



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

November 19, 2018

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan

Commissioner Chester Emmons

Commissioner Richard Bagley

Commissioner Holly Evans

Commissioner Doug Fooy

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 November 5, 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. 1373 – receive
- ii. Credit Card Statement - receive
- iii. Kalamazoo Marathon – Borgess Run – approve
- iv. KABA Budget - receive
- v. Financial – Quarterly Reports - receive

7. Unfinished Business

8. New Business

- A. Master Plan of 1994, deem invalid - approve
- B. Lee Adams, Master Planner Contract - approve
- C. BSA Troop 218 Tree Sale recommendation by Planning Commission – approve
- D. Tetra Tech – Hydrogeological Study Contract - approve

9. Board and Commission Reports/Minutes

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.

12. Mayor and Commissioner Comments

13. City Manager Comments

14. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY NOVEMBER 5, 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 Heasley. City Manager Stoddard, City Treasurer/Clerk Stutz, Attorney Soltis.

Absent: None.

3. Minutes

Moved by Commissioner Heasley, supported by Commissioner Emmons to approve the amended Minutes of the October 15, 2018 Regular Meeting.

Motion Carried.

4. Additions or changes to the agenda.

None. Moved by Vice Mayor Jordan, supported by Commissioner Emmons to accept the agenda. **Motion Carried.**

5. Public Hearing - Retail Water Contract with City of Kalamazoo

Mayor Britigan began by expressing the purpose of the public hearing – the Commission’s interest in listening to residents’ thoughts and concerns. He introduced James Baker, Deputy Public Services Director, City of Kalamazoo who then explained what being a “retail customer” of the City of Kalamazoo means. Currently Parchment is a wholesale customer – where only water is bought, and infrastructure is still maintained by Parchment. Retail customer means that operation, repair, maintenance, and distribution are all maintained by the City of Kalamazoo’s water department. Moved by Commissioner Heasley, supported by Commissioner Evans to move to public hearing at 7:10 pm. **Motion Carried.**

Tammy Cooper, 510 Glendale, stated her family had a good experience with Kalamazoo’s water department prior to moving to Parchment; overall she was pleased, and felt the water was safe.

Samuel Hunter, 415 N Riverview, asked what would happen to the City employees if the City went retail.

Amber Adams-Fall, 312 Groveland, had several questions: What happened when other communities went to Kalamazoo’s system? How do the rates compare inside and outside of Kalamazoo? And what happened to the extra money Parchment received from the rate increase?

Mike Conner, 1150 Parchmount, asked the difference between retail “outside” and “equalized” on the information sheet.

Jeremy Bular, 720 Groveland, expressed his support of going retail, saying it was a great idea, and important for his family to have good water.

Larry Followell, 5273 Keyes, didn’t understand the rate increase, said many different people on his block had high bills, and that he doesn’t want to pay more to Kalamazoo.

Cheryl Lyon-Jenness, 294 Glendale, gave her support to the retail idea, noting that the City of Kalamazoo’s water department has the resources to attack problems.

Karen Conner-Beck, 1124 Parchmount, said she supports retail as well. She noted resources, repair and maintenance and said we should take advantage of the opportunity this has given us.

Nicole Parsons, 1109 Parchmount, said she supports retail and that her previous experience with Kalamazoo water was good.

Eugene Frary, 804 Parchmount, wanted to know how do we know that the City of Kalamazoo’s water is any good and how long ago did the City know about PFAS?

Colette Jasiak, 923 Parchmount, stated that she read an MLive article that stated Kalamazoo’s water rated 72 PFAS, so is it safe?

Mike Seals, County Commissioner District 4, fully supports retail as well, adding that Parchment is lucky to be so close and to have gotten safe drinking water within 30 days of the crisis. He thinks there would be less burden on Parchment, with all services coming from the City of Kalamazoo.

Hearing no other comments, Vice Mayor Jordan moved that the Commission close the public hearing at 7:31 pm, with support from Commissioner Heasley. **Motion Carried.**

6. Citizen Comments – Items ON the Agenda
None.

7. Consent Agenda

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

8. Unfinished Business

A. Retail Water Contract with City of Kalamazoo - discussion. City Manager Stoddard and Mayor Britigan answered residents' questions to the best of their ability, with the City Manager noting that other residents would be contacted with specific answers. After other discussion, Commissioner Heasley stated he thought the Commission should instruct the City Manager and Attorney to begin negotiations with the City of Kalamazoo. Vice Mayor Jordan agreed, then added that the cost of legislative mandates from the state regarding lead service lines could not be understated; going retail would relieve us of that burden. Commissioner Fooy praised the City of Kalamazoo for their response to our water crisis, saying that "should make us want to have their water". Commissioner Bagley noted that the only downside that he could foresee would be "another piece of Parchment going away". Mayor Britigan verbalized his desire to keep Parchment's identity on the water tower, as well as having a seat at the table during rate discussions.

Moved by Commissioner Heasley, supported by Commissioner Fooy, to authorize the City Manager to begin negotiations for a long term retail agreement for water with the City of Kalamazoo. **Motion Carried.**

9. New Business

A. Resolution for State Disaster Contingency Fund Grant - approve. City Manager Stoddard explained the need for this resolution in coordination with our grant request to the state for reimbursement for expenses during the water crisis. Moved by Vice Mayor Jordan, supported by Commissioner Evans to approve the State Disaster Contingency Fund Grant Resolution. Roll call vote was as follows:

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

Motion Carried 7-0.

B. Resolution for Richland Township Acceptance into KABA – approve. Resolution Authorizing Richland Township to Join the Kalamazoo Area Building Authority. Commissioner Emmons noted this is a great move, considering the development in Richland Township. Moved by Commissioner Emmons, supported by Commissioner Bagley to approve adding Richland Township into KABA. Roll call vote was as follows:

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

Motion Carried 6-1.

10. Standing Board and Committee Reports

KATS – Mayor Britigan reported that KATS approved pass through monies for a traffic light corridor study in Parchment. CCTA – the Mayor then went on to say that over the next 5 years, stops are going to change in the interest of safety and accessibility – maps are available on their website.

11. Citizen Comments

Mike Conner, 1150 Parchmount, said that if Parchment would be getting money back, he thinks that Cooper should get some of it for sewer hookup.

Larry Followell, 5273 Keyes, wants the City to find the source of the PFAS, noting his health issues.

Tammy Cooper, 510 Glendale, added that she wanted to make sure that people weren't distracted from focusing on the mill. She wondered about recent communication with owners and wants to see the grounds cleaned up.

Amber Adams-Fall, 312 Groveland, asked about the polling place tomorrow, and then asked about water bill discrepancies – are the readings approximate or actual? She asked about whether the monitoring wells were drilled or not.

