



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

April 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 April 1, 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. 1513 – action
- ii. Financial Reports, March 2024 – receive
- iii. Investment Report, March 2024 - receive
- iv. KABA March 2023 Report – receive
- v. Kindleberger Arts Commission Meeting Minutes - March 11, 2024 - receive

8. Unfinished Business

- A. Fire Department Proposals – action

9. New Business

- A. Purchase Agreement for 250 Wilson, Dan Bussema - action

10. Citizen Comments – Items ON or OFF the Agenda

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

11. Mayor and Commissioner Comments

12. City Manager Comments

13. Adjournment – Followed by a Budget Workshop meeting

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY, APRIL 1, 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, Fooy, Jordan, Madaras, and Mendoza. City Manager Stoddard, City Treasurer/Clerk Stutz.

Absent: Conner.

Moved by Commissioner Madaras, supported by Commissioner Fooy to excuse the absence of Commissioner Conner.

Motion Carried.

3. Approval of Minutes

Moved by Commissioner Cooper, supported by Commissioner Mendoza to approve the minutes of the March 18, 2024 Regular meeting. **Motion Carried.**

4. Additions or changes to the agenda.

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

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

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

7. Unfinished Business

None.

8. New Business

A. Parchment Community Library Summer Reading Kick-Off Request – action. Mayor Britigan began by stating the dates the library is requesting to use part of the lower park. City Manager Stoddard explained further that the hot air balloon will be inflated and tethered, and that two dates were discussed in the case of inclement weather. She noted that DPW Superintendent Cahill did not have concerns over damage to the field in question. Some discussion took place. Moved by Commissioner Madaras, supported by Commissioner Mendoza, to approve the library's request as written, upon the condition that Little League doesn't have anything scheduled and that the fire department is made aware of the event. **Motion Carried.**

B. Urban Wildlife Corridor Agreement – action. Mayor Britigan noted that this agreement is between the City of Parchment and the Southwest Michigan Planning Commission (SWMPC). City Manager Stoddard introduced Sandy Bliesener, Parchment resident and member of Envisioning the River. She chronicled the plan for work along the Kalamazoo River (from Merrill Park to D Avenue), funded by the River Trustees with the plan to fund "environmental restoration". She mentioned this "phase 2" includes multiple public meetings, getting feedback, and setting goals and objectives. Commissioner questions were answered, though one legal question was not. Moved by Commissioner Madaras, supported by Commissioner Fooy, to table this matter until the City Attorney can address the question. **Motion Carried.**

C. Amendment to C-3 General Business District - action. Mayor Britigan referenced the Planning Commission's request in the packet. He introduced Kent DeBoer, chair of the Planning Commission. Mr. DeBoer noted that section 10.2 spells out the permitted uses. The PC is requesting to add "artisan trade and/or craft production" subject to several conditions that are enumerated. This relates specifically to 751 Commerce, where a new owner will be moving his drum making business. Discussion took place. Moved by Commissioner Mendoza, supported by Commissioner Cooper to approve the amendment as written. Roll call vote was as follows:

Ayes: Britigan, Cooper, Fooy, Jordan, Madaras, Mendoza.

Nays: None.

Absent: Conner.

Abstain: None.

Motion Carried 6-0.

D. Amendment to Sign Ordinance – action. Mayor Britigan handed the floor back to Mr. DeBoer, who explained that the PC has been poring over the city's zoning code section by section over the last few years, trying to eliminate discrepancies and contradictions. He said this section was brought to their attention with the recent YMCA sign, adding that these changes will now make the sign ordinance consistent and legal. Commissioners had questions regarding specific items. Mr. DeBoer suggested that Zoning Administrator Harvey may be the best person to answer them. Moved by Vice Mayor Jordan, supported by Commissioner Madaras to table this item until the time when the Zoning Administrator can answer the questions. **Motion Carried.**

E. Budget Presentation, City Manager Stoddard – receive. City Manager Stoddard handed out the proposed budget for FY 2024-25, going over highlights. Mayor Britigan reminded everyone of the work session after next meeting (April 15), as well as the public hearing on May 6, and adoption on May 20.

9. Citizen Comments

Larry Edmonds (PHS 1984 grad), along with his wife, Dr. Elizabeth Edmonds, 2820 Arrowwood, came to inform the commissioners that Kindleberger Park has some unique features that make it a great place for athletic training – hills, stairs, pathways, etc. He has been training young kids agility skills and has used the park for some time, and now his adult son has a group of young men who will be using the park this way and he wanted to make the commissioners aware. He thanked them for their time.

10. Mayor and Commissioner Comments

Commissioner Cooper said she was excited about the Urban Wildlife Corridor grant, then expressed her support for bringing basketball courts back to Kindleberger Park.

Commissioner Madaras mentioned that going through the Planning Commission's signage packet reminded her of how much work the PC puts in for our community. She thanked them and wanted to acknowledge their efforts.

Mayor Britigan agreed that the PC is the "hardest working committee in the city". He then reported on his CapCon attendance, explaining each session he attended and highlights thereof. One in particular he mentioned included a website with a plethora of information that he wanted everyone to know about: www.mihousingdata.org

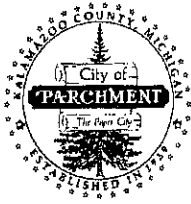
11. City Manager Comments/Reports

City Manager Stoddard reported that logs and debris were removed from around the trestle by the City of Kalamazoo at no cost to us. She then offered anyone with questions or other 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 8:16 p.m.

Shannon Stutz, City Clerk



City of Parchment
 Check Register Report
 Warrant 1513

Check	Check Date	Vendor Name	Description	Amount
38044	04/02/2024	COMPANION LIFE	LIFE & AD&D INS - APRIL EE LIFE	66.50
38045	04/02/2024	CONSUMERS ENERGY	CITYWIDE MONTHLY ENERGY USE	2,854.31
38046	04/02/2024	VOID		0.00
38047	04/02/2024	CORNERSTONE TECHNOLOGIES	NEW PHONE SERVICE - CITY HALL	739.98
38048	04/02/2024	FISHBECK	PARCHMENT MILL SITE #2 - EPA GRANT	7,638.27
38049	04/02/2024	HONIGMAN	BROWNFIELD REDEV - ISLAND AND G AVE THRU	967.50
38050	04/02/2024	J & H OIL COMPANY	FUEL CHARGES 03/01/24 TO 03/15/24	376.03
38051	04/02/2024	KALAMAZOO TOWNSHIP	CONTRACT - APRIL Police \$36,684.50; fire 5575.00; 911 notif 479.61	42,739.11
38052	04/02/2024	NANCY EATON	BINGO FOR BAGS - CUPCAKE SUPPLIES	169.12
38053	04/02/2024	POINT AND PAY	MONTHLY SERVICE FEE - FEBRUARY	50.00
38054	04/02/2024	REPUBLIC SERVICES #249	DPW - APRIL TRASH SVC	702.29
38055	04/02/2024	ROBERT BRITIGAN	MML CAPITAL CONFERENCE - MILEAGE & PARKI	118.85
38056	04/02/2024	STERICYCLE, INC.	SHREDDING SERVICES - CUSTOMER NO. 100068	264.80
38057	04/02/2024	THRUN LAW FIRM P.C.	USDA LOAN (BONDS) THRU 03/05/2024	15,660.00

