



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

February 18, 2019

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 February 4, 2019

From the City Commission Work Session of February 4, 2019

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. 1379 – receive
- ii. Warrant No. 1380 – receive
- iii. Credit Card Statement – approve
- iv. Quarterly Financial Report – receive
- v. Kindleberger Park Reservation – Perrino/Cancer Society - approve

7. Unfinished Business

8. New Business

- A. Household Hazardous Waste Contract - approve
- B. Prein & Newhoff - Commerce Lane Project, Professional Services Agreement – approval

9. Board and Commission Reports/Minutes

- A. KATS - Mayor
- B. KABA Report - receive

10. Citizen Comments – Items ON or OFF the Agenda

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

12. Mayor and Commissioner Comments

13. City Manager Comments

14. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY FEBRUARY 4, 2019.

1. Call to order

Mayor Britigan called the meeting to order at 7:00 p.m.

2. Roll Call.

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

Absent: Attorney Soltis.

3. Minutes

Moved by Vice Mayor Jordan, supported by Commissioner Heasley to approve the amended Minutes of the January 21, 2018 Regular Meeting.

Motion Carried.

4. Additions or changes to the agenda.

None. Moved by Commissioner Heasley, supported by Commissioner Fooy to accept the agenda. **Motion Carried.**

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Moved by Commissioner Heasley, supported by Commissioner Emmons to receive the consent agenda items.

Motion Carried.

7. Unfinished Business

A. River Reach/Mill Property - update. The January 31 deadline has come and gone, a phone call is set for Tuesday 2/5/19 with Attorney Schubkegel.

8. New Business

A. Road Salt Purchase, MIDeal - approve. Per City Manager Stoddard this is budgeted for and as in years past, we must take delivery or be at risk for not receiving enough in the future. Moved by Commissioner Heasley, supported by Vice Mayor Jordan to authorize the expenditure of \$16,000 for up to 200 tons of road salt per the MI Deal road salt contract and authorize the City manager to execute all documents related to the purchase. **Motion Carried.**

9. Standing Board and Committee Reports

KATS meeting was postponed due to weather.

10. Citizen Comments

None.

11. Mayor and Commissioner Comments

Commissioner Fooy noted that he attended the planning meeting and commented that he thought “things were going really well.”

Commissioner Bagley asked about the KABA citizen representative.

Mayor Britigan said he was looking forward to the work session.

12. City Manager Comments/Reports

Manager Nancy Stoddard invited anyone with questions to contact her, her door is always open.

13. 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 7:18 p.m.

Shannon Stutz
City Clerk

MINUTES OF THE WORK SESSION OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY FEBRUARY 4, 2019.

1. Call to order

Mayor Britigan called the meeting to order at 7:20 p.m.

2. Roll Call.

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

Absent: Attorney Soltis.

3. Goal Setting (number indicates how many commissioners listed it as a priority)

a. Fiscal

- 7 – Mill Property
- 4.5 - Major Road Fund
- 4 - Retirement Funding
- 4 - Brownfield Debt
- 4 - Water/Sewer Agreement
- 4 - Fire Dept
- 3 - Expand tax base/valuation
- 1 – Reestablish solid fund balance

b. Physical

- 7 - Mill Property
- 5 - Curbs/sidewalks
- 4 - Curb appeal (vacant properties, park improvements/playground maintenance, Riverfront)
- 4 - K Twp Gateway blight (Predum property, etc)
- 4 - Street maintenance
- 4 - Blight/Ordinance enforcement
- 3 - Traffic Light implement recommendations
- 3 - Road repair (N Orient, Parchmount)
- 1 - Master Plan
- 1 - PFAS remediation
- 1 - Emergency Response Vehicle
- 1 - Lead Service lines
- 1 - Splash Pad

c. Administrative

- 5 - Fire Dept (gear, Chief, emergency vehicle)
- 3 - Events to increase traffic (festivals etc.)
- 3 - Marijuana
- 3 - DDA/BRA
- 3 - Mill/legal
- 3 - Traffic Lights
- 3 - City staffing/employee compensation (COLA)
- 2 - Ordinance officer
- 1 - Renew CM Contract
- 1 - Welcome packages for new residents
- 1 - Accounting software
- 1 - City Charter Review committee
- 1 - SAW grant progress reports
- 1 - Agenda timing

d. City Manager Additions

Commerce Lane KATS \$, City Hall Roof, Front End Loader, 2 Mowers

4. Citizen Comments – Items ON the Agenda

None.

5. 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 8:48 p.m.

