AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

August 6, 2018
7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan
Commissioner Richard Bagley
Commissioner Doug Fooy
Commissioner Chester Emmons
Commissioner Holly Evans
Commissioner Robert B. Heasley

Officers

City Manager Nancy R. Stoddard
City Attorney Robert Soltis
City Treasurer/Clerk Shannon Stutz

1. **Call to Order**

2. **Roll Call**

3. **Approval of Minutes**
   From the City Commission Regular Meeting Minutes of July 16, 2018

4. **Additions/Changes to the Agenda - Approval**

5. **Citizen Comments – Items ON the Agenda**
   If you wish to comment regarding items ON the agenda, please follow the format below:
   - *Stand at the podium*
   - *State your name and address for the record*
   - *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.*

6. **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. 1366 – receive
   ii. Preliminary YE Financials 6/30/18
   iii. Kindleberger Park Stage Reservation – WM Islamic Center - approval
   iv. Kindleberger Park Stage Reservation – Lynn Minckler – approval

7. **Unfinished Business**

   None.

8. **New Business**

   A. Replacement of Fire Station Windows – approval.
   B. MML Convention – approval.
   C. Water Supply Agreement with City of Kalamazoo - approval

9. **Board and Commission Reports/Minutes**

   A. KATS – Mayor Britigan.

10. **Citizen Comments – Items ON or OFF the Agenda**

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

11. **Mayor and Commissioner Comments**

12. **City Manager Comments**

13. **Adjournment**

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY JULY 16, 2018.

1. **Call to order**

Mayor Britigan called the meeting to order at 7:00 p.m. He led those present in the "Pledge of Allegiance".

2. **Roll Call.**

Present: Mayor Britigan, Vice Mayor Jordan, Commissioners Bagley, Emmons, Evans, Fooy, and R Heasley. City Manager Stoddard, City Treasurer/Clerk Stutz, and City Attorney Soltis.

Absent: Emmons.

Moved by Commissioner Evans, supported by Commissioner Heasley to excuse the absence of Commissioner Emmons. **Motion Carried.**

3. **Minutes**

Moved by Commissioner Heasley, supported by Vice Mayor Jordan to approve the Minutes of the June 18, 2018 Regular Meeting.
Motion Carried.

4. **Additions or changes to the agenda.**

Add 7/21 Kindleberger reservation to consent agenda; add 9.B. KAC report. Moved by Commissioner Heasley, supported by Commissioner Evans to approve the agenda. **Motion carried.**

5. **Citizen Comments – Items ON the Agenda**

None.

6. **Consent Agenda**

A. Moved by Commissioner Heasley, supported by Commissioner Fooy to receive the consent agenda items. **Motion Carried.**

7. **Unfinished Business**

A. Letter to Frontier Developers. Discussed options including that the City's liability insurance already covers this. Commissioner Heasley mentioned this is not something to take lightly as there is potential risk with getting the property back, but it's time for a different approach. Moved by Commissioner Fooy, supported by Commissioner Bagley to instruct Varnum to send the letter to Frontier Partners with a 30 day time limit. **Motion Carried.**

B. Consumers Energy Company Gas Franchise Ordinance - 2nd Reading. Attorney Soltis noted the revised language, saying we "can't go without the franchise". Commissioner Fooy stated there have been no issues in the past and he supports the proposed reading. Moved by Commissioner Heasley, supported by Vice Mayor Jordan to accept for second reading the Consumers Energy Company Gas Franchise Ordinance. **Motion Carried.**

Consumers Energy Company Gas Franchise Ordinance - Adoption. Moved by Commissioner Heasley, supported by Vice Mayor Jordan to approve for final adoption the Consumers Energy Company Gas Franchise Ordinance. Roll call vote was as follows:

Ayes: Britigan, Evans, Fooy, Heasley, Jordan.
Nays: Bagley.
Absent: Emmons.
Abstain: None.

Motion Carried 5-1.

8. **New Business**

A. Republic Waste presentation – Bob DeOrsey. Bob discussed the city's usage – 675 tons of garbage from July 1, 2017 – June 30, 2018 which was 35 fewer tons than the previous year. 132 yard waste bins, and 118 tons of recyclable materials. He explained the "Empty. Clean. Dry." campaign for the new way to recycle, noting people can find it on their website, and he thanked the City and Commissioners for the opportunity to serve them.

