

AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

January 15, 2024 7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice Mayor Thomas Jordan Commissioner Doug Fooy Commissioner Robin Madaras

Commissioner Michael Conner Commissioner Tammy Cooper Commissioner Justin Mendoza

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 January 2, 2024

- 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. 1507 action
- ii. Credit Card Statement December 2023 action
- iii. 2023 December Financial Report receive
- iv. Kindleberger Park Sunken Garden Reservation, Lee Wedding action
- v. KABA 2023 December Report receive
- vi. KAC Meeting Minutes of December 11, 2023 receive

8. Unfinished Business

9. New Business

- A. Parchment Vegetable Products Purchase Agreement action
- B. Presentation by Kevin Trayer, National Association of Postal Supervisors receive

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 TUESDAY, JANUARY 2, 2024.

1. Call to order

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

2. Roll Call.

Present:

Mayor Britigan, Commissioners Cooper, Conner, Fooy, Jordan, Madaras, and Mendoza. City Manager

Stoddard, City Treasurer/Clerk Stutz, Attorney Soltis.

Absent:

None

3. Approval of Minutes

Moved by Commissioner Conner supported by Commissioner Fooy to approve the amended minutes of the December 18, 2023 Regular meeting, **Motion Carried**.

4. Additions or changes to the agenda.

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

5. Citizen Comments – Items ON the Agenda

James Dally thanked the commission for the opportunity to revisit item 8A. He noted he is still excited about the property, that he wants to invest in the area, and that he hopes that not being from the area isn't a road block.

6. Consent Agenda

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

7. Unfinished Business

A. Consideration of Purchase Agreements for Mill Property – 06-03-280-022. Mayor Britigan welcomed both Mr. Coronado and Mr. Dally back to the dais. He asked the commissioners if they had any questions for them, each one taking turns answering. Topics covered included concerns about upkeep, timelines, enumerating renovations to be made, other projects completed around the area, possible hurdles they may face, etc. Lengthy discussion took place, where several commissioners expressed the difficulty of choosing between two good options. Moved by Commissioner Fooy, supported by Commissioner Conner to accept the purchase agreement from Fidel Coronado, and authorize the City Manager or Mayor to execute the documents related to the action. Roll call vote was as follows:

Ayes:

Conner, Cooper, Fooy, and Mendoza.

Nays:

Britigan, Jordan, Madaras.

Absent:

None.

Abstain:

None.

Motion Carried 4-3.

Commissioner Cooper said she hoped that Mr. Dally will still be interested in other property, that her vote wasn't a reflection on his business model, adding it was difficult to lose either buyer.

Commissioner Madaras concurred, adding that she wants the local option to be acknowledged, but also the bigger picture with great potential.

Commissioner Mendoza agreed with it being a tough choice, saying both had great experience, both had solid businesses. Vice Mayor Jordan liked the idea of a collaboration, and agreed it was a difficult decision.

Mayor Britigan commented that his vote does not reflect a lack of support for opportunity going forward.

8. New Business

A. Prein & Newhof Engineering Services Agreement - action. Mayor Britigan began by explaining that Prein & Newhof has been the city's civil engineering firm for some time. Attorney Soltis said he'd reviewed the contract and it hasn't changed in scope, the only difference is price. City Manager Stoddard specified that while rates have gone up, they seemed reasonable; Prein & Newhof has been working with the city on the USDA Sewer items, as well as the trestle project, and we should see a lot of activity in the next two years. Moved by Commissioner Mendoza, supported by Commissioner Madaras, to approve the contract as presented. Roll call vote was as follows:

Ayes:

Britigan, Conner, Cooper, Fooy, Jordan, Madaras, and Mendoza.

Nays:

None.

Absent:

None.

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Abstain:

None.

Motion Carried 7-0.

B. Resolution to approve MDOT (TEDF) Contract for Haymac Drive, Link Lane, and Island Drive – action. City Manager Stoddard explained that while the commission has already adopted a resolution for the TEDF, this one is for Michigan Department of Transportation and is necessary for getting the funding for Haymac, Link, and Island Drive. She noted that the funding is at 45% of the total project. Attorney Soltis pointed to paragraph 16 where it mentioned binding upon signing the resolution. Moved by Vice Mayor Jordan, supported by Commissioner Conner, to adopt the Resolution to Approve MDOT(TEDF) Contract for Haymac Drive, Link Lane, and Island Drive as presented and authorize the Mayor and City Clerk to sign all documents related to the action. Roll call vote was as follows:

Aves:

Britigan, Conner, Cooper, Fooy, Jordan, Madaras, and Mendoza.

Nays:

None.

Absent:

None.

Abstain:

None.

Motion Carried 7-0.

C. Proclamation for Retiring DPW Superintendent Phillip Wolthuis – action. Mayor Britigan read the following proclamation, adding that Phil "will be missed".

City of Parchment Proclamation

Whereas, on January 2, 2024, Mr. Phillip Wolthuis celebrated over 31 years of service to the City of Parchment and that achievement is significant; and,

Whereas, Phillip Wolthuis started as a Public Works Worker and by December 28, 2018 was promoted to Superintendent of Public Works; and,

Whereas, through his time as an employee of the Department of Public Works, Phil's dedicated service is evident daily, through his care of the City's infrastructure, facilities, equipment and assets which improve the look, functionality and safety for City residents and staff alike; our City is better off because of Phil's work; and,

Whereas, Phil has distinguished himself as a steady, hard-working, dependable worker, who comes into work with a smile, friendly demeanor and dedication to fulfilling his duties with pride and leadership while working as the Superintendent of Public Works for the City of Parchment; and,

Whereas, the constant, reliable support from employees like Phil is vital to the efficient operation of the Public Works Department's assigned tasks and services that ensure the City's upkeep, safety, and comfort; and,

Whereas, the City of Parchment greatly depends on the quality and effectiveness of Public Works staff like Phil who, dayin and day-out, often with little recognition, works to make this City, its staff and residents better off because of his daily focus on doing the best he can; and,

Now, Therefore, I Robert D Britigan III, by virtue of the authority vested in me as Mayor of the City of Parchment, do hereby recognize Phillip Wolthuis for over 31 years of work on January 2, 2024, and join with the City staff, residents, and the City Commission to extend our appreciation and gratitude to Phil for his hard work, kind spirit, and commitment to reliable maintenance over the past 31+ years.

9. Citizen Comments

None.

10. Mayor and Commissioner Comments

Commissioner Mendoza said Happy New Year, adding it's great to be back and that he's excited to see what comes this year.

Commissioner Cooper said the air quality of late has been very poor lately, and that she hopes the monitors will show that. She then noted that she's excited that the commission made a move on the mill property – that while nothing is

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guaranteed, she thinks Mr. Coronado will listen to any concerns the city has. She expressed her appreciation for the other commissioners making a difficult decision.

Commissioner Conner said that with Coronado, we have a taxpayer that wants to expand his business and add employees. Dally doesn't know how soon the manufacturing will be ready. He stated that a decision needed to be made tonight and that it needed to be sold to one buyer.

Commissioner Fooy expressed his wish for a great 2024 for the city.

Vice Mayor Jordan congratulated Phil on his retirement.

Mayor Britigan congratulated Mr. Coronado, saying he stands by the decision of the commission. He reminded everyone of CapCon registration, saying the early bird rate ends this month. He then reported that Governor Whitmer signed the budget that includes construction of the US 131 SB interchange for construction in 2025. Then the Mayor added that USDA loan bids will be opened at City Hall on January 18, 2024.