Shannon Stutz
City Clerk



City of Parchment
Check Register Report
Warrant 1379

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
35093	02/05/2019	THE FOUNTAINS	Envision the River	300.00
35094	02/05/2019	CINTAS	Poster Compliance Renewal	104.45
35095	02/05/2019	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	239.35
35096	02/05/2019	CLEAN EARTH ENVIRONMENTAL	Clean Lift Stns-Haymac,Link,Gr	1,366.23
35097	02/05/2019	COMPANION LIFE	Life & AD&D Ins-February	57.00
35098	02/05/2019	CORNERSTONE OFFICE SYSTEMS	Phone Charges	526.70
35099	02/05/2019	ESPER ELECTRIC, LTD.	Cameras @ City Hall-Monitor snow	1,400.00
35100	02/05/2019	J & J LOCKSMITHS	New Lock System @ City Hall	2,151.70
35101	02/05/2019	JONS TO GO	Restrooms for Festival-2018	904.00
35102	02/05/2019	KAL CO HEALTH & COMMUNITY SERV	HHW-4th 1/4 Collections	252.96
35103	02/05/2019	KALAMAZOO CITY TREASURER	Municipal Sewer - December	7,944.41
35104	02/05/2019	KALAMAZOO CITY TREASURER	PFAS Emergency	52,261.19
35105	02/05/2019	KALAMAZOO OIL CO.	Fuel Charges-1/1 to 1/15/19	213.38
35106	02/05/2019	LERETA	Tax Overpayment-02-260-590	177.72
35107	02/05/2019	PARCHMENT SERVICE CENTER	O/C 216 Ford F250	121.00
35108	02/05/2019	REHMANN ROBSON	OPEB Liability-GASB 74 & 75	4,000.00
35109	02/05/2019	ROSE PEST SOLUTIONS	Pest Control-Contract	80.00
35110	02/05/2019	SAVE A LIFE-ANDREW COWAN	Adult CPR-AED Training-6 Employees	540.00
35111	02/05/2019	STAR TITLE AGENCY, LLC	Overpayment Water-223 Parchmount	115.54
35112	02/05/2019	VARNUM LLP	Frontier Renewal Legal Service	3,361.00
35113	02/05/2019	PHIL WOLTHUIS	Wood to Refurbish Skid Steer Trailer	200.00

Check Register Report

Warrant 1380

Date: 02/14/2019

Time: 9:34 am

Page: 1

City of Parchment

BANK: MERCANTILE

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
MERCANTILE Checks							
35125	02/14/2019	Printed		0376	CINTAS	Restock 1st Aid Cabinet	42.28
35126	02/14/2019	Printed		6100	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	100.96
35127	02/14/2019	Printed		0860	CLARK TECHNICAL SERVICES	Computer Support-January	935.00
35129	02/14/2019	Printed		0006	CONSUMERS ENERGY	Traffic Lights	8,700.40
35130	02/14/2019	Printed		1032	CORNERSTONE TECHNOLOGIES	Contract-2/4-3/3 & Overages	284.49
35131	02/14/2019	Printed		0009	FORD, KRIEKARD, SOLTIS & WISE	Police Matters-January	931.25
35132	02/14/2019	Printed		0295	FRANCOTYP-POSTALIA, INC.	Rental-Meter,Scale,Resets to	78.00
35133	02/14/2019	Printed		0064	KALAMAZOO COUNTY TREASURER ASC	Annual Dues-Shannon Stutz	5.00
35134	02/14/2019	Printed		0554	KALAMAZOO OIL CO.	Fuel Charges - 1/16 to 1/31/19	899.02
35135	02/14/2019	Printed		6600	KALAMAZOO TOWNSHIP	Fire Services-February 2019	32,827.36
35136	02/14/2019	Printed		0022	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg	31.72
35137	02/14/2019	Printed		0079	PREIN & NEWHOF	SAW Grant-12/30 to 1/26/19	8,794.24
35138	02/14/2019	Printed		0001	REPUBLIC SERVICES #249	DPW-February	8,550.52
35139	02/14/2019	Printed		0007	RIVERRUN PRESS	1,000 #10 Regular Envelopes	304.56
35140	02/14/2019	Printed		0119	SBAM PLAN	Employee & Retiree Ins-March	12,900.79
35141	02/14/2019	Printed		0074	SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-January	120.00
35142	02/14/2019	Printed		8752	SHRED-IT USA	Shredding Service	107.35
35143	02/14/2019	Printed		0722	SMALL BUSINESS ADMIN SERVICES	HRA-February	52.50
35144	02/14/2019	Printed		1087	SOUTHWEST MICH CITY MAN ASSOC.	Renewal of Dues-Nancy	100.00
Total Checks: 19						Checks Total (excluding void checks):	75,765.44
Total Payments: 19						Bank Total (excluding void checks):	75,765.44
Total Payments: 19						Grand Total (excluding void checks):	75,765.44

ACCT. NUMBER: XXXX XXXX XXXX 1546

CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	4,913.90	MINIMUM PAYMENT DUE	4,913.90
AVAILABLE CREDIT	20,086.10	PAYMENT DUE DATE	02-22-19

CORPORATE ACCOUNT ACTIVITY

CITY OF PARCHMENT
XXXX-XXXX-XXXX-1546

TOTAL CORPORATE ACTIVITY
\$4,675.65 CR

Post Date	Trans Date	Reference Number	Transaction Description	Amount
01-22	01-22		AUTO PAYMENT DEDUCTION	4,675.65 CR