User: SSS DB: Parchment PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE 03/31/2024	ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE	% USED
		AMENDED BUDGET	NORMAL (ABNORMAL)				
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-404.000	Tax Revenue	800,800.00		800,874.00	0.00	(74.00)	100.01
101-000-405.000	Taxes - Industrial Facilities	2,200.00		2,207.00	0.00	(7.00)	100.32
101-000-441.000	Local Community Stab Share Tax	144,200.00		49,062.37	0.00	95,137.63	34.02
101-000-445.000	Penalty on Taxes	4,000.00		2,809.88	357.77	1,190.12	70.25
101-000-448.000	1% Collection Fees	33,400.00		33,452.32	145.35	(52.32)	100.16
101-000-451.000	License and Fees	15,450.00		3,339.85	400.00	12,110.15	21.62
101-000-452.000	Cablevision Fees	16,171.00		10,008.48	0.00	6,162.52	61.89
101-000-453.000	Recreation Fees	2,700.00		2,700.00	2,700.00	0.00	100.00
101-000-454.000	Solid Waste Collections	140,080.00		107,958.64	46,262.68	32,121.36	77.07
101-000-528.000	Other Federal Funding	32,228.00		0.00	0.00	32,228.00	0.00
101-000-540.000	State Grants	0.00		10,007.35	0.00	(10,007.35)	100.00
101-000-544.000	State Grant - Water Plant	58,000.00		48,960.00	0.00	9,040.00	84.41
101-000-575.000	State Sales Tax	250,000.00		169,063.00	0.00	80,937.00	67.63
101-000-632.000	Charges for Services Rendered	1,000.00		0.00	0.00	1,000.00	0.00
101-000-662.000	Traffic Fines	8,000.00		1,255.65	102.63	6,744.35	15.70
101-000-664.000	Interest on Investments	4,800.00		7,626.06	1,557.82	(2,826.06)	158.88
101-000-676.000	Transfers From Other Funds	127,000.00		0.00	0.00	127,000.00	0.00
101-000-680.000	Reimbursement for Overhead	120,000.00		0.00	0.00	120,000.00	0.00
101-000-694.000	Miscellaneous	20,000.00		9,394.93	0.00	10,605.07	46.97
101-000-695.000	Other Financing Sources	5,600.00		3,209.43	0.00	2,390.57	57.31
Total Dept 000		1,785,629.00		1,261,928.96	51,526.25	523,700.04	70.67
TOTAL REVENUES							
		1,785,629.00		1,261,928.96	51,526.25	523,700.04	70.67
Expenditures							
Dept 100 - Legislative							
101-100-703.000	Payroll - Part Time	9,000.00		6,995.00	1,050.00	2,005.00	77.72
101-100-715.000	Social Security	1,079.00		314.65	65.10	764.35	29.16
101-100-720.000	Worker's Compensation	296.00		0.00	0.00	296.00	0.00
101-100-722.000	Medicare	252.00		73.59	15.25	178.41	29.20
101-100-740.000	Operating Supplies	721.00		723.58	12.08	(2.58)	100.36
101-100-800.000	Professional/Contractual Serv.	12,360.00		10,876.00	791.00	1,484.00	87.99
101-100-830.000	Memberships & Dues	1,545.00		110.00	0.00	1,435.00	7.12
101-100-860.000	Institutes & Training	0.00		1,125.74	0.00	(1,125.74)	100.00
101-100-880.000	Community Promotion	1,030.00		225.00	0.00	805.00	21.84
101-100-880.001	Massailing Contribution	2,060.00		1,239.83	0.00	820.17	60.19
101-100-900.000	Printing & Publishing	5,150.00		1,559.53	988.69	3,590.47	30.28
101-100-955.000	Miscellaneous	309.00		0.00	0.00	309.00	0.00
101-100-999.000	Transfer to other Fund	24,212.00		24,211.69	0.00	0.31	100.00
Total Dept 100 - Legislative		58,014.00		47,454.61	2,922.12	10,559.39	81.80
Dept 200 - Administration							
101-200-702.000	Payroll - Full Time	136,690.00		91,450.42	9,936.70	45,239.58	66.90
101-200-703.000	Payroll - Part Time	49,440.00		32,032.65	3,479.28	17,407.35	64.79
101-200-715.000	Social Security	10,815.00		6,996.31	758.49	3,818.69	64.69
101-200-716.000	Hospital/Life Insurance	72,680.00		42,715.08	4,746.12	29,964.92	58.77
101-200-716.001	Insurance Deductible	4,000.00		856.62	0.00	3,143.38	21.42
101-200-718.000	Pension	36,000.00		29,485.76	4,004.43	6,514.24	81.90
101-200-719.000	Hospital Insurance - Retirees	0.00		6,567.73	2,590.54	(6,567.73)	100.00
101-200-720.000	Worker's Compensation	725.00		0.00	0.00	725.00	0.00
101-200-722.000	Medicare	2,498.00		1,636.24	177.38	861.76	65.50

User: SSS

DB: Parchment

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BUDGT USED
		AMENDED BUDGET	2023-24	03/31/2024	03/31/2024	MONTH 03/31/2024	INCREASE (DECREASE)	NORMAL	ABNORMAL	
Fund 101 - GENERAL FUND										
Expenditures										
101-200-724.000	ICMA Retirement Benefit	9,800.00	0.00	0.00	0.00	0.00	0.00	9,800.00	0.00	0.00
101-200-730.000	Postage	8,137.00	3,830.59	3,830.59	331.23	331.23	47.08	4,306.41	47.08	47.08
101-200-740.000	Operating Supplies	2,060.00	4,556.43	4,556.43	418.84	418.84	221.19	(2,496.43)	221.19	221.19
101-200-775.000	Repair & Maintenance Supplies	2,163.00	605.47	605.47	0.00	0.00	27.99	1,557.53	27.99	27.99
101-200-800.000	Professional/Contractual Serv.	23,558.00	20,502.73	20,502.73	2,895.88	2,895.88	87.03	3,955.27	87.03	87.03
101-200-805.000	Computer Services	9,785.00	8,223.16	8,223.16	450.00	450.00	84.04	1,561.84	84.04	84.04
101-200-830.000	Memberships & Dues	1,236.00	1,519.00	1,519.00	427.50	427.50	122.90	(283.00)	122.90	122.90
101-200-850.000	Communications	7,519.00	7,347.56	7,347.56	1,026.90	1,026.90	97.72	171.44	97.72	97.72
101-200-860.000	Institutes & Training	1,339.00	814.19	814.19	0.00	0.00	60.81	524.81	60.81	60.81
101-200-900.000	Printing & Publishing	2,060.00	0.00	0.00	0.00	0.00	0.00	2,060.00	0.00	0.00
101-200-910.000	Insurance & Bonds	7,313.00	7,812.00	7,812.00	0.00	0.00	106.82	(499.00)	106.82	106.82
101-200-920.000	Utilities	4,532.00	3,953.07	3,953.07	0.00	0.00	87.23	578.93	87.23	87.23
101-200-930.000	Repair & Maint. Contractors	3,039.00	670.00	670.00	670.00	670.00	22.05	2,369.00	22.05	22.05
101-200-955.000	Miscellaneous	0.00	534.12	534.12	0.00	0.00	100.00	(534.12)	100.00	100.00
101-200-991.000	Debt Retirement-Principal	12,000.00	0.00	0.00	0.00	0.00	0.00	12,000.00	0.00	0.00
Total Dept 200 - Administration		407,389.00	272,109.13	272,109.13	31,913.29	31,913.29	66.79	135,279.87	66.79	66.79
Dept 210 - Legal Services										
101-210-801.000	Attorney - General	16,480.00	10,155.00	10,155.00	812.50	812.50	61.62	6,325.00	61.62	61.62
101-210-802.000	Attorney-Police Matters	10,094.00	1,968.75	1,968.75	131.25	131.25	19.50	8,125.25	19.50	19.50
Total Dept 210 - Legal Services		26,574.00	12,123.75	12,123.75	943.75	943.75	45.62	14,450.25	45.62	45.62
Dept 300 - Police										
101-300-703.000	Payroll - Part Time	8,400.00	7,472.00	7,472.00	1,008.00	1,008.00	91.33	728.00	91.33	91.33
101-300-715.000	Social Security	618.00	475.66	475.66	62.49	62.49	76.97	142.34	76.97	76.97
101-300-722.000	Medicare	103.00	111.24	111.24	14.61	14.61	108.00	(8.24)	108.00	108.00
101-300-800.000	Professional/Contractual Serv.	440,214.00	366,845.00	366,845.00	36,684.50	36,684.50	83.33	73,369.00	83.33	83.33
Total Dept 300 - Police		449,335.00	375,103.90	375,103.90	37,769.60	37,769.60	83.48	74,231.10	83.48	83.48
Dept 336 - Fire										
101-336-740.000	Operating Supplies	5,200.00	0.00	0.00	0.00	0.00	0.00	5,200.00	0.00	0.00
101-336-746.000	Gasoline & Oil	1,030.00	339.94	339.94	0.00	0.00	33.00	690.06	33.00	33.00
101-336-775.000	Repair & Maintenance Supplies	1,030.00	1,216.50	1,216.50	1,130.18	1,130.18	118.11	(186.50)	118.11	118.11
101-336-780.000	Safety Supplies	105.00	0.00	0.00	0.00	0.00	0.00	105.00	0.00	0.00
101-336-800.000	Professional/Contractual Serv.	73,500.00	58,364.70	58,364.70	5,575.00	5,575.00	79.41	15,135.30	79.41	79.41
101-336-830.000	Memberships & Dues	0.00	1,400.00	1,400.00	0.00	0.00	100.00	(1,400.00)	100.00	100.00
101-336-850.000	Communications	4,325.00	2,728.44	2,728.44	479.61	479.61	63.09	1,596.56	63.09	63.09
101-336-910.000	Insurance & Bonds	15,000.00	15,322.00	15,322.00	0.00	0.00	102.15	(322.00)	102.15	102.15
101-336-920.000	Utilities	2,800.00	1,814.13	1,814.13	0.00	0.00	64.79	985.87	64.79	64.79
101-336-930.000	Repair & Maint. Contractors	10,300.00	360.00	360.00	0.00	0.00	3.50	9,940.00	3.50	3.50
101-336-970.000	Capital	15,450.00	0.00	0.00	0.00	0.00	0.00	15,450.00	0.00	0.00
Total Dept 336 - Fire		128,740.00	81,545.71	81,545.71	7,184.79	7,184.79	63.34	47,194.29	63.34	63.34
Dept 440 - Public Services										
101-440-702.000	Payroll - Full Time	95,100.00	68,119.43	68,119.43	5,335.30	5,335.30	71.63	26,980.57	71.63	71.63
101-440-715.000	Social Security	5,900.00	5,573.66	5,573.66	477.33	477.33	94.47	326.34	94.47	94.47
101-440-716.000	Hospital/Life Insurance	41,800.00	34,088.68	34,088.68	6,152.47	6,152.47	81.55	7,711.32	81.55	81.55
101-440-716.001	Insurance Deductible	2,400.00	7,618.33	7,618.33	0.00	0.00	317.43	(5,218.33)	317.43	317.43