11. City Manager Comments/Reports

City Manager Stoddard wished everyone a Happy New Year, said she is looking forward to this exciting year, 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 8:28 p.m.

Shannon Stutz, City Clerk



City of Parchment Check Register Report Warrant 1507

37915	01/09/2024	COMPANION LIFE	LIFE & AD & D INS - JANUARY LIFC3712	66.50
37916	01/09/2024	CONSUMERS ENERGY	CITYWIDE MONTHLY ENERGY USE	6,045.91
37917	01/09/2024	VOID		0.00
37918	01/09/2024	VOID		0.00
37919	01/09/2024	CORELOGIC	2023 Win Tax Refund 06-02-260-510	391.92
37920	01/09/2024	J & H OIL COMPANY	FUEL CHARGES - 12/1/23 TO 12/15/23	351.25
37921	01/09/2024	KALAMAZOO TOWNSHIP	POLICE SERVICES CONTRACT - JANUARY	42,739.11
37922	01/09/2024	NANCY STODDARD	MILEAGE - OCT, NOV, DEC.	69.35
37923	01/09/2024	POINT AND PAY	MONTHLY SERVICE FEE - NOVEMBER	50.00
37924	01/09/2024	REPUBLIC SERVICES #249	DPW - JANUARY - 3-0249-1048811	10,342.54
37925	01/09/2024	SEVERANCE ELECTRIC CO INC	TRAFFIC SIGNAL MAINT - DECEMBER 2023	120.00
37926	01/09/2024	SHANNON STUTZ	MILEAGE REIMB - OCT, NOV DEC.	137.29
37927	01/09/2024	THRUN LAW FIRM P.C.	USDA LOAN THRU 12/14/2023	2,549.50

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

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PERIOD ENDING 12/31/2023

			YTD BALANCE	ACTIVITY FOR	AVAILABLE	
		2023-24	12/31/2023	MONTH 12/31/2023	BALANCE	% BDGT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL F	QND					

E % BDGT) USED	100.01 100.32 34.02 34.02 89.86 15.11 41.51 0.00 22.49 0.00 100.00 84.41 51.31 0.00 13.07 58.10 0.00 0.00 13.07 58.10 9.84 84.41 51.31 9.84 9.86 9.86 9.86 9.86 9.86 9.86 9.86 9.86	63.06	63.06	42.72 15.66 0.00 15.67 43.90 80.91 0.00 11.08 11.08	68.95	41.37 39.96 40.25 39.18 21.42 51.37 0.00
BALANCE NORMAL (ABNORMAL)	(74.00) 95,137.63 2,259.13 3,385.44 13,115.15 9,457.67 2,700.00 108,581.31 32,228.00 (10,007.35) 9,007.35) 1,000.00 121,713.00 1,000.00 122,000.00 120,000.00 120,000.00	659,546.64	659, 546.64	5,155.00 910.05 296.00 212.51 404.50 2,365.00 1,545.00 (775.74) 955.00 4,579.16 309.00	18,010.79	80,140.46 29,685.69 6,461.91 44,203.28 3,143.38 17,506.13 725.01 1,479.94 9,800.00
MONTH 12/31/2023 INCREASE (DECREASE)	0.00 0.00 0.00 0.00 0.00 80.00 0.00 0.0	56,188.11	56,188.11	600.00 37.20 0.00 8.69 12.08 0.00 125.00 75.00 0.00 0.00	857.97	9,520.54 1,539.44 674.42 4,746.12 0.00 3,079.01 0.00 157.73
12/31/2023 NORMAL (ABNORMAL)	800,874.00 2,207.00 49,062.37 1,740.87 30,014.56 2,334.85 6,713.33 6,713.33 10,007.35 48,960.00 12,8,287.00 1,045.77 2,788.79 0.00 1,045.77 2,788.79 0.00 1,045.77 2,788.79 2,788.79	1,126,082.36	1,126,082.36	3,845.00 168.95 0.00 39.49 316.50 10,000.00 775.74 75.00 570.84 0.00 570.84	40,003.21	56,549.54 19,754.31 4,353.09 28,476.72 856.62 18,493.87 0.00
2023-24 AMENDED BUDGET	800,800.00 2,200.00 144,200.00 4,000.00 33,400.00 15,450.00 16,171.00 2,700.00 140,080.00 32,228.00 000 1,000.00 1	1,785,629.00	1,785,629.00	9,000.00 1,079.00 296.00 252.00 721.00 12,360.00 1,545.00 1,030.00 2,060.00 5,150.00 5,150.00	58,014.00	136,690.00 49,440.00 10,815.00 72,680.00 4,000.00 36,000.00 725.00 2,498.00 9,800.00
DESCRIPTION	Tax Revenue Taxes - Industrial Facilities Local Community Stab Share Tax Benalty on Taxes 1% Collection Fees License and Fees License and Fees Cablevision Fees Recreation Fees Solid Waste Collections Other Federal Funding State Grants State Grant - Water Plant State Grant - Water Plant State Sales Tax Charges for Services Rendered Traffic Fines Interest on Investments Fransfers From Other Funds Reimbursement for Overhead Miscellaneous Other Financing Sources			Payroll - Part Time Social Security Worker's Compensation Medicare Operating Supplies Professional/Contractual Memberships & Dues Institutes & Training Community Promotion Wassailing Contribution Printing & Publishing Miscellaneous Transfer to other Fund	- Legislative	Administration .000 Payroll - Full Time .000 Payroll - Part Time .000 Payroll - Part Time .000 Hospital/Life Insurance .001 Insurance Deductible .000 Worker's Compensation .000 Medicare .000 ICMA Retirement Benefit
GL NUMBER	Fund 101 - GENERAL Revenues Dept 000 101-000-404.000 101-000-445.000 101-000-445.000 101-000-445.000 101-000-452.000 101-000-453.000 101-000-453.000 101-000-453.000 101-000-540.000 101-000-550.000 101-000-664.000 101-000-664.000 101-000-664.000 101-000-664.000 101-000-664.000 101-000-675.000 101-000-676.000 101-000-676.000 101-000-676.000 101-000-676.000 101-000-676.000 101-000-676.000 101-000-676.000 101-000-676.000 101-000-676.000	Total Dept 000	TOTAL REVENUES	Expenditures Dept 100 - Legislative 101-100-703.000 101-100-715.000 101-100-722.000 101-100-740.000 101-100-800.000 101-100-880.000 101-100-880.000 101-100-980.000 101-100-995.000 101-100-955.000	Total Dept 100 - L	Dept 200 - Adminis 101-200-702.000 101-200-703.000 101-200-715.000 101-200-716.001 101-200-718.000 101-200-720.000 101-200-720.000 101-200-720.000

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

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ACTIVITY FOR AVAILABLE	31/2023 BALANCE % BDGT	NORMAL (ABNORMAL)	
ACTIV.	MONTH 12/31/2023	INCREASE (DECREASE)	
YTD BALANCE	12/31/2023	NORMAL (ABNORMAL)	
	2023-24	AMENDED BUDGET	
		DESCRIPTION	AI ETIND
		GL NUMBER	101 Laria