INDIVIDUAL CARDHOLDER ACTIVITY

PHIL WOLTHUIS
XXXX-XXXX-XXXX-1793

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$49.98	\$0.00	\$49.98

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
01-21	01-19	55453709020042000003293	ADVANCE AUTO PARTS #17 KALAMAZOO MI		49.98

BILL CAHILL
XXXX-XXXX-XXXX-1801

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$36.98	\$0.00	\$36.98

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
01-16	01-14	05436849015100073896379	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		8.98
01-23	01-22	05436849023600025044176	MARTIN SPRING & DRIVE, 269-345-7091 MI		28.00

JIM DUBY
XXXX-XXXX-XXXX-1892

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$370.70	\$0.00	\$370.70

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
01-08	01-07	55429509007894547078614	PAYPAL *BWMSTRAININ 4029357733 MI		165.00
01-15	01-14	55457029014206232200046	CEUPLAN SPRING HILL FL		110.70
01-16	01-15	55436879016640160717815	DEQ DW TRAIN AND CERTI 517-7533850 MI		95.00

CAMRON J BOEKHOVEN
XXXX-XXXX-XXXX-9114

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$707.18	\$0.00	\$707.18

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
01-07	01-03	05436849004100073056415	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		32.99
01-09	01-07	05436849008100070020816	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		19.97
01-10	01-09	55546509009286794500018	EXTREME POWER EQUIPMEN KALAMAZOO MI		171.96
01-11	01-09	55541869010010181378956	THE HOME DEPOT #2771 PLAINWELL MI		18.95
01-14	01-11	55541869012010181354492	THE HOME DEPOT #2771 PLAINWELL MI		18.95
01-21	01-18	05436849019100101771442	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		8.35
01-21	01-18	05436849019100101771517	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		17.02
01-25	01-24	05227029025600019215139	WEST MICHIGAN INTERNAT KALAMAZOO MI		418.99

NANCY R STODDARD
XXXX-XXXX-XXXX-7241

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$250.00	\$0.00	\$250.00

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
01-24	01-23	85500599023900016500119	MICHIGAN MUNICIPAL LEA 734-662-3246 MI		250.00

ACCT. NUMBER: XXXX XXXX XXXX 1546

CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	4,913.90	MINIMUM PAYMENT DUE	4,913.90
AVAILABLE CREDIT	20,086.10	PAYMENT DUE DATE	02-22-19

INDIVIDUAL CARDHOLDER ACTIVITY

SHANNON STUTZ XXXX-XXXX-XXXX-0473	CREDITS \$125.94	PURCHASES \$3,625.00	CASH ADV \$0.00	TOTAL ACTIVITY \$3,499.06
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Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
12-28	12-27	05436848362500189338664	OFFICEMAX/DEPOT 6529 KALAMAZOO MI		327.67
12-28	12-27	55480778361083719121546	TDS METROCOM 8665716662 WI		632.85
12-28	12-27	85138508361900015907027	LAKE MICHIGAN MAILERS 269-3839333 MI		1,038.36
01-07	01-05	55432869005200279375993	CHARTER COMM 888-438-2427 MO		74.98
01-07	01-04	85138509004900016408489	LAKE MICHIGAN MAILERS 269-3839333 MI		114.72
01-08	01-07	55429509007637792318502	PIXELVINE 8007340751 MI		71.25
01-09	01-08	85138509008900016616772	LAKE MICHIGAN MAILERS 269-3839333 MI		924.78
01-14	01-13	55429509013637012585122	PIXELVINE 8007340751 MI		65.00
01-14	01-11	05410199011105098411165	QUILL CORPORATION 800-982-3400 SC		180.44
01-21	01-19	55432869019200197145274	CHARTER COMM 888-438-2427 MO		99.97
01-23	01-23	55432869023200976211960	CHARTER COMM 888-438-2427 MO		74.98
01-25	01-24	05436849025500170317534	OFFICEMAX/OFFICEDEPT#3 KALAMAZOO MI		125.94
01-25	01-24	55429509025637463206539	SQUARESPACE INC. 6465803456 NY		20.00

Kindleberger Park Reservation Form

PAID
RECEIVED
FEB 11 2019

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) 2 block
- 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) 1 4 hour block 4-8
- 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: Kristen Perrino Phone: 269-861-2262

Full Address: 129 Jefferson Ave SE GR MI 49053

Email: kristen.perrino@cancer.org Alt. Phone: _____

Date of Event: May 17th 2019 Time: 3-9:30 P.M.

