take title to any other property that is included in the Section 1031 transaction or to delay the closing of the transaction contemplated by this Agreement in order to accommodate the Section 1031 transaction.

36. Restrictive Covenant. Purchaser acknowledges and agrees that Seller will, prior to Closing, prepare, file and record a Declaration of Covenants and Restrictions and Option to Repurchase substantially in the form attached as Exhibit "C" hereto and made a part hereof (the "**Declaration**"). The Declaration will impose certain restrictive covenants upon the Property requiring, among other things, Purchaser, its transferees, successors, assigns, licensees and/or lessees and any future owners and/or users of the Property to restrict the use, operation, transfer, lease or license of the Property to the following uses and any other uses that may be expressly permitted by the Declaration:

Indoor and urban farming for the production of vegetable products

(collectively, the "**Restrictions**"). Purchaser acknowledges and agrees that the Restrictions shall run with the land and may be enforceable by Seller, its successors or assigns in accordance with the terms of the Declaration.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

SELLER:

CITY OF PARCHMENT,
a Michigan municipal corporation

By: _____
Name: _____
Its: _____

PURCHASER:

PARCHMENT VEGETABLE PRODUCTS, INC.,
a _____ corporation

By: _____
Name: _____
Its: _____

EXHIBIT "A"

THE PROPERTY

Parcel 3906-03-226-040

Commencing at the Northwest corner of Section 2, T. 2 S., R. 11 W., City of Parchment, Kalamazoo County, Michigan; thence South $89^{\circ}-13'-49''$ East along the North line of said Section, 238.78 feet; thence South $00^{\circ}-46'-11''$ West, 33.00 feet; thence South $52^{\circ}-33'-29''$ East, 188.13 feet; thence South $37^{\circ}-22'-15''$ West, 690.55 feet; thence Southwesterly 109.56 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South $35^{\circ}-44'-17''$ West, 109.55 feet; thence Southwesterly 508.63 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South $26^{\circ}-31'-32''$ West, 507.15 feet for the place of beginning of the land hereinafter described; thence continuing Southwesterly 212.27 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South $15^{\circ}-46'-58''$ West, 212.16 feet to the Easterly extension of the Northerly line of Amended Plat of Blocks 1, 6, 13 and 16, Lots 1, 2, 8, 9, 10 of Block 2, Lot 7 of Block 3, Lots 1, 2, 4, 5, 6 of Block 4, Lots 1-19 of Block 5, Lots 112 of Block 8, Vacated Parts of Everett Lane, Maiden Lane, Gallup Avenue, Sanford Street and Robert Lane of the Revised Plat of Glendale, as recorded in Liber 42 of Plats on Page 49, Kalamazoo County Records; thence North $89^{\circ}-24'-57''$ West thereon, 604.74 feet, thence North $12^{\circ}-45'-56''$ West, 150.89 feet; thence North $00^{\circ}-48'-00''$ East, 57.93 feet; thence South $89^{\circ}-24'-57''$ East, 694.98 feet to the place of beginning. Containing 3.0 Acres, more or less.



EXHIBIT "B"

PROPERTY INFORMATION

- That certain Baseline Environmental Assessment, prepared by Envirologic Environmental Consulting (since acquired by Fishbeck), dated December 16, 2019.

EXHIBIT "C"

DECLARATION

DRAFT – SUBJECT TO REVIEW AND DISCUSSION

**DECLARATION OF COVENANTS AND RESTRICTIONS
AND OPTION TO REPURCHASE**

THIS DECLARATION (this "**Restriction**") is made as of _____, 2024, by CITY OF PARCHMENT, a Michigan municipal corporation, whose address is 650 Riverview Drive, Parchment, Michigan 49004 ("**Declarant**").

Background

A. Declarant is the owner in fee simple of the lands commonly known as _____, Parchment, Michigan and more particularly described on the attached Exhibit "A" (defined below as the "**Property**").

B. Declarant has agreed to sell the Property to Parchment Vegetable Products, Inc., a _____ corporation ("**Purchaser**") pursuant to that certain Purchase and Sale Agreement dated as of _____ (the "**Agreement**") between Declarant and Purchaser, which Agreement also provides that the amount of the Purchase Price (as defined in the Agreement) is partial consideration for Purchaser's agreement to be bound by this Restriction.

C. From and after the date of this Restriction, the Property is to be renovated and used as a facility for indoor and urban farming for the production of vegetable products (the "**Use**") in the manner, and subject to the covenants, terms and conditions set forth herein.

Restriction

NOW, THEREFORE, Declarant hereby publishes, declares and makes known to all intending purchasers and future owners of the Property, that the same shall be subject to the following conditions, restrictions, covenants and agreements, which shall be incorporated by reference in all deeds of conveyance and contracts and shall run with the land and bind all grantees in the Property, including their respective heirs, personal representatives, successors and assigns:

1. Renovation of Property. The Property shall be renovated to accommodate the Use and approximately in accordance with the site plan and other plans and specifications attached hereto as Exhibit "B" (the "**Renovation**"). As such, the Property (and facility to be renovated

thereon) may only be used for the Use and storage, distribution and office purposes that are related to the Use. The Renovation shall be completed (as evidenced by a permanent certificate of occupancy), and the Property shall reopen to the public for business, no later than twelve (12) months from the date of this Restriction. Notwithstanding the foregoing, if, despite using commercially reasonable efforts, the property owner is unable to complete the Renovation and reopen to the public for business within such twelve (12) month period as a direct result of any delays not caused by the actions or omissions of the property owner or that were not within the reasonable control of the property owner (for example, any delays in obtaining third party approvals that were timely sought by the property owner), then such twelve (12) month period will be extended on a day for day basis until the property owner completes the Renovation and reopens to the public for business, not to exceed eighteen (18) months from the date of this Restriction. No new building, facility, structure or other improvement, or change of use, shall be commenced or established prior to obtaining the prior written approval of Declarant and in accordance with the terms of this Restriction.

2. Change of Use to Facility. The property owner may submit a written request to the Declarant to change the Use to another permitted use ("**Change Request**"). Any Change Request shall contain a detailed description of the desired permitted use together with any additional documentation or information that Declarant deems necessary or appropriate. Declarant will use reasonable efforts to issue an approval (subject to any terms and/or conditions that are acceptable to Declarant in its sole discretion), denial or comments within twenty-one (21) days after its receipt of any Change Request. In the event Declarant approves any Change Request, Declarant and the property owner shall promptly execute and record (at the property owner's expense) an amendment to this Restriction which reflects the permitted change of use (subject to any terms and/or conditions that are acceptable to Declarant in its sole discretion) and which is otherwise mutually acceptable to Declarant and the property owner. Any permitted change of use of the Property shall at all times comply with the terms and conditions of this Restriction (as it may be amended), other restrictive covenants or conditions (if any), and applicable laws, statutes, codes, ordinances and planned unit development plans, including without limitation the terms and conditions of any permits or approvals related to the Renovation.

3. Option to Repurchase. The parties acknowledge and agree that Declarant is transferring the Property for the purpose of the Renovation and establishment of the Use. As such, to the extent that the Renovation is not complete and the Property has not reopened to the public for business within the twelve (12) month period (as it may be extended) provided in Section 1 above, then Declarant shall have an option to re-purchase the Property from the Purchaser or any subsequent property owner for the Purchase Price that Declarant received when it transferred the Property to Purchaser. The terms of such purchase shall be otherwise based on the terms of the Agreement with the exception that Declarant shall be "Purchaser" and Purchaser or any subsequent property owner shall be "Seller" for purposes of such option and Purchaser or any subsequent property owner shall be responsible for removal and release of any liens, mortgages, judgments or financial encumbrances against the Property. Declarant shall exercise the option by providing written notice to Purchaser or any subsequent property owner at any time after the expiration of the twelve (12) month period (as it may be extended) set forth above.

4. Additional Restrictions. In addition to the Use and other covenants and restrictions set forth in Sections 1 and 2 of this Restriction, the Property shall also be subject to the following restrictions on use:

- (i) The Property shall be restricted solely to uses that are not exempt, including any so-called "partial exemption" and whether such uses are exempt (or partially exempt) under applicable laws, regulations, rules, and/or programs currently existing or hereafter enacted, from the payment of ad valorem taxes, assessments and other governmental costs and charges (the "**Property Taxes**") generally applicable to real property where the Property is located. For example, since the following types of uses are generally exempt from Property Taxes, the Property shall not be used for, and shall be restricted against use as (but not limited to): hospitals, clinics or medical centers; churches, religious organizations or places of worship; governmental buildings, government agencies, governmental authorities and/or government related uses; schools, colleges, and/or educational related uses; philanthropic organizations, charities and/or non-profit corporations; unless such uses or users enter into (A) an agreement to pay subject to Property Taxes or (B), if applicable to such uses or users, a Payment in Lieu of Taxes (PILOT) agreement, in either case that is approved by Declarant.
- (ii) The Property is restricted against use any and all marijuana and/or cannabis uses or related uses, including without limitation, dispensaries, grow facilities and/or provisioning centers.

5. Remedies.¹ Declarant shall have the right to specifically enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Restriction. Declarant shall also have the right recover all of its damages that arise from any breach of this Restriction (including any and all terms and conditions contained herein), including, without limitation, all fees (including actual attorneys' fees and any other professional fees), costs (including court costs) and expenses of enforcement.

6. Term. The term of this Restriction shall run with the land. Notwithstanding the foregoing, the term of the option to repurchase set forth in Section 3 shall expire, and all rights and obligations thereunder shall be deemed forever released and discharged, upon the completion of the Renovation in accordance with the terms of this Restriction (including without limitation in compliance with the plans and specifications that are approved by Declarant as contemplated herein) and the establishment of the Use within the twelve (12) month period (as it may be extended) provided in Section 1 above.

Signature line on following page

¹ NOTE TO DRAFT: Full scope of available remedies to be discussed with the City of Parchment.

In Witness Whereof, the Declarant has executed and imposed this Restriction on the date set forth above.

CITY OF PARCHMENT
a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, Michigan, on _____, by _____, as _____ of the City of Parchment, a Michigan municipal corporation, on behalf of the corporation.