% BDGT USED	31.08 27.99 27.99 58.89 64.44 59.01	000000	41.59 45.84 13.44	33.53	47.33 39.89 55.97 50.00	49.94	0.00 25.51 8.38 0.00 47.94 34.66 102.15 35.72 3.50	41.77	49.68 65.12 51.55 241.38 39.39
AVAILABLE BALANCE NORMAL (ABNORMAL)	5,608.24 (1,106.83) 1,557.53 9,684.49 6,470.25 439.50 3,082.28	2,060.00 (499.00) 2,285.10 3,039.00 (520.12) 12,000.00	237,960.73 8,925.00 8,737.75	17,662,75	4,424.00 371.49 45.35 220,107.00	224,947.84	5,200.00 767.20 943.68 105.00 38,262.10 2,825.78 (322.00) 1,799.92 9,940.00 15,450.00	74,971.68	47,855.53 2,058.15 20,252.71 (3,393.17) 22,971.35 3,350.00
ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	310.00 630.72 0.00 1,838.80 450.00 7.50 723.62	1,953.00 374.76 0.00 0.00	26,005.66 712.50 175.00	887.50	1,008.00 62.49 14.61 0.00	1,085.10	0.00 0.00 0.00 0.00 3,830.50 193.06 0.00	4,113.56	7,578.03 660.06 3,770.56 1,795.08 2,523.13
YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	2,528.76 3,166.83 605.47 13,873.51 3,314.75 4,436.72 624.50	0.00 7,812.00 2,246.90 0.00 520.12 0.00	169,428.27 7,555.00 1,356.25	8,911.25	3,976.00 246.51 57.65 220,107.00	224,387.16	0.00 262.80 86.32 0.00 35,237.90 1,499.22 15,322.00 1,000.08	53,768.32	47,244.47 3,841.85 21,547.29 5,793.17 14,928.65
2023-24 AMENDED BUDGET	8,137.00 2,060.00 2,163.00 23,558.00 9,785.00 1,236.00 7,519.00	2,060.00 7,313.00 4,532.00 3,039.00 12,000.00	407,389.00 16,480.00 10,094.00	26,574.00	8,400.00 618.00 103.00 440,214.00	449,335.00	5,200.00 1,030.00 1,030.00 105.00 73,500.00 4,325.00 15,000.00 2,800.00 15,450.00	128,740.00	95,100.00 5,900.00 41,800.00 2,400.00 37,900.00 3,350.00
DESCRIPTION	Postage Operating Supplies Repair & Maintenance Supplies Professional/Contractual Serv. Computer Services Memberships & Dues Communications Institutes & Training	Printing & Publishing Insurance & Bonds Utilities Repair & Maint.Contractors Miscellaneous Debt Retirement-Principal	Administration Services Attorney - General Attorney-Police Matters	Legal Services	Payroll - Part Time Social Security Medicare Professional/Contractual Serv.	Police	Operating Supplies Gasoline & Oil Repair & Maintenance Supplies Safety Supplies Professional/Contractual Serv. Communications Insurance & Bonds Utilities Repair & Maint.Contractors Capital	Fire	Services Payroll - Full Time Social Security Hospital/Life Insurance Insurance Deductible Pension Worker's Compensation
GL NUMBER	Fund 101 - GENERAL FUND Expenditures 101-200-730.000 101-200-775.000 101-200-800.000 101-200-830.000 101-200-850.000 101-200-860.000 101-200-8	101-200-900.000 101-200-910.000 101-200-920.000 101-200-930.000 101-200-955.000 101-200-991.000	Total Dept 200 - Ad Dept 210 - Legal Se 101-210-801.000 101-210-802.000	Total Dept 210 - Le	Dept 300 - Police 101-300-703.000 101-300-715.000 101-300-722.000 101-300-800.000	Total Dept 300 - Po	Dept 336 - Fire 101-336-746.000 101-336-746.000 101-336-775.000 101-336-850.000 101-336-850.000 101-336-930.000 101-336-970.000 101-336-970.000 101-336-970.000	Total Dept 336 - Fi	Dept 440 - Public S. 101-440-702.000 101-440-715.000 101-440-716.001 101-440-718.000 101-440-718.000

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

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GL NUMBER DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALLANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND Expenditures					
101-440-722.000 Medicare 101-440-722.000 Medicare 1011-440-740.000 Operation Supplies	1,480.00	898.66	154.38	581.34	60.72
Gasoline & Oil	4,532.00	3,136,14	369.64	1,395.86	69.20
101-440-775.000 Repair & Maintenance Supplies	11,000.00	. 2	227.10	6,782.13	38,34
Professional/Contra	10,		00.0	9,588.44	4.12
	130,000.00	58,514.17	9,681.74	71,485.83	45.01
101-440-815.000 Unitorm Kental 101-440-830 000 Memberships & Phes	3,090,00	Z,340.15	/8.105 0 0	92.85	0.00
Communicati	1,030.00	1,469.88	86.698	(439.88)	142.71
	309.00	00.00	00.0	309.00	00.00
101-440-550.000 Community Fromction 101-440-910.000 Insurance & Bonds	00.000,00	5,902.00	1,475,50	00.616	98.37
Utilities	961.	4,716.23		244.7	52.63
101-440-926.000 Street Lighting	29,000.00	12,022.04	2,129.74	16,977.96	41.46
Miscell	.00.	350.75	0.00	(350.7	100.00
101-440-970.000 capital	45,000.00	00.0	00.0	45,000.00	00.00
Total Dept 440 - Public Services	453,538.00	198,882.65	33,338.54	254,655.35	43.85
Dept 591 - Water Plant Grant Expenses 101-591-740.000 Operating Sumples	00.00	σ	00.0	(56 32)	100 00
	58,000.00	49,333.68 1,554.03	0.00	8,666.32 (1,554.03)	85.06 100.00
1					
Total Dept 591 - Water Plant Grant Expenses	58,000.00	50,947.03	176.08	7,052.97	87.84
s, Recreation & Cultur	((4		, ,
101-751-702.000 Payroll - Full Time 101-751-715.000 Social Security	3,500.00	41,346.77	6,475.79	14,453.23	72.65
101-751-716.000 Hospital/Life Insurance	23,800.00	6,535.89	1,034.26	17,264.11	27.46
101-751-718,000 Pension	1,400.00 22,200.00	2,754.50	0.00 2,187.35	(1,354.50) 8,999.13	196.75 59.46
101-751-720.000 Worker's Compensation	`⊣`	00.0		1,500.00	0,00
101-751-746.000 Medicare 6.011	2,884.00	•	93.12 0.00	255.47	69.94 65.17
Repair	13,390.00	4,915.40	(2.50)	8,474.60	36.71
101-751-800.000 sarety supplies 101-751-800.000 Professional/Contractual Serv.	412.00	0.00	00.0	412.00 15,000.00	00.0
	7,100.00	7,420.00	1,855.00	320.	104.51
-/31 -751	7,513.00	3,264.35		(15.06) 21,735.65	13.06
-970.000	6,180.00	00.0		6,180.	00.00
Total Dept 751 - Parks, Recreation & Culture	186,329.00	91,782.73	13,272.56	94,546.27	49.26
HOTAL RYPRINTTRES	1 767 919 00	838 110 62	70 736 97	929 808 38	17 77
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Fund 101 - GENERAL FUND:					
Ē	1,785,629.00	1,126,082.36	56,188.11	659,546.64	63.06

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

PERIOD ENDING 12/31/2023

% BDGT USED 929,808.38 47.41 (270,261.74) 1,626.04 AVAILABLE BALANCE NORMAL (ABNORMAL) ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE) (23,548.86) 79,736.97 YTD BALANCE 12/31/2023 NORMAL (ABNORMAL) 838,110.62 2023-24 AMENDED BUDGET 1,767,919.00 DESCRIPTION NET OF REVENUES & EXPENDITURES Fund 101 - GENERAL FUND TOTAL EXPENDITURES GL NUMBER