Nicole Parsons, 1109 Parchmount, thanked the City for increased police presence, then asked for the plans to fix the hydrant at Clarnin and Parchmount.

Mike Seals, County Commissioner, delivered the news that the 911 central dispatch went live on October 30.

Ken Borton, 1102 East G Avenue, asked about when the health forum would be started.

12. Mayor and Commissioner Comments

Commissioner Emmons reminded everyone to vote tomorrow.

Commissioner Bagley thanked all attendees for coming to the meeting, added he wished he saw a crowd like that every meeting.

Commissioner Evans agreed, thanking people for their comments.

Commissioner Fooy explained his no vote on the KABA resolution, saying that maybe it's time he got over his history with them.

Vice Mayor Jordan echoed the thanks to attendees, adding a reminder to vote.

Mayor Britigan reminded commissioners of the MTA annual reception on Thursday Nov 8 at the Four Seasons. He reminded everyone of the change of venue for polling due to the large turnout expected – voting Nov 6 will be at Parchment United Methodist Church from 7 am to 8 pm.

13. City Manager Comments/Reports

Manager Nancy Stoddard reported that KATS federal funding monies were for Riverview and Commerce only. She mentioned 12 new trees planted around the city thanks to the Consumers Energy Tree grant. City Manager Stoddard cited that 4 cases have already been brought to our new Site Plan Consultant, in addition to work on the City's Master Plan. New benches are in Kindleberger Park thanks to the Garden Club. She then said she was happy to answer any questions, and invited any or all to visit her at City Hall with concerns.

14. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Emmons and supported by all to adjourn the meeting at 8:17 p.m.

Shannon Stutz
City Clerk



City of Parchment
Check Register Report
Warrant 1373

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
34941	11/07/2018	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	221.06
34942	11/07/2018	CLEAN EARTH ENVIRONMENTAL	Root Cut & Clean Parchmount	3,503.21
34943	11/07/2018	COMPANION LIFE	Life & AD&D Ins - November	66.50
34945	11/07/2018	CONSUMERS ENERGY	Citywide energy use	5,714.30
34946	11/07/2018	ENGINEERED PROTECTION SYSTEMS	Install of Cellular alarm Systems	643.50
34947	11/07/2018	ETNA SUPPLY	Items for 5410 Collingwood Service line	2,271.10
34948	11/07/2018	MELISSA GARRISON	Gazebo Dep. Refund-10/21/18	100.00
34949	11/07/2018	KAL CO HEALTH & COMMUNITY SERV	HHW-3rd 1/4 2018	202.43
34950	11/07/2018	KALAMAZOO CITY TREASURER	Municipal Sewer-September	4,113.80
34951	11/07/2018	KALAMAZOO COUNTY SHERIFF'S DEP	Water Crisis-KCSO-Overtime	10,943.36
34952	11/07/2018	KALAMAZOO OIL CO.	Fuel Charges 10/1 to 10/15/18	422.60
34953	11/07/2018	METRO ADVANTAGE TITLE	Overpayment of Water-Robert Br	44.27
34954	11/07/2018	MULDER'S NURSERY	12 Assorted Trees	3,534.91

ACCT. NUMBER: XXXX XXXX XXXX 1546

CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	3,618.40	MINIMUM PAYMENT DUE	3,618.40
AVAILABLE CREDIT	21,381.60	PAYMENT DUE DATE	11-20-18

CORPORATE ACCOUNT ACTIVITY

CITY OF PARCHMENT
XXXX-XXXX-XXXX-1546

TOTAL CORPORATE ACTIVITY
\$2,202.99 CR

Post Date	Trans Date	Reference Number	Transaction Description	Amount
10-22	10-22		AUTO PAYMENT DEDUCTION	2,202.99 CR

INDIVIDUAL CARDHOLDER ACTIVITY

PHIL WOLTHUIS
XXXX-XXXX-XXXX-1793

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$163.03	\$0.00	\$163.03

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
10-11	10-10	75456678283900013500015	WOLVERINE LAWN MAINT KALAMAZOO MI		99.45
10-25	10-23	05436848297100096582520	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		63.58

BILL CAHILL
XXXX-XXXX-XXXX-1801

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$664.07	\$0.00	\$664.07

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
10-03	10-02	55546508275286794700013	EXTREME POWER EQUIPMEN KALAMAZOO MI		20.97
10-04	10-02	05436848276100081859357	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		11.70
10-04	10-02	85179248276700609003663	ONE WAY PRODUCTS 269-343-3772 MI		124.72
10-08	10-05	05436848279100096582520	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		15.84
10-15	10-12	05436848286100100067311	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		6.41
10-15	10-12	55432868286200994960519	PURITY CYLINDER GASES KALAMAZOO MI		484.43

CAMRON J BOEKHOVEN
XXXX-XXXX-XXXX-9114

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$71.93	\$0.00	\$71.93

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
10-16	10-15	55546508288286794600010	EXTREME POWER EQUIPMEN KALAMAZOO MI		24.97
10-18	10-17	55546508290286794800020	EXTREME POWER EQUIPMEN KALAMAZOO MI		20.97
10-25	10-24	55453708298042000038908	ADVANCE AUTO PARTS #17 KALAMAZOO MI		25.99

SHANNON STUTZ
XXXX-XXXX-XXXX-0473

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$2,434.12	\$0.00	\$2,434.12

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
09-27	09-26	05410198269105244590467	QUILL CORPORATION 800-982-3400 SC		177.15
09-28	09-27	55480778270083097376068	TDS METROCOM 8665716662 WI		652.46
10-02	10-02	55432868275200777516606	VZWRLSS*APOCC VISB 800-922-0204 FL		80.02
10-03	10-03	55432868276200940166403	CHARTER COMM 888-438-2427 MO		144.78
10-04	10-03	55547508277034325948157	B AND W CHARTERS 2693454222 MI		300.00
10-08	10-07	55429508280637313966367	PIXELVINE 8007340751 MI		71.25
10-08	10-05	85138508278900010446940	LAKE MICHIGAN MAILERS 269-3839333 MI		843.49
10-15	10-13	55429508286637578980735	PIXELVINE 8007340751 MI		65.00
10-19	10-19	55432868292200204972397	CHARTER COMM 888-438-2427 MO		99.97

JOE BONHOMME
XXXX-XXXX-XXXX-8069

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$285.25	\$0.00	\$285.25

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
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ACCT. NUMBER: XXXX XXXX XXXX 1546			
CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	3,618.40	MINIMUM PAYMENT DUE	3,618.40
AVAILABLE CREDIT	21,381.60	PAYMENT DUE DATE	11-20-18