User: SSS

DB: Parchment

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE			
		AMENDED BUDGET	03/31/2024	NORMAL	(ABNORMAL)	MONTH 03/31/2024	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	% BDTG USED
Fund 101 - GENERAL FUND											
Expenditures											
101-440-718.000	Pension	37,900.00	21,124.65			2,206.41		16,775.35		55.74	
101-440-720.000	Worker's Compensation	3,350.00	0.00			0.00		3,350.00		0.00	
101-440-722.000	Medicare	1,480.00	1,303.74			111.65		176.26		88.09	
101-440-740.000	Operating Supplies	2,575.00	353.09			0.00		2,221.91		13.71	
101-440-746.000	Gasoline & Oil	4,532.00	5,533.74			132.58		(1,001.74)		122.10	
101-440-775.000	Repair & Maintenance Supplies	11,000.00	6,513.25			1,014.04		4,486.75		59.21	
101-440-780.000	Safety Supplies	515.00	0.00			0.00		515.00		0.00	
101-440-800.000	Professional/Contractual Serv.	15,000.00	3,897.74			0.00		11,102.26		25.98	
101-440-810.000	Rubbish Collection Charges	130,000.00	87,643.86			9,640.25		42,356.14		67.42	
101-440-815.000	Uniform Rental	3,090.00	3,151.73			456.59		(61.73)		102.00	
101-440-830.000	Memberships & Dues	927.00	0.00			0.00		927.00		0.00	
101-440-850.000	Communications	1,030.00	1,829.82			119.98		(799.82)		177.65	
101-440-860.000	Institutes & Training	309.00	0.00			0.00		309.00		0.00	
101-440-880.000	Community Promotion	515.00	0.00			0.00		515.00		0.00	
101-440-910.000	Insurance & Bonds	6,000.00	5,902.00			0.00		98.00		98.37	
101-440-920.000	Utilities	8,961.00	9,447.24			429.95		(486.24)		105.43	
101-440-926.000	Street Lighting	29,000.00	18,964.16			1,499.51		10,035.84		65.39	
101-440-930.000	Repair & Maint. Contractors	12,154.00	13,963.34			702.29		(1,809.34)		114.89	
101-440-955.000	Miscellaneous	0.00	350.75			0.00		(350.75)		100.00	
101-440-970.000	Capital	45,000.00	0.00			0.00		45,000.00		0.00	
Total Dept 440 - Public Services		458,538.00	295,379.21			28,278.35		163,158.79		64.42	
Dept 591 - Water											
Plant Grant Expenses											
101-591-740.000	Operating Supplies	0.00	59.32			0.00		(59.32)		100.00	
101-591-800.000	Professional/Contractual Serv.	58,000.00	49,526.10			0.00		8,473.90		85.39	
101-591-830.000	Memberships & Dues	0.00	1,000.00			0.00		(1,000.00)		100.00	
101-591-920.000	Utilities	0.00	2,190.76			0.00		(2,190.76)		100.00	
Total Dept 591 - Water Plant Grant Expenses		58,000.00	52,776.18			0.00		5,223.82		90.99	
Dept 751 - Parks, Recreation & Culture											
Payroll - Full Time											
101-751-702.000	Social Security	55,800.00	60,827.16			4,699.66		(5,027.16)		109.01	
101-751-715.000	Hospital/Life Insurance	3,500.00	3,743.86			289.76		(243.86)		106.97	
101-751-716.000	Insurance Deductible	23,800.00	10,587.87			2,510.53		13,212.13		44.49	
101-751-718.000	Pension	1,400.00	2,754.50			0.00		(1,354.50)		196.75	
101-751-720.000	Worker's Compensation	22,200.00	20,038.59			2,155.58		2,161.41		90.26	
101-751-722.000	Medicare	1,500.00	0.00			0.00		1,500.00		0.00	
101-751-746.000	Gasoline & Oil	850.00	875.35			67.77		(25.35)		102.98	
101-751-775.000	Repair & Maintenance Supplies	2,884.00	2,349.53			0.00		534.47		81.47	
101-751-780.000	Safety Supplies	13,390.00	5,999.21			755.32		7,390.79		44.80	
101-751-800.000	Professional/Contractual Serv.	412.00	0.00			0.00		412.00		0.00	
101-751-910.000	Insurance & Bonds	20,000.00	0.00			0.00		20,000.00		0.00	
101-751-920.000	Utilities	7,100.00	7,420.00			0.00		(320.00)		104.51	
101-751-930.000	Repair & Maint. Contractors	7,313.00	9,241.05			429.96		(1,928.05)		126.36	
101-751-970.000	Capital	25,000.00	7,240.81			3,976.46		17,759.19		28.96	
Total Dept 751 - Parks, Recreation & Culture		191,329.00	131,077.93			14,885.04		60,251.07		68.51	
TOTAL EXPENDITURES		1,777,919.00	1,267,570.42			123,896.94		510,348.58		71.30	

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Fund 101 - GENERAL FUND:						
TOTAL REVENUES						
		1,785,629.00	1,261,928.96	51,526.25	523,700.04	70.67
TOTAL EXPENDITURES						
		1,777,919.00	1,267,570.42	123,896.94	510,348.58	71.30
NET OF REVENUES & EXPENDITURES						
		7,710.00	(5,641.46)	(72,370.69)	13,351.46	73.17

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR MONTH 03/31/2024	% BGD USED
		AMENDED BUDGET	YTD BALANCE 03/31/2024		
		NORMAL	(ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)
Fund 202 - MAJOR STREET FUND					
Revenues					
Dept 000					
202-000-546.000	State Grants - Act 51	186,500.00	127,354.52	14,431.64	68.29
202-000-664.000	Interest on Investments	0.00	181.01	78.25	100.00
Total Dept 000		186,500.00	127,535.53	14,509.89	68.38
TOTAL REVENUES					
		186,500.00	127,535.53	14,509.89	68.38
Expenditures					
Dept 451 - Construction					
202-451-930.000	Repair & Maint.Contractors	102,000.00	0.00	0.00	0.00
Total Dept 451 - Construction		102,000.00	0.00	0.00	0.00
Dept 463 - Routine Maintenance					
202-463-702.000	Payroll - Full Time	6,500.00	4,330.14	558.96	66.62
202-463-715.000	Social Security	525.00	263.45	34.25	50.18
202-463-716.000	Hospital/Life Insurance	2,200.00	1,899.12	595.61	86.32
202-463-716.001	Insurance Deductible	210.00	0.00	0.00	0.00
202-463-718.000	Pension	2,200.00	1,468.56	137.39	66.75
202-463-720.000	Worker's Compensation	535.00	0.00	0.00	0.00
202-463-722.000	Medicare	125.00	61.62	8.01	49.30
202-463-746.000	Gasoline & Oil	309.00	0.00	0.00	0.00
202-463-775.000	Repair & Maintenance Supplies	2,369.00	2,359.94	138.98	99.62
202-463-930.000	Repair & Maint.Contractors	10,000.00	6,836.64	0.00	68.37
Total Dept 463 - Routine Maintenance		24,973.00	17,219.47	1,473.20	68.95
Dept 475 - Traffic Services					
202-475-702.000	Payroll - Full Time	6,200.00	4,589.95	541.69	74.03
202-475-715.000	Social Security	500.00	279.60	33.18	55.92
202-475-716.000	Hospital/Life Insurance	2,500.00	1,857.36	553.94	74.29
202-475-716.001	Insurance Deductible	200.00	0.00	0.00	0.00
202-475-718.000	Pension	2,500.00	1,446.06	137.22	57.84
202-475-720.000	Worker's Compensation	510.00	0.00	0.00	0.00
202-475-722.000	Medicare	120.00	65.34	7.76	54.45
202-475-746.000	Gasoline & Oil	515.00	0.00	0.00	0.00
202-475-775.000	Repair & Maintenance Supplies	2,575.00	412.52	0.00	16.02
202-475-930.000	Repair & Maint.Contractors	11,500.00	7,180.56	629.57	62.44
Total Dept 475 - Traffic Services		27,120.00	15,831.39	1,903.36	58.38
Dept 478 - Winter Maintenance					
202-478-702.000	Payroll - Full Time	8,500.00	7,231.15	713.97	85.07
202-478-715.000	Social Security	610.00	441.44	43.89	72.37
202-478-716.000	Hospital/Life Insurance	3,000.00	2,539.85	595.87	84.66
202-478-716.001	Insurance Deductible	250.00	0.00	0.00	0.00
202-478-718.000	Pension	3,000.00	2,123.95	196.74	70.80
202-478-720.000	Worker's Compensation	620.00	0.00	0.00	0.00
202-478-722.000	Medicare	140.00	103.31	10.28	73.79
202-478-746.000	Gasoline & Oil	1,030.00	689.55	0.00	66.95