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

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% BDGT USED	42.21	42.21	42.21	0.00	0.00	42.78 32.15	46.91	45.05	0.00 31.60	0.00	64.05	46.87		49.39	41.28	0.00	0.00	36.28	0.00	45.75	38.93	56.58 48.01	53.07	44.25	48.98 30.86	00.0
AVAILABLE BALANCE NORMAL (ABNORWAL)	107,780.79	107,780.79	107,780.79	102,000.00	102,000.00	3,719.48 356.21	1,168.02	1,208.86	535,00 85,50	309.00	2,080.23 3,595.07	13,267.37		3,137.91	1,468.11	200.00	510.00	76.46	515.00	6,239.19	16,562.14		1,408.04 250.00	1,672.44 620.00	71.43	9,270.00
ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	15,248.87	15,248.87	15,248.87	00.00	00.0	508.17	163,73	163.79	0.00	00.0	0.00 282.13	1,155.99		499,05	163.70	00.00	00.00	7.10	00.00	616.31	1,477.40	847.01	241.96 0.00	215.57	12.09	00.0
YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	78,719.21	78,719.21	78,719.21	00.0	00.0	2,780.52 168.79	1,031.98	991.14	0.00	0.00	6,404.93	11,705.63		3,062.09	1,031.89	0.00	0.00	43.54	00.0	5,260.81	10,557,86		0.00 0.00	1,327.56	68.57	00.00
2023-24 AMENDED BUDGET	186,500.00	186,500.00	186,500.00	102,000.00	102,000.00	6,500,00	2,200.00	2,200.00	535.00 125.00	309.00	10,000.00	24,973.00		6,200.00	2,500.00	200.00		120.00	515.00 2.575.00	11,500.00	27,120.00		3,000.00	3,000.00	140.00	9,270.00
DESCRIPTION	STREET FUND			uction Repair & Maint,Contractors	Construction	e Maintenance Payroll - Full Time Social Security	Hospital/Life Insurance Insurance Deductible)	Worker's Compensation Medicare		Repair & Maintenance Suppires Repair & Maint.Contractors	Routine Maintenance	c Services	Payroll - Full Time	Social Securicy Hospital/Life Insurance	Insurance Deductible	Worker's Compensation		Gasoline & Oil Repair & Maintenance Supplies	Maint.Contra	Traffic Services	Maint	Hospital/Lire insurance Insurance Deductible	Pension Worker's Compensation		
GL NUMBER	Fund 202 - MAJOR S Revenues Dept 000 202-000-546.000	Total Dept 000	TOTAL REVENUES	Expenditures Dept 451 - Construction 202-451-930.000	Total Dept 451 - C	Dept 463 - Routine 202-463-702.000 202-463-715.000	202-463-716.000	202-463-718.000	202-463-720.000 202-463-722.000	202-463-746.000	202-463-930.000	Total Dept 463 - R	Dept 475 - Traffic	202-475-702.000	202-475-716.000	202-475-716.001 202-475-718 000	202-475-720,000	202-475-722,000	202-475-746.000 202-475-775.000	-475-930	Total Dept 475 - T	Φ H	202-478-716.001	202-478-718.000 202-478-720.000	202-478-722.000 202-478-746.000	-478-753

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVALLABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREET FUND Expenditures	SET FUND					
Total Dept 478 - Winter Maintenance	er Maintenance	26,420.00	8,408.46	1,368.36	18,011.54	31.83
Dept 482 - Administration	ıtion					
202-482-702.000	Payroll - Full Time	1,280.00	649.47	95.37	630.53	50.74
202-482-715.000	Social Security	79.00	39.45	5.79	39.55	49.94
202-482-716,000	Hospital/Life Insurance	560.00	291.98	46.24	268.02	52.14
202-482-716.001	Insurance Deductible	40.00	00.0	0.00	40.00	00.0
202-482-718.000	Pension	510,00	185.90	30.83	324.10	36.45
202-482-720.000	Worker's Compensation	15.00	00.0	00.00	15.00	00.0
202-482-722.000	Medicare	20.00	9.23	1.35	10.77	46.15
202-482-960.000	Administrative Overhead	20,000.00	00.0	00.0	20,000.00	00.00
Total Dept 482 ~ Administration	nistration	22,504.00	1,176.03	179.58	21,327.97	5.23
TOTAL EXPENDITURES		203,017.00	31,847.98	4,181.33	171,169.02	15.69
Fund 202 - MAJOR STREET FUND:	ET FUND:	, CO C C C C C C C C C C C C C C C C C C				3
TOTAL EXPENDITURES		203,017.00	31,847.98	4,181.33	171,169.02	42.21 15.69
NET OF REVENUES & EXPENDITURES	FENDITURES	(16,517.00)	46,871.23	11,067.54	(63,388.23)	283.78

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

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GL NUMBER DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 203 - LOCAL STREET FUND Revenues Dept 000 203-000-546.000 State Grants - Act 51	76,000.00	32,071.23	6,214.22	43,928.77	42.20
Total Dept 000	76,000.00	32,071.23	6,214.22	43,928.77	42.20
TOTAL REVENUES	76,000.00	32,071.23	6,214.22	43,928.77	42.20
Expenditures Dept 451 - Construction 203-451-800.000 Professional/Contractual Serv.	12,000.00	00.00	00.0	12,000.00	0.00
Total Dept 451 - Construction	12,000.00	00.00	00.0	12,000.00	00.00
Dept 463 - Routine Maintenance 203-463-702.000 Payroll - Full Time 203-463-715.000 Social Security 203-463-716.000 Hospital/Life Insurance 203-463-716.001 Pension 203-463-718.000 Worker's Compensation 203-463-722.000 Medicare 203-463-746.000 Repair & Maintenance Supplies 203-463-775.000 Repair & Maintenance Supplies 203-463-775.000 Repair & Maintenance Supplies	6,500.00 620.00 2,200.00 255.00 2,200.00 625.00 145.00 3,502.00	3,125.26 190.13 1,031.96 0.00 991.14 0.00 44.47 145.39 2,484.28	508.22 30.93 163.73 0.00 163.78 0.00 7.24 0.00 56.28	3,374.74 429.87 1,168.04 255.00 1,208.86 625.00 100.53 309.00 3,356.61 7,515.72	48.08 30.67 46.91 0.00 45.05 0.00 30.67 4.15 24.84
Total Dept 463 - Routine Maintenance	26,356.00	8,012.63	1,212.31	18,343.37	30.40
Dept 475 - Traffic Services 203-475-702.000 Payroll - Full Time 203-475-715.000 Social Security 203-475-716.000 Hospital/Life Insurance 203-475-718.000 Worker's Compensation 203-475-722.000 Medicare 203-475-746.000 Repair & Maintenance Supplies 203-475-775.000 Repair & Maintenance Supplies	6,200.00 580.00 2,500.00 240.00 2,500.00 135.00 5,150.00 5,150.00	3,001.10 182.62 1,006.61 0.00 955.73 0.00 42.65 0.00 0.00	490.14 29.86 159.68 0.00 157.94 0.00 0.00	3,198.90 397.38 1,493.39 240.00 1,544.27 590.00 92.35 515.00 5,150.00	48.40 31.49 40.26 0.00 38.23 0.00 31.59 0.00 0.00
Total Dept 475 - Traffic Services	19,028.00	5,688.71	844.61	13,339.29	29.90
Dept 478 - Winter Maintenance 203-478-702.000 Payroll - Full Time 203-478-715.000 Social Security 203-478-716.000 Hospital/Life Insurance 203-478-716.001 Eension Pension 203-478-718.000 Worker's Compensation 203-478-722.000 Medicare 203-478-746.000 Gasoline & Oil 203-478-753.000 Salt	8,500.00 615.00 3,000.00 255.00 3,000.00 625.00 1,030.00 6,180.00	4,598.14 279.80 1,591.10 0.00 1,319.18 65.44 317.81	654.21 39.80 234.87 0.00 210.99 0.00 9.31 0.00	3,901.86 335.20 1,408.90 255.00 1,680.82 625.00 79.56 712.19 6,180.00	54 53.10 53.50 63.04 73.97 75.13 30.86 0.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT
Fund 203 - LOCAL STREET FUND Expenditures 203-478-775.000 Repair	REET FUND Repair & Maintenance Supplies	00.0	581.40	00.00		100.00
Total Dept 478 - Winter Maintenance	nter Maintenance	23,350.00	8,752.87	1,149.18	14,597.13	37.49
Dept 482 - Administration 203-482-702.000 Pay 203-482-715.000 Soc	ration Payroll - Full Time Social Security	1,600.00	649.41	95.35	95.036	40.59
203-482-716,000	Hospital/Life Insurance	700.00 700.00	59.44 291.98	5.78	60.56	39,44
203-482-716.001	Insurance Deductible	20.00	00.0	00.0	50.00	0.00
203-482-720-000	Morbowle Composestion	640.00	185.90	30.83	454.10	29.05
203-482-722-000	MOLNEL S COMPENSALION	18.00	00.0	00.0	18.00	00.0
203-482-960 000	11(01-100-100-100-100-100-100-100-100-10	25.00	9.23	1.35	15.77	36.92
	Administracive Overmead	20,000.00	00.0	00.0	20,000.00	00.00
Total Dept 482 - Ad	- Administration	23,133.00	1,175.96	179.55	21,957.04	5.08
TOTAL EXPENDITURES		103,867.00	23, 630.17	3,385.65	80,236.83	22.75
Fund 203 - LOCAL STREET FUND: TOTAL REVENUES TOTAL EXPENDITURES	REET FUND:	76,000.00 103,867.00	32,071.23 23,630.17	6,214.22	43,928.77	42.20
NET OF REVENUES & EXPENDITURES	XPENDITURES	(27,867.00)	8,441.06	2,828.57	(36,308.06)	30.29