How many attendees do you anticipate at your event? 100-200

Will there be music as part of your event? Yes

Name of DJ, Musical Performer, Sound Technician: Planned: Jason O Neal

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

**See park rules on reverse side*

kristen perrino Signature 1-10-19 Date

FOR INTERNAL OFFICE USE:

Application received by: PKC Date: 2/11/19

Payment Received: \$500.00 Receipt # 11261, 11262, 3, 1126

APPROVAL Total

Signature _____ Date _____

100.00 from ck.
400.00 cc phone

meal, luminary bags, time of reflection w/ battery lights



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

February 8, 2019

City of Parchment
650 South Riverview Drive
Parchment, MI 49004

Dear HHW Center Contract Partner:

Please find attached the contract for services for the 2019 calendar year. In 2018, the amount of funding allotted by your municipality was \$ 2,200.00. When making allotments for 2019, please consider the following items:

1. The contract with ERG Environmental Services has been renewed for another year. Disposal costs will remain the same, \$0.64/pound for all materials. This price is for disposal fees and shipping costs which includes shipping containers, driver and fuel fees.
2. The contract with Valley City has been renewed and the fees for recycling electronic waste were not increased. In the past, electronic recycling costs were extremely low because all the components were in demand. However, CRT glass and plastic continues to be a problem as more is being collected than is being re-used so there remains a high cost for recycling CRT monitors and TVs.
3. Operation costs for 2019 will be billed and subtracted in February from the funding allotment you provide. The remainder of the allotment is used for disposal costs and is billed to you each quarter. Participation has continued to steadily increase approximately 4% a year which in turn increases disposal costs. We recommend an increase in your 2019 allotment to prevent running out of funds later in the year. Remember, the County does not actually hold any of the allotment. If there are unused funds at the end of 2019, that money remains with your municipality.
4. Signed contracts should be returned to:
Lyndi Warner, Operations Supervisor
Health & Community Services Department
311 E. Alcott St.
Kalamazoo, MI 49001

We look forward to another successful year of collections and working with your municipality toward the common goal of groundwater protection and landfill use reduction.

Sincerely,

Jennifer Kosak, REHS
Facility Manager of Kalamazoo County Household Hazardous Waste Center
jlkosa@kalcounty.com

HEALTH AND COMMUNITY SERVICES DEPARTMENT
Environmental Health Unit - Household Hazardous Waste
1301 Lamont Avenue | Kalamazoo, MI 49048
Phone: 269.373.5211 | www.kalcounty.com/hww

**AGREEMENT BETWEEN
THE COUNTY OF KALAMAZOO
BY AND THROUGH ITS HEALTH AND COMMUNITY SERVICES DEPARTMENT
AND IT'S ENVIRONMENTAL HEALTH DIVISION/HOUSEHOLD HAZARDOUS
WASTE PROGRAM
201 W. KALAMAZOO AVE., KALAMAZOO, MI 49007**

AND

**City of Parchment
650 South Riverview Drive
Parchment, MI 49004**

This Agreement is made between the County of Kalamazoo, a municipal corporation, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, by and through its Health and Community Services Department's Environmental Health Division/Household Hazardous Waste Program, hereinafter referred to as the "County", and City of Parchment, 650 South Riverview Drive, Parchment, MI 49004, hereinafter referred to as the "MUNICIPALITY."

WHEREAS, the MUNICIPALITY is in need of Household Hazardous Waste disposal services and is willing to provide funding for such services; and

WHEREAS, the County of Kalamazoo, by and through its Health and Community Services Department, operates the Household Hazardous Waste Center;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made, and under authority of Public Act 451 of 1994, the parties hereto agree as follows:

A. COUNTY RESPONSIBILITIES

The County shall:

1. Provide household hazardous waste collection services to residents of the MUNICIPALITY on the condition that the calculated percent of operational costs are paid in January and there are adequate funds on account with the County to pay for disposal costs at the end of each quarter.
2. Operate the Household Hazardous Waste (HHW) Center at 1301 Lamont Avenue, on the Kalamazoo County Fairgrounds. The HHW Center will typically be open for business three days per week, approximately fifty (50) weeks per year including ten (10) Saturdays per year. Closures may occur for required training, Expo Center events and/or inclement weather.
3. Provide staffing for the HHW Center.

4. Accept the following materials at the HHW Center during collections (list may be modified by the County at any time):

Oil Based Paints	Pesticides	Gasoline
Solvents	Acids/Bases	Paint Thinners
Household Cleaners	Aerosols	Reactives
Garden & Lawn Chemicals	Batteries - all	Automotive Chemicals
Used Motor Oil & Filters	Antifreeze	Ammunition/Explosives
Fluorescent Light Bulbs	Electronics	Mercury Containing Devices

5. May require that a citizen provide a valid Michigan Driver's License or other proof of residency at the time of collection. If such proof of residency is not provided, the citizen may be refused service unless payment is provided at the time of service.
6. Measure the size of each incoming load and assign a 'household equivalent' to each load. One household equivalent is equal to approximately twenty-five (25) gallons or one hundred fifty (150) pounds. Larger loads will be invoiced as a multiple household equivalents.
7. Provide advertisements once per month to promote proper disposal of household hazardous waste. Additional advertisement by the MUNICIPALITY must have approval of the County as to content. Further, both funding and arranging for additional advertisement will be the responsibility of the MUNICIPALITY.
8. Provide on-going public education on household hazardous waste and proper disposal methods for such waste. Education efforts may include distribution of flyers and pamphlets and public speaking presentations.
9. Maintain a household hazardous waste hotline, listserv and website to provide the public with information regarding proper disposal of household hazardous waste and community resources.
10. Contract with a licensed transporter to transport and recycle and/or dispose of materials collected through the program at a facility licensed for such hazardous waste by the State of Michigan. It is understood that the County's agreement with its transporter and disposal contractor designates the contractor as the generator of such materials, and nothing in this agreement between the County and the MUNICIPALITY to assist in the financing of the program is intended to place the County or the MUNICIPALITY in the position of being an owner, transporter, arranger or generator for purposes of federal or state statutes concerning liability for hazardous waste.