State of Michigan
County of _____
My Commission Expires _____
Acting in the County of _____

Prepared by and Return to after recording:

Honigman, LLP
Attn.. J. Patrick Lennon, Esq.
650 Trade Centre Way
Suite 200
Kalamazoo, Michigan 49002

EXHIBIT "A" TO RESTRICTIONS

PROPERTY

Parcel 3906-03-226-040

Commencing at the Northwest corner of Section 2, T. 2 S., R. 11 W., City of Parchment, Kalamazoo County, Michigan; thence South $89^{\circ}-13'-49''$ East along the North line of said Section, 238.78 feet; thence South $00^{\circ}-46'-11''$ West, 33.00 feet; thence South $52^{\circ}-33'-29''$ East, 188.13 feet; thence South $37^{\circ}-22'-15''$ West, 690.55 feet; thence Southwesterly 109.56 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South $35^{\circ}-44'-17''$ West, 109.55 feet; thence Southwesterly 508.63 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South $26^{\circ}-31'-32''$ West, 507.15 feet for the place of beginning of the land hereinafter described; thence continuing Southwesterly 212.27 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South $15^{\circ}-46'-58''$ West, 212.16 feet to the Easterly extension of the Northerly line of Amended Plat of Blocks 1, 6, 13 and 16, Lots 1, 2, 8, 9, 10 of Block 2, Lot 7 of Block 3, Lots 1, 2, 4, 5, 6 of Block 4, Lots 1-19 of Block 5, Lots 112 of Block 8, Vacated Paris of Everett Lane, Maiden Lane, Gallup Avenue, Sanford Street and Robert Lane of the Revised Plat of Glendale, as recorded in Liber 42 of Plats on Page 49, Kalamazoo County Records; thence North $89^{\circ}-24'-57''$ West thereon, 604.74 feet, thence North $12^{\circ}-45'-56''$ West, 150.89 feet; thence North $00^{\circ}-48'-00''$ East, 57.93 feet; thence South $89^{\circ}-24'-57''$ East, 694.98 feet to the place of beginning. Containing 3.0 Acres, more or less.

EXHIBIT "B" TO RESTRICTIONS
SITE PLAN AND OTHER PLANS AND SPECIFICATIONS

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into and made effective as of this ____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF PARCHMENT, a Michigan municipal corporation ("Seller"), and FIDEL CORONADO, an individual ("Purchaser").

Background

Purchaser desires to acquire from Seller, and Seller desires to convey to Purchaser, an approximately 2.3 acre parcel located in the City of Parchment, County of Kalamazoo, State of Michigan and legally described in attached Exhibit "A" (the "Property"). The parties desire to consummate such transactions in accordance with the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Property. Purchaser shall purchase and Seller shall convey the Property in accordance with the terms and conditions set forth herein. The Property shall include all improvements and fixtures located upon the land, all easements that affect the land, and all rights to divisions under the Michigan Land Division Act (if any).

2. Purchase Price. The purchase price for the Property shall be Five Thousand and No/100 Dollars (\$5,000.00) (the "Purchase Price"). Purchaser and Seller acknowledge and agree that the amount of the Purchase Price is partial consideration for Purchaser's agreement to be bound by the Declaration and the Restrictions therein (each as defined below) following the Closing. The Purchase Price, less the Deposit defined below, and adjusted by other charges and credits as set forth herein, shall be delivered at Closing in immediately available funds subject to the terms and conditions of this Agreement.

3. Deposit. Purchaser shall deliver to Chicago Title Insurance Company, 941 W. Milham Ave., Portage, MI 49024 ("Title Company") the sum of Five Thousand and No/100 Dollars (\$5,000.00) by wire transfer or certified, cashier's or corporate check (the "Deposit") within three (3) business days of the execution of this Agreement by both parties. The Deposit shall be credited against the Purchase Price at Closing.

4. Investigation Period. The "Investigation Period" shall commence on the Effective Date and shall expire sixty (60) days after the Effective Date at 5:00 p.m. eastern time. During the Investigation Period, Purchaser and/or its agents and representatives shall have the right to enter the Property and have the Property and improvements located thereon inspected, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, condition of improvements including structure, plumbing and mechanical systems and the presence of wood destroying insects; survey and boundaries of the Property including any easements serving the Property; the service agreements related to the Property; market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; signage; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser.

Notwithstanding the foregoing, to the extent Purchaser desires to undertake environmental, wetland or soils investigations of the Property during the Investigation Period (collectively, the

"Environmental Assessments"), the parties agree that the Environmental Assessments shall be undertaken and performed by an environmental consultant that is approved by Seller in writing. The parties further agree that the Environmental Assessments shall not include any soil borings, groundwater testing, monitoring wells or invasive sampling or testing techniques without the prior written consent of Seller. Purchaser will not initiate contact with local, state or federal environmental agencies, except through Seller. If, for any reason, this Agreement terminates or if the Property is not transferred to Purchaser for any reason, the results, conclusions, reports and information regarding the environmental condition of the Property shall be held strictly confidential by Purchaser and Purchaser's consultants and may only be disclosed to any third party after obtaining the prior written consent of Seller. Purchaser shall indemnify and hold Seller harmless from any and all claims, actions, losses, liabilities that arise from the unauthorized disclosure of any such information. The parties agree this obligation and indemnity shall survive termination of the Agreement.

Purchaser agrees to pay all costs and expenses associated with the Purchaser's inspections conducted pursuant to this Section 4, and Purchaser further agrees to repair and restore any damage to the Property and/or to any portions thereof resulting from or arising out of the Purchaser's investigations if the transaction contemplated by this Agreement does not close. Purchaser and Seller agree to work together in good faith to determine the timing of Purchaser's inspections to minimize interference with the operation of Seller's business at the Property.

In the event that, after conducting its investigations, Purchaser desires not to proceed with the Purchase of the Property, Purchaser shall have the right to terminate this Agreement by delivery of written notice of termination to Seller and the Title Company prior to the expiration of the Investigation Period ("**Termination Notice**"). In the event Purchaser terminates this Agreement pursuant to its rights under this Section, and the Termination Notice is delivered before the expiration of the Investigation Period, then, upon Purchaser's return or destruction of the Property Information (as defined below) as directed by Seller, the full amount of the Deposit shall be promptly refunded to Purchaser. Upon such termination, all rights and obligations of the parties hereunder shall immediately and forever terminate with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement.

5. Title and Survey Matters.

A. Within three (3) business days after the Effective Date, Purchaser may order a commitment (the "**Title Commitment**") for the Property from the Title Company to issue to Purchaser, at the Closing, an ALTA owner's title insurance policy in the amount of the Purchase Price (the "**Title Insurance Policy**"), and with such endorsements as Purchaser may require, to the extent reasonably available (any such endorsements shall be at Purchaser's sole cost and expense), free and clear of any liens and encumbrances except for (i) taxes and/or assessments, not yet due and payable, (ii) rights of the public to any portion of the Property lying within the bounds of any street, road, alley or highway, (iii) matters that would be revealed or disclosed by an accurate ALTA/NSPS survey of the Property, (iv) all building and zoning laws and ordinances and municipal codes and regulations, and any state, county or federal regulations affecting the Property, and (v) matters set forth in the Title Commitment not objected to by Purchaser, as permitted hereunder, or objected to by Purchaser but waived by Purchaser or the Title Company or insured over by the Title Company (collectively, the "**Permitted Exceptions**").

B. Within three (3) business days after the Effective Date, Purchaser may order a survey of the Property in such form as Purchaser may desire (the "**Survey**") at Purchaser's sole cost and expense which Purchaser shall cause to also be certified to Seller and to the Title Company.

C. If written objection to title and/or Survey matters is made by Purchaser, no later than fourteen (14) days prior to the expiration date of the Investigation Period, that the title and/or Survey is

not acceptable to Purchaser, Seller shall have ten (10) days from the date that it received written notice of each of the particular defects (with reasonable specificity), in order, in Seller's sole and absolute discretion, to notify Purchaser of its proposed cure for each defect or to provide Purchaser with a revised Title Commitment evidencing that such defects have been remedied and/or that at Closing the Title Company shall insure over the same, it being expressly understood that Seller shall have no obligation to remedy any such defect or have the Title Company insure over any such defect. If Seller is unable or unwilling to obtain such revised Title Commitment or does not elect to cure such defects within such ten (10) day period, Purchaser shall have the option (i) to proceed with the purchase of the Property without any reduction in the Purchase Price, in which event such defects or objections will be deemed Permitted Exceptions or (ii) to terminate this Agreement by delivery of written notice of termination to Seller and the Title Company prior to the expiration of the Investigation Period and, upon Purchaser's return or destruction of the Property Information as directed by Seller, Purchaser shall promptly receive a refund of the Deposit and thereafter Purchaser and Seller shall be relieved of any and all obligations and liability under this Agreement (except for any surviving obligations under this Agreement). Failure of Purchaser to timely deliver such written notice of termination to Seller shall be deemed an election by Purchaser to choose the foregoing option (i).

6. Property Information. Within five (5) business days after the Effective Date, Seller agrees to deliver to Purchaser the documents and materials listed on Exhibit "B" attached hereto (collectively, the "**Property Information**"). Notwithstanding the foregoing, Purchaser acknowledges and agrees that it is relying exclusively on its own investigations and due diligence of the Property in relation to determining whether it will exercise its right to terminate this Agreement prior to the expiration of the Investigation Period. The parties further acknowledge and agree that Seller makes no representations or warranties regarding the accuracy or completeness of the Property Information and that Purchaser agrees it is not, and shall not, rely on the Property Information and that Purchaser is relying exclusively on its own investigations, due diligence and information.

7. Closing. The sale shall be closed at the offices of the Title Company, or in escrow by mail, on a mutually agreeable date on or before the date which is fifteen (15) days after the expiration of the Investigation Period, subject to a day-for-day extension to accommodate any permitted cure, response or similar period as expressly provided herein (the "**Closing Deadline**"). At Closing, Seller shall make the Seller Deliveries described herein and Purchaser shall make the Purchaser Deliveries described herein.

8. Seller's Closing Deliveries. At the Closing, Seller shall deliver to Title Company for delivery to Purchaser, the following items:

A. A Covenant Deed conveying to Purchaser title to the Property, subject to the Permitted Exceptions, executed and acknowledged by Seller in recordable form, along with a Real Estate Transfer Tax Valuation Affidavit.

B. An affidavit of ownership as is acceptable to Seller in its commercially reasonable discretion and as the Title Company may reasonably require to remove its standard printed exceptions from the Title Insurance Policy relating to, among other things, construction liens and rights of parties in possession, but not with respect to matters of survey.