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
ownfielc	Brownfield Redevelopment	7.07				
251-000-404.000	Tax Revenue	540,000.00	500,758.33	00.0	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	00.00	39,241.67	92.73
Expenditures Dept 000 251-000-800.000 251-000-801.000 251-000-960.000	Professional/Contractual Serv. Attorney - General Administrative Overhead	10,000.00	22,469.55 476.00 0.00	4,239.40 476.00 0.00	(12,469.55) (476.00) 40,000.00	224.70 100.00 0.00
251-000-991.000 251-000-995.000 251-000-995.000	Debt Retirement-Principal Interest Expense	49,362.00 8,784.00	49,362.14 8,783.94	49,362.14 8,783.94	(0.14)	100.00
0	Transier to other fund	127,000.00	00.00	00.0	127,000.00	00.0
Total Dept 000		235,146.00	81,091.63	62,861.48	154,054,37	34.49
TOTAL EXPENDITURES		235,146,00	81,091.63	62,861.48	154,054.37	34.49
Fund 251 - Brownfield TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES & EXP	Fund 251 - Brownfield Redevelopment: TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES & EXPENDITURES	540,000.00 235,146.00 304,854.00	500,758.33 81,091.63 419,666.70	0.00 62,861.48 (62,861.48)	39,241.67 154,054.37 (114,812.70)	92.73 34.49 137.66

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 299 - TREE FUND	DV.					
Revenues						

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	12/31/2023 NORMAL (ABNORMAL)	MONTH 12/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 299 - TREE FUND Revenues Dept 000						
299-000-676,000 299-000-694,000	Transfers From Other Funds Miscellaneous	10,000.00	0.00	0.00	10,000.00 (234.00)	00.00
Total Dept 000		10,000.00	234.00	0.00	9,766.00	2.34
TOTAL REVENUES		10,000.00	234.00	00.00	9,766.00	2.34
Expenditures Dept 000 299-000-955.000	Miscellaneous	10,000.00	0,00	00.0	10,000.00	00.00
Total Dept 000		10,000.00	00.0	0.00	10,000.00	00.00
TOTAL EXPENDITURES		10,000.00	00.00	0.00	10,000.00	00.0
Fund 299 - TREE FUND:	l					
TOTAL REVENUES TOTAL EXPENDITURES		10,000.00	234.00	0.00	9,766.00 10,000.00	2.34
NET OF REVENUES & EXPENDITURES	ENDITURES	00.00	234.00	00.0	(234.00)	100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 401 - Veteran's Revenues	- Veteran's Memorial Fund					
401-000-674.000	Contributed Capital Revenue Miscellaneous	10,000.00	5,298.67 181.00	300.00	4,701.33 (181.00)	52.99 100.00
Total Dept 000		10,000.00	5,479.67	300.00	4,520.33	54.80
TOTAL REVENUES		10,000.00	5,479.67	300.00	4,520.33	54.80
Expenditures Dept 000 401-000-775.000 401-000-800.000	Repair & Maintenance Supplies Professional/Contractual Serv.	10,000.00	1,253.46	0.00	(1,253.46) (27,995.66)	100.00 379.96
Total Dept 000		10,000.00	39,249.12	0.00	(29,249.12)	392.49
TOTAL EXPENDITURES		10,000.00	39,249.12	00.0	(29, 249.12)	392.49
Fund 401 - Veteran's Memorial Fund: TOTAL REVENUES TOTAL EXPENDITURES	s Memorial Fund:	10,000.00	5,479.67	300.00	4,520.33	54.80
NET OF REVENUES & EXPENDITURES	KPENDITURES	00.0	(33, 769, 45)	300.00	33,769.45	100.00

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ent	PERIOD ENDING 12/31/2023	123			
DESCRIPTION	2023-24 AMENDED BUDGET N	YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	11D BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 590 - SEWER FUND Revenues Dept 000 590-000-626.000 590-000-664.000	ND Sewer Services Interest on Investments	335,000.00 1,900.00	168,698.58	00.0	166,301.42	50.36
Total Dept 000		336,900.00	168,698.58	0.00	168,201.42	50.07
TOTAL REVENUES		336,900.00	168,698.58	00.0	168,201.42	50.07
Expenditures Dept 000						
590-000-702.000	Payroll - Full Time	23,800.00	9,383.61	1,403.98	14,416.39	39.43
590-000-715.000	Social Security	1,745.00	567.38		1,177.62	32.51
590-000-716.001	nospical/Lire insurance Insurance Deductible	00.056,8	4,097.66	650,08	5,852,34	41.18
590-000-718,000	Pension	00.005,6	2,739,49	453.22	00.007	00.00
590-000-720.000	Worker's Compensation		00.0	00.0	545.00	00.00
390-000-1ZZ,000 790-000-800		(19.83		38.45
590-000-815.000	Froressional/contractual serv. Uniform Rental	150,000.00	18,036.35	701.25	131,963.65	12.02
590-000-900.000	Printing & Publishing	0.00	1,329.18	00.0	515.00	100.00
590-000-910.000	Insurance & Bonds	10,918.00	11,374.23	2,694.00	(456,23)	104.18
590-000-920.000	Utilities	2,369.00	1,216.56	20	1,152.44	51.35
290-000-320.000	Repair & Maint.Contractors	10,300.00	0.00	00.00	10,300.00	00.0
590-000-968	Administrative Overnead Depreciation	40,000.00	0.00	0.00	40,000.00	0.00
590-000-995.000	Interest Expense	10,000.00	00.0	0.00	14,523.00	0.00
Total Dept 000		285,210.00	48,877.11	6,208.99	236,332.89	17.14
TOTAL EXPENDITURES		285,210.00	48,877.11	6,208.99	236, 332, 89	17.14
Fund 590 - SEWER FUND; TOTAL REVENDITURES	D;	336,900.00	168,698.58	00.00	168,201.42	50.07
NET OF REVENUES & EX	EXPENDITURES	51,690.00	119,821,47	(6,208.99)	(68, 131.47)	231.81