B. Image Trend Software Licensing agreement – approval. Per City Manager Stoddard, this services fire departments all across Kalamazoo County and it is the least expensive they found. The current software company is not interested in compliance and the language has already been approved by neighboring communities making the wording unchangeable. She added that we will incur a one time fee of $1244.03 and an annual cost of $1154.51 to support the software. Moved by Commissioner Heasley, supported by Commissioner Evans to approve the Image Trend Software License agreement. Roll call vote was as follows:

Ayes: Bagley, Britigan, Evans, Fooy, Heasley, Jordan.

Nays: None.
Absent: Emmons.
Abstain: None.
Motion Carried 6-0.

9. Standing Board and Committee Reports

A. KATS Policy meeting – Mayor Britigan. The Mayor stated they approved a wage increase, and that they're trying to make it more fair for small communities to get federal dollars. There's a discussion about an SB on ramp and NB off ramp to 131 coming up.

B. KAC update – wonderful festival, great turnout at all events, with BIG thanks to all who volunteered and worked to make it a success!

10. Citizen Comments

None.

11. Mayor and Commissioner Comments

Commissioner Heasley thanked Donn Stowe for his work, and noted a great job by everyone involved with the festival.

Commissioner Evans echoed Commissioner Heasley, saying from her kids' corner she thought it went well.

Commissioner Fooy commended the Commission on movement on the mill property.

Vice Mayor Jordan said he agreed with all that had been said so far, adding special thanks to city staff for their extra hours, that they represented the city very well.

Mayor Britigan thanked volunteers, then he transitioned to the rules regarding yard signs since election season is coming up. He then reported that a public hearing regarding a sewer district in Cooper Township is scheduled for July 17 at Parchment High School.

12. City Manager Comments/Reports

Manager Nancy Stoddard said she really enjoyed her first opportunity to attend the festival, then welcomed citizens to come to her office with any questions or concerns.

13. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Bagley and supported by all to adjourn the meeting at 8:20 p.m.

Shannon Stutz
City Clerk

City of Parchment

Check Register Report

Warrant 1366

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
34685	07/20/2018	SHAWN BICKINGS	Hazmat Tech Class	400.00
34686	07/20/2018	LISA BRANNAN	Props-Festival	196.07
34687	07/20/2018	BS & A SOFTWARE	Utility Billing Training,Softw	4,985.00
34688	07/20/2018	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	258.49
34689	07/20/2018	CONSUMERS ENERGY	Monthly Energy usage	6,464.88
34690	07/20/2018	CORNERSTONE OFFICE SYSTEMS	Copier Contract-7/4 to 8/3/18	133.07
34691	07/20/2018	COUNTY OF KALAMAZOO	Pictometry-Pars 2&3-Final Pmt	600.00
34692	07/20/2018	CONNIE DEAN	Deposit Refund-07/04/18	100.00
34693	07/20/2018	DEVON TITLE AGENCY	UB Overpayment-Halsey/Burnham	15.22
34694	07/20/2018	DEYOUNG LANDSCAPE SERVICE	Treatment #3 - Formal Garden	165.00
34695	07/20/2018	ENGINEERED PROTECTION SYSTEMS	Water Tower-8/1 to 10/31/18	263.52
34696	07/20/2018	HOLLY EVANS	Children's Area Supplies	131.33
34697	07/20/2018	FORD, KRIEKARD, SOLTIS & WISE	General + Police Matters - June	1,775.00
34698	07/20/2018	KATHLEEN FRANZ	Costumes	346.04
34699	07/20/2018	MATT GIRAUD	Concert - 07/29/18	2,500.00
34700	07/20/2018	KEN HOLDA	Props	14.97
34701	07/20/2018	KALAMAZOO AREA BUILDING AUTHOR	2 Prop Inspec-115 Haymac,701 C	110.00
34702	07/20/2018	KALAMAZOO CONCERT BAND	Party for the Park	500.00
34703	07/20/2018	KALAMAZOO OIL CO.	Fule Charges 7/1 to 7/15/18	786.41
34704	07/20/2018	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg	28.74
34705	07/20/2018	MAINTENANCE MASTERS, INC.	Ord Mowing-620 Parchmount	95.00
34706	07/20/2018	DONNA MCKENNA	Costumes	342.02
34707	07/20/2018	MICHIGAN MUNICIPAL RISK	Liab Ins-Gen Fund-1st Pmt	24,714.00
34708	07/20/2018	ALEX NELSON	Set Expenses	115.91
34709	07/20/2018	PRECISION TREE CARE	remove Cherry Tree by path	2,300.00
34710	07/20/2018	PREIN & NEWHOF	SAW Grant-Storm water Amp to 6	32,701.16
34711	07/20/2018	PURITY CYLINDER GASES, INC.	1/4ly Cylinder Rental	45.78
34712	07/20/2018	REPUBLIC SERVICES #249	Spring Bulk Pickup 2018	7,828.38
34713	07/20/2018	SBAM PLAN	Employee & Retiree Ins-August	14,382.89
34714	07/20/2018	SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-June 2018	120.00
34715	07/20/2018	SIGNCRAFTERS	Banner Replace Logos & Date	330.00
34716	07/20/2018	SMALL BUSINESS ADMIN SERVICES	HRA - July	52.50
34717	07/20/2018	SOUTHWESTERN MI EMERGENCY SERV	Boekhoven-Workman's Comp	653.00
34718	07/20/2018	SHANNON STUTZ	Mileage-April,May,June	228.68
34719	07/20/2018	TYLER TECHNOLOGIES, INC.	Annual Maint Fee to 7/31/19	3,315.54
34720	07/20/2018	PHIL VANORMAN	Props	36.63
34721	07/20/2018	JAN WATSON	Misc.	108.90