C. A certificate in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued pursuant thereto, certifying as to the non-foreign status of a transferor.

D. Such other documents, including a signed closing statement, as are necessary and appropriate for the consummation of this transaction by Seller.

9. Purchaser's Closing Deliveries. At the Closing, Purchaser shall deliver to the Title Company for delivery to Seller, the following items:

A. The Purchase Price adjusted by the Deposit and other credits and debits as set forth on the closing statement to be prepared by Title Company.

B. A certificate certifying that all of Purchaser's representations and warranties contained in this Agreement are true and correct.

C. Such other documents, including a signed closing statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

10. Closing Costs and Prorations. Seller shall pay (i) all transfer and/or conveyance taxes assessed in connection with the Closing, (ii) the base premium for the Title Insurance Policy (excluding removal of standard exceptions and the cost of any endorsements), (iii) one-half of the Title Company's closing fee in connection with this transaction and (iv) all costs related to Seller's professionals and consultants. Purchaser shall pay (A) all recording costs for recordation of the Covenant Deed, (B) all costs and expenses associated with Purchaser's inspections conducted pursuant to this Agreement and Purchaser's professionals and consultants, (C) the cost of the Title Company's search and examination fees, the Title Commitment, and any endorsements issued with the Title Insurance Policy, (D) the costs related to Purchaser's lender, if any, including any lender's policy of title insurance, (E) the cost of the Survey, if any, and (F) one-half of the Title Company's closing fee connection with this transaction.

Seller shall be responsible for and will pay at or prior to Closing all ad valorem property taxes and installments of special assessments that first came due and payable in calendar years prior to Closing. Ad valorem property taxes and installments of special assessments that first come due and payable in the year of Closing shall be prorated as of the Closing Date on a calendar year basis.

Other regular and customary costs and expenses related to the Property shall also be prorated based on the date of Closing. To the extent appropriate for the adjustment of the foregoing amounts to achieve the requirements of this Section, the terms of this Section shall survive Closing.

11. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser, that as of the date hereof, and on the date of Closing:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof. Seller has the right, power and authority to enter into all of the agreements, assignments and other documents contemplated by this Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. There are no leases, occupancy agreements, rights of first refusal, rights of first offer, or options in effect with respect to the Property to which Seller is a party.

C. The execution and delivery of, and the performance of all obligations under this Agreement by Seller do not and will not require any consent or approval of any person or entity, and do not and will not result in a breach of any agreement or instrument to which Seller is a party.

12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

13. Indemnification.

A. Seller agrees to indemnify and hold Purchaser harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters arising from or related to the inaccuracy or breach of any of Seller's representations and warranties up to an not to exceed \$20,000.

B. Purchaser agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties up to and not to exceed \$20,000.

C. In the event either party hereto receives notice of a claim or demand for which the other party may be entitled to indemnification pursuant to this Section, such party shall promptly give notice thereof to the other party. The indemnifying party shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend same with counsel of its own choosing and approved by the other party (which approval shall not be unreasonably withheld or delayed). In the event the indemnifying party refuses to defend such claim or fails to properly and effectively defend such claim, then the other party may defend such claim with counsel of its own choosing at the expense of the indemnifying party. In such event, the indemnified party may settle such claim without the consent of the indemnifying party. It is expressly stipulated, covenanted, and agreed that the provisions of this Section shall survive the Closing for a period of 90 days.

14. Condemnation; Casualty. Purchaser shall have the right to terminate this Agreement if any part of the Property is destroyed without fault of Purchaser or any part of the Property is taken or is threatened to be taken by eminent domain. Purchaser shall give written notice of Purchaser's election to terminate this Agreement within ten (10) business days after Purchaser receives written notice from Seller of any such damage or threatened condemnation. In the event of such a termination by Purchaser, upon Purchaser's return or destruction of the Property Information as directed by Seller, the Title Company shall promptly refund to Purchaser the Deposit and the rights and obligations of the parties hereunder shall terminate, with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If Purchaser breaches this Agreement, then Seller may terminate this Agreement by written notice thereof to Purchaser and the Deposit shall promptly be paid to Seller as liquidated damages, as Seller's sole and exclusive remedy, and upon payment to Seller of the Deposit, this Agreement and all rights and obligations of the parties shall terminate, with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Seller as a result of Purchaser's failure to complete the purchase of the Property and that under the circumstances existing as of the date of this Agreement, the liquidated

damages provided for in this Section represents a reasonable estimate of the damages which Seller will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller.

B. Seller's Default; Purchaser's Remedies. If Seller materially breaches this Agreement, then Purchaser shall, as its sole remedy, have the right to either (i) terminate this Agreement by written notice thereof to Seller, in which event Purchaser shall, upon Purchaser's return or destruction of the Property Information as directed by Seller, receive a refund of the Deposit, and neither party shall have any further liability under this Agreement except for liability which expressly survives termination as provided herein, or (ii) seek specific performance of Seller's obligations hereunder. Purchaser hereby unconditionally and irrevocably waives, to the greatest extent permitted by law, any claim for monetary damages against Seller arising out of a default by Seller hereunder, which waiver will survive the termination of this Agreement. Notwithstanding anything to the contrary contained herein, in the event Purchaser has not commenced an action for specific performance pursuant to the foregoing subclause (ii) within thirty (30) days after the date of Seller's default, Purchaser shall be deemed to have waived its right to pursue and obtain specific performance pursuant to such foregoing subclause (ii).

C. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

16. Sale and Assignment of Agreement. Purchaser shall not assign this Agreement or its rights hereunder without the prior written consent of Seller, which consent may be withheld in its sole discretion. Notwithstanding the foregoing, Purchaser shall have the right to assign its rights in this Agreement, without Seller's consent, to an affiliate of Purchaser that is owned, in whole or in majority part, and controlled by Purchaser or Purchaser's principal owners. Notwithstanding any assignment, Purchaser shall not be released from any, and Purchaser shall cause all, of its obligations hereunder to be performed, including, without limitation, Purchaser's agreement to be bound by the Declaration and the Restrictions therein following the Closing. Purchaser shall provide Seller not less than three (3) business days' notice of any such assignment, such notice to include the name and signature block of the assignee and reasonable evidence of the relationship of Purchaser to such assignee.

17. AS-IS. Notwithstanding anything contained in this Agreement to the contrary, Purchaser hereby expressly acknowledges and agrees that Purchaser has or will have, prior to the end of the Investigation Period, thoroughly inspected and examined the Property to the extent deemed necessary by Purchaser in its sole discretion in order to enable Purchaser to evaluate the purchase of the Property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely upon its examination and evaluation of the Property and that Purchaser is purchasing the Property on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, without representations or warranties (other than the limited representations and warranties set forth in Section 11 above), express or implied, of any kind or nature including, but not limited to, the zoning of the Property, the tax consequences to Purchaser, the physical condition of the Property, environmental compliance, governmental approvals and compliance of the Property with applicable rules, regulations, ordinances and statutes. Purchaser hereby waives and relinquishes all rights and privileges arising out of, or with respect to or in relation to, any representations or warranties (other than the limited representations and warranties set forth in Section 11 above), whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by Seller. Without limiting the generality of the foregoing, Purchaser hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transactions contemplated hereby, as are any warranties arising from a course of dealing or usage or trade, and that, except as expressly provided in Section 11 above, Seller has not represented or warranted, and Seller does not hereby represent or warrant, that the Property now or in the future will meet or comply with the requirements of any health, environmental or safety code or

regulation of the United States of America, the State of Michigan or any other authority or jurisdiction. Without limiting the generality of the foregoing and subject to the limited representations and warranties set forth in Section 11 above, in the event Purchaser actually takes title to the Property or any portion thereof, Purchaser hereby assumes all risk and agrees that Seller shall not be liable to Purchaser (or Purchaser's successors and assigns) for, and Purchaser hereby expressly waives any claims it may have now or in the future against Seller on account of, any special, direct, indirect, consequential or any other damages resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair or operation of the Property.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state in which the Property is located.

C. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered between the parties via electronic mail.

D. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

E. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

F. For purposes of this Agreement, all notices shall be in writing and shall be addressed to the party or parties being notified at the address set forth below or at such other address as a party may from time to time designate in writing to the other party.

To Seller:

City of Parchment
Attn: Parchment City Manager
650 S Riverview Drive
Parchment, MI 49004
Email: manager@parchment.org

To Purchaser:

Attn: Fidel Coronado
114 Wilson Avenue
Parchment, MI 49004
Email: _____

All notices to any party required or permitted hereunder may be given by reputable overnight delivery, all charges prepaid, certified mail, return receipt requested, postage prepaid, or by email, at the address set forth above, and will be deemed effective three (3) days after mailing, one (1) business day after the date sent by reputable overnight delivery, provided, that it is sent for and guarantees next business day

delivery, and/or on the day sent by email, provided, that the sending party does not receive an error or other message indicating the email was undeliverable. Notices may be sent by counsel to Purchaser or Seller on behalf of Purchaser or Seller, as applicable.

G. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

H. If any date of performance hereunder falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or legal holiday.

I. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.

J. Purchaser and Seller represent and warrant to the other that there has been no direct or indirect dealings with any real estate brokers, salesmen or agents in connection with this Property, or the transactions contemplated herein. Each party to this Agreement shall indemnify, defend, and hold harmless the other party from and against any and all real estate brokerage commissions, finder's fees, or other like charges due or claimed to be due to any broker who dealt with the party from whom indemnification is sought with respect to the transaction contemplated hereunder. This subsection shall survive the Closing.

K. If either party wishes to include the transaction contemplated by this Agreement in a Section 1031 like kind exchange transaction, that party shall give the other party written notice of that intention. The other party shall cooperate with the party that wishes to undertake a Section 1031 transaction, at no cost to the other party. The other party will not be required to take title to any other property that is included in the Section 1031 transaction or to delay the closing of the transaction contemplated by this Agreement in order to accommodate the Section 1031 transaction.