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GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDTG USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	03/31/2024	(ABNORMAL)	MONTH 03/31/2024	INCREASE (DECREASE)	BALANCE	NORMAL (ABNORMAL)	
Fund 202 - MAJOR STREET FUND										
Expenditures										
202-478-753.000	Salt	9,270.00		6,874.40		0.00		2,395.60		74.16
202-478-775.000	Repair & Maintenance Supplies	0.00		81.27		13.27		(81.27)		100.00
Total Dept 478 - Winter Maintenance		26,420.00		20,084.92		1,574.02		6,335.08		76.02
Dept 482 - Administration										
202-482-702.000	Payroll - Full Time	1,280.00		993.42		95.35		286.58		77.61
202-482-715.000	Social Security	79.00		60.66		5.92		18.34		76.78
202-482-716.000	Hospital/Life Insurance	560.00		341.55		0.17		218.45		60.99
202-482-716.001	Insurance Deductible	40.00		0.00		0.00		40.00		0.00
202-482-718.000	Pension	510.00		294.32		36.52		215.68		57.71
202-482-720.000	Worker's Compensation	15.00		0.00		0.00		15.00		0.00
202-482-722.000	Medicare	20.00		14.20		1.38		5.80		71.00
202-482-960.000	Administrative Overhead	20,000.00		0.00		0.00		20,000.00		0.00
Total Dept 482 - Administration		22,504.00		1,704.15		139.34		20,799.85		7.57
TOTAL EXPENDITURES		203,017.00		54,839.93		5,089.92		148,177.07		27.01
Fund 202 - MAJOR STREET FUND:										
TOTAL REVENUES		186,500.00		127,535.53		14,509.89		58,964.47		68.38
TOTAL EXPENDITURES		203,017.00		54,839.93		5,089.92		148,177.07		27.01
NET OF REVENUES & EXPENDITURES		(16,517.00)		72,695.60		9,419.97		(89,212.60)		440.13

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR	AVAILABLE	% BDC
		AMENDED BUDGET	YTD BALANCE			
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 203 - LOCAL STREET FUND						
Revenues						
Dept 000						
203-000-546.000	State Grants - Act 51	76,000.00	51,891.38	5,881.29	24,108.62	68.28
203-000-664.000	Interest on Investments	0.00	905.02	391.26	(905.02)	100.00
Total Dept 000		76,000.00	52,796.40	6,272.55	23,203.60	69.47
TOTAL REVENUES						
		76,000.00	52,796.40	6,272.55	23,203.60	69.47
Expenditures						
Dept 451 - Construction						
203-451-800.000	Professional/Contractual Serv.	12,000.00	0.00	0.00	12,000.00	0.00
Total Dept 451 - Construction		12,000.00	0.00	0.00	12,000.00	0.00
Dept 463 - Routine Maintenance						
203-463-702.000	Payroll - Full Time	6,500.00	4,674.90	558.97	1,825.10	71.92
203-463-715.000	Social Security	620.00	284.81	34.27	335.19	45.94
203-463-716.000	Hospital/Life Insurance	2,200.00	1,899.10	595.60	300.90	86.32
203-463-716.001	Insurance Deductible	255.00	0.00	0.00	255.00	0.00
203-463-718.000	Pension	2,200.00	1,468.58	137.39	731.42	66.75
203-463-720.000	Worker's Compensation	625.00	0.00	0.00	625.00	0.00
203-463-722.000	Medicare	145.00	66.60	8.01	78.40	45.93
203-463-746.000	Gasoline & Oil	309.00	0.00	0.00	309.00	0.00
203-463-775.000	Repair & Maintenance Supplies	3,502.00	2,216.59	138.98	1,285.41	63.29
203-463-930.000	Repair & Maint.Contractors	10,000.00	5,415.99	0.00	4,584.01	54.16
Total Dept 463 - Routine Maintenance		26,356.00	16,026.57	1,473.22	10,329.43	60.81
Dept 475 - Traffic Services						
203-475-702.000	Payroll - Full Time	6,200.00	4,496.74	532.68	1,703.26	72.53
203-475-715.000	Social Security	580.00	273.99	32.66	306.01	47.24
203-475-716.000	Hospital/Life Insurance	2,500.00	1,819.02	549.59	680.98	72.76
203-475-716.001	Insurance Deductible	240.00	0.00	0.00	240.00	0.00
203-475-718.000	Pension	2,500.00	1,418.41	133.77	1,081.59	56.74
203-475-720.000	Worker's Compensation	590.00	0.00	0.00	590.00	0.00
203-475-722.000	Medicare	135.00	64.02	7.63	70.98	47.42
203-475-746.000	Gasoline & Oil	515.00	0.00	0.00	515.00	0.00
203-475-775.000	Repair & Maintenance Supplies	5,150.00	0.00	0.00	5,150.00	0.00
203-475-930.000	Repair & Maint.Contractors	618.00	500.00	0.00	118.00	80.91
Total Dept 475 - Traffic Services		19,028.00	8,572.18	1,256.33	10,455.82	45.05
Dept 478 - Winter Maintenance						
203-478-702.000	Payroll - Full Time	8,500.00	6,987.34	704.92	1,512.66	82.20
203-478-715.000	Social Security	615.00	426.38	43.35	188.62	69.33
203-478-716.000	Hospital/Life Insurance	3,000.00	2,525.90	591.52	474.10	84.20
203-478-716.001	Insurance Deductible	255.00	0.00	0.00	255.00	0.00
203-478-718.000	Pension	3,000.00	2,037.72	193.28	962.28	67.92
203-478-720.000	Worker's Compensation	625.00	0.00	0.00	625.00	0.00
203-478-722.000	Medicare	145.00	99.76	10.14	45.24	68.80
203-478-746.000	Gasoline & Oil	1,030.00	689.55	0.00	340.45	66.95

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE	% BDC
		AMENDED BUDGET	NORMAL (ABNORMAL)	03/31/2024	NORMAL (ABNORMAL)	MONTH 03/31/2024	INCREASE (DECREASE)		
Fund 203 - LOCAL STREET FUND									
Expenditures									
203-478-753.000	Salt	6,180.00		3,337.22		0.00		2,842.78	54.00
203-478-775.000	Repair & Maintenance Supplies	0.00		926.51		0.00		(926.51)	100.00
Total Dept 478 - Winter Maintenance		23,350.00		17,030.38		1,543.21		6,319.62	72.94
Dept 482 - Administration									
203-482-702.000	Payroll - Full Time	1,600.00		993.30		95.35		606.70	62.08
203-482-715.000	Social Security	100.00		60.64		5.92		39.36	60.64
203-482-716.000	Hospital/Life Insurance	700.00		341.53		0.16		358.47	48.79
203-482-716.001	Insurance Deductible	50.00		0.00		0.00		50.00	0.00
203-482-718.000	Pension	640.00		293.73		36.51		346.27	45.90
203-482-720.000	Worker's Compensation	18.00		0.00		0.00		18.00	0.00
203-482-722.000	Medicare	25.00		14.20		1.38		10.80	56.80
203-482-960.000	Administrative Overhead	20,000.00		0.00		0.00		20,000.00	0.00
Total Dept 482 - Administration		23,133.00		1,703.40		139.32		21,429.60	7.36
TOTAL EXPENDITURES		103,867.00		43,332.53		4,412.08		60,534.47	41.72
Fund 203 - LOCAL STREET FUND:									
TOTAL REVENUES		76,000.00		52,796.40		6,272.55		23,203.60	69.47
TOTAL EXPENDITURES		103,867.00		43,332.53		4,412.08		60,534.47	41.72
NET OF REVENUES & EXPENDITURES		(27,867.00)		9,463.87		1,860.47		(37,330.87)	33.96