64.92 40.64 257.45

1,032,985.62 1,552,352.37 (519,366.75)

77,951.20 156,374.42 (78,423.22)

1,912,043.38 1,062,806.63 849,236.75

2,945,029.00 2,615,159.00 329,870.00

TOTAL REVENUES - ALL FUNDS TOTAL EXPENDITURES - ALL FUNDS NET OF REVENUES & EXPENDITURES

PM		
01:28		snt
)/2024	. SSS	Parchment
01/10	User	DB: 1

REVENUE AND EXPENDITURE REPORT FOR CITY OF PARCHMENT

Page: 1/1

Target Strong St	GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	YTD BALANCE 12/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Tricrafts 6,997.30 6,997.30 6.00 6,2997.30 6.00 6.2997.30 6.00 6.00 2,2997.30 6.00 6.00 2,2997.30 6.00 6.00 2,2997.30 6.00 6.00 2,2997.30 6.00 6.00 6.00 2,2997.30 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.2997.30 6.00 6.00 6.2997.30 6.00 6.00 6.2997.30 6.00 6.00 6.2997.30 6.00 6.00 6.2997.30 6.00 6.00 6.2997.30 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.00 6.00 6.2997.30 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6	ì	RGER SUMMER FESTIVAL					
## Print British	250-000-475.001 250-000-475.002	Arts & Crafts Race/Walk Fees	4,000.00	6,997.30	0.00	(2,997.30) 2,969.40	174.93
## Standard Cartering Standard	250-000-475.003 250-000-475.005 250-000-500 001	Membership Fund Drive Corporate Sponsorships	2,000.00 16,000.00	6,795.84	50.00	(4,795.84) (4,450.00)	339.79 127.81
ance Expense ance Expense ance Expense ance Expense B0,550.00 112,408.92 80,550.00 112,408.92 80,550.00 112,408.92 80,550.00 112,408.92 80,550.00 112,408.92 80,550.00 112,408.92 80,550.00 112,408.92 80,550.00 112,408.92 80,000 111,700.00 112,408.92 80,000 111,700.00 11	250-000-590.001 250-000-590.002 250-000-675.001	Grants-Ilving S Gilmore Found. Grants-Harold & Grace Upjohn Find Raising	30,000.00 5,000.00 6,500.00	35,000.00	00.0	(2,000.00)	116.67
## Special Record Recor	250-000-675.002 250-000-694.000	KSF Special Event Miscellaneous	6,500.00 6,500.00 4,050.00	13,086.50 1,319.39 25,229.29	0.00	(6,586.50) 5,180.61 (21,179.29)	201.33 20.30 622.95
## Expense ## Extrival: ##	Dept		0	112,408.92	50.00	858.	139.55
ance Expense 1 Day - Race/Walk 26,300.00 25,630.93 93.89 0.00 106.12 200.00 1,720.00 1,	TOTAL REVENUES		80,550.00	112,408.92	50.00	(31,858.92)	139.55
NET OF REVENUES & EXPENDITURES 12,618,52 50.00 (21,618,52)	Expenditures Dept 000 250-000-779.001 250-000-779.003 250-000-779.004 250-000-779.005 250-000-779.005 250-000-779.005 250-000-779.012 250-000-779.013 250-000-779.015 250-000-779.015 250-000-779.015 250-000-779.016 250-000-779.016 250-000-779.016 250-000-779.020 Total Dept 000 Total Expenditures TOTAL EXPENDITURES TOTAL EXPENDITURES TOTAL EXPENDITURES	ance Expense 1 Day - Race ay - Arts & ay-Childrens y Events ising-Dance 1 - Administ ntertainment xpenses x Expenses ty	26,300.00 6,500.00 1,900.00 1,900.00 3,700.00 17,000.00 18,200.00 18,200.00 6,000.00 6,000.00 80,550.00 80,550.00	25,630.93 5,475.67 93.88 1,278.05 1720.00 14,740.05 25,331.80 15,650.00 115,68 754.94 0.00 90,790.40 90,790.40	00.00	669.07 1,024.33 106.12 621.95 (1,720.00) (11,040.05) (8,331.80) 2,550.00 (115.08) (4.94) 6,000.00 (10,240.40) (10,240.40) (10,240.40) (10,240.40)	97.46 84.24 46.94 67.27 100.00 398.38 149.01 85.99 100.00 100.66 0.00 112.71 112.71

Kindleberger Park Reservation Form

Sunken Garden/Gazebo (\$350 non-resident/\$250 resident) (3 hour block) Includes \$100 refundable deposit
Stage (\$450 non-resident/\$300 resident) (3 hour block) Includes \$100 deposit
Picnic Pavilion 1 Upper (\$100 non-resident, \$50 resident) (4 hour block) Picnic Pavilion 2 Upper (\$100 non-resident, \$50 resident) (4 hour block) Picnic Pavilion 3 Upper (\$100 non-resident, \$50 resident) (4 hour block) Picnic Pavilion 4 Lower (\$100 non-resident, \$50 resident) (4 hour block) Picnic Pavilion 5 Lower (\$100 non-resident, \$50 resident) (4 hour block)
Name: 1400 Lee Phone: 579-5707
Address: 3740 Swan Creek Dr Portage 49024
Email: Oder le 16 Nahao, com Alternate Phone:
Date of Event: JUNE 14, 2024 Time: 3pm-Cam
Type of event: Wedaws
Approximate number of attendees:
Will there be music as part of your event?
Name of DJ, musical performer, sound technician:
Decorations, rental chairs/tents/tables? Describe: Chars, maybe unstated Name & address for deposit return:
Signature This reservation form is your receipt, confirming your reserved area. Should you experience any problem during your event, please contact the Kalamazoo Township Police Department at 269-488-8911.
FOR INTERNAL OFFICE USE: S Date: 1-4-24
Payment amount received: \$\frac{450}{\text{Credit}}\$ Receipt #
Signature