36. Restrictive Covenant. Purchaser acknowledges and agrees that Seller will, prior to Closing, prepare, file and record a Declaration of Covenants and Restrictions and Option to Repurchase substantially in the form attached as Exhibit "C" hereto and made a part hereof (the "**Declaration**"). The Declaration will impose certain restrictive covenants upon the Property requiring, among other things, Purchaser, its transferees, successors, assigns, licensees and/or lessees and any future owners and/or users of the Property to restrict the use, operation, transfer, lease or license of the Property to the following uses and any other uses that may be expressly permitted by the Declaration:

Light manufacturing

(collectively, the "**Restrictions**"). Purchaser acknowledges and agrees that the Restrictions shall run with the land and may be enforceable by Seller, its successors or assigns in accordance with the terms of the Declaration.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

SELLER:

CITY OF PARCHMENT,
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

PURCHASER:

FIDEL CORONADO,
an individual

By: _____

Name: Fidel Coronado

EXHIBIT "A"

THE PROPERTY

Parcel #: 3906-03-280-022

Combined Split #4 from Parcel 3906-03-226-040, Split #5 from Parcel 3906-03-226-040, Parcel 3906-03-280-021 and Parcel 3906-03-280-011:

Beginning at the Northwest corner of Lot 1, Block 19, Amended Plat of Blocks 1, 6, 13 and 16, Lots 1, 2, 8, 9, 10 of Block 2, Lot 7 of Block 3, Lots 1, 2, 4, 5, 6 of Block 4, Lots 1-19 of Block 5, Lots 1-12 of Block 8, Vacated Parts of Everett Lane, Maiden Lane, Gallup Avenue, Sanford Street and Robert Lane of the Revised Plat of Glendale, as recorded in Liber 42 of Plats on Page 49, Kalamazoo County Records; thence North $89^{\circ}-24'-57''$ East along the North line of said Lot 1, Block 19, 535.44 feet to the Northeast corner of Lot 3, Block 18, of said Plat; thence continuing North $89^{\circ}-24'-57''$ East, 47.02 feet; thence Southwesterly 178.16 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South $09^{\circ}-57'-52''$ West, 178.10 feet; thence South $89^{\circ}-57'-21''$ West, 46.38 feet to the East line of said Lot 3, Block 18; thence continuing South $89^{\circ}-57'-21''$ West, 464.76 feet to the West line of said Lot 1, Block 19; thence continuing South $89^{\circ}-57'-21''$ West, 21.52 feet; thence North $12^{\circ}-45'-56''$ West, 186.60 feet to the extension of the North line of said Lot 1, Block 19; thence South $89^{\circ}-24'-57''$ East thereon, 21.22 feet to the Northwest corner of said Lot 1, Block 19 and the place of beginning. Containing 2.3 Acres, more or less.

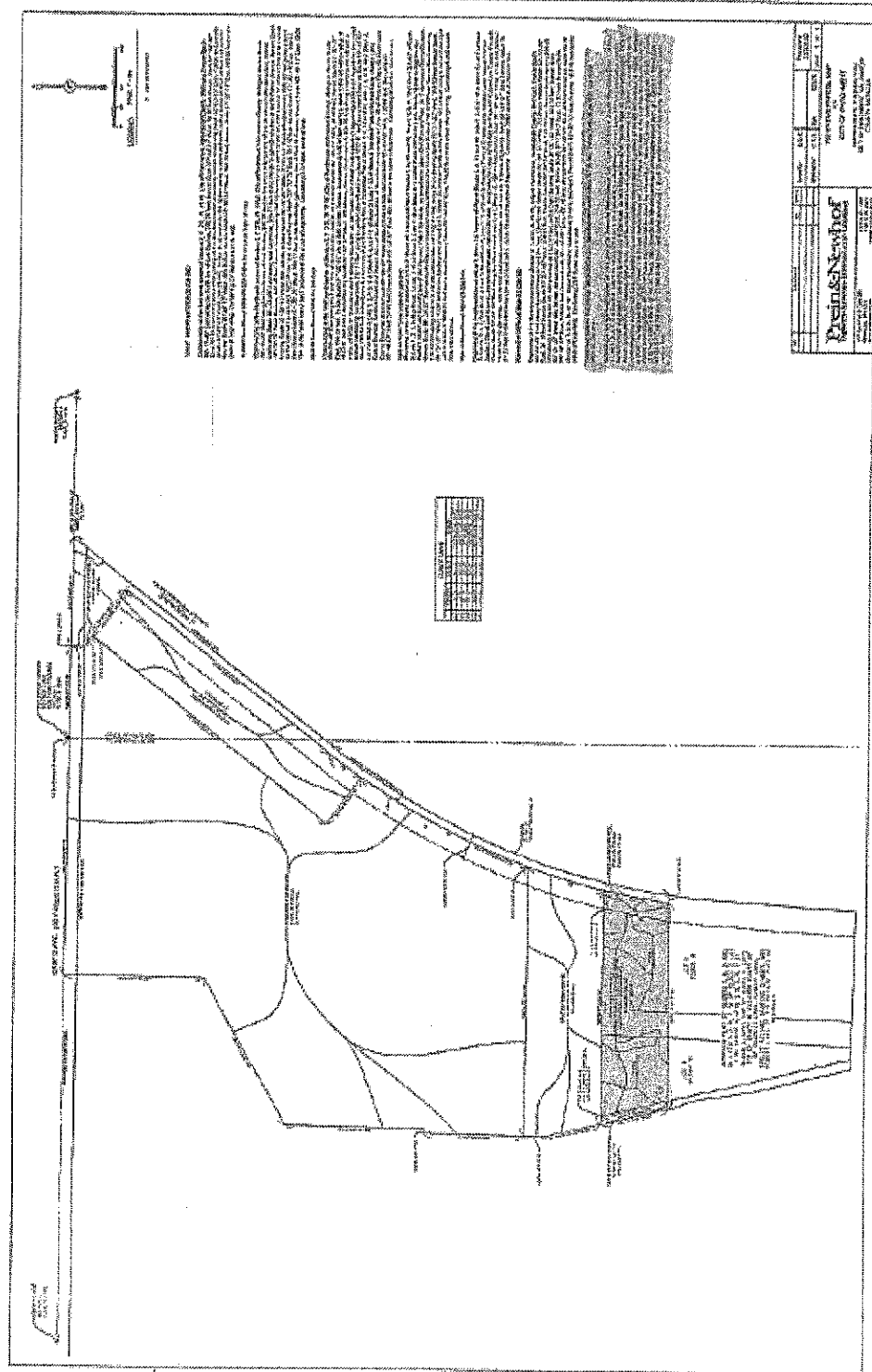


EXHIBIT "B"

PROPERTY INFORMATION

That certain Baseline Environmental Assessment, prepared by Envirologic Environmental Consulting (since acquired by Fishbeck), dated December 16, 2019.

EXHIBIT "C"
DECLARATION

DRAFT – SUBJECT TO REVIEW AND DISCUSSION

**DECLARATION OF COVENANTS AND RESTRICTIONS
AND OPTION TO REPURCHASE**

THIS DECLARATION (this "**Restriction**") is made as of _____, 2024, by CITY OF PARCHMENT, a Michigan municipal corporation, whose address is 650 Riverview Drive, Parchment, Michigan 49004 ("**Declarant**").

Background

A. Declarant is the owner in fee simple of the lands commonly known as _____, Parchment, Michigan and more particularly described on the attached Exhibit "A" (defined below as the "**Property**").

B. Declarant has agreed to sell the Property to Fidel Coronado, an individual ("**Purchaser**") pursuant to that certain Purchase and Sale Agreement dated as of _____ (the "**Agreement**") between Declarant and Purchaser, which Agreement also provides that the amount of the Purchase Price (as defined in the Agreement) is partial consideration for Purchaser's agreement to be bound by this Restriction.

C. From and after the date of this Restriction, the Property is to be renovated and used as a facility for light manufacturing (the "**Use**") in the manner, and subject to the covenants, terms and conditions set forth herein.

Restriction

NOW, THEREFORE, Declarant hereby publishes, declares and makes known to all intending purchasers and future owners of the Property, that the same shall be subject to the following conditions, restrictions, covenants and agreements, which shall be incorporated by reference in all deeds of conveyance and contracts and shall run with the land and bind all grantees in the Property, including their respective heirs, personal representatives, successors and assigns:

1. Renovation of Property. The Property shall be renovated to accommodate the Use and approximately in accordance with the site plan and other plans and specifications attached hereto as Exhibit "B" (the "**Renovation**"). As such, the Property (and facility to be renovated

thereon) may only be used for the Use and storage, distribution and office purposes that are related to the Use. The Renovation shall be completed (as evidenced by a permanent certificate of occupancy), and the Property shall reopen to the public for business, no later than twelve (12) months from the date of this Restriction. Notwithstanding the foregoing, if, despite using commercially reasonable efforts, the property owner is unable to complete the Renovation and reopen to the public for business within such twelve (12) month period as a direct result of any delays not caused by the actions or omissions of the property owner or that were not within the reasonable control of the property owner (for example, any delays in obtaining third party approvals that were timely sought by the property owner), then such twelve (12) month period will be extended on a day for day basis until the property owner completes the Renovation and reopens to the public for business, not to exceed eighteen (18) months from the date of this Restriction. No new building, facility, structure or other improvement, or change of use, shall be commenced or established prior to obtaining the prior written approval of Declarant and in accordance with the terms of this Restriction.

2. Change of Use to Facility. The property owner may submit a written request to the Declarant to change the Use to another permitted use ("**Change Request**"). Any Change Request shall contain a detailed description of the desired permitted use together with any additional documentation or information that Declarant deems necessary or appropriate. Declarant will use reasonable efforts to issue an approval (subject to any terms and/or conditions that are acceptable to Declarant in its sole discretion), denial or comments within twenty-one (21) days after its receipt of any Change Request. In the event Declarant approves any Change Request, Declarant and the property owner shall promptly execute and record (at the property owner's expense) an amendment to this Restriction which reflects the permitted change of use (subject to any terms and/or conditions that are acceptable to Declarant in its sole discretion) and which is otherwise mutually acceptable to Declarant and the property owner. Any permitted change of use of the Property shall at all times comply with the terms and conditions of this Restriction (as it may be amended), other restrictive covenants or conditions (if any), and applicable laws, statutes, codes, ordinances and planned unit development plans, including without limitation the terms and conditions of any permits or approvals related to the Renovation.