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PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	2023-24	03/31/2024	03/31/2024	MONTH 03/31/2024	INCREASE (DECREASE)	NORMAL	ABNORMAL	% BUDGET USED
Fund 251 - Brownfield Redevelopment										
Revenues										
Dept 000										
251-000-404.000	Tax Revenue	540,000.00	540,000.00	484,387.68	(65,448.97)	55,612.32	89.70			
251-000-664.000	Interest on Investments	0.00	0.00	3,439.08	1,486.76	(3,439.08)	100.00			
Total Dept 000		540,000.00	540,000.00	487,826.76	(63,962.21)	52,173.24	90.34			
TOTAL REVENUES		540,000.00	540,000.00	487,826.76	(63,962.21)	52,173.24	90.34			
Expenditures										
Dept 000										
251-000-800.000	Professional/Contractual Serv.	10,000.00	10,000.00	50,765.38	8,605.77	(40,765.38)	507.65			
251-000-801.000	Attorney - General	0.00	0.00	476.00	0.00	(476.00)	100.00			
251-000-960.000	Administrative Overhead	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00			
251-000-991.000	Debt Retirement-Principal	49,362.00	49,362.00	49,362.14	0.00	(0.14)	100.00			
251-000-995.000	Interest Expense	8,784.00	8,784.00	8,783.94	0.00	0.06	100.00			
251-000-999.000	Transfer to other Fund	127,000.00	127,000.00	0.00	0.00	127,000.00	0.00			
Total Dept 000		235,146.00	235,146.00	109,387.46	8,605.77	125,758.54	46.52			
TOTAL EXPENDITURES		235,146.00	235,146.00	109,387.46	8,605.77	125,758.54	46.52			
Fund 251 - Brownfield Redevelopment:										
TOTAL REVENUES		540,000.00	540,000.00	487,826.76	(63,962.21)	52,173.24	90.34			
TOTAL EXPENDITURES		235,146.00	235,146.00	109,387.46	8,605.77	125,758.54	46.52			
NET OF REVENUES & EXPENDITURES		304,854.00	304,854.00	378,439.30	(72,567.98)	(73,585.30)	124.14			

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL (ABNORMAL)	03/31/2024	03/31/2024	MONTH 03/31/2024	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDT USED
Fund 299 - TREE FUND										
Revenues										
Dept 000	Transfers From Other Funds	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00
299-000-676.000	Miscellaneous	0.00	234.00	234.00	0.00	0.00	0.00	(234.00)	100.00	100.00
299-000-694.000										
Total Dept 000		10,000.00	234.00	234.00	0.00	0.00	0.00	9,766.00	2.34	
TOTAL REVENUES										
		10,000.00	234.00	234.00	0.00	0.00	0.00	9,766.00	2.34	
Expenditures										
Dept 000	Miscellaneous	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00
299-000-955.000										
Total Dept 000		10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00
TOTAL EXPENDITURES										
		10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00
Fund 299 - TREE FUND:										
TOTAL REVENUES										
		10,000.00	234.00	234.00	0.00	0.00	0.00	9,766.00	2.34	2.34
TOTAL EXPENDITURES										
		10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00
NET OF REVENUES & EXPENDITURES										
		0.00	234.00	234.00	0.00	0.00	0.00	(234.00)	100.00	100.00

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 03/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 401 - Veteran's Memorial Fund						
Revenues						
Dept 000						
401-000-674.000	Contributed Capital Revenue	10,000.00	5,673.67	225.00	4,326.33	56.74
401-000-694.000	Miscellaneous	0.00	181.00	0.00	(181.00)	100.00
Total Dept 000		10,000.00	5,854.67	225.00	4,145.33	58.55
TOTAL REVENUES		10,000.00	5,854.67	225.00	4,145.33	58.55
Expenditures						
Dept 000						
401-000-775.000	Repair & Maintenance Supplies	0.00	1,253.46	0.00	(1,253.46)	100.00
401-000-800.000	Professional/Contractual Serv.	10,000.00	37,995.66	0.00	(27,995.66)	379.96
Total Dept 000		10,000.00	39,249.12	0.00	(29,249.12)	392.49
TOTAL EXPENDITURES		10,000.00	39,249.12	0.00	(29,249.12)	392.49
Fund 401 - Veteran's Memorial Fund:						
TOTAL REVENUES		10,000.00	5,854.67	225.00	4,145.33	58.55
TOTAL EXPENDITURES		10,000.00	39,249.12	0.00	(29,249.12)	392.49
NET OF REVENUES & EXPENDITURES		0.00	(33,394.45)	225.00	33,394.45	100.00

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	03/31/2024	NORMAL (ABNORMAL)	MONTH 03/31/2024	INCREASE (DECREASE)	BALANCE	% BDC
								NORMAL (ABNORMAL)	USED
Fund 590 - SEWER FUND									
Revenues									
Dept 000									
590-000-508.000	USDA Grants	0.00		201,712.23		201,712.23		(201,712.23)	100.00
590-000-626.000	Sewer Services	335,000.00		249,934.38		0.00		85,065.62	74.61
590-000-664.000	Interest on Investments	1,900.00		1,810.05		782.51		89.95	95.27
Total Dept 000		336,900.00		453,456.66		202,494.74		(116,556.66)	134.60
TOTAL REVENUES									
		336,900.00		453,456.66		202,494.74		(116,556.66)	134.60
Expenditures									
Dept 000									
590-000-702.000	Payroll - Full Time	23,800.00		14,430.10		1,403.95		9,369.90	60.63
590-000-715.000	Social Security	1,745.00		874.61		85.45		870.39	50.12
590-000-716.000	Hospital/Life Insurance	9,950.00		5,580.33		391.97		4,369.67	56.08
590-000-716.001	Insurance Deductible	700.00		0.00		0.00		700.00	0.00
590-000-718.000	Pension	9,500.00		4,332.02		539.38		5,167.98	45.60
590-000-720.000	Worker's Compensation	545.00		0.00		0.00		545.00	0.00
590-000-722.000	Medicare	345.00		204.51		19.97		140.49	59.28
590-000-800.000	Professional/Contractual Serv.	150,000.00		68,615.17		37,459.02		81,384.83	45.74
590-000-815.000	Uniform Rental	515.00		0.00		0.00		515.00	0.00
590-000-900.000	Printing & Publishing	0.00		1,389.18		0.00		(1,389.18)	100.00
590-000-910.000	Insurance & Bonds	10,918.00		11,374.23		0.00		(456.23)	104.18
590-000-920.000	Utilities	2,369.00		1,820.28		0.00		548.72	76.84
590-000-930.000	Repair & Maint.Contractors	10,300.00		0.00		0.00		10,300.00	0.00
590-000-955.000	Miscellaneous	0.00		514.20		514.20		(514.20)	100.00
590-000-960.000	Administrative Overhead	40,000.00		0.00		0.00		40,000.00	0.00
590-000-968.000	Depreciation	14,523.00		14,044.00		14,044.00		479.00	96.70
590-000-995.000	Interest Expense	10,000.00		0.00		0.00		10,000.00	0.00
Total Dept 000		285,210.00		123,178.63		54,457.94		162,031.37	43.19
TOTAL EXPENDITURES									
		285,210.00		123,178.63		54,457.94		162,031.37	43.19
Fund 590 - SEWER FUND:									
TOTAL REVENUES									
TOTAL EXPENDITURES									
NET OF REVENUES & EXPENDITURES									
		336,900.00		453,456.66		202,494.74		(116,556.66)	134.60
		285,210.00		123,178.63		54,457.94		162,031.37	43.19
NET OF REVENUES & EXPENDITURES									
		51,690.00		330,278.03		148,036.80		(278,588.03)	638.96
TOTAL REVENUES - ALL FUNDS									
TOTAL EXPENDITURES - ALL FUNDS									
NET OF REVENUES & EXPENDITURES									
		2,945,029.00		2,389,632.98		211,066.22		555,396.02	81.14
		2,625,159.00		1,637,558.09		196,462.65		987,600.91	62.38
		319,870.00		752,074.89		14,603.57		(432,204.89)	235.12