Kindleberger Park Reservation Form

Area of park to be reserved:

___Sunken Gardens/Gazebo ($200 non-resident/$100 resident)(3-hour block)
($100 deposit required)

✓ Stage ($300 non-resident/$150 resident)(3-hour block)($100 deposit required)

___Lower Softball Field ($25 non-resident, $10 resident)(only available after 7/31)

___Tennis Court 1 ($25 non-resident, $10 resident)(1-hour period)

___Tennis Court 2 ($25 non-resident, $10 resident)(1-hour period)

___Picnic Pavilion 1 ($100 non-resident/$50 resident for 4-hour block)

___Picnic Pavilion 2 ($100 non-resident/$50 resident for 4-hour block)

___Picnic Pavilion 3 ($100 non-resident/$50 resident for 4-hour block)

___Picnic Pavilion 4 ($100 non-resident/$50 resident for 4-hour block)

___Picnic Pavilion 5 ($100 non-resident/$50 resident for 4-hour block)

Name: Saeed Alsaeed West Michigan Islamic Center Phone: 269 7430233

Full Address: 611 Northampton Rd. Kalamazoo, MI 49006

Email: feedback.wmic@gmail.com Alt. Phone: 269 366 6653

Date of Event: Saturday, September 1 2018 Time: 2:00pm - 5p

How many attendees do you anticipate at your event? 300

Will there be music as part of your event? _____

Name of DJ, Musical Performer, Sound Technician: _____

Will there be decorations, rental chairs/tents/tables: Yes

**See park rules on reverse side*

Signature _____ Date 8-2-18

FOR INTERNAL OFFICE USE:

Application received by: PKC Date: 8/2/18

Payment Received: Yes $400.00 Receipt # 11022

APPROVAL

Signature _____ Date _____

Kindleberger Park Reservation Form

Area of park to be reserved:

___Sunken Gardens/Gazebo ($200 non-resident/$100 resident)(3-hour block) ($100 deposit required)

X Stage ($300 non-resident/$150 resident)(3-hour block)($100 deposit required)

___Lower Softball Field ($25 non-resident, $10 resident)(only available after 7/31)

___Tennis Court 1 ($25 non-resident, $10 resident)(1-hour period)

___Tennis Court 2 ($25 non-resident, $10 resident)(1-hour period)

___Picnic Pavilion 1 ($100 non-resident/$50 resident for 4-hour block)

___Picnic Pavilion 2 ($100 non-resident/$50 resident for 4-hour block)

___Picnic Pavilion 3 ($100 non-resident/$50 resident for 4-hour block)

___Picnic Pavilion 4 ($100 non-resident/$50 resident for 4-hour block)

___Picnic Pavilion 5 ($100 non-resident/$50 resident for 4-hour block)

Name: Lynne Minckler Phone: 343-3274

Full Address: 350 Parchmount Ave.