3. Option to Repurchase. The parties acknowledge and agree that Declarant is transferring the Property for the purpose of the Renovation and establishment of the Use. As such, to the extent that the Renovation is not complete and the Property has not reopened to the public for business within the twelve (12) month period (as it may be extended) provided in Section 1 above, then Declarant shall have an option to re-purchase the Property from the Purchaser or any subsequent property owner for the Purchase Price that Declarant received when it transferred the Property to Purchaser. The terms of such purchase shall be otherwise based on the terms of the Agreement with the exception that Declarant shall be "Purchaser" and Purchaser or any subsequent property owner shall be "Seller" for purposes of such option and Purchaser or any subsequent property owner shall be responsible for removal and release of any liens, mortgages, judgments or financial encumbrances against the Property. Declarant shall exercise the option by providing written notice to Purchaser or any subsequent property owner at any time after the expiration of the twelve (12) month period (as it may be extended) set forth above.

4. Additional Restrictions. In addition to the Use and other covenants and restrictions set forth in Sections 1 and 2 of this Restriction, the Property shall also be subject to the following restrictions on use:

- (i) The Property shall be restricted solely to uses that are not exempt, including any so-called "partial exemption" and whether such uses are exempt (or partially exempt) under applicable laws, regulations, rules, and/or programs currently existing or hereafter enacted, from the payment of ad valorem taxes, assessments and other governmental costs and charges (the "**Property Taxes**") generally applicable to real property where the Property is located. For example, since the following types of uses are generally exempt from Property Taxes, the Property shall not be used for, and shall be restricted against use as (but not limited to): hospitals, clinics or medical centers; churches, religious organizations or places of worship; governmental buildings, government agencies, governmental authorities and/or government related uses; schools, colleges, and/or educational related uses; philanthropic organizations, charities and/or non-profit corporations; unless such uses or users enter into (A) an agreement to pay subject to Property Taxes or (B), if applicable to such uses or users, a Payment in Lieu of Taxes (PILOT) agreement, in either case that is approved by Declarant.
- (ii) The Property is restricted against use any and all marijuana and/or cannabis uses or related uses, including without limitation, dispensaries, grow facilities and/or provisioning centers.

5. Remedies.¹ Declarant shall have the right to specifically enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Restriction. Declarant shall also have the right recover all of its damages that arise from any breach of this Restriction (including any and all terms and conditions contained herein), including, without limitation, all fees (including actual attorneys' fees and any other professional fees), costs (including court costs) and expenses of enforcement.

6. Term. The term of this Restriction shall run with the land. Notwithstanding the foregoing, the term of the option to repurchase set forth in Section 3 shall expire, and all rights and obligations thereunder shall be deemed forever released and discharged, upon the completion of the Renovation in accordance with the terms of this Restriction (including without limitation in compliance with the plans and specifications that are approved by Declarant as contemplated herein) and the establishment of the Use within the twelve (12) month period (as it may be extended) provided in Section 1 above.

Signature line on following page

¹ NOTE TO DRAFT: Full scope of available remedies to be discussed with the City of Parchment.

In Witness Whereof, the Declarant has executed and imposed this Restriction on the date set forth above.

CITY OF PARCHMENT
a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, Michigan, on _____, by _____, as _____ of the City of Parchment, a Michigan municipal corporation, on behalf of the corporation.

State of Michigan
County of _____
My Commission Expires _____
Acting in the County of _____

Prepared by and Return to after recording:

Honigman, LLP
Attn.. J. Patrick Lennon, Esq.
650 Trade Centre Way
Suite 200
Kalamazoo, Michigan 49002

EXHIBIT "A" TO RESTRICTIONS

PROPERTY

Parcel #: 3906-03-280-022

Combined Split #4 from Parcel 3906-03-226-040, Split #5 from Parcel 3906-03-226-040, Parcel 3906-03-280-021 and Parcel 3906-03-280-011;

Beginning at the Northwest corner of Lot 1, Block 19, Amended Plat of Blocks 1, 6, 13 and 16, Lots 1, 2, 8, 9, 10 of Block 2, Lot 7 of Block 3, Lots 1, 2, 4, 5, 6 of Block 4, Lots 1-19 of Block 5, Lots 1-12 of Block 8, Vacated Parts of Everett Lane, Maiden Lane, Gallup Avenue, Sanford Street and Robert Lane of the Revised Plat of Glendale, as recorded in Liber 42 of Plats on Page 49, Kalamazoo County Records; thence North $89^{\circ}-24'-57''$ East along the North line of said Lot 1, Block 19, 535.44 feet to the Northeast corner of Lot 3, Block 18, of said Plat; thence continuing North $89^{\circ}-24'-57''$ East, 47.02 feet; thence Southwesterly 178.16 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South $09^{\circ}-57'-52''$ West, 178.10 feet; thence South $89^{\circ}-57'-21''$ West, 46.38 feet to the East line of said Lot 3, Block 18; thence continuing South $89^{\circ}-57'-21''$ West, 464.76 feet to the West line of said Lot 1, Block 19; thence continuing South $89^{\circ}-57'-21''$ West, 21.52 feet; thence North $12^{\circ}-45'-56''$ West, 186.60 feet to the extension of the North line of said Lot 1, Block 19; thence South $89^{\circ}-24'-57''$ East thereon, 21.22 feet to the Northwest corner of said Lot 1, Block 19 and the place of beginning. Containing 2.3 Acres, more or less.

EXHIBIT "B" TO RESTRICTIONS

SITE PLAN AND OTHER PLANS AND SPECIFICATIONS

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into and made effective as of this ____ day of _____, 2023 (the "**Effective Date**"), by and between the CITY OF PARCHEMENT, a Michigan municipal corporation ("**Seller**"), and MAVCON PROPERTIES, LLC, a Michigan limited liability company ("**Purchaser**").

Background

Purchaser desires to acquire from Seller, and Seller desires to convey to Purchaser, an approximately 2.3 acre parcel located in the City of Parchment, County of Kalamazoo, State of Michigan and legally described in attached Exhibit "A" (the "**Property**"). The parties desire to consummate such transactions in accordance with the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Property. Purchaser shall purchase and Seller shall convey the Property in accordance with the terms and conditions set forth herein. The Property shall include all improvements and fixtures located upon the land, all easements that affect the land, and all rights to divisions under the Michigan Land Division Act (if any).

2. Purchase Price. The purchase price for the Property shall be Five Thousand and No/100 Dollars (\$5,000.00) (the "**Purchase Price**"). Purchaser and Seller acknowledge and agree that the amount of the Purchase Price is partial consideration for Purchaser's agreement to be bound by the Declaration and the Restrictions therein (each as defined below) following the Closing. The Purchase Price, less the Deposit defined below, and adjusted by other charges and credits as set forth herein, shall be delivered at Closing in immediately available funds subject to the terms and conditions of this Agreement.

3. Deposit. Purchaser shall deliver to Chicago Title Insurance Company, 941 W. Milham Ave., Portage, MI 49024 ("**Title Company**") the sum of Five Thousand and No/100 Dollars (\$5,000.00) by wire transfer or certified, cashier's or corporate check (the "**Deposit**") within three (3) business days of the execution of this Agreement by both parties. The Deposit shall be credited against the Purchase Price at Closing.

4. Investigation Period. The "**Investigation Period**" shall commence on the Effective Date and shall expire sixty (60) days after the Effective Date at 5:00 p.m. eastern time. During the Investigation Period, Purchaser and/or its agents and representatives shall have the right to enter the Property and have the Property and improvements located thereon inspected, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, condition of improvements including structure, plumbing and mechanical systems and the presence of wood destroying insects; survey and boundaries of the Property including any easements serving the Property; the service agreements related to the Property; market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; signage; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser.

Notwithstanding the foregoing, to the extent Purchaser desires to undertake environmental, wetland or soils investigations of the Property during the Investigation Period (collectively, the

"Environmental Assessments"), the parties agree that the Environmental Assessments shall be undertaken and performed by an environmental consultant that is approved by Seller in writing. The parties further agree that the Environmental Assessments shall not include any soil borings, groundwater testing, monitoring wells or invasive sampling or testing techniques without the prior written consent of Seller. Purchaser will not initiate contact with local, state or federal environmental agencies, except through Seller. If, for any reason, this Agreement terminates or if the Property is not transferred to Purchaser for any reason, the results, conclusions, reports and information regarding the environmental condition of the Property shall be held strictly confidential by Purchaser and Purchaser's consultants and may only be disclosed to any third party after obtaining the prior written consent of Seller. Purchaser shall indemnify and hold Seller harmless from any and all claims, actions, losses, liabilities that arise from the unauthorized disclosure of any such information. The parties agree this obligation and indemnity shall survive termination of the Agreement.

Purchaser agrees to pay all costs and expenses associated with the Purchaser's inspections conducted pursuant to this Section 4, and Purchaser further agrees to repair and restore any damage to the Property and/or to any portions thereof resulting from or arising out of the Purchaser's investigations if the transaction contemplated by this Agreement does not close. Purchaser and Seller agree to work together in good faith to determine the timing of Purchaser's inspections to minimize interference with the operation of Seller's business at the Property.

In the event that, after conducting its investigations, Purchaser desires not to proceed with the Purchase of the Property, Purchaser shall have the right to terminate this Agreement by delivery of written notice of termination to Seller and the Title Company prior to the expiration of the Investigation Period ("**Termination Notice**"). In the event Purchaser terminates this Agreement pursuant to its rights under this Section, and the Termination Notice is delivered before the expiration of the Investigation Period, then, upon Purchaser's return or destruction of the Property Information (as defined below) as directed by Seller, the full amount of the Deposit shall be promptly refunded to Purchaser. Upon such termination, all rights and obligations of the parties hereunder shall immediately and forever terminate with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement.

5. Title and Survey Matters.

A. Within three (3) business days after the Effective Date, Purchaser may order a commitment (the "**Title Commitment**") for the Property from the Title Company to issue to Purchaser, at the Closing, an ALTA owner's title insurance policy in the amount of the Purchase Price (the "**Title Insurance Policy**"), and with such endorsements as Purchaser may require, to the extent reasonably available (any such endorsements shall be at Purchaser's sole cost and expense), free and clear of any liens and encumbrances except for (i) taxes and/or assessments, not yet due and payable, (ii) rights of the public to any portion of the Property lying within the bounds of any street, road, alley or highway, (iii) matters that would be revealed or disclosed by an accurate ALTA/NSPS survey of the Property, (iv) all building and zoning laws and ordinances and municipal codes and regulations, and any state, county or federal regulations affecting the Property, and (v) matters set forth in the Title Commitment not objected to by Purchaser, as permitted hereunder, or objected to by Purchaser but waived by Purchaser or the Title Company or insured over by the Title Company (collectively, the "**Permitted Exceptions**").