INDIVIDUAL CARDHOLDER ACTIVITY				
09-27	09-26	55432868269200595779897	AMZN MKTP US*MT6RW9XV2 AMZN.COM/BILL WA	195.00
10-15	10-12	75337008286478100495102	THE CURE SAFETY 4025538816 NE	40.35
10-15	10-12	75337008286388600137643	GLOVE WORLD 6104616100 PA	49.90



Kalamazoo Area Building Authority

www.kaba-mi.org

2322 Nazareth Road, Kalamazoo, MI 49048

Phone: 269-216-9511 Fax: 269-250-9078

Malwine@kaba-mi.org

11/15/2018

To All Member Municipalities,

Greetings, as you may recall, last year the KABA board approved a 2018 budget that I presented to you for approval. This budget included an annual operating deficit of \$127,235.63. This would have exhausted our retained earnings and subsequently, in accordance with the KABA Interlocal Agreement, the Board directed me to request a total contribution, distributed accordingly among the member municipalities of \$10,000.00 to supplement the budget and carry KABA into 2019.

As of November 1, 2018 KABA met its total projected 2018 revenue, and actually exceeded it by approximately \$1,000.00. I am pleased to inform you that it will not be necessary for KABA to ask you provide these contributions to our 2018 Budget.

I am also pleased to announce that due to the membership of Pine Grove Township in July of 2018 and the upcoming membership of Richland Township in January 2019, the Budget approved by the KABA board for 2019 includes a profit of \$11,813.91, with a proposed beginning retained earnings balance of \$45,964.47 and ending balance of \$57,778.38.

I am asking for your consideration and approval of the attached 2019 KABA Budget approved by the KABA Board on 11/8/2018.

I speak on behalf of the entire KABA board and staff when I say that we are grateful for the support we have received from each member municipality. We look forward to serving our current and future members moving into 2019.

Respectfully,

Mike Alwine

Building Official

Kalamazoo Area Building Authority

**KALAMAZOO AREA BUILDING AUTHORITY
AMENDED 2019 BUDGET**

Approved by Board: November 8, 2018

INCOME		2019
4010	BUILDING PERMITS	279,432.00
4015	SPECIAL PERMITS	5,882.00
2020	ELECTRICAL PERMITS	90,240.00
4030	MECHANICAL PERMITS	92,190.00
4040	PLUMBING PERMITS	50,815.00
4090	ORDINANCE ENFORCEMENT	0.00
4600	INVESTMENT INCOME	120.00
Subtotal Income		<u>518,679.00</u>
	RETAINED EARNINGS	45,964.47
TOTAL INCOME		<u>564,643.47</u>
EXPENSE		
6010	ADVERTISING & MARKETING	2,000.00
6200	BANK FEES	200.00
6450	DUES & SUBSCRIPTIONS	575.00
6501, 03, 05	PAYROLL - WAGES	228,992.40
6510	PAYROLL TAXES	17,805.56
6511	LIFE/AD&D/STD/LTD	4,479.66
6512	401(a)	13,911.14
6513	HEALTH INSURANCE	30,188.19
6700	GENERAL INSURANCE	9,514.12
6800	LEGAL FEES	20,000.00
6810	COMPUTER SUPPORT (EXTERNAL)	10,739.76
6820	ACCOUNTING SERVICES	11,429.00
7100	OFFICE EQUIPMENT	5,603.88
7110	OFFICE SUPPLIES	3,800.00
7115	POSTAGE	1,000.00
7125	COMPUTER (HARDWARE/SOFTWARE)	2,635.50
7130	RESOURCE MATERIALS	1,000.00
7400	RENT EXPENSE	26,580.00
7420	LAWN CARE/SNOW REMOVAL	2,484.00
7450	MAINTENANCE & REPAIRS - OFFICE	3,000.00
7500	UTILITIES	3,540.00
7550	TRASH REMOVAL	480.00
7600	SECURITY (OFFICE)	539.88
7610	TELEPHONE - OFFICE	6,480.00
7611	TELEPHONE - CELLULAR	1,776.00
7700	BUILDING BOARD OF APPEALS	375.00
7701	AT-LARGE/ALTERNATE BOARD MEMBER	1,200.00
7711	CONTRACTED ELECTRICAL INSPECTOR	35,934.00
7712	CONTRACTED MECHANICAL INSPECTOR	26,602.00
7713	CONTRACTED PLUMBING INSPECTOR	22,100.00
7714	CONTRACTED ORDINANCE ENFORCEMENT	-
7800	MILEAGE REIMBURSEMENT	9,100.00
7810	TRAINING EXPENSE	800.00
7999	MISC	2,000.00
TOTAL EXPENSE		<u>506,865.09</u>
NET POSITION		57,778.38

**KALAMAZOO
MARATHON**

BORGESS

Run for the Health of It!



November 1, 2018

City Manager
City of Parchment
650 S. Riverview Dr.
Parchment, MI 49004

Dear City Manager:

I am writing on behalf of the Borgess Run for the Health of It to request your authorization to use Parchment city streets from 8 a.m. through 3 p.m. on Sunday, May 5, 2019.

In this, the 40th year of the Borgess Run, we're including the following races in the lineup: Marathon, Half Marathon, 10K and 5K. Enclosed are copies of the course maps for your reference. All courses will remain the same as last year through Parchment.

We would appreciate your approval, in writing, at your earliest convenience so that we may proceed with plans. We'd be happy to meet with the city commission if you think it would be beneficial.

Should you require additional information, please don't hesitate to contact us at 345-1913. Thank you for your cooperation and support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Blaine Lam', written over the word 'Sincerely,'.

Blaine Lam, Coordinator
Borgess Run for the Health of It
261 E. Kalamazoo Ave., Suite L400
Kalamazoo, MI 49007
BlaineL@Lamcreative.com

Enclosures

MEMORANDUM

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

From: Planning Commission

Date: November 19, 2018

Re: Deeming 1994 Master Plan Invalid

Recommended Motion

It is moved that the City Commission approve the deeming of the 1994 Master Plan for the City of Parchment invalid.

As the Planning Commission prepares to make a new Master Plan for the City of Parchment, it is necessary to invalidate the Master Plan from 1994. Once the former Master Plan is invalidated, the Parchment Planning Commission may move forward with the work on the new Master Plan.

Robert D. Britigan III, Mayor

Shannon Stutz, Clerk/Treasurer

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PARCHMENT
AND THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

THIS CONTRACT is made and entered into this ___ day of _____, 2018, between the City of Parchment, 650 South Riverview Drive, Parchment, MI 49004 (hereinafter referred to as the "City"), and The Southcentral Michigan Planning Council, 300 South Westnedge Avenue, Kalamazoo, MI 49007 (hereinafter referred to as the "SMPC").