PERIOD ENDING 03/31/2024

GL NUMBER	DESCRIPTION	2024		ACTIVITY FOR MONTH 03/31/2024	AVAILABLE BALANCE		% BDGT USED
		AMENDED BUDGET	YTD BALANCE 03/31/2024		NORMAL	(ABNORMAL)	
Fund 250 - KINDLEBERGER SUMMER FESTIVAL							
Revenues							
Dept 000							
250-000-475.001	Arts & Crafts	4,000.00	2,150.93	2,070.93	1,849.07	53.77	
250-000-475.002	Race/Walk Fees	3,500.00	0.00	0.00	3,500.00	127.50	
250-000-475.003	Membership Fund Drive	2,000.00	2,550.00	50.00	(550.00)		
250-000-475.005	Corporate Sponsorships	16,000.00	8,600.00	6,600.00	7,400.00	53.75	
250-000-475.008	Miscellaneous Inc.	500.00	0.00	0.00	500.00	0.00	
250-000-590.001	Grants-Irving S Gilmore Found.	30,000.00	0.00	0.00	30,000.00	0.00	
250-000-590.002	Grants-Harold & Grace Upjohn	5,000.00	0.00	0.00	5,000.00	0.00	
250-000-675.001	Fund Raising	6,500.00	25,960.50	9,380.50	(19,460.50)	399.39	
250-000-675.002	KSF Special Event	4,000.00	0.00	0.00	4,000.00	0.00	
250-000-694.000	Miscellaneous	3,000.00	0.00	0.00	3,000.00	0.00	
Total Dept 000		74,500.00	39,261.43	18,101.43	35,238.57	52.70	
TOTAL REVENUES							
		74,500.00	39,261.43	18,101.43	35,238.57	52.70	
Expenditures							
Dept 000							
250-000-779.001	Performance Expense	23,800.00	0.00	0.00	23,800.00	0.00	
250-000-779.003	Festival Day - Race/Walk	6,500.00	0.00	0.00	6,500.00	0.00	
250-000-779.004	Fest. Day - Arts & Crafts	200.00	0.00	0.00	200.00	0.00	
250-000-779.005	Fest. Day-Childrens Area	1,900.00	0.00	0.00	1,900.00	0.00	
250-000-779.007	Fest Day Events	2,000.00	0.00	0.00	2,000.00	0.00	
250-000-779.008	Fund Raising-Dance	2,200.00	13,736.67	13,736.67	(11,536.67)	624.39	
250-000-779.012	Festival - Administration	18,500.00	1,264.00	0.00	17,236.00	6.83	
250-000-779.013	Stage Entertainment	14,650.00	0.00	0.00	14,650.00	0.00	
250-000-779.016	Car Show Expenses	750.00	0.00	0.00	750.00	0.00	
250-000-779.020	Publicity	4,000.00	0.00	0.00	4,000.00	0.00	
Total Dept 000		74,500.00	15,000.67	13,736.67	59,499.33	20.14	
TOTAL EXPENDITURES							
		74,500.00	15,000.67	13,736.67	59,499.33	20.14	
Fund 250 - KINDLEBERGER SUMMER FESTIVAL:							
TOTAL REVENUES							
TOTAL EXPENDITURES							
NET OF REVENUES & EXPENDITURES							
		0.00	24,260.76	4,364.76	(24,260.76)	100.00	
		74,500.00	39,261.43	18,101.43	35,238.57	52.70	
		74,500.00	15,000.67	13,736.67	59,499.33	20.14	

**City of Parchment
Investment Report
March 31, 2024**

Maturity Date	Interest Rate	Institution	Type of Investment	Amount
9/15/2024	0.20%	Old National	Certificate of Deposit	\$ 51,521.21
	1.25%	Oppenheimer	Advantage Bank Deposit	\$ 309,409.49
9/29/2024	1.05%	Mercantile Bank	Certificate of Deposit	\$ 303,163.33
9/22/2024	4.68%	Mercantile Bank	Certificate of Deposit	\$ 104,585.68
	5.42%	MI Class	Funds	\$ 205,394.80
Investment Total				\$ 974,074.51

Mkt Value



2024 MONTHLY PERMITS BY JURISDICTION

MONTH OF MARCH 2024			
JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	18	3392.00
COMSTOCK	ELECTRICAL	19	5106.00
COMSTOCK	MECHANICAL	40	8725.00
COMSTOCK	PLUMBING	44	9461.00
COMSTOCK	SPECIAL - JURISDICTION	1	100.00
COMSTOCK	SPECIAL - HOMEOWNER	-	0.00
TOTAL COMSTOCK		122	\$ 26,784.00
KALAMAZOO	BUILDING	14	2297.00
KALAMAZOO	ELECTRICAL	11	4904.00
KALAMAZOO	MECHANICAL	19	6690.80
KALAMAZOO	PLUMBING	11	1460.00
KALAMAZOO	SPECIAL - JURISDICTION	2	250.00
KALAMAZOO	SPECIAL - HOMEOWNER	10	605.00
TOTAL KALAMAZOO		67	\$ 16,206.80
PARCHMENT	BUILDING	2	251.00
PARCHMENT	ELECTRICAL	2	230.00
PARCHMENT	MECHANICAL	-	0.00
PARCHMENT	PLUMBING	1	105.00
PARCHMENT	SPECIAL - JURISDICTION	-	0.00
PARCHMENT	SPECIAL - HOMEOWNER	-	0.00
TOTAL PARCHMENT		5	\$ 586.00
PINE GROVE	BUILDING	6	3883.00
PINE GROVE	ELECTRICAL	3	501.00
PINE GROVE	MECHANICAL	4	690.00
PINE GROVE	PLUMBING	3	668.00
PINE GROVE	SPECIAL - JURISDICTION	-	0.00
PINE GROVE	SPECIAL - HOMEOWNER	-	0.00
TOTAL PINE GROVE		16	\$ 5,742.00
RICHLAND	BUILDING	15	12597.00
RICHLAND	ELECTRICAL	13	2897.00
RICHLAND	MECHANICAL	14	2911.00
RICHLAND	PLUMBING	6	1050.00
RICHLAND	SPECIAL - JURISDICTION	-	0.00
RICHLAND	SPECIAL - HOMEOWNER	-	0.00
TOTAL RICHLAND		48	\$ 19,455.00
RICHLAND VILLAGE	BUILDING	-	0.00
RICHLAND VILLAGE	ELECTRICAL	-	0.00
RICHLAND VILLAGE	MECHANICAL	-	0.00
RICHLAND VILLAGE	PLUMBING	-	0.00
RICHLAND VILLAGE	SPECIAL - JURISDICTION	-	0.00
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	-	0.00
TOTAL RICHLAND VILLAGE		-	\$ -
TOTAL		258	\$ 68,773.80

REVENUE	REVENUE
MARCH 2023	% PREV YEAR MONTH
\$ 144,116	47.7%

PERMITS	PERMITS
MARCH 2023	% 2023 - YTD
276	93.5%



2024 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: MARCH

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	39	13168.00
COMSTOCK	ELECTRICAL	47	9165.00
COMSTOCK	MECHANICAL	115	28835.50
COMSTOCK	PLUMBING	61	12405.00
COMSTOCK	SPECIAL - JURISDICTION	2	200.00
COMSTOCK	SPECIAL - HOMEOWNER	1	55.00
TOTAL COMSTOCK		265	\$63,828.50
KALAMAZOO	BUILDING	32	5439.00
KALAMAZOO	ELECTRICAL	36	8537.00
KALAMAZOO	MECHANICAL	93	17916.80
KALAMAZOO	PLUMBING	30	4621.00
KALAMAZOO	SPECIAL - JURISDICTION	9	950.00
KALAMAZOO	SPECIAL - HOMEOWNER	14	825.00
TOTAL KALAMAZOO		214	\$38,288.80
PARCHMENT	BUILDING	5	563.00
PARCHMENT	ELECTRICAL	5	576.00
PARCHMENT	MECHANICAL	4	453.00
PARCHMENT	PLUMBING	1	105.00
PARCHMENT	SPECIAL - JURISDICTION	1	100.00
PARCHMENT	SPECIAL - HOMEOWNER	0	0.00
TOTAL PARCHMENT		16	\$1,797.00
PINE GROVE	BUILDING	6	3883.00
PINE GROVE	ELECTRICAL	12	1892.00
PINE GROVE	MECHANICAL	12	1977.00
PINE GROVE	PLUMBING	5	1152.00
PINE GROVE	SPECIAL - JURISDICTION	0	0.00
PINE GROVE	SPECIAL - HOMEOWNER	1	55.00
TOTAL PINE GROVE		36	\$8,959.00
RICHLAND	BUILDING	44	26139.00
RICHLAND	ELECTRICAL	47	11173.00
RICHLAND	MECHANICAL	42	8705.00
RICHLAND	PLUMBING	26	5171.00
RICHLAND	SPECIAL - JURISDICTION	0	0.00
RICHLAND	SPECIAL - HOMEOWNER	1	50.00
TOTAL RICHLAND		160	\$51,238.00
RICHLAND VILLAGE	BUILDING	1	104.00
RICHLAND VILLAGE	ELECTRICAL	1	116.00
RICHLAND VILLAGE	MECHANICAL	0	0.00
RICHLAND VILLAGE	PLUMBING	1	105.00
RICHLAND VILLAGE	SPECIAL - JURISDICTION	0	0.00
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	0	0.00
TOTAL RICHLAND VILLAGE		3	\$325.00
TOTAL KABA	YTD	694	\$164,436.30

REVENUE	REVENUE
YTD - MARCH 2023	% 2023 - YTD
227,525.00	72.3%

REVENUE
% 2024 YTD BUDGET
86.0%

PERMITS	PERMITS
YTD - MARCH 2023	% 2023 - YTD
568	122.2%

2024 MONTHLY CUMULATIVE TOTALS			
# PERMITS	REVENUE		
204	\$ 38,815.00		JAN
232	\$ 56,847.50		FEB
258	\$ 68,773.80		MAR
-	\$ -		APR
-	\$ -		MAY
-	\$ -		JUN
-	\$ -		JUL
-	\$ -		AUG
-	\$ -		SEP
-	\$ -		OCT
-	\$ -		NOV
-	\$ -		DEC
694	\$ 164,436.30		

Permit List

04/01/2024

Building

Permit #	Job Address	Parcel Number	Owner	Contractor	Issue Date	Fee Total	Const. Value
PB24-18-113	434 ESPANOLA	06-02-320-230	WHEELER HANNAH & V	Ayers Basement Systc	03/18/2024	\$176.00	\$0
Work Description: Install subfloor drainage system per plans							
PB24-18-126	406 N ORIENT	06-02-135-120	VANZANDT, BRADLEY		03/22/2024	\$75.00	\$0
Work Description: Install 32' x16' above ground swimming pool per plans.							
POOL MUST BE EQUIPPED WITH LOCKING LADDER							

Total Permits For Type: 2

Total Fees For Type: \$251.00

Total Const. Value For Type: \$0

Report Summary

Grand Total Fees: \$251.00

Grand Total Permits: 2

Population: All Records

Permit.DateIssued Between

3/1/2024 12:00:00 AM AND

3/31/2024 11:59:59 PM AND

Permit.PermiTType = Building

AND

Permit.BasicUsage = Residential

AND

GovernmentUnitList.UnitCode =

18

Grand Total Const. Value: \$0

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION, HELD ON MONDAY,
MARCH 11TH, 2024

1. Call to Order

The meeting was called to order at 6:00 PM by Robin Madaras.