B. Within three (3) business days after the Effective Date, Purchaser may order a survey of the Property in such form as Purchaser may desire (the "**Survey**") at Purchaser's sole cost and expense which Purchaser shall cause to also be certified to Seller and to the Title Company.

C. If written objection to title and/or Survey matters is made by Purchaser, no later than fourteen (14) days prior to the expiration date of the Investigation Period, that the title and/or Survey is

not acceptable to Purchaser, Seller shall have ten (10) days from the date that it received written notice of each of the particular defects (with reasonable specificity), in order, in Seller's sole and absolute discretion, to notify Purchaser of its proposed cure for each defect or to provide Purchaser with a revised Title Commitment evidencing that such defects have been remedied and/or that at Closing the Title Company shall insure over the same, it being expressly understood that Seller shall have no obligation to remedy any such defect or have the Title Company insure over any such defect. If Seller is unable or unwilling to obtain such revised Title Commitment or does not elect to cure such defects within such ten (10) day period, Purchaser shall have the option (i) to proceed with the purchase of the Property without any reduction in the Purchase Price, in which event such defects or objections will be deemed Permitted Exceptions or (ii) to terminate this Agreement by delivery of written notice of termination to Seller and the Title Company prior to the expiration of the Investigation Period and, upon Purchaser's return or destruction of the Property Information as directed by Seller, Purchaser shall promptly receive a refund of the Deposit and thereafter Purchaser and Seller shall be relieved of any and all obligations and liability under this Agreement (except for any surviving obligations under this Agreement). Failure of Purchaser to timely deliver such written notice of termination to Seller shall be deemed an election by Purchaser to choose the foregoing option (i).

6. Property Information. Within five (5) business days after the Effective Date, Seller agrees to deliver to Purchaser the documents and materials listed on Exhibit "B" attached hereto (collectively, the "**Property Information**"). Notwithstanding the foregoing, Purchaser acknowledges and agrees that it is relying exclusively on its own investigations and due diligence of the Property in relation to determining whether it will exercise its right to terminate this Agreement prior to the expiration of the Investigation Period. The parties further acknowledge and agree that Seller makes no representations or warranties regarding the accuracy or completeness of the Property Information and that Purchaser agrees it is not, and shall not, rely on the Property Information and that Purchaser is relying exclusively on its own investigations, due diligence and information.

7. Closing. The sale shall be closed at the offices of the Title Company, or in escrow by mail, on a mutually agreeable date on or before the date which is fifteen (15) days after the expiration of the Investigation Period, subject to a day-for-day extension to accommodate any permitted cure, response or similar period as expressly provided herein (the "**Closing Deadline**"). At Closing, Seller shall make the Seller Deliveries described herein and Purchaser shall make the Purchaser Deliveries described herein.

8. Seller's Closing Deliveries. At the Closing, Seller shall deliver to Title Company for delivery to Purchaser, the following items:

A. A Covenant Deed conveying to Purchaser title to the Property, subject to the Permitted Exceptions, executed and acknowledged by Seller in recordable form, along with a Real Estate Transfer Tax Valuation Affidavit.

B. An affidavit of ownership as is acceptable to Seller in its commercially reasonable discretion and as the Title Company may reasonably require to remove its standard printed exceptions from the Title Insurance Policy relating to, among other things, construction liens and rights of parties in possession, but not with respect to matters of survey.

C. A certificate in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued pursuant thereto, certifying as to the non-foreign status of a transferor.

D. Such other documents, including a signed closing statement, as are necessary and appropriate for the consummation of this transaction by Seller.

9. Purchaser's Closing Deliveries. At the Closing, Purchaser shall deliver to the Title Company for delivery to Seller, the following items:

A. The Purchase Price adjusted by the Deposit and other credits and debits as set forth on the closing statement to be prepared by Title Company.

B. A certificate certifying that all of Purchaser's representations and warranties contained in this Agreement are true and correct.

C. Such other documents, including a signed closing statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

10. Closing Costs and Prorations. Seller shall pay (i) all transfer and/or conveyance taxes assessed in connection with the Closing, (ii) the base premium for the Title Insurance Policy (excluding removal of standard exceptions and the cost of any endorsements), (iii) one-half of the Title Company's closing fee in connection with this transaction and (iv) all costs related to Seller's professionals and consultants. Purchaser shall pay (A) all recording costs for recordation of the Covenant Deed, (B) all costs and expenses associated with Purchaser's inspections conducted pursuant to this Agreement and Purchaser's professionals and consultants, (C) the cost of the Title Company's search and examination fees, the Title Commitment, and any endorsements issued with the Title Insurance Policy, (D) the costs related to Purchaser's lender, if any, including any lender's policy of title insurance, (E) the cost of the Survey, if any, and (F) one-half of the Title Company's closing fee connection with this transaction.

Seller shall be responsible for and will pay at or prior to Closing all ad valorem property taxes and installments of special assessments that first came due and payable in calendar years prior to Closing. Ad valorem property taxes and installments of special assessments that first come due and payable in the year of Closing shall be prorated as of the Closing Date on a calendar year basis.

Other regular and customary costs and expenses related to the Property shall also be prorated based on the date of Closing. To the extent appropriate for the adjustment of the foregoing amounts to achieve the requirements of this Section, the terms of this Section shall survive Closing.

11. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser, that as of the date hereof, and on the date of Closing:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof. Seller has the right, power and authority to enter into all of the agreements, assignments and other documents contemplated by this Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. There are no leases, occupancy agreements, rights of first refusal, rights of first offer, or options in effect with respect to the Property to which Seller is a party.

C. The execution and delivery of, and the performance of all obligations under this Agreement by Seller do not and will not require any consent or approval of any person or entity, and do not and will not result in a breach of any agreement or instrument to which Seller is a party.

12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

13. Indemnification.

A. Seller agrees to indemnify and hold Purchaser harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters arising from or related to the inaccuracy or breach of any of Seller's representations and warranties up to an not to exceed \$20,000.

B. Purchaser agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties up to and not to exceed \$20,000.

C. In the event either party hereto receives notice of a claim or demand for which the other party may be entitled to indemnification pursuant to this Section, such party shall promptly give notice thereof to the other party. The indemnifying party shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend same with counsel of its own choosing and approved by the other party (which approval shall not be unreasonably withheld or delayed). In the event the indemnifying party refuses to defend such claim or fails to properly and effectively defend such claim, then the other party may defend such claim with counsel of its own choosing at the expense of the indemnifying party. In such event, the indemnified party may settle such claim without the consent of the indemnifying party. It is expressly stipulated, covenanted, and agreed that the provisions of this Section shall survive the Closing for a period of 90 days.

14. Condemnation; Casualty. Purchaser shall have the right to terminate this Agreement if any part of the Property is destroyed without fault of Purchaser or any part of the Property is taken or is threatened to be taken by eminent domain. Purchaser shall give written notice of Purchaser's election to terminate this Agreement within ten (10) business days after Purchaser receives written notice from Seller of any such damage or threatened condemnation. In the event of such a termination by Purchaser, upon Purchaser's return or destruction of the Property Information as directed by Seller, the Title Company shall promptly refund to Purchaser the Deposit and the rights and obligations of the parties hereunder shall terminate, with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If Purchaser breaches this Agreement, then Seller may terminate this Agreement by written notice thereof to Purchaser and the Deposit shall promptly be paid to Seller as liquidated damages, as Seller's sole and exclusive remedy, and upon payment to Seller of the Deposit, this Agreement and all rights and obligations of the parties shall terminate, with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Seller as a result of Purchaser's failure to complete the purchase of the Property and that under the circumstances existing as of the date of this Agreement, the liquidated

damages provided for in this Section represents a reasonable estimate of the damages which Seller will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller.

B. Seller's Default; Purchaser's Remedies. If Seller materially breaches this Agreement, then Purchaser shall, as its sole remedy, have the right to either (i) terminate this Agreement by written notice thereof to Seller, in which event Purchaser shall, upon Purchaser's return or destruction of the Property Information as directed by Seller, receive a refund of the Deposit, and neither party shall have any further liability under this Agreement except for liability which expressly survives termination as provided herein, or (ii) seek specific performance of Seller's obligations hereunder. Purchaser hereby unconditionally and irrevocably waives, to the greatest extent permitted by law, any claim for monetary damages against Seller arising out of a default by Seller hereunder, which waiver will survive the termination of this Agreement. Notwithstanding anything to the contrary contained herein, in the event Purchaser has not commenced an action for specific performance pursuant to the foregoing subclause (ii) within thirty (30) days after the date of Seller's default, Purchaser shall be deemed to have waived its right to pursue and obtain specific performance pursuant to such foregoing subclause (ii).

C. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

16. Sale and Assignment of Agreement. Purchaser shall not assign this Agreement or its rights hereunder without the prior written consent of Seller, which consent may be withheld in its sole discretion. Notwithstanding the foregoing, Purchaser shall have the right to assign its rights in this Agreement, without Seller's consent, to an affiliate of Purchaser that is owned, in whole or in majority part, and controlled by Purchaser or Purchaser's principal owners. Notwithstanding any assignment, Purchaser shall not be released from any, and Purchaser shall cause all, of its obligations hereunder to be performed, including, without limitation, Purchaser's agreement to be bound by the Declaration and the Restrictions therein following the Closing. Purchaser shall provide Seller not less than three (3) business days' notice of any such assignment, such notice to include the name and signature block of the assignee and reasonable evidence of the relationship of Purchaser to such assignee.