2023 MONTHLY PERMITS BY JURISDICTION

MONTH OF DECEMBER 2023

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	7	\$ 3,875
COMSTOCK	ELECTRICAL	15	\$ 3,081
COMSTOCK	MECHANICAL	18	\$ 3,329
COMSTOCK	PLUMBING	131	\$ 20,278
COMSTOCK	SPECIAL - JURISDICTION	1	\$ 100
COMSTOCK	SPECIAL - HOMEOWNER		\$ -
TOTAL COMSTOCK		17,2	\$ 30,663
KALAMAZOO	BUILDING	9	\$ 2,277
KALAMAZOO	ELECTRICAL	8	\$ 1,875
KALAMAZOO	MECHANICAL	25	\$ 3,475
KALAMAZOO	PLUMBING	8	\$ 1,106
KALAMAZOO	SPECIAL - JURISDICTION	3	\$ 300
KALAMAZOO	SPECIAL - HOMEOWNER	1	\$.55
TOTAL KALAMAZOO		54	\$ 9,088
PARCHMENT	BUILDING		\$ -
PARCHMENT	ELECTRICAL	1.	\$ 110
PARCHMENT	MECHANICAL	1	\$ 500
PARCHMENT	PLUMBING		\$ -
PARCHMENT	SPECIAL - JURISDICTION	1	\$ 100
PARCHMENT	SPECIAL - HOMEOWNER	-	\$.
TOTAL PARCHMENT		3	\$ 710
PINE GROVE	BUILDING	2	\$ 374
PINE GROVE	ELECTRICAL	2	\$ 222
PINE GROVE	MECHANICAL	7	\$ 1,620
PINE GROVE	PLUMBING	-	\$ -
PINE GROVE	SPECIAL - JURISDICTION	-	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	.	\$ -
TOTAL PINE GROVE		11	\$ 2,216
RICHLAND	BUILDING	7	\$ 7,204
RICHLAND	ELECTRICAL	4	\$ 630
RICHLAND	MECHANICAL.	12	\$ 2,250
RICHLAND	PLUMBING	5	\$ 1,142
RICHLAND RICHLAND	SPECIAL - JURISDICTION	-	\$ -
TOTAL RIGHLAND	SPECIAL - HOMEOWNER	1	\$ 55
RICHLAND VILLAGE	BUILDING	29	\$ 11,281
RICHLAND VILLAGE	ELECTRICAL	.=	\$ -
RICHLAND VILLAGE RICHLAND VILLAGE	MECHANICAL MECHANICAL	- -	\$.
RICHLAND VILLAGE	PLUMBING	2	\$ 235
RICHLAND VILLAGE	SPECIAL - JURISDICTION	1	\$ 178
RICHLAND VILLAGE	SPECIAL - JURISDICTION SPECIAL - HOMEOWNER	<u> </u>	\$ -
TOTAL RICHLAND VILLAGE	SPECIAL - HOMEOWNER	-	\$ -
WATCH IT WATCH ATCHAGES		3	\$ 413
TOTAL			
TOTAL		272	\$ 54,371.00

REVENUE	REVENUE
DECEMBER 2022	% PREV YEAR MONTH
\$ 36,933	147.2%

PERMITS	PERMITS
DECEMBER 2022	% 2022 - YTD
174	156%

2023 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: DECEMBER 2023

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	326	\$ 357,025
COMSTOCK	ELECTRICAL	383	\$ 98.979
COMSTOCK	MECHANICAL:	282	\$ 59,362
COMSTOCK	PLUMBING	341	\$ 61,582
COMSTOCK	SPECIAL - JURISDICTION	19	\$ 1.950
COMSTOCK	SPECIAL - HOMEOWNER	7	\$ 440
TOTAL COMSTOCK		1358	579,337.60
KALAMAZOO	BUILDING	151	\$ 67,499
KALAMAZOO	ELECTRICAL	182	\$ 28,566
KALAMAZOO	MECHANICAL	303	\$ 44,167
KALAMAZOO	PLUMBING	107	\$ 14,036
KALAMAZOO	SPECIAL - JURISDICTION	57	\$ 5,250
KALAMAZOO	SPECIAL - HOMEOWNER	16	\$ 865
TOTAL KALAMAZOO		816	160,383,00
PARCHMENT	BUILDING	14	\$ 2,177
PARCHMENT	ELECTRICAL	19	\$ 3,150
PARCHMENT	MECHANICAL	27	\$ 4,231
PARCHMENT	PLUMBING	8	\$ 1,377
PARCHMENT	SPECIAL #JURISDICTION	4	\$ 500
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT	training the second second second second	72	11,435,00
PINE GROVE	BUILDING	48	\$ 27,763
PINE GROVE	ELECTRICAL	60	\$ 11.328
PINE GROVE	MECHANICAL	63	\$ 10,636
PINE GROVE	PLUMBING	25	\$ 5,600
PINE GROVE	SPECIAL - JURISDICTION	1.	\$ 100
PINE GROVE	SPECIAL - HOMEOWNER	3	\$ 165
TOTAL PINE GROVE		200	55,592.00
RICHLAND	BUILDING	116	\$ 84,393
RICHLAND	ELECTRICAL	156	\$ 30,883
RICHLAND	MECHANICAL	205	\$ 36,012
RICHLAND RICHLAND	PLUMBING PLUMBING	93	\$ 19,863
RICHLAND	SPECIAL - JURISDICTION	3	\$ 350
TOTAL RICHLAND	SPECIAL - HOMEOWNER	2	\$ 110
RICHLAND VILLAGE	BUILDING	575	171,610.50
RICHLAND VILLAGE	ELECTRICAL	9	\$ 5,994
RICHLAND VILLAGE	MECHANICAL	20	\$ 2,067 \$ 3,320
RICHLAND VILLAGE	PLUMBING	12	\$ 3,320
RICHLAND VILLAGE	SPECIAL - JURISDICTION	2	\$ 1,998
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	í	\$.55
TOTAL RICHLAND VILLAGE		61	13,634,00
			19795ATOO
TOTAL KABA	YTD	3082	\$ 991,992.10

REVENUE	REVENUE
YTD - DECEMBER 2022	% 2022 - YTD
704,967.70	140.7%

	REVENUE
Č	% 2023 YTD
	BUDGET

PERMITS	PERMITS
YTD - DECEMBER 2022	% 2022 - YTD
2494	123.6%

2023 MONT	HLY C	UMULATIVE 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	YAM
285	\$	86,966.00	NUC
211	\$	42,615.00	JUL
360	\$	139,273.00	AUG
332	\$	81,225.00	SEP
302	\$	106,656.60	OCT
239	\$	107,179.50	NOV
272	\$	54,371.00	DEC
3,082	\$	991,992.10	

Property	Property Maintenance Inspections	ections	: 4 %			01/02/2024	2024
Special Permit	ermit		: : : : : : : : : : : : : : : : : : : :				
Permit #	Job Address	Parcel Number Owner	Owner	Contractor	Date Entere	Fee Total Due	
V PS23-18-082	143 N RIVERVIEW DR 103	06-03-276-030	BRICKSTONE RIVER VI		12/18/2023	100.00	
Work Descrip	Work Description: Property Maintenance request from Parchment	it from Parchment				Section 1	
Property Ma	Property Maintenance Inspectio	Completed: 12/21/2023					
Total Permits:	nits: 1				Total Fe	Total Fees Due:	\$100.00

Permit.PermitType = Special
Permit.AND
GovernmentUnitList.UnitCode = 18 AND
Permit.Status = HOL.D (FEE)
AND
Permit.Category = Jurisdiction
Request

Population: All Records

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY, DECEMBER 11^{TH} , 2023

1. Call to Order

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

Roll Call

Present: Nancy Eaton, Robin Madaras, Caroline Garber, Jon Heasley, Mayor Rob Britigan, City Manager Nancy Stoddard, Alex Vader, Izzy Weir, Julie Heasley

3. Approval of the Minutes from Monday, November 13th, 2023

A motion was made by Nancy Eaton, supported by Robin Madaras, to approve the minutes from the meeting on November 13th, 2023.