2. Roll Call

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

Absent: None

3. Approval of Minutes from February 12, 2024

A motion was made by Mayor Britigan, supported by Holly Evans, to approve the amended minutes from the meeting on February 12, 2024.

Ayes: 6

Nays: 1

Abstain: 1

Motion Carried

4. Old Business

a. Theatre Director Search Update

Izzy reported that Ken Holda signed the contract for theatre director.

b. Theatre Chair Search Update

Izzy reported that she and Alex are collaborating on the theatre chair position as they have been unable to fill the theatre chair position. Alex reported that starting on Saturday, March 16th at bingo for bags she will be having a big push for volunteers.

There will be a QR code on the tables at bingo, and the bingo caller will announce that we are looking for vendors.

c. Parade Chair Search Update

Alex reported that they have been unable to fill the position of parade chairperson.

d. Food Vendor Chair Search Update

Debbie Graff has backed out of the food vendor chair position and Alex is working on scheduling food vendors.

e. Public Performance License

Alex reported that she and Izzy are still looking into the public performance license.

5. New Business

a. Festival Directors' Report

Theatre: Izzy reported that St. Ambrose is reserved for theatre rehearsals. Auditions will be held the week of May 20th at St. Ambrose.

Food trucks: Alex indicated that she will be managing food trucks.

a. Festival Directors' Report, continued

Chairpersons: Alex reported that the first chairperson meeting was held on Thursday, March 7th.

Trash and Porta Potties: Alex reported that planning is underway for the trash and porta potties.

b. Financial Report

i. Budget Discussion

Nancy Stoddard indicated that she is not comfortable with the anticipated budget of \$74,500, and she would like to see it \$10,000 less. She will not be voting yes for this budget to be fiscally conservative/responsible. She would not like to have the City in a position where the City must cover for overages. Robin agreed that she finds the budget high as well. She believes that the miscellaneous revenue line of \$3500 is high without knowing where that revenue is coming from. Volunteer recruitment on Festival Day with fundraising on the Festival day is Izzy's idea to make more revenue. Mayor Britigan thinks that the budget is reasonable.

Mayor Britigan made a motion to approve the budget as written. Nancy Eaton supported this motion.

Discussion: Mayor Britigan indicated that the \$74,500 is a not to exceed number and that the goal is to come in under budget for the expenses. Nancy Stoddard indicated that she would like the KAC to have no more than \$5000 carried over in revenue from year to year. Nancy Stoddard indicated that the KAC will know in May if the Gilmore Grant is awarded.

Ayes: 6

Nays: 1

Motion carried.

ii. Financial Report

Robin handed out the KAC financial report as of March 11th, 2024.

c. Fund Raising Report

Robin indicated that \$1960 has come in for Arts and Crafts, \$3650 has come in via corporate sponsorship, \$2500 has come in via the membership drive.

Julie shared her fundraising idea of a Silent Disco for October. She will do more leg work and come back with a proposal with costs/revenue defined.

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION, HELD ON MONDAY,
MARCH 11TH, 2024 – Page 3

5. New Business, continued

d. Arts and Crafts Report

Nancy Eaton reported sixty sign-ups for the Arts and Crafts show so far.

6. Public Comments

Joan VanSickler: Joan asked Nancy for the map for the Arts and Crafts show. Joan asked the directors for a committee list. Joan asked for the patron fundraising letter. Nancy Stoddard indicated that she would send it to her.

7. Member Comments

Julie Heasley: Julie thanked Nancy Eaton for making the cupcakes and thanked Robin for keeping up with the money and budget.

Nancy Eaton: Nancy indicated that she is looking forward to bingo.

Nancy Stoddard: No comment.

Mayor Britigan: No comment.

Caroline Garber: No comment.

Holly Evans: No comment.

Robin Madaras: No comment

8. Next Meeting

The next meeting for the KAC will be held on Monday, April 8th, 2024, at 6:00 PM.

9. Adjournment

There being no further business to come before the KAC, Mayor Britigan made a motion to adjourn the meeting. This was supported by Nancy Eaton. The meeting was adjourned at 7:01 PM.

Fire Department Proposals

Proposal 1

COP keeps its FD Total = \$35,000 + \$90,000 + \$30,000 = \$155,000 (CIP for new truck would be \$50,000 a year for 5 years, for a used vehicle)

- COP owns one Engine and keeps it at the COP fire barn or COP would sell their engine and the TKFD would store one of theirs in the COP fire barn
- Capital Improvement Program for \$50,000 a year for five years for new engine
- \$35,000 a year flat fee paid (Administrative work, reporting, inspections)
- Fire/EMS Calls, approximately 300 year, billed at \$300 per hour estimated \$90,000
- All repairs/replacements will be billed to the COP
- Currently, there are \$30,000 of maintenance/replacement costs that will need to be funded in the near future for engine 711.
- The engine will be used to attend three parade events: Little League, Homecoming, and Kindleberger, provided the Police Department approves the route.
- The engine will be at the Wassailing event.
- TKFD will use the other open stall in the Fire Barn to store vehicle/equipment.
- The Fire Barn will be cleaned at least 2 times a year by TKFD
- 2 year contract possible

Proposal 2

COP sells FD to TKFD

- Annual service fee \$150,000 with an increase each year by the CPI or COLA (whichever is the least)
- Sell the Engine to TKPD
- The Fire Barn remains to belong to the COP
- The Fire Barn will be cleaned at least 2 times a year by TKFD
- The TKFD will keep at least one engine in the COP Fire Barn
- All maintenance/replacement costs will be the responsibility of the TKPD
- The COP will not have to save \$50,000 a year for a new engine
- The engine housed in the COP Fire Barn will have the City of Parchment name put on it.
- The engine housed will be used to attend three parade events: Little League, Homecoming, and Kindleberger, provided the Police Department approves the route.
- The engine housed will be at the Wassailing event.

Below are the additional considerations for future needs if ownership is retained by City of Parchment of vehicles and equipment, with a supplement paid on a per call/hour basis

Following items known to need replacement:

- Mobile Radio - \$3,100
- Portable Radios - \$1,000 each (times three for the vehicle) \$3,000
- Gas Fan - \$4,500
- Battery Electric Fan - \$5,500
- Thermal Imaging Camera - \$8,500
- LED Handlights replaced - \$200 (times four for the vehicle) \$800
- High Rise Pack - \$200
- Carbon Monoxide Monitor - \$250

Following items which will need replacement, but not identified as immediate need:

- Tires – replaced every 10 years \$4,000
- EMS equipment expires every 2-3 years \$25-\$200 per item

Following costs that are typically hidden with manpower being provided by Kalamazoo Township:

- Pump Testing – done by K-Twp Maint.
- Hose Testing – done by K-Twp Maint. & Department
- Small engine repairs (saw, fan, generator doesn't work) – done by K-Twp Maint.
- Ground ladder testing – K-Twp manpower to escort company
- SCBA Bench Testing – K-Twp manpower to escort company
- Annual 3rd party vehicle inspection – K-Twp manpower to transport vehicle
- Investigations of fires
- Building inspections from complaints and for new occupancies

Following costs that are hidden with us providing manpower:

- Training costs both internal and external training
- Salary & part-time hourly along with associated Fringe Benefits

Final considerations:

- Fuel, Oil
- Vehicle & Workman's Comp Insurance
- Uniform replacement
- Turnout gear replacement
- Lengthy calls (exceeding first alarm and exceeding one hour)

Two additional costs that will be incurred – First there is an increased cost to administration to track responses to calls, number of hours spent, invoicing separately for equipment if supplemented with a Per Call/Per Hour basis.

Secondly, costs which cannot be forecast or envisioned which will arise (Increased PPE costs of N-95's during COVID; additional EMS equipment needed with changing state mandates; increased need for Terrorist training following 9/11etc...)