Email: Lynne.minckler@charter.net Alt. Phone: 1-678-773-1618

Date of Event: Sept. 29, 2018 Time: 2:00 – 5:00

How many attendees do you anticipate at your event? About 50

Will there be music as part of your event? Yes

Name of DJ, Musical Performer, Sound Technician: No

Will there be decorations, rental chairs/tents/tables: Yes

*See park rules on reverse side

Lynne Minckler
Signature

7-19-2018
Date

FOR INTERNAL OFFICE USE:

Application received by: Paula Copeland Date: 7/19/18

Payment Received: 250.00 Receipt # 10998

APPROVAL

Signature

Date

MEMORANDUM

To: Nancy Stoddard, City Manager

From: Joe Bonhomme, Director of Public Services

Date: July 24, 2018

Subject: Replacement of Fire Station Windows

IT IS RECOMMENDED

That we hire J & J Paint and Glass to replace the windows in the Fire Station.

BACKGROUND

We budgeted monies this year for the replacement of these windows. We solicited three bids. The price quotes I received are as follows:

J & J Paint and Glass	$10,115.00
Cochran Glass & Door	$13,200.00
West Michigan Glass Concepts	$24,000.00
Amount budgeted	$17,000.00

I have attached a copy of the lowest bid. We have had J & J Paint and Glass do work for us in the past and have been happy with their work.

michigan municipal league

American Planning Association Michigan Chapter
Making Great Communities Happen

2018 Convention

In partnership with Michigan Association of Planning
Sept. 20-22, 2018 – Grand Rapids, Michigan

We're excited!

The Michigan Municipal League (MML) and Michigan Association of Planning (MAP) are joining forces to hold our annual fall conventions—together!—in Grand Rapids, Michigan from September 20 to 22, 2018. For the first time ever, this partner event combines the best of both organizations to present a stellar educational and networking event for our members and friends. Add in our township neighbors and colleagues, and this could be the collaborative community-building event of the year.

Both MAP and MML serve the education and advocacy needs of elected and appointed leaders, and the staff that support them: city managers and administrators, professional planners, and other city, village, and township leaders that make up the teams that work in tandem to create vibrant, successful, and healthy communities.

Since the League and MAP are collaborating on this event, we'll have double the power to bring you more of what you want. Attendees will have more breakout sessions, more topics, and more mobile tours to choose from than ever before. There is something for everyone, from the biggest city or charter township to Michigan's smallest village or rural hamlet.

As an added bonus, the renowned ArtPrize international art competition will be in full swing! Artists from around the world will exhibit their works throughout downtown Grand Rapids—in museums, public parks, restaurants, bridges, and everywhere in between. Last year, 1,512 artists competed for more than $500,000 in prizes.

With that beautiful artistic backdrop, and an obvious synergy between our organizations, we're looking forward to an inspiring event. We hope you'll be part of this once-in-a-lifetime experience!

Sincerely,

Daniel P. Gilmartin

Dan Gilmartin, CEO & Executive Director
Michigan Municipal League

Andrea Brown

Andrea Brown, Executive Director
Michigan Association of Planning

Convention Blog

Convention Blog

Mobile Tours Offer Unique, Interactive Experiences
August 6, 2018

Keynote Speaker to Highlight Value of Inclusivity
July 31, 2018

Have Lunch with a Famous Author!
July 16, 2018

Follow Me On The Web!

The Conversation

WATER SUPPLY AGREEMENT

This Agreement is entered into August _____, 2018 between the City of Kalamazoo ("Kalamazoo"), 241 W. South St., Kalamazoo, MI 49007 and the City of Parchment ("Parchment"), 650 S. Riverview Dr., Parchment, MI 49004, collectively referred to as the "Parties" or individually as a "Party", pursuant to the authority granted them by 1951 Public Act 35, MCL 124.1 et seq. and 1917 Public Act 34, MCL 123.141 et seq.

Recitals

Whereas, the Parchment municipal water system has been found to contain unacceptable levels of per- and polyfluoroalkyl substances (PFAS) which resulted in a State of Emergency being declared by the Lt. Governor of the State of Michigan on July 29, 2018; and

Whereas, Parchment and Kalamazoo share municipal boundaries; and

Whereas, the Kalamazoo municipal water system has the capacity and is available to supply Parchment with potable water;

Now therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other according to the provisions contained within this Agreement and as set forth as follows.