WHEREAS, the City is required to review and update its Master Plan quinquennially (every five years); and

WHEREAS, the City has not prepared a Master Plan since 1994; and

WHEREAS, the City Council and the City Planning Commission have a desire to prepare a new plan; and

WHEREAS, the City does not have the required staff to update its Master Plan without entering in a contract for services; and

WHEREAS, the City did not find a qualified for-profit firm to conduct the work within its budget constraints; and

WHEREAS, the City finds the fees proposed by SMPC to be acceptable and reasonable; and

WHEREAS, SMPC has the expertise to assist the City in updating the City's Master Plan.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, the parties agree as follows:

SECTION I. SMPC DUTIES

SMPC agrees to perform the following duties:

1. As directed and approved by the City Planning Commission and limited by this contract, provide an update to the City Master Plan as proposed. Appendix A contains a copy of the proposal supplied to the City.
2. If the City is unable, draft all public notices and affidavits for the City's use in meeting State Statutes for a Master Plan.
3. Attend, one meeting/public hearing of the City Planning Commission to present the draft Master Plan and one meeting/public hearing of the City Board to present the Master Plan for adoption. SMPC staff will not make further efforts, or conduct additional meetings, to receive public input without prior approval of the Planning Commission.

4. Maintain regular communications with the Planning Commission through the City Manager.
5. Send the City Manager Master Plan draft versions of the chapters and graphics/maps as they are prepared for review.
6. Prepare draft Master Plan, a compilation of draft chapters and graphics/maps reviewed by the Planning Commission, and present same to the Planning Commission at the public hearing identified above.
7. Submit invoices for duties performed as part of this contract in a timely manner. Submit invoices based on the tasks outline in Appendix A. The compensation rate is detailed in Section III.
8. Provide electronic copies of the adopted Master Plan document and associated mapping/graphics to the Planning Commission. The Plan shall be provided in an editable Microsoft Office version and a pdf version.

SECTION II: THE CITY'S DUTIES

The City agrees to perform the following duties:

1. Authorize SMPC to conduct work related to the preparation of the City Master Plan.
2. Maintain regular communications with SMPC staff.
3. Review draft plan language and graphics/maps in a timely manner and provide comments to SMPC.
4. Provide SMPC with, or facilitate the acquisition of, information on an as-needed basis.
5. Complete all public notices and affidavits for a master plan, as required by state statute.
6. Secure a meeting place for the Planning Commission and City Commission public hearings on the Master Plan.
7. Reimburse SMPC for duties performed as part of this contract in a timely manner. The compensation rate is detailed in Section III.
8. Distribute copies of the Master Plan as prepared by SMPC to members of the Planning Commission and City Board prior to respective public hearings.

9. Ensure that a for-profit firm is not able to complete the duties Section I at a rate consistent with the City's budget.

SECTION III: COMPENSATION

SMPC shall be compensated for expenses associated with duties performed as part of this contract. Total compensation shall be a fixed fee of \$7,750. A breakdown of fee components is found in the proposal included in Appendix A.

SECTION IV: RECOMMENDATIONS

The recommendations expressed by SMPC staff as part of this contract are not legally binding and subject to the approval of the local governing body. Furthermore, all recommendations will coincide with current State of Michigan planning and zoning enabling legislation (PA 33 of 2008).

SECTION IV: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

The following duties and responsibilities apply equally to SMPC and the City unless the language of the provision clearly indicates that it applies only to SMPC or the City.

1. **INDEMNITY.** SMPC agrees to indemnify and hold harmless (to the extent of the liability which SMPC assumes under Section IV, Paragraph 1 of this contract) the City, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of SMPC, its agents, employees, officers, or representatives, in performing this contract. The City agrees to indemnify and hold harmless SMPC, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the City, its agents, employees, officers, contracting consultants, or representatives, in performing this contract; provided that nothing herein contained in this Contract constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to the City and its agents, employees, officers or representatives by common law, statute or court decision.

2. **ASSURANCES AGAINST DISCRIMINATION.** SMPC assures that it shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, creed, color, religion, national origin or ancestry, gender, age, marital status, height, weight or disability/handicap unrelated to the person's ability to perform the duties of a particular job or position. Breach of this provision shall constitute a material breach of this Contract and authorizes the City to, in its sole discretion, immediately terminate this Contract.

3. DISPUTE RESOLUTION. In the event a dispute arises between the City and SMPC concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. The City and SMPC agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties held their final meeting to resolve the dispute. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY SMPC OR CITY THAT ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.

4. RELATIONSHIP BETWEEN THE PARTIES. This Contract shall not be construed to establish any employer/employee, master/servant, or principal/agent, relationship between the City and SMPC.

5. AMENDMENTS. Changes to this Contract will only be valid if they are in writing and signed by SMPC and the City.

6. NOTICES. Any Notice/Communication required, or permitted, under this Contract from one party to another, including SMPC's request for assistance from City personnel/officials in carrying out Consultant's duties under this Contract, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice or communication to the other Party or if the Party sends the Notice/Communication through first class mail to the other Party. The Parties agree that Notices and Communications should be sent to the Parties at the following addresses:

SMPC:
Lee Adams, Director
300 South Westnedge Avenue
Kalamazoo, MI 49007
(269) 385-0409

CITY:
Nancy Stoddard, City Manager
650 S. Riverview Drive
Parchment, MI 49004
(269) 345-5441

7. SEVERABILITY. If a court of competent jurisdiction declares any part, portion or provision of this Contract invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of this Contract shall remain in full force and effect.

8. ENTIRE CONTRACT. This Contract constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Contract, and no modification or revision to the Contract shall have any force and effect unless it complies with the provisions of Paragraph 7, SECTION IV of this CONTRACT. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

9. HEADINGS. The Titles of the Sections and Paragraphs of this Contract are provided for reference purposes only. If any discrepancy or disagreement exists between a Title and the text of the section or paragraph, the text shall control.

10. SIGNATURES. The individual or officer who signs this Contract certifies through his/her signature that he/she is authorized to sign this Contract on behalf of the entity that he/she represents.

11. GOVERNING LAW. This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Branch, Calhoun, Kalamazoo and St. Joseph Counties, Michigan.

SIGNATURE SECTION

For: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

By: _____ Date:
*Vince Carahaly

Its: Chairperson

For: CITY OF PARCHMENT

By: _____ Date:
* Nancy Stoddard

Its: Manager

Appendix A



Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007
Phone: (269) 385-0409 · Fax: (269) 343-3308 · Email: info@smpcregion3.org

Proposal for the City of Parchment Master Plan Update

Introduction

City of Parchment is contemplating an update rewrite of the existing master plan. The Southcentral Michigan Planning Council (SMPC) is pleased to offer its planning services to assist the City as it updates its master plan. SMPC has the experience and knowledge to provide the City with a high-quality plan update; SMPC has trained planners, GIS professionals, data analysts, regional economists, and librarians available to help complete the City's master plan update.