B. MUNICIPALITY RESPONSIBILITIES

The MUNICIPALITY shall agree to reimburse the County for additional labor costs associated with utilizing contractor personnel as additional staff for collections.

C. FINANCIAL REQUIREMENTS

1. Under the terms of this Agreement, the MUNICIPALITY will provide funding to a maximum amount of \$ 22007 (C.1.) to the County for HHW Center services.

C.1. (above) = C.2.a. + C.2.b. + C.2.c.

Of the total in C.1., the following allocations will be made:

2. a. **Operational Costs calculated on 2017 participation rates:**

\$679.00 of your total amount written in C.1. (above) will be invoiced in February of 2019 for operating costs.

Operational costs = 2017 household equivalent participation rates X \$7.00 (covering only 20% of the County's operational costs)

Operational costs are non-refundable regardless of actual participation at the HHW Center and shall be paid in full within thirty (30) days of receipt of HCS FMA billing invoice.

- b. **Disposal Costs for Materials from Citizens:**

\$ 15217 the remainder of the total amount of C.1. minus amounts in C.2.a. (above) and C.2.c. (below) will be used for disposal costs associated with the disposal/recycling of household hazardous wastes from the MUNICIPALITY's **citizens**.

This costs is based upon the number of household equivalents from the MUNICIPALITY and disposal costs during each quarter.

- c. **Optional, this blank may be filled with a "0" if this service for the MUNICIPALITY is not needed:**

\$ 0 of the total amount in C.1. (above) to be reserved for service fees and disposal costs of items directly from **MUNICIPALITY Buildings and Offices**.

3. The County will provide an itemized quarterly report to each participating MUNICIPALITY in the Household Hazardous Waste program. The quarterly report will be provided within forty-five (45) days of the end of the quarter.
4. The County HCS FMA will provide a quarterly disposal cost invoice.

D. INDEPENDENT CONTRACTOR

It is understood and agreed by both parties hereto that the County is an independent contractor. The MUNICIPALITY is not responsible for the County's federal, state or local income tax deductions, or any other responsibilities of state or federal laws concerning employment status.

E. AMENDMENTS

The County may send a Letter of Understanding (LOU) to the MUNICIPALITY in order to add additional funding to the current contract amount.

F. INDEMNIFICATION

The MUNICIPALITY agrees to indemnify and hold harmless the County, 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 act, negligence or omission on the part of the MUNICIPALITY, its agents, employees, officers, or representatives, in performing this Agreement

G. SEVERABILITY

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

H. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Agreement, and no modification or revision to the Agreement shall have any force and effect unless it complies with the provisions of Paragraph heading E. Amendments of this Agreement. 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.

I. HEADINGS

The Headings or Titles of the SECTIONS and Paragraphs of this Agreement are provided for reference purposes only. If any discrepancy or disagreement exists between a Heading or Title and the text of the section or paragraph, the text shall control.

J. NOTICE

Any Notice/Communication required, or permitted, under this Agreement from one party to another, shall be deemed effective if the party sending the Notice/Communication hand delivers, e-mails or first class mails the Notice/Communication to the other party or if the party sends the Notice/Communication through first class mail or email to the other party. The

parties agree that Notices and Communications should be sent to the parties at the following addresses:

MUNICIPALITY

City of Parchment
Nancy Stoddard, City Manager
650 South Riverview Drive
Parchment, MI 49004

COUNTY

Kalamazoo County
Household Hazardous Waste Center
Attn: Jennifer Kosak
1301 Lamont
Kalamazoo MI 49001

K. PERIOD OF AGREEMENT

The term of this Agreement shall be from January 1, 2019 through December 31, 2019, unless terminated earlier as provided.

L. TERMINATION

This Agreement may be terminated by either party heretofore at will by providing a sixty (60) day written notice to the other party.

M. SIGNATURES

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency.

FOR THE MUNICIPALITY

Printed or Typed Name Title

Signature Date

Printed or Typed Name Title

Signature Date

FOR THE COUNTY OF KALAMAZOO

Julie Rogers, Chair Date

Timothy A. Snow, County Clerk/Register Date

Prein&Newhof

Engineers ■ Surveyors ■ Environmental ■ Laboratory

January 28, 2019

Ms. Nancy Stoddard
City Manager
City of Parchment
650 S. Riverview Dr.
Parchment, MI 49004-1298

RE: Commerce Lane (Mosel Ave. to Riverview Dr.) Road Resurfacing Project

Dear Mr. Stoddard:

It is our understanding that the City plans to improve Commerce Lane from Mosel Avenue to Riverview Drive. The project is planned to consist of surface treatment (2" mill and overlay) and sidewalk improvements to meet ADA requirements and the adjacent road intersections. This project will go through the Local Agency Program (LAP) MDOT process and be bid by MDOT. Based on the above, we propose the following:

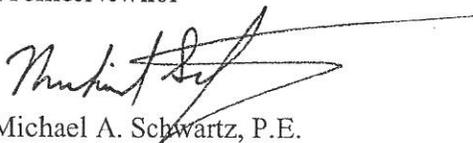
- Topographic survey of the road right-of-way within project limits.
- Survey to determine road right-of-way.
- Preparation of Environmental Clearances (SHPO, endangered species, wetlands, etc).
- Preparation of construction plans.
- Submittals for approvals to MDOT.
- Prepare a soil erosion and sedimentation control permit.
- Attend a grade inspection meeting with MDOT.
- Detailed engineer's estimate (MERL).
- MDOT bidding assistance.

We will provide the above services for the lump sum price of \$23,500. At this time we estimate 8-12 weeks from authorization to submittal to MDOT for GI Inspection. The project cannot be obligated (go out to bid) until October 1, 2019. However, it is our plan to get all approvals in place with MDOT so that we could go out to bid in October of 2019. The above cost is only for design, permitting, and bidding for the project. Once a contractor has been selected and a construction schedule has been produced we can follow up with a proposal for construction engineering services This proposal does not include any permit and application fees, utility design, soils investigation, or easement assistance (acquisitions, drawings, or legal descriptions).

If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Michael A. Schwartz, P.E.



Thomas C. Wheat, P.E.

MAS:TCW:dlj

7123 Stadium Drive Kalamazoo, MI 49009 t. 269-372-1158 f. 269-372-3411 www.preinnewhof.com

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2019 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 7123 Stadium Drive, Kalamazoo, MI 49009, and the City of Parchment (“Client”), of 650 S. Riverview Dr., Parchment, MI 49004-1298.

WHEREAS Client intends to:

Obtain engineering services for the Commerce Lane (Mosel Ave. to Riverview Dr.) Road Resurfacing Project.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client
Name: Nancy Stoddard
Title: City Manager
Phone Number: (269) 349-3785
Facsimile Number: (269) 345-5441
Email: manager@parchment.org

For P&N
Name: Michael A. Schwartz, P.E.
Title: Project Manager
Phone Number: (269) 372-1158
Facsimile Number: (269) 372-3411
Email: mschwartz@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated January 28, 2019
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated January 28, 2019

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$23,500

Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Client: _____

By: _____

By: _____

Printed Name: Thomas C. Wheat, P.E.

Printed Name: _____

Title: Office Manager

Title: _____

Date: _____

Date: _____

Bill To/Ship To (if different)

Name: _____

Company: _____

Address: _____

Ph: _____

Fx: _____

Email: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
 2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
 4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
 5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.
- I. Underground Utilities** – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

- K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.



2019 MONTHLY PERMITS BY JURISDICTION

MONTH OF JANUARY 2019			
JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	8	\$ 3,585
COMSTOCK	ELECTRICAL	11	\$ 2,535
COMSTOCK	MECHANICAL	15	\$ 2,278
COMSTOCK	PLUMBING	10	\$ 1,829
COMSTOCK	SPECIAL - JURISDICTION	3	\$ 165
COMSTOCK	SPECIAL - HOMEOWNER	0	\$ -
TOTAL COMSTOCK		47	\$ 10,392
KALAMAZOO	BUILDING	13	\$ 3,767
KALAMAZOO	ELECTRICAL	15	\$ 2,665
KALAMAZOO	MECHANICAL	13	\$ 3,045
KALAMAZOO	PLUMBING	2	\$ 488
KALAMAZOO	SPECIAL - JURISDICTION	7	\$ 385
KALAMAZOO	SPECIAL - HOMEOWNER	0	\$ -
TOTAL KALAMAZOO		50	\$ 10,350
PARCHMENT	BUILDING	0	\$ -
PARCHMENT	ELECTRICAL	0	\$ -
PARCHMENT	MECHANICAL	3	\$ 351
PARCHMENT	PLUMBING	0	\$ -
PARCHMENT	SPECIAL - JURISDICTION	0	\$ -
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		3	\$ 351
PINE GROVE	BUILDING	3	\$ 370
PINE GROVE	ELECTRICAL	3	\$ 320
PINE GROVE	MECHANICAL	5	\$ 610
PINE GROVE	PLUMBING	0	\$ -
PINE GROVE	SPECIAL - JURISDICTION	0	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PINE GROVE		11	\$ 1,300
TOTAL KABA		111	\$ 22,393

REVENUE	REVENUE
JANUARY 2018	% PREV YEAR MONTH
\$ 23,820	94.0%

PERMITS	PERMITS
JANUARY 2018	% 2018 - YTD
124	89.5%



2019 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: JANUARY 2019

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	8	\$ 3,585
COMSTOCK	ELECTRICAL	11	\$ 2,535
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PINE GROVE	MECHANICAL	5	\$ 610
PINE GROVE	PLUMBING	0	\$ -
PINE GROVE	SPECIAL - JURISDICTION	0	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PINE GROVE		11	\$ 1,300
TOTAL	YTD	111	22,393