17. AS-IS. Notwithstanding anything contained in this Agreement to the contrary, Purchaser hereby expressly acknowledges and agrees that Purchaser has or will have, prior to the end of the Investigation Period, thoroughly inspected and examined the Property to the extent deemed necessary by Purchaser in its sole discretion in order to enable Purchaser to evaluate the purchase of the Property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely upon its examination and evaluation of the Property and that Purchaser is purchasing the Property on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, without representations or warranties (other than the limited representations and warranties set forth in Section 11 above), express or implied, of any kind or nature including, but not limited to, the zoning of the Property, the tax consequences to Purchaser, the physical condition of the Property, environmental compliance, governmental approvals and compliance of the Property with applicable rules, regulations, ordinances and statutes. Purchaser hereby waives and relinquishes all rights and privileges arising out of, or with respect to or in relation to, any representations or warranties (other than the limited representations and warranties set forth in Section 11 above), whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by Seller. Without limiting the generality of the foregoing, Purchaser hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transactions contemplated hereby, as are any warranties arising from a course of dealing or usage or trade, and that, except as expressly provided in Section 11 above, Seller has not represented or warranted, and Seller does not hereby represent or warrant, that the Property now or in the future will meet or comply with the requirements of any health, environmental or safety code or

regulation of the United States of America, the State of Michigan or any other authority or jurisdiction. Without limiting the generality of the foregoing and subject to the limited representations and warranties set forth in Section 11 above, in the event Purchaser actually takes title to the Property or any portion thereof, Purchaser hereby assumes all risk and agrees that Seller shall not be liable to Purchaser (or Purchaser's successors and assigns) for, and Purchaser hereby expressly waives any claims it may have now or in the future against Seller on account of, any special, direct, indirect, consequential or any other damages resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair or operation of the Property.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state in which the Property is located.

C. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered between the parties via electronic mail.

D. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

E. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

F. For purposes of this Agreement, all notices shall be in writing and shall be addressed to the party or parties being notified at the address set forth below or at such other address as a party may from time to time designate in writing to the other party.

To Seller:

City of Parchment
Attn: Parchment City Manager
650 S Riverview Drive
Parchment, MI 49004
Email: manager@parchment.org

To Purchaser:

Attn: James Dally
1919 Kilgore Service Road, #101
Kalamazoo, MI 49001
Email: jdally@mavconusa.com

All notices to any party required or permitted hereunder may be given by reputable overnight delivery, all charges prepaid, certified mail, return receipt requested, postage prepaid, or by email, at the address set forth above, and will be deemed effective three (3) days after mailing, one (1) business day after the date sent by reputable overnight delivery, provided, that it is sent for and guarantees next business day

delivery, and/or on the day sent by email, provided, that the sending party does not receive an error or other message indicating the email was undeliverable. Notices may be sent by counsel to Purchaser or Seller on behalf of Purchaser or Seller, as applicable.

G. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

H. If any date of performance hereunder falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or legal holiday.

I. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.

J. Purchaser and Seller represent and warrant to the other that there has been no direct or indirect dealings with any real estate brokers, salesmen or agents in connection with this Property, or the transactions contemplated herein. Each party to this Agreement shall indemnify, defend, and hold harmless the other party from and against any and all real estate brokerage commissions, finder's fees, or other like charges due or claimed to be due to any broker who dealt with the party from whom indemnification is sought with respect to the transaction contemplated hereunder. This subsection shall survive the Closing.

K. If either party wishes to include the transaction contemplated by this Agreement in a Section 1031 like kind exchange transaction, that party shall give the other party written notice of that intention. The other party shall cooperate with the party that wishes to undertake a Section 1031 transaction, at no cost to the other party. The other party will not be required to take title to any other property that is included in the Section 1031 transaction or to delay the closing of the transaction contemplated by this Agreement in order to accommodate the Section 1031 transaction.

36. Restrictive Covenant. Purchaser acknowledges and agrees that Seller will, prior to Closing, prepare, file and record a Declaration of Covenants and Restrictions and Option to Repurchase substantially in the form attached as Exhibit "C" hereto and made a part hereof (the "**Declaration**"). The Declaration will impose certain restrictive covenants upon the Property requiring, among other things, Purchaser, its transferees, successors, assigns, licensees and/or lessees and any future owners and/or users of the Property to restrict the use, operation, transfer, lease or license of the Property to the following uses and any other uses that may be expressly permitted by the Declaration:

Professional office space and light manufacturing

(collectively, the "**Restrictions**"). Purchaser acknowledges and agrees that the Restrictions shall run with the land and may be enforceable by Seller, its successors or assigns in accordance with the terms of the Declaration.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

SELLER:

CITY OF PARCHMENT,
a Michigan municipal corporation

By: _____
Name: _____
Its: _____

PURCHASER:

MAVCON PROPERTIES, LLC,
a Michigan limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT "A"

THE PROPERTY

Parcel #: 3906-03-280-022

Combined Split #4 from Parcel 3906-03-226-040, Split #5 from Parcel 3906-03-226-040, Parcel 3906-03-280-021 and Parcel 3906-03-280-011;

Beginning at the Northwest corner of Lot 1, Block 19, Amended Plat of Blocks 1, 6, 13 and 16, Lots 1, 2, 8, 9, 10 of Block 2, Lot 7 of Block 3, Lots 1, 2, 4, 5, 6 of Block 4, Lots 1-19 of Block 5, Lots 1-12 of Block 8, Vacated Parts of Everett Lane, Maiden Lane, Gallup Avenue, Sanford Street and Robert Lane of the Revised Plat of Glendale, as recorded in Liber 42 of Plats on Page 49, Kalamazoo County Records; thence North 89°-24'-57" East along the North line of said Lot 1, Block 19, 535.44 feet to the Northeast corner of Lot 3, Block 18, of said Plat; thence continuing North 89°-24'-57" East, 47.02 feet; thence Southwesterly 178.16 feet along a curve to the left with a radius of 1922.41 feet and a chord bearing South 09°-57'-52" West, 178.10 feet; thence South 89°-57'-21" West, 46.38 feet to the East line of said Lot 3, Block 18; thence continuing South 89°-57'-21" West, 464.76 feet to the West line of said Lot 1, Block 19; thence continuing South 89°-57'-21" West, 21.52 feet; thence North 12°-45'-56" West, 186.60 feet to the extension of the North line of said Lot 1, Block 19; thence South 89°-24'-57" East thereon, 21.22 feet to the Northwest corner of said Lot 1, Block 19 and the place of beginning. Containing 2.3 Acres, more or less.

EXHIBIT "B"

PROPERTY INFORMATION

- That certain Baseline Environmental Assessment, prepared by Envirologic Environmental Consulting (since acquired by Fishbeck), dated December 16, 2019.

EXHIBIT "C"

DECLARATION

DRAFT – SUBJECT TO REVIEW AND DISCUSSION

**DECLARATION OF COVENANTS AND RESTRICTIONS
AND OPTION TO REPURCHASE**

THIS DECLARATION (this "**Restriction**") is made as of _____, 2024, by CITY OF PARCHMENT, a Michigan municipal corporation, whose address is 650 Riverview Drive, Parchment, Michigan 49004 ("**Declarant**").

Background

A. Declarant is the owner in fee simple of the lands commonly known as _____, Parchment, Michigan and more particularly described on the attached Exhibit "A" (defined below as the "**Property**").

B. Declarant has agreed to sell the Property to Mavcon Properties, LLC, a Michigan limited liability company ("**Purchaser**"), pursuant to that certain Purchase and Sale Agreement dated as of _____ (the "**Agreement**") between Declarant and Purchaser, which Agreement also provides that the amount of the Purchase Price (as defined in the Agreement) is partial consideration for Purchaser's agreement to be bound by this Restriction.

C. From and after the date of this Restriction, the Property is to be renovated and used as a facility for professional office space and light manufacturing (the "**Use**") in the manner, and subject to the covenants, terms and conditions set forth herein.

Restriction

NOW, THEREFORE, Declarant hereby publishes, declares and makes known to all intending purchasers and future owners of the Property, that the same shall be subject to the following conditions, restrictions, covenants and agreements, which shall be incorporated by reference in all deeds of conveyance and contracts and shall run with the land and bind all grantees in the Property, including their respective heirs, personal representatives, successors and assigns:

1. Renovation of Property. The Property shall be renovated to accommodate the Use and approximately in accordance with the site plan and other plans and specifications attached hereto as Exhibit "B" (the "**Renovation**"). As such, the Property (and facility to be renovated

thereon) may only be used for the Use and storage, distribution and office purposes that are related to the Use. The Renovation shall be completed (as evidenced by a permanent certificate of occupancy), and the Property shall reopen to the public for business, no later than twelve (12) months from the date of this Restriction. Notwithstanding the foregoing, if, despite using commercially reasonable efforts, the property owner is unable to complete the Renovation and reopen to the public for business within such twelve (12) month period as a direct result of any delays not caused by the actions or omissions of the property owner or that were not within the reasonable control of the property owner (for example, any delays in obtaining third party approvals that were timely sought by the property owner), then such twelve (12) month period will be extended on a day for day basis until the property owner completes the Renovation and reopens to the public for business, not to exceed eighteen (18) months from the date of this Restriction. No new building, facility, structure or other improvement, or change of use, shall be commenced or established prior to obtaining the prior written approval of Declarant and in accordance with the terms of this Restriction.

2. Change of Use to Facility. The property owner may submit a written request to the Declarant to change the Use to another permitted use ("**Change Request**"). Any Change Request shall contain a detailed description of the desired permitted use together with any additional documentation or information that Declarant deems necessary or appropriate. Declarant will use reasonable efforts to issue an approval (subject to any terms and/or conditions that are acceptable to Declarant in its sole discretion), denial or comments within twenty-one (21) days after its receipt of any Change Request. In the event Declarant approves any Change Request, Declarant and the property owner shall promptly execute and record (at the property owner's expense) an amendment to this Restriction which reflects the permitted change of use (subject to any terms and/or conditions that are acceptable to Declarant in its sole discretion) and which is otherwise mutually acceptable to Declarant and the property owner. Any permitted change of use of the Property shall at all times comply with the terms and conditions of this Restriction (as it may be amended), other restrictive covenants or conditions (if any), and applicable laws, statutes, codes, ordinances and planned unit development plans, including without limitation the terms and conditions of any permits or approvals related to the Renovation.

3. Option to Repurchase. The parties acknowledge and agree that Declarant is transferring the Property for the purpose of the Renovation and establishment of the Use. As such, to the extent that the Renovation is not complete and the Property has not reopened to the public for business within the twelve (12) month period (as it may be extended) provided in Section 1 above, then Declarant shall have an option to re-purchase the Property from the Purchaser or any subsequent property owner for the Purchase Price that Declarant received when it transferred the Property to Purchaser. The terms of such purchase shall be otherwise based on the terms of the Agreement with the exception that Declarant shall be "Purchaser" and Purchaser or any subsequent property owner shall be "Seller" for purposes of such option and Purchaser or any subsequent property owner shall be responsible for removal and release of any liens, mortgages, judgments or financial encumbrances against the Property. Declarant shall exercise the option by providing written notice to Purchaser or any subsequent property owner at any time after the expiration of the twelve (12) month period (as it may be extended) set forth above.