Project Team

Lee Adams, Director of SMPC, will serve as the main point of contact and lead planner for this project. Lee has a Master's of Urban and Regional Planning from the University of Michigan and will draw upon his experience serving local units of government as Director of SMPC as well as his experience working for a local unit of government. Assisting Lee on this project are Patrick Hudson, Marie Holler and Brian Pittelko. *Patrick Hudson*, AICP, CFM, CZA, will serve as the principal planner on this project; Patrick has thirty-eight years of experience in community planning and zoning. *Marie Holler* will serve as GIS Analyst on this project; Marie has a broad range of mapping experiences including performing GIS work for universities, research institutions, and various forms of government. *Brian Pittelko* will serve as the Data Analyst; Brian has gathered data for hundreds of projects and analyzed data for various studies, papers, and plans. Resumes or CV's are available for each project team member upon request.

Methodology

Traditionally, we will follow the methodology below, but we will work with the City to establish the type of methodology desired for this project.

1. Develop and implement a public outreach strategy. *Months one through 12.*
 - a. Develop and implement a public outreach strategy based on the needs of the City and the requirements set forth in the Michigan Planning Enabling Act.
 - b. *Cost: \$200-500 – City staff may decrease its costs by completing some of the clerical tasks required to update a master plan (notices, postings, transmittal to various authorities, etc).*

2. Survey the local citizenry, if needed/desired. *Months two through five (may delay other work on the master plan).*
 - a. SMPC Staff will develop and coordinate a survey of the local citizenry to help gain an understanding of the desires of City residents.
 - b. *Cost: \$1,000 – not required but recommended.*
3. Review the current master plan with the City Planning Commission. *Months one and two.*
 - a. SMPC Staff will review the plan and create recommendations for modernization and improvements at a planning commission meeting.
 - b. Determine which sections of the previous master plan will remain enact, be amended, be overhauled, or be removed.
 - c. Determine if additional sections are needed based on the Michigan Planning Enabling Act.
 - d. *Cost: \$500*
4. Conduct strategic planning. *Months four through six (will occur later if survey is conducted).*
 - a. The master plan outlines the strategic future of the City. As such, strategic planning is an important step in the master planning process.
 - b. The goals, objectives, policies, and implementation strategies are based on the City's vision for its future physical environment.
 - c. *Cost: \$1,000*
5. Write and present individual chapters of the master plan. *Months four through 10.*
 - a. SMPC staff will draft the individual chapters and elements required by the Michigan Planning Enabling Act and desired by the City. SMPC staff will then present the chapters to the planning commission for feedback.
 - b. *Cost: \$4,000*
6. Finalize the Plan. *Months 11 and 12.*
 - a. Develop and present a format and design for the plan.
 - b. Incorporate feedback from the planning commission on the overall plan.
 - c. Conduct final edits to the plan.
 - d. *Cost: \$750*

Items needed from the City to conduct the update:

- Electronic version of the previous master plan
- Parcel information (if not in the possession of the City, then permission to retrieve it from the County)
- Any recently completed surveys or strategic planning documents
- Existing zoning map and code
- Other items as determined through the planning process

Timeline

	Month 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11	Mo 12
Review Plan	■	■										
Required Steps	■	■										
Survey Work		■	■	■	■							
Strategic Planning				■	■	■						
Write Chapters				■	■	■	■	■	■	■		
Finalize Plan											■	■

Cost

The cost to complete the master plan update will range between **\$6,450 and \$7,750**. Costs are itemized below:

1. Develop and implement a public outreach plan - **\$200-500** (City can complete some of the work)
2. Survey the local citizenry, if needed/desired - **\$1,000** (not required but recommended)
3. Review the current master plan with the Planning Commission - **\$500**
4. Conduct strategic planning - **\$1,000**
5. Write and present individual chapters of the master plan - **\$4,000**
6. Finalize and distribute the Plan - **\$750**

The estimated cost of the project will depend on the city’s ability to take on some of the work and the desire to conduct a survey. Nonetheless, the cost will not exceed **\$7,750**. Without the survey and strategic planning work, the cost will not exceed **\$6,450**. The project should take no longer than 12 months to complete, depending on the availability and workload of staff when the project is initiated.

Respectfully submitted,

Lee Adams, Director
Southcentral Michigan Planning Council

MEMORANDUM

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

From: Planning Commission

Date: November 19, 2018

Re: Boy Scout Troup 218 Tree Sale

Recommended Motion

It is moved that the City Commission approve the request for the Boy Scout Troup 218 Tree Sale.

The Planning Commission recommends that the Boy Scouts from Troup 218 be allowed to sell trees in the parking lot of Harding's Market. The sale will be out of the back of a trailer instead of trees being placed on the ground. No honor system of payment will be used this year. Boy Scouts and leaders will be present during the time of the sale on weekends, November 23 – December 24.



OCT 29 2018
RECEIVED

650 S. Riverview Drive • Parchment, Michigan 49004
(616) 349-3785

Application for Variance From Ordinance No. 155 (Zoning Ordinance)

NAME: Steve Moskalik BSA Troop 218

ADDRESS: 7220 N. Riverview Dr

PHONE: 269 665 0246

Dates: Nov. 23 - Dec. 24

1. Street address, Legal description (plat & lot or metes & bounds) and tax id number of property

618 N. Riverview Dr
Parchment, MI
49004

TAX ID
381296852

2. Are there any restrictions which encumber the property -i.e. deed or plat restrictions, easements, contracts, etc.

None

3. Applicants interest in the property (titleholder, land contract holder etc.) If owner is other than the applicant please give owners name and address.

Temp. Tree Sales Location

4. If not the titleholder, does the titleholder approve the application?
Title holder's signature must be on form. *yes*

- [Signature]*
5. Present zoning classification

Commercial

6. A.) Present use of Property

Parking Lot

- B.) Proposed use of Property if different then Present Use

Temp. Tree Sales (christmas) Display

7. Nature of the Variance Requested

- a. Section number(s) of Zoning Ordinance for which variance is being requested:

- b. Description of variance being requested. Please be specific.

- c. Attach a detailed lot diagram which shows size, location, present and/or proposed improvements. Include dimensions for lot and all buildings, setbacks, etc.
Minimum 8 1/2" x 11"

8. Describe why you feel you cannot comply with the Ordinance as currently written. Be as specific as possible.

BSA has no property to present
Trees.