REVENUE	REVENUE
YTD - JANUARY 2018	% 2018 - YTD
\$ 23,820	94.0%

REVENUE
% 2019 YTD BUDGET
4.32%

PERMITS	PERMITS
YTD - JANUARY 2018	% 2018 - YTD
124	89.5%

2019 MONTHLY CUMULATIVE TOTALS	2019 MONTHLY CUMULATIVE TOTALS	
# PERMITS	REVENUE	
111	\$ 22,393	JAN
-	\$ -	FEB
-	\$ -	MAR
-	\$ -	APRIL
-	\$ -	MAY
-	\$ -	JUNE
-	\$ -	JULY
-	\$ -	AUG
-	\$ -	SEPT
-	\$ -	OCT
-	\$ -	NOV
-	\$ -	DEC
111	22,393	2019

KALAMAZOO AREA TRANSPORTATION STUDY POLICY COMMITTEE
Draft Minutes of the February 6, 2019 Meeting

CALL TO ORDER

The February 6, 2019 Policy Committee Meeting was called to order by Chair Thompson at 9:00 a.m.

INTRODUCTIONS

Introductions were made by all present.

ROLL CALL

Meeting attendance was recorded on the sign-in sheet.

MEMBERS PRESENT

Curtis Aardema	Central County Transportation Authority
David Anderson	City of Kalamazoo
Dan Bishop	Village of Lawton
Rob Britigan	City of Parchment
Marsha Drouin, Treasurer	Richland Township
Libby Heiny-Cogswell	Oshtemo Township
Jeff Heppler	Village of Augusta
John Hinkle	Texas Township
Carl Keller	Village of Vicksburg
Greg Kinney	Van Buren County Road Commission
Tracy Losey	Brady Township
Don Martin	Kalamazoo Township
Pete Pfeiffer	MDOT- Kalamazoo
Patricia Randall	City of Portage
Greg Rosine	Western Michigan University
Jeff Sorensen	Cooper Township
Tom Swiat	Prairie Ronde Township
Randy Thompson, Chair	Comstock Township
Don Ulsh	Schoolcraft Township
Mark Worden	Road Commission of Kalamazoo County

MEMBERS ABSENT

Rob Baker	Ross Township
John Clement	Van Buren Public Transit
Keith Gunnett	Village of Schoolcraft
Tony Hyet	Alamo Township
Judy Lemon	City of Galesburg
Sarah Moyer-Cale	Village of Paw Paw
Paul Schincariol	Van Buren County Board of Commissioners
Don Schultz	Climax Township
Michael Scott	Village of Richland
Donald Stull	Paw Paw Township
Bill VanTassel	Almena Township
Carol Daly	Village of Mattawan
John Gisler	Kalamazoo County
Pamela Goodacre	Kalamazoo County Transportation Authority
Greg Thomas	Pavilion Township

OTHERS PRESENT

Thomas Brennan	Kalamazoo Bicycle Club
Grace Guan	KATS
Nicolette Leigh	Kalamazoo Township
Fred Nagler	KATS
Steve Stepek	KATS
Paul Selden	Bike Friendly Kalamazoo
Jack Urban	City of Kalamazoo
Paul Wells	Kalamazoo Bicycle Club
Lewis Whalen	Disability Network SWMI

CHANGES OR ADDITIONS TO THE AGENDA

No changes to the agenda were requested.

APPROVAL OF THE AGENDA

MOTION by Anderson, SECOND by Drouin, *"to approve the agenda of the February 6, 2019 Policy Committee Meeting."* MOTION APPROVED.

CITIZENS' COMMENTS

No Citizens' comments were made.

CONSENT AGENDA

MOTION by Heppler, SECOND by Anderson, *"to accept and approve the items on the Consent Agenda as listed."* MOTION APPROVED.

FY 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENTS

Steppek noted that the US 131 bridge replacement project has been delayed. It was removed from 2017 to 2020, but will be added back to 2020 to 2023 TIP.

Leigh asked how the negotiations with Amtrak were progressing. Stepek referred it to Pfeiffer who said MDOT is trying to get negotiations started again.

Motion by Sorensen, second by Hinkle, *"to approve these amendments to the FY 2017-2020 Transportation Improvement Program."* Motion Approved.

POLICY COMMITTEE BYLAWS

Steppek discussed remote meeting participation, noting the room was not set up for it and Metro Transit does not have any plans for the update. Currently the Bylaws do not require attendance for a member to remain a voting member and count toward the quorum requirement. The proposed changes would renew the prior attendance requirement for active voting membership.

Motion by Britigan, second by Leigh, *"to approve Policy Committee Bylaws as presented."* Motion Approved.

Travel Demand Model Update Work Memo

Steppek noted the KATS' Travel Demand Model needs to be updated to use the same base year, trip distribution rates, and other updated information contained in neighboring models. The enclosed memo outlines work for both the consultant and for KATS and MDOT to start this process. The cost for this work is \$24,928. The FY 2019 Unified Planning Work Program already includes funds for this work.