Terms & Conditions

1. Kalamazoo agrees to furnish and Parchment agrees to purchase and take a supply of potable water from Kalamazoo in accordance with the terms and conditions of this Agreement. Said supply of water shall be take place through metered connections located at:

a) East G Avenue at or near the shared city limits of the Parties;

b) Park Ave. and Orient Ave. at or near the shared city limits of the Parties;

c) Spanish Rd. and Virginia Ave. at or near the shared city limits of the Parties

2. Kalamazoo shall provide and install, at the cost and expense of Parchment, the transmission mains, the meters, meter equipment measuring and controlling the said supply of water, and those appurtenances reasonably necessary to establish the above-listed metered connection locations. Such meters, meter equipment, valves and other appurtenances shall at all times be under the control of Kalamazoo. The properly authorized officers agents and representatives of Kalamazoo shall at all times have access to the meters and all of the associated facilities for the purpose of reading the meters and to examine, shut off and test the

Confidential Draft

same to ascertain whether or not they are in good condition and repair and make such repairs as may be necessary, the expense of any and all repairs to be borne by Parchment.

3. Kalamazoo will invoice Parchment on a quarterly basis for the amount of water supplied since the prior billing. Parchment agrees to pay such invoice within 30 days of receipt.

4. The charges for water furnished to Parchment for consumers within its municipal water system shall be at a rate using the utility basis of ratemaking fixed by Kalamazoo ordinance and subject to change by amendment at any time by action of the Kalamazoo City Commission.

5. Parchment agrees to appropriate sufficient funds as may be necessary to pay Kalamazoo for the water furnished under this Agreement. Parchment will be responsible for charging rates and collecting from its customers sufficient funds for the payment of water furnished to it by Kalamazoo.

6. Parchment agrees to maintain and operate, at its sole expense, its municipal water system in a state of good repair and provide a safe water supply throughout its system. Parchment agrees that it will not undertake or permit any action which may cause damage to or impair the integrity or safety of the Kalamazoo municipal water system and agrees that any proposed improvements, extensions, or connections to the Parchment municipal water system during the term of this Agreement will require the written approval of the Kalamazoo Public Service Department Director or his designee.

7. Kalamazoo reserves the right to make inspections of those Parchment municipal water system facilities which may affect the quality of water supplied to it and perform all necessary or required tests. Kalamazoo may adopt any protective or public health measures it deems advisable or desirable for the benefit of its water customers.

8. The water furnished under this Agreement shall be used for solely for supplying consumers of the Parchment municipal water system. Parchment may not permit any water furnished hereunder to be sold or used to supply any individual or entity outside the Parchment municipal water system without the specific approval of Kalamazoo.

9. Kalamazoo shall bear the responsibility for the water being supplied. Parchment shall bear the responsibility for maintaining the municipal water system infrastructure at all points beyond the meter connection locations and within its municipal water system.

10. Kalamazoo will not be responsible in damages for any interruption or failure to supply water and Parchment shall be solely responsible for any damage of any kind, nature and description which may arise as a result of making this Agreement or in the supply of water by

Parchment to customers of its municipal water system; provided however, nothing in this Agreement is to be deemed or interpreted as a waiver by either Party of any immunity it may have from any action in tort claiming damages to person or property.

11. This Agreement shall not be assigned or transferred by either Party.

12. This Agreement shall not be amended, modified or altered by either Party except in writing and upon execution by each Party's authorized representative.

13. The term of this Agreement shall be in force and effect for a period of one year from the date hereof, unless sooner terminated as provided herein.

14. Either Party may, upon 30 days written notice, terminate this Agreement. Termination of this Agreement shall not release Parchment from its obligation to pay for all water supplied in accordance with and during the term of this Agreement.

Authorized Signatures

The authority of the official on behalf of the City of Kalamazoo to execute this agreement as evidenced by the authority of the City Commission given on the _____ day of August, 2018 and reflected in the minutes of said meeting.

The authority of the official on behalf of the City of Parchment to execute this agreement as evidenced by the authority of the City Council given on the _____ day of August, 2018 and reflected in the minutes of said meeting.

CITY OF KALAMAZOO

_____

James K. Ritsema

City Manager

CITY OF PARCHMENT

_____

Robert D. Britigan III

Mayor

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