9. Applicant must demonstrate practical difficulties or undue hardship that you feel justify the granting of the variance. Please review the instruction sheet for an explanation of practical difficulties or undue hardship. An inconvenience is not considered a practical difficulty.

Handings lot provides the safety of
Lighting, parking and (snow and ice)
Control of weather buildup. BSA
Cannot offer any of these things.

I hereby grant the Zoning Board of Appeals permission to conduct a site visit to the above-described property. I or my representative will be at the Zoning Board of Appeals meeting to answer any questions the Board might have.

Signature: Parking Lot open Date: to visit

Permission of Title Holder (if different than applicant)

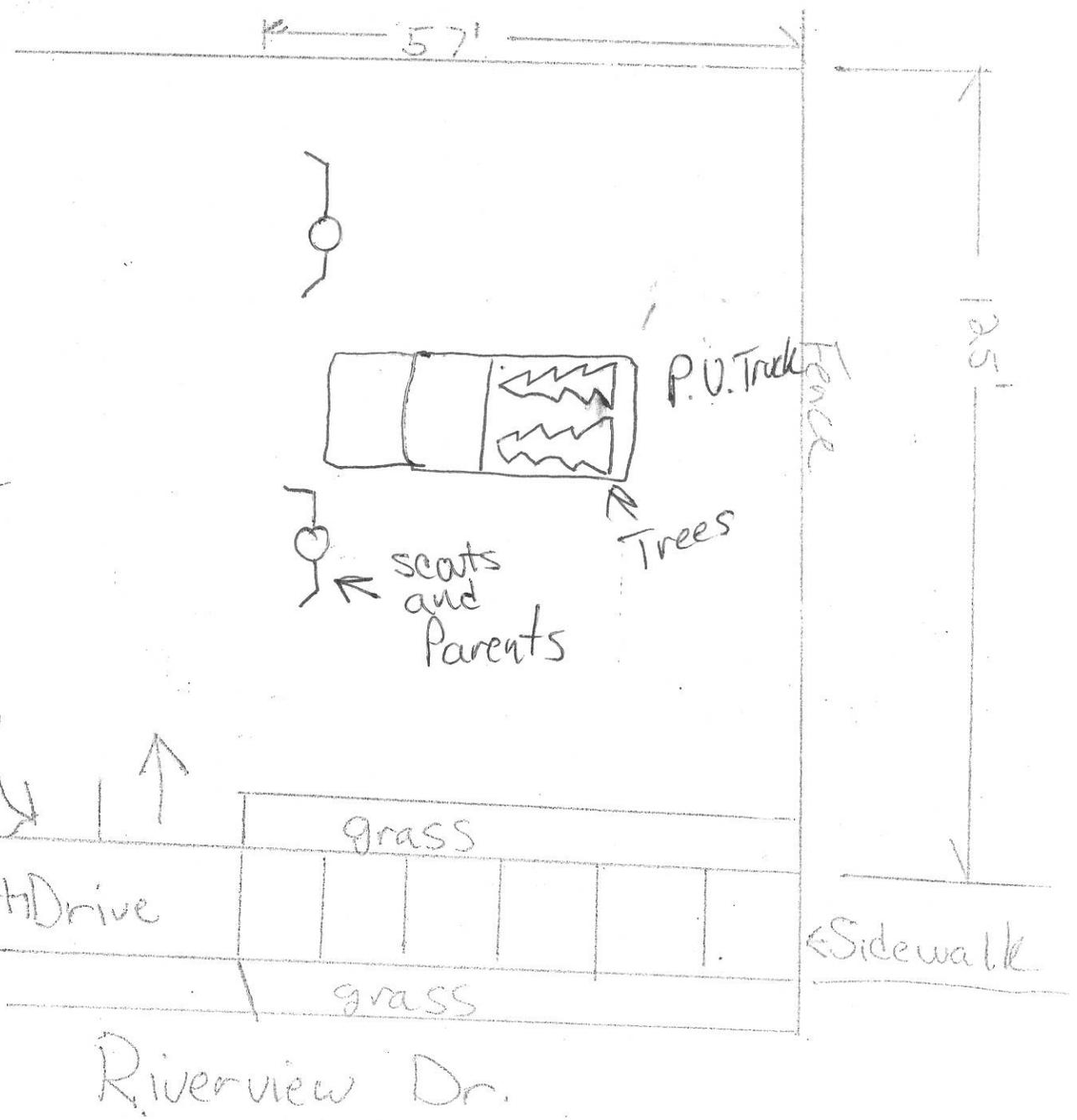
I See page 1 as titleholder of the property named above do hereby approve of this application for a variance. I hereby grant permission for a site visit to the property.

Signature: Parking Lot open Date: to visit

Fri, Sat, Sunday Sales only

NO Structures
Trees in Truck removed Nightly

Foundings
Park Lot



**LICENSE AGREEMENT TO TAKE BORING SAMPLES AND INSTALL
MONITORING WELLS ON PARCHMENT PROPERTY**

THIS AGREEMENT made as of the _____ day of _____, 2018, by and between the City of Parchment ("City"), a Home Rule City, whose address is 650 South Riverview Drive, Parchment, MI 49004; and Tetra Tech, Inc. ("Tetra Tech"), whose address is 710 Avis Drive, Suite 1, Ann Arbor, MI 48108, is as follows:

RECITALS

WHEREAS, PFAS has been documented in the City of Parchment water supply; and

WHEREAS, Georgia Pacific, Inc., has agreed with the MDEQ to take soil borings and install monitoring wells for the purpose of sampling the ground water; and

WHEREAS, Georgia Pacific, Inc., has hired Tetra Tech to take soil borings and install monitoring wells to help determine the origin and the amount of PFAS in the aquifer serving the City of Parchment water supply; and

WHEREAS, Tetra Tech wishes to obtain permission from the City to take soil borings and to install monitoring wells on City property; and

WHEREAS, the City is willing to permit Tetra Tech to take soil borings and install monitoring wells on City property subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and the Agreement itself, IT IS HEREBY AGREED, for good and valuable consideration, the receipt of which is acknowledged:

1. License. The City grants Tetra Tech, its employees and representatives ("Tetra Tech") a license to enter the premises up to four (4) times until December 31, 2019, to take soil borings and install monitoring wells on City property at locations set forth on the map attached hereto and incorporated as Exhibits A and B. Tetra Tech shall give the City Manager or Clerk 24 hours' notice before entering the site to perform the work identified herein. Tetra Tech shall not acquire any rights to ownership or occupancy of the City property set forth in Exhibit A except as set forth herein. The costs of taking and sampling soil borings, installing, operating, testing, maintenance, repair and removal of all monitoring wells and associated equipment shall be borne solely by Tetra Tech and without cost whatsoever to the City.