MOTION by Bishop, SECOND by Aardema, *"to approve Travel Demand Model Update Work Memo."* MOTION APPROVED.

FY 2020-2023 TRANSPORTATION IMPORVEMENT PROGRAM MASTER PROJECT LIST

Steppek noted the master list includes the rating of projects using the recently revised Project Prioritization Process for the Transportation Improvement Program. The list will be provided for consultation and public involvement in the development of the proposed TIP.

PUBLIC TRANSPORTATION UPDATES

Aardema thanked the staff of Metro for their work during the winter weather. Last month the program was renewed to allow Bronson's staff to utilize the service. Bronson paid for the service. High school students will have access to Metro.

Britigan reported that high school students can use their student ID to ride the bus around August or September for next school year. It is about 6,000 students.

EXECUTIVE DIRECTOR'S REPORT

Steppek noted this is a very busy time for new TIP and budget for next year. He thanked members for returning their Contributing Service agreements. March is our big public engagement month. The draft Air Quality Conformity document is available on the KATS webpage for public comment.

Leigh asked if the government shutdown caused any delays. Steppek updated members on the process, noting that the partial government shutdown did delay the last amendment due to the Federal Transit Administration being shut down.

NEW BUSINESS

There is no new business.

CITIZEN COMMENTS

Paul Selden- the chair of Kalamazoo Bike Week reported he wants all people in MPO aware of the event on May 11-18.

Paul Well from Kalamazoo Bike Club stated that he doesn't feel the 3 feet state law for the bike is enough. If the community needs information about biking safety, they will deliver the information to the people.

MEMBER COMMENTS

Heiny-Cogswell mentioned regular Township Board meeting will be held next Tuesday. The GO! Green Oshtemo draft plan is available for public comment.

Aardema noted Metro will send buses to keep people warm during an emergency, in partnership with local fire and police departments.

Heppler noted that a bridge project Augusta applied for did not receive funding, and noted that he will be requesting a letter of support in the future.

Pfeifer asked if we have enough content for the next meeting on February 20, 2019.

Randall thanked Metro for picking up people last week during State emergency days. She also mentioned biking is for exercise, health, and tourism. We have miles and miles of road for walking and biking.

Steppek asked that the committee members take time to make any necessary changes to their contact information on the email contact list that went around with the sign in sheet.

Thompson thanked Metro for all they did for the public last week during cold and heavy snow. Thank you for KATS's staff for organizing the delayed meeting.

ADJOURNMENT

There being no other business, Chair Thompson adjourned the February 6, 2019 Policy Committee Meeting at 9:35 a.m.

Next Meeting: Wednesday, February 20, 2019 – 9:00 a.m.

**KALAMAZOO AREA TRANSPORTATION STUDY
FY 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM FEBRUARY 2019 AMENDMENTS**

What is the TIP?

The Transportation Improvement Program (TIP) is an outline of transportation projects programmed in the Kalamazoo Area Transportation Study (KATS) Planning Area for Fiscal Year (FY) 2017-2020. This area includes all of Kalamazoo County and Almena Township, Antwerp Township, Paw Paw Township, Waverly Township, and the Villages of Paw Paw, Lawton, and Mattawan in Van Buren County.

The Metropolitan Planning Area

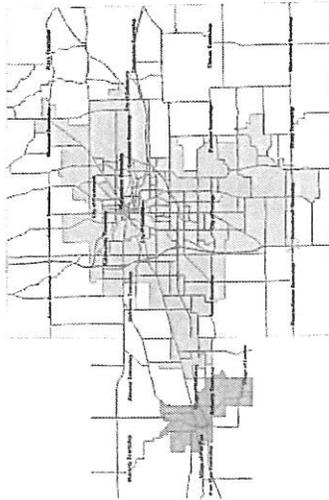


Figure 1: Map of KATS MPO and Urbanized Area

The TIP, as required by federal regulations, addresses all projects proposed to use federal transportation funding within the KATS area. Everyone who lives, works, attends school, visits, or travels through our region is affected by these projects. The TIP responds to the everchanging needs of all users and includes maintenance, public transit, bikeway, sidewalk, bridge, traffic signal, and other projects.

Development of the TIP

The TIP covers a four-year period but is updated every three years to ensure an efficient transition between programs.

The Metropolitan Transportation Plan

The Kalamazoo Area Transportation Study also develops the region's long-term Metropolitan Transportation Plan (MTP). The MTP covers more than 20 years of planning efforts and must be updated every four years. The short-range projects included in the TIP must be consistent with the long-range planning efforts included in the MTP.

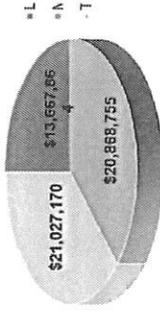


Kalamazoo Area Transportation Study
5220 Lovers Lane, Suite 110
Portage, MI 49002
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Email: info@katsmpo.org

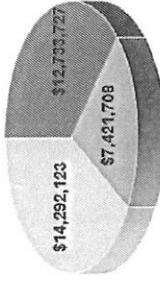