PURCHASE AND SALE AGREEMENT

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

Background

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

Agreement

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

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

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

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

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

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

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

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

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

5. Title and Survey Matters.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Indemnification.

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

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

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

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

15. Default and Remedies.

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

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

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

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

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

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

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

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

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

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

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

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

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

To Seller:

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

To Purchaser:

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

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

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

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

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

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

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

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

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

Indoor and urban farming for the production of vegetable products

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

Signatures on following page

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

SELLER:

CITY OF PARCHMENT,
a Michigan municipal corporation

By: _____
Name: _____
Its: _____

PURCHASER:

PARCHMENT VEGETABLE PRODUCTS, INC.,
a _____ corporation

By: _____
Name: _____
Its: _____

EXHIBIT "A"

THE PROPERTY

Parcel 3906-03-226-040

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

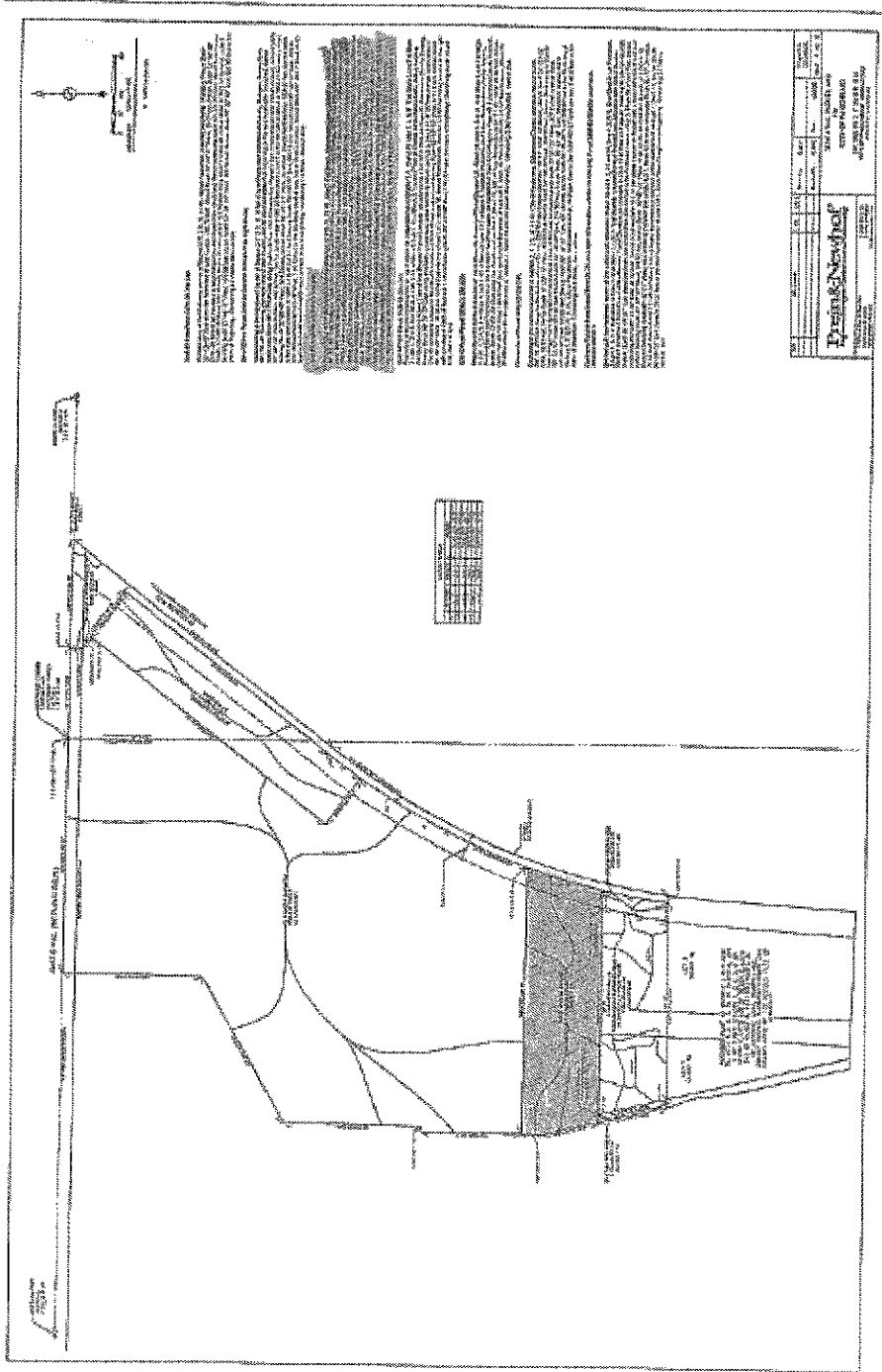


EXHIBIT "B"

PROPERTY INFORMATION

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

EXHIBIT "C"
DECLARATION

DRAFT – SUBJECT TO REVIEW AND DISCUSSION

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

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

Background

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

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

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

Restriction

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

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

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

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

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

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

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

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

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

Signature line on following page

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

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

CITY OF PARCHMENT
a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

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

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

Prepared by and Return to after recording:
Honigman, LLP
Attn.. J. Patrick Lennon, Esq.
650 Trade Centre Way
Suite 200
Kalamazoo, Michigan 49002

EXHIBIT "A" TO RESTRICTIONS

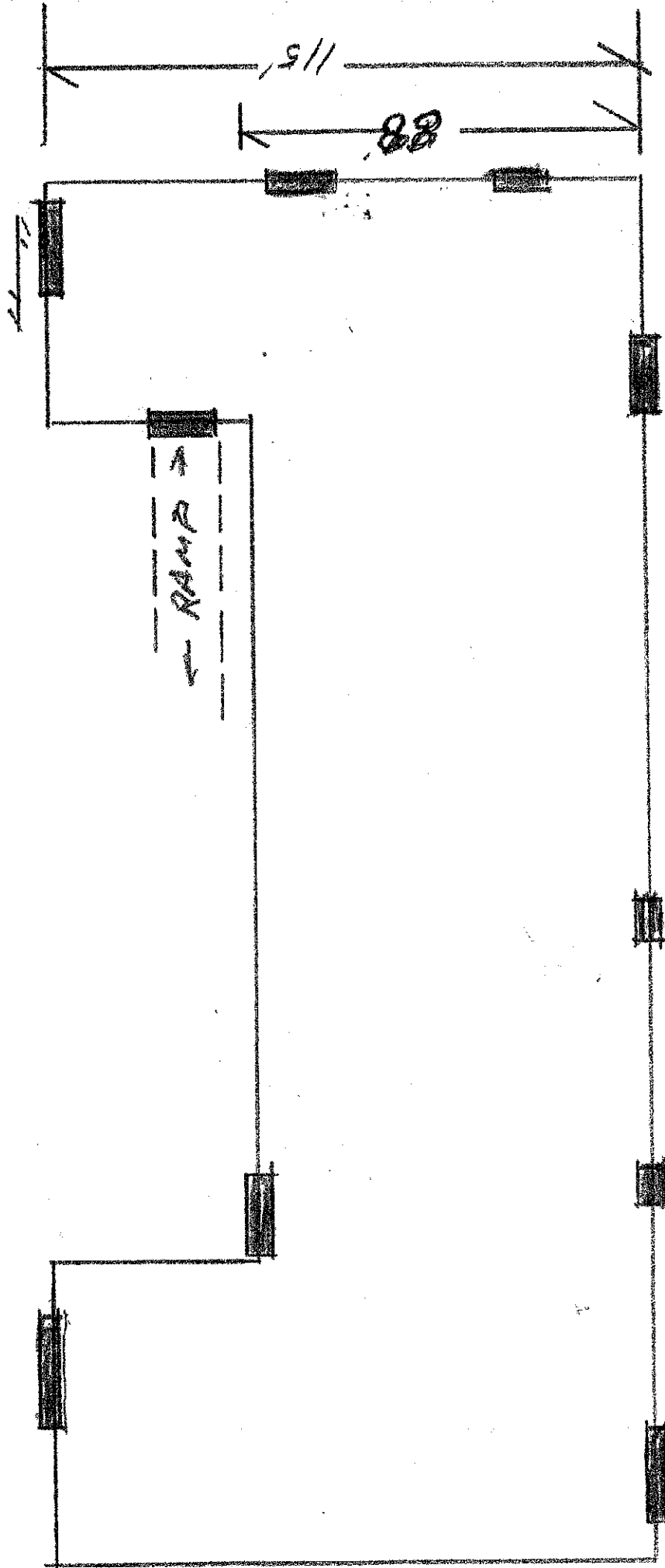
PROPERTY

Parcel 3906-03-226-040

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

EXHIBIT "B" TO RESTRICTIONS

SITE PLAN AND OTHER PLANS AND SPECIFICATIONS



40'

368'

Red Indicates Broken Openings