4. Additional Restrictions. In addition to the Use and other covenants and restrictions set forth in Sections 1 and 2 of this Restriction, the Property shall also be subject to the following restrictions on use:

- (i) The Property shall be restricted solely to uses that are not exempt, including any so-called "partial exemption" and whether such uses are exempt (or partially exempt) under applicable laws, regulations, rules, and/or programs currently existing or hereafter enacted, from the payment of ad valorem taxes, assessments and other governmental costs and charges (the "**Property Taxes**") generally applicable to real property where the Property is located. For example, since the following types of uses are generally exempt from Property Taxes, the Property shall not be used for, and shall be restricted against use as (but not limited to): hospitals, clinics or medical centers; churches, religious organizations or places of worship; governmental buildings, government agencies, governmental authorities and/or government related uses; schools, colleges, and/or educational related uses; philanthropic organizations, charities and/or non-profit corporations; unless such uses or users enter into (A) an agreement to pay subject to Property Taxes or (B), if applicable to such uses or users, a Payment in Lieu of Taxes (PILOT) agreement, in either case that is approved by Declarant.
- (ii) The Property is restricted against use any and all marijuana and/or cannabis uses or related uses, including without limitation, dispensaries, grow facilities and/or provisioning centers.

5. Remedies.¹ Declarant shall have the right to specifically enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Restriction. Declarant shall also have the right recover all of its damages that arise from any breach of this Restriction (including any and all terms and conditions contained herein), including, without limitation, all fees (including actual attorneys' fees and any other professional fees), costs (including court costs) and expenses of enforcement.

6. Term. The term of this Restriction shall run with the land. Notwithstanding the foregoing, the term of the option to repurchase set forth in Section 3 shall expire, and all rights and obligations thereunder shall be deemed forever released and discharged, upon the completion of the Renovation in accordance with the terms of this Restriction (including without limitation in compliance with the plans and specifications that are approved by Declarant as contemplated herein) and the establishment of the Use within the twelve (12) month period (as it may be extended) provided in Section 1 above.

Signature line on following page

¹ NOTE TO DRAFT: Full scope of available remedies to be discussed with the City of Parchment.

In Witness Whereof, the Declarant has executed and imposed this Restriction on the date set forth above.

CITY OF PARCHMENT
a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, Michigan, on _____, by _____, as _____ of the City of Parchment, a Michigan municipal corporation, on behalf of the corporation.

State of Michigan
County of _____
My Commission Expires _____
Acting in the County of _____

Prepared by and Return to after recording:

Honigman, LLP
Attn.. J. Patrick Lennon, Esq.
650 Trade Centre Way
Suite 200
Kalamazoo, Michigan 49002

EXHIBIT "A" TO RESTRICTIONS

PROPERTY

Parcel #: 3906-03-280-022

Combined Split #4 from Parcel 3906-03-226-040, Split #5 from Parcel 3906-03-226-040, Parcel 3906-03-280-021 and Parcel 3906-03-280-011:

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EXHIBIT "B" TO RESTRICTIONS
SITE PLAN AND OTHER PLANS AND SPECIFICATIONS

MEMORANDUM

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

From: Nancy R Stoddard, Parchment City Manager

Date: December 18, 2023

Re: Appoint Fire Code Enforcement Officer

Background: Todd Kowalski, Kalamazoo Township Fire Marshall has received numerous calls regarding the placement of stock in the aisles of a local store. This behavior has caused a blockage to the fire exits according to the Uniform Fire Code. Multiple infractions have taken place and need to be addressed with citations by an official. In order for the citations to be given expeditiously, the City will need to appoint a Fire Code Enforcement Officer so that they are able to issue a citation promptly.

Discussion: Without this appointment, the Fire Marshall has to ask the City for their approval each time a citation is needed. Because the City of Parchment has adopted the Uniform Fire Code, the Fire Code Enforcement Officer will be able to issue the citation immediately and report it to the City of Parchment.

Recommendation:

Motion to appoint Todd Kowalski as the Fire Code Enforcement Officer for the City of Parchment.



The Metropolitan Planning Organization for the Greater Kalamazoo Area

5220 Lovers Lane, Suite 110

Portage, MI 49002

☎ 269-343-0766

✉ info@KATSmpo.org

December 4, 2023

Ms. Nancy Stoddard, City Manager
City of Parchment
650 S. Riverview Drive
Parchment, MI 49004

RE: Contributed Services Agreement for Kalamazoo Area Transportation Study (KATS) Match

Dear Ms. Stoddard,

Enclosed you will find the approved schedule of contributed services to cover the local match needed for the Kalamazoo Area Transportation Study (KATS) operations. Thank you for agreeing to help KATS meet the local match it needs for Federal planning funds in FY 2025 (beginning October 1, 2024). This local match will come from the value of contributed services that your staff or consultants will be normally doing in FY 2025.

This is not a request for cash. Please **do not** send us a check.

As an Act 51 agency, you are eligible to receive Federal funds directly through KATS. Benefits of participation with KATS also include:

- Federal funding for road, transit, bridge, non-motorized, and other projects in your jurisdiction.
- KATS is a forum where townships, cities, villages, the Road Commissions, public transit agencies, the counties of Kalamazoo and Van Buren, and the Michigan Department of Transportation meet to cooperatively plan and program transportation projects in Kalamazoo County and a portion of eastern Van Buren County.
- Land use and master planning at the local level is tied to transportation planning and KATS staff is available to work with your planning commissions on questions or issues.

Enclosed is an agreement that I ask you to complete and return to us by mail or email to erumick@katsmpo.org by **February 2, 2024**. Again, by agreeing to provide contributed services to KATS, we can use the value of the costs you accrue in completing planning or mapping work that supports the KATS work program. KATS staff will work with you in the coming months to show how you can report this time.

Thank you for your help. Please feel free to call me if you have any questions on this request.

Sincerely,

Steven L. Stepek, AICP
Executive Director

Enclosure



The Metropolitan Planning Organization for the Greater Kalamazoo Area

5220 Lovers Lane, Suite 110

Portage, MI 49002

269-343-0766

info@KATSmpo.org

Third Party In-Kind Contributions Notification and Assurances

FY 2025 Unified Planning Work Program

Kalamazoo Urbanized Area

For Federal Highway Administration Consolidated Planning Dollar Funds (FHWA PL 112)

1. **Notification** - In executing the subject FY 2025 Unified Planning Work Program (UPWP), the Kalamazoo Area Transportation Study (KATS), the Metropolitan Planning Organization (MPO) for the Kalamazoo urbanized area, proposes to use third party in-kind contributions provided by:

- | | |
|---------------------------------------|--------------------------|
| ▪ Road Commission of Kalamazoo County | ▪ Village of Paw Paw |
| ▪ Van Buren County Road Commission | ▪ Village of Richland |
| ▪ City of Kalamazoo | ▪ Village of Schoolcraft |
| ▪ City of Portage | ▪ Village of Vicksburg |
| ▪ Kalamazoo County | ▪ Almena Township |
| ▪ Western Michigan University | ▪ Antwerp Township |
| ▪ Comstock Township | ▪ Brady Township |
| ▪ Kalamazoo Township | ▪ Charleston Township |
| ▪ Oshtemo Township | ▪ Cooper Township |
| ▪ Texas Township | ▪ Pavilion Township |
| ▪ City of Galesburg | ▪ Paw Paw Township |
| ▪ City of Parchment | ▪ Prairie Ronde Township |
| ▪ Village of Augusta | ▪ Richland Township |
| ▪ Village of Climax | ▪ Ross Township |
| ▪ Village of Lawton | ▪ Schoolcraft Township |
| ▪ Village of Mattawan | ▪ Wakeshma Township |

to cover all or a portion of the non-federal match on a total UPWP basis.

2. **Identification and Inclusion** - The third party in-kind contributions are identified in the UPWP tasks descriptions and budget tables. The value of these in-kind contributions is included in the total UPWP budget.
3. **Third Party Consent** - The above stated agencies have agreed that the value of the eligible work performed by their staff or consultants may be used as an in-kind contribution.
4. **Not Paid by Other Federal Funds** - The cost of the third-party work will be paid for with funds available to the third party. The cost for such work will not be paid for by Federal funds or used as a match for other federally funded grants or subgrants.
5. **Eligible and Allowable** - The third party in-kind contributions are for:

- | | |
|---------------------------------------|---|
| • Safety Analysis | • Congestion Mitigation and Air Quality |
| • Short and Long Range Planning | • Transportation Management Systems |
| • Public Participation | • Environmental Mitigation and Consultation |
| • Transportation System Monitoring | • Updating GIS Maps and Pictometry Aerials |
| • Planning Program Development | • Non-Motorized Planning |
| • Development of Transportation Model | • Long Range Transportation Development |
| • Use of social and economic data | |

The eligible amounts paid to gather traffic data under the Traffic Data Collections contract will be included toward agency contributions.

Third Party In-Kind Contributions Notifications and Assurances
FY 2025 Unified Planning Work Program
Page 3

Agencies are encouraged to continue to report activities to the Kalamazoo Area Transportation Study once their contribution has been reached. If this total exceeds the amount needed to provide the non-Federal match for available FHWA Consolidated Planning Dollar funds, only that portion needed to cover the match will be used. If the third party in-kind contributions are not sufficient to cover the match requirement, the additional match will be paid from non-Federal cash resources.

The Kalamazoo Area Transportation Study will not invoice any contributing member that fails to meet their target listed here provided that the local match needed for the KATS program has been satisfied by all contributed services. In case the required KATS match is not reached, KATS will invoice those agencies/municipalities that did not reach their target for the match shortfall. If more than one agency/municipality is short and cash is required to satisfy the KATS local match, the amount needed will be divided between those entities in proportion to their contributed service targets. The amount invoiced will not exceed the difference between the contributed service target and the services actually contributed by an agency/municipality.

This assurance is provided in support of the Kalamazoo Area Transportation Study's request for prior approval to use in-kind contributions as match to FHWA Consolidated Planning Dollar funds and to convey recognition of the continuing responsibility for record keeping and billing procedures per 49 CFR Part 18. We agree to the estimated third party in-kind contributions for our agency as identified on Pages 2 and 3.

Printed Name:	Date:
Signature:	Agency/(Third Party):
Title:	Department