2. Compliance with MDEQ Approved Plan. All work performed including, but not limited to, soil borings and installing monitoring wells as well as collection of and storage of soil samples shall comply with the MDEQ Approved Plan.

3. Storage, Removal and Disposal of Ground Water Samples. Ground water samples taken from monitoring wells set forth in Exhibit A shall be caught in a basin/tub that will also be used to rinse the drilling rods. Water shall then be pumped into 55 gallon drums clearly indicating the nature of its contents and labeled with Tetra Tech's name, address and phone number and promptly removed each day from the site until they have been tested and moved to an authorized waste facility. There shall be no cleaning of any drilling or other associated equipment at the hydrant or anywhere else on City property.

4. Storage, Removal and Disposal of Soil Samples. Soil samples shall be collected into big, long, plastic bags for containment and promptly removed from the site and disposed at an authorized waste facility.

5. No Storage of Equipment Onsite. No equipment shall be stored on the premises at any time when not in use.

6. Abandonment of Monitoring Wells. When the monitoring wells are no longer needed, Tetra Tech shall abandon them in accordance with the regulations under Part 127 of 1978 PA 368.

7. Meters. A metered RPZ (backflow preventer) shall be installed at all hydrants involved in connection with each monitoring well to determine the amount of City water used in conjunction with each well. All meters shall be installed at Tetra Tech's sole cost and expense. Tetra Tech shall reimburse the City for usage of water drawn from the City water system within 30 days of being billed by the City.

8. Testing Results. Tetra Tech shall promptly share with the City test results for all soil borings and ground water taken from the test wells and site.

9. Term. This Agreement shall be for a period from _____ to _____.

10. Insurance. Tetra Tech shall maintain liability insurance at all times in an amount satisfactory to the City during the term of this Agreement. The City shall be an additional named insured on Tetra Tech's liability insurance.

11. Non-Employees of City. Employees and representatives of Tetra Tech are not employees of the City nor independent contractors of the City and shall not represent themselves as employees, agents or representatives of the City.

12. Indemnity. Tetra Tech agrees to indemnify and hold harmless the City, the City Commission and all City officials, employees, agents and/or representatives from any and all claims, lawsuits, demands and actions, including costs of litigation and actual attorney's fees, of any kind or nature, by reason of Tetra Tech's use or maintenance of the premises taking soil borings and drilling, installing, operating, maintaining and removing testing wells or disposal of ground water or soil samples, including where an allegation of joint liability is made or found.

13. Revocation. In the event of any breach of this License Agreement or any Federal, State, County or local law or regulation, the City may terminate this Agreement upon 30 days' notice except in the case of emergency, as determined in the sole discretion of the City, immediately upon notice to Tetra Tech.

14. Renewal. This Agreement may be renewed on such terms and conditions as are agreed upon by the parties. Tetra Tech shall give the City notice 30 days before the end of this Agreement of its intent to renew.

15. No Assignment. Tetra Tech understands that this Agreement may not be assigned, transferred or otherwise conveyed to any party without the prior written consent of the Parchment City Commission.

16. Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by facsimile transmission or by first-class mail, postage prepaid, to the address of the parties as set forth below, or such other address as shall be furnished by the respective parties after the execution of this contract:

CITY: City Clerk
City of Parchment
650 South Riverview Drive
Parchment, MI 49004

TETRA TECH: Tetra Tech, Inc.
710 Avis Drive, Suite 1
Ann Arbor, MI 48108

17. Non-Modification. This Agreement may not be modified except in writing signed by all parties. Any purported oral modification by practice shall be deemed null, void and of no force and effect.

18. Severability. Should any term, provision, clause, or part of this contract be held void, illegal or unenforceable by a court of competent jurisdiction, such holding shall only affect that term, provision, clause or part held void, illegal or unenforceable and shall

not affect in any way the validity or enforceability of any term, provision, clause or part of this contract.

19. Integration Clause. This contract contains the entire agreement and understanding of the parties in respect to the subject matter of this contract shall be deemed fully integrated.

20. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

21. Effective Date. This contract shall take force and effect on _____, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSED BY:

CITY OF PARCHMENT

By: Robert D. Britigan
Its: Mayor

WITNESSED BY:

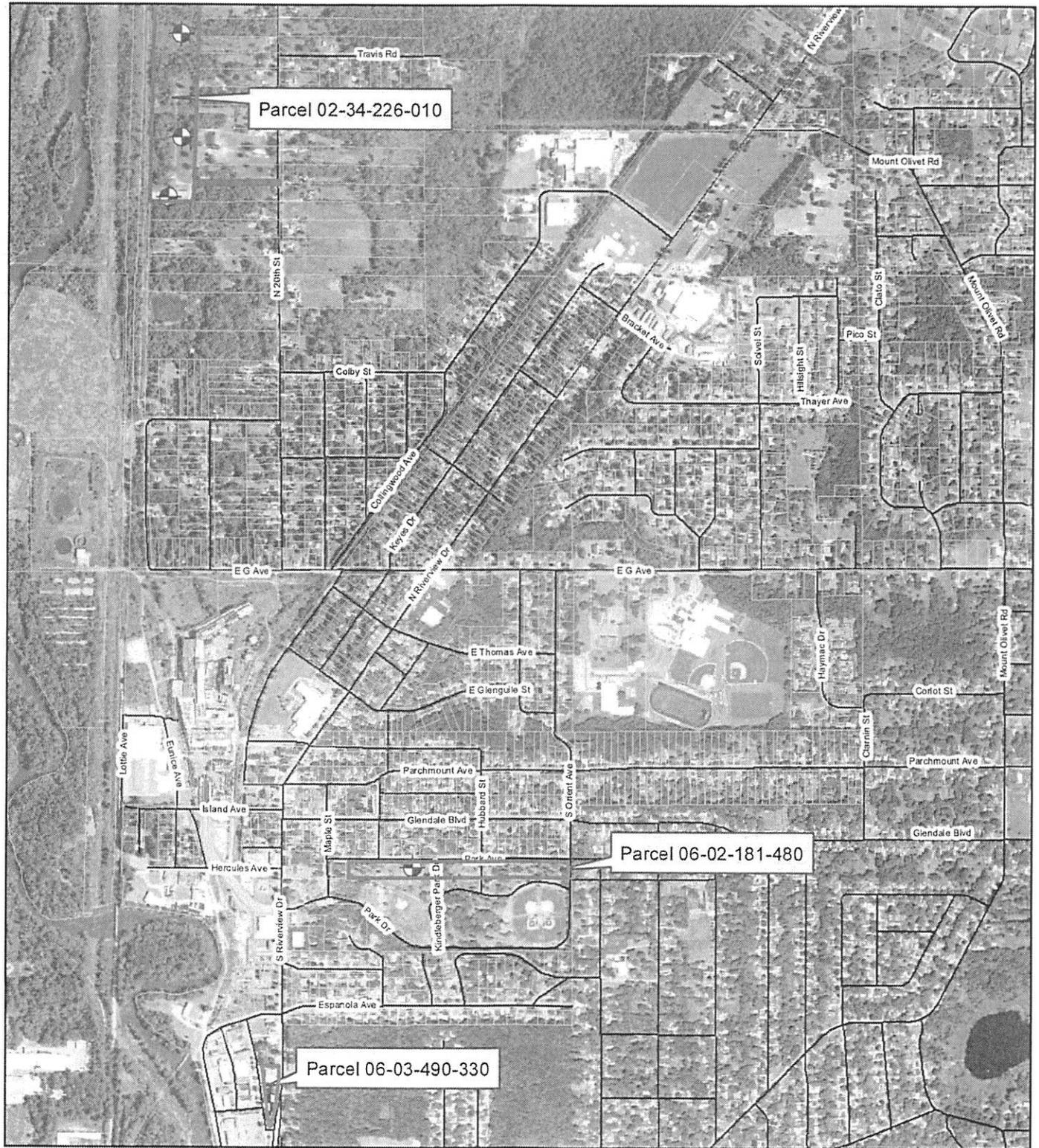
CITY OF PARCHMENT

By: Shannon Stutz
Its: Clerk

WITNESSED BY:

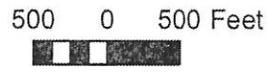
TETRA TECH, INC.

By:
Its:

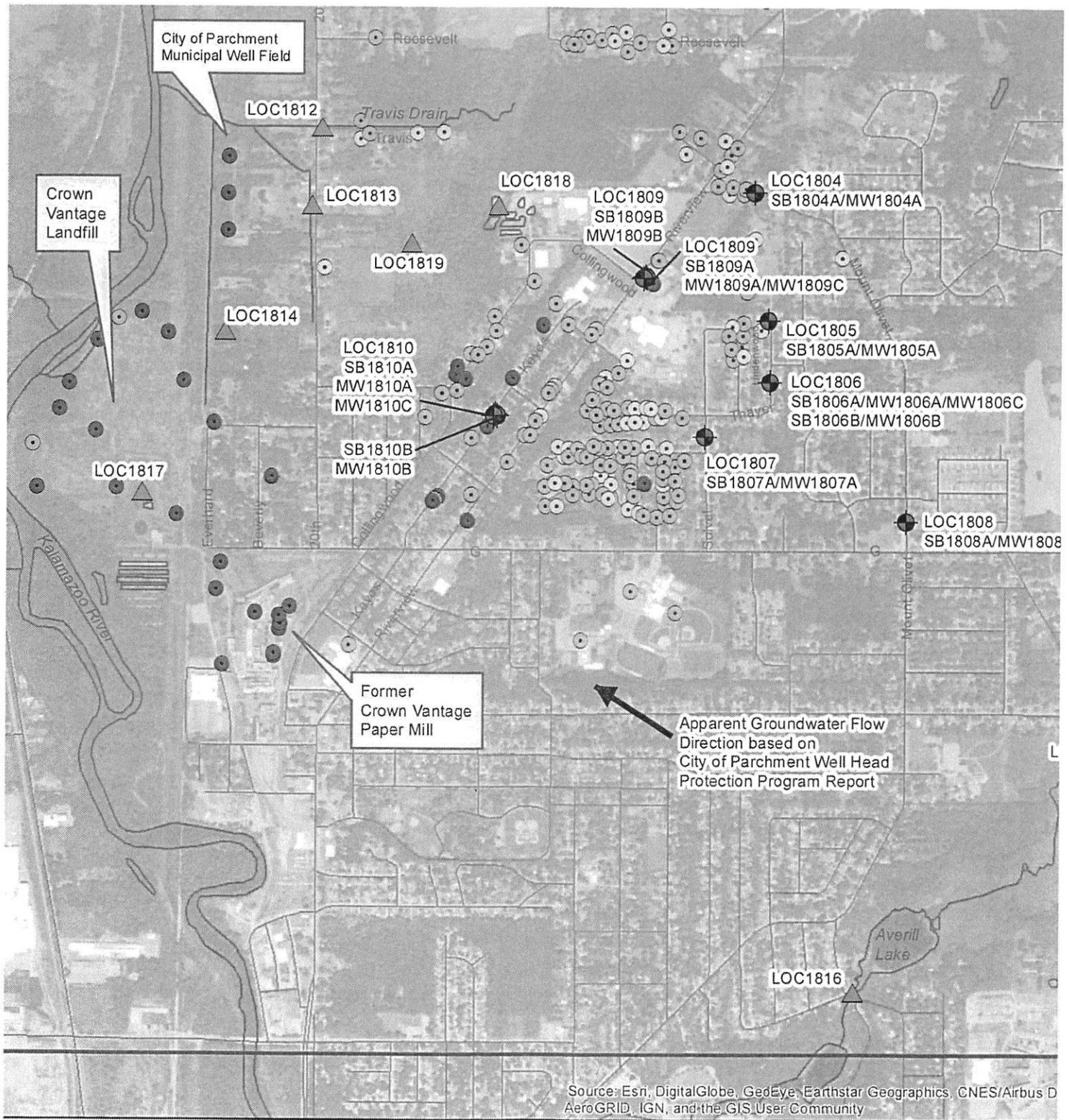


Legend

-  Proposed Monitoring Well Location
-  Parcel Boundaries



	ORIGINAL BY: LAS	HYDROGEOLOGICAL INVESTIGATION PROPOSED GROUNDWATER MONITORING WELL LOCATIONS ON CITY OF PARCHMENT PROPERTIES	EXHIBIT A
	DATE: 11/15/18		
	REVISED BY:		
	DATE:		



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus D
AeroGRID, IGN, and the GIS User Community

nd
Study Area
- Surface Water
ed Sample Locations
Monitoring Well
Surface Water
e Locations with PFOA plus PFOS Results
Map Detect

Notes

1. Nomenclature definition for LOC1801
"LOC" = location
"18" = year
"01" = location number
2. Nomenclature definitions for SB1801A or B
"SB" = soil boring
"18" = year of installation
"01" = location number
"A" = first soil boring drilled at location
"B" = second soil boring drilled at location
3. Nomenclature definitions for MW1801A, B or C
"MW" = monitoring well
"18" = year of installation