Ayes: All

Abstain: Nancy Stoddard

Nays: None Motion carried.

4. New Business

A. Financial Report

Robin Madaras reported no change in the finances since the November meeting.

B. Festival Directors' Contract Approval

Mayor Britigan asked if the job description was a signed agreement. It was decided that the job description does not require signatures.

A motion was made by Robin Madaras to approve the Festival Co-Director contract. Mayor Britigan supported this motion.

Ayes: All Nays: None Motion carried.

C. Joan VanSickler Contract Discussion

The graphic design/website contract for Joan Vansickler was reviewed and discussed. The clause about the contract being confidential was discussed in relation to the Freedom of Information Act. Izzy indicated that the graphic design could be done by her. The KAC encouraged her to get a year as codirector under her belt and revisit it next year to see if she is still willing to add that to her responsibilities. Alex and Izzy will inquire about the web hosting fees. Mayor Britigan encouraged Alex and Izzy to contact Joan and Kris and get access to the website.

Nancy Stoddard made a motion to table the approval of Joan VanSickler's contract until January. Mayor Britigan supported this motion.

Ayes: All Nays: None Motion carried.

5. Old Business

A. KAC Member Search

Mayor Britigan indicated that he talked to Holly Evans regarding the KAC member position.

B. Theatre Chairperson

Izzy reported that she has been in contact with the Arts Council regarding the theatre chair position. Izzy and Alex will be contacting Ken Holda to see if he has any suggestions.

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY, DECEMBER 11 $^{\text{TH}}$, 2013 – Page 2

5. Old Business (continued)

C. Other Chairperson Positions

The KAC still needs a Parade chairperson and a Food Vendor chairperson.

D. Bingo Update

Julie reported that she reached out to the Knights of Columbus to secure the license from the State of Michigan for the bingo fundraiser. Dan Barrett from the Knights is on board and will submit the license application for the KAC in the next week. The next step is to get tickets printed so we are ready for sales in mid-January.

6. Member Comments

Mayor Britigan: Rob thanked Jon for his service as the chairperson of the KAC. He looks forward to Jon's fundraising for Festival 2024.

Robin Madaras: Robin thanked Jon. Robin is looking forward to bingo.

Caroline Garber: Caroline thanked Jon and she is excited for this year.

Julie Heasley: No comment.

Jon Heasley: Jon indicated that he has enjoyed his time working at planning the Festival. When he is in a conference call with the Arts Council, the other planners (Beats on Bates, Oshtemo, Richland) are all blown away by what Parchment does in our small community. Jon thanks everyone on the KAC for their hard work.

Nancy Eaton: Nancy thanked Jon. She appreciates him doing the fundraising for 2024.

Nancy Stoddard: Nancy thanked Jon and she appreciates his leadership.

5. Adjournment

There being no further business to come before the KAC, Julie Heasley made a motion to adjourn the meeting. Mayor Britigan supported this motion. The meeting was adjourned at 6:50 PM.

6. Next Meeting

The next meeting of the Kindleberger Arts Commission will be held on Monday, January 8th, 2024, at 6:00 PM.

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
	municipal corporation ("Seller"), and PARCHMENT VEGETABLE
PRODUCTS, INC., a	

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 <u>Exhibit "A"</u> (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. <u>Property</u>. 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. <u>Purchase Price</u>. 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. <u>Deposit</u>. 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. <u>Investigation Period</u>. 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. <u>Title</u> 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. <u>Property Information</u>. Within five (5) business days after the Effective Date, Seller agrees to deliver to Purchaser the documents and materials listed on <u>Exhibit "B"</u> 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. <u>Closing</u>. 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. <u>Seller's Closing Deliveries.</u> 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. <u>Purchaser's Closing Deliveries</u>. 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. <u>Representations and Warranties of Seller</u>. 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. <u>Representations and Warranties of Purchaser</u>. 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. <u>Condemnation</u>; <u>Casualty</u>. 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. <u>Default and Remedies</u>.

A. <u>Purchaser's Default; Seller's Remedy.</u> 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. <u>Seller's Default; Purchaser's Remedies</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Sale and Assignment of Agreement</u>. 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.
- 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.

- В. This Agreement shall be governed by and construed under the laws of the state in which the Property is located.
- 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.
- 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.
- This Agreement supersedes all prior discussions and agreements between Seller E. 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
Dvo
By:
Name:
Its:

EXHIBIT "A"

THE PROPERTY

Parcei 3906-03-226-040

Country, Michigan; thence South 89°-13'-49" East along the North line of said Section, 238.78 feet; thence South 00°-46'-11" West, 33.00 feet; thence South 52°-33'-29" East, 188.13 feet; thence South 37°-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°-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°-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°-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°-24'-57" West thereon, 604.74 feet, thence North 12°-45'-56" West, 150.89 feet; thence North 00°-48'-00" East, 57.93 feet; thence South 89°-24'-57" East, 694.98 feet to the place of beginning. Containing 3.0 Acres, more or less.

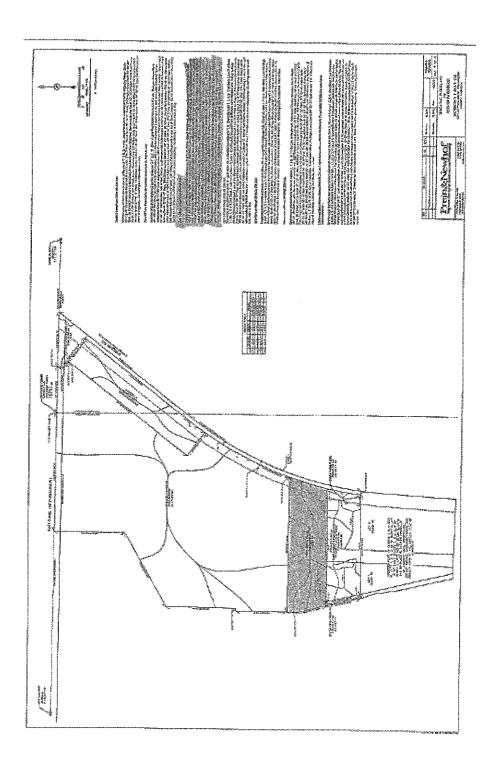


EXHIBIT "B"

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 DISCUSSON

<u>DECLARATION OF COVENANTS AND RESTRICTIONS</u> <u>AND OPTION TO REPURCHASE</u>

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. <u>Renovation of Property</u> . 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 <u>Exhibit "B"</u> (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. <u>Additional Restrictions</u>. 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. 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 execu forth above.	cited and imposed this Restriction on the date set CITY OF PARCHMENT a Michigan municipal corporation
··· · · · · · · · · · · · · · · · ·	By:
	Its:
STATE OF MICHIGAN) COUNTY OF)	
The foregoing instrument was acknown Michigan, on, by the City of Parchment, a Michigan municipal	wledged before me in County, as of 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

County, Michigan; thence South 89°-13'-49" East along the North line of said Section, 238.78 feet; thence South 00°-46'-11" West, 33.00 feer; thence South 52°-33'-29" East, 188.13 feet; thence South 37°-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°-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°-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°-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 69°-24'-57" West thereon, 604.74 feet, thence North 12°-45'-56" West, 150.89 feet; thence North 69°-24'-57" West thereon, 604.74 feet, thence North 12°-45'-56" West, 150.89 feet; thence North 60°-48'-00" Bast, 57.93 feet; thence South 89°-24'-57" East, 694.98 feet to the place of beginning. Containing 3.0 Acres, more or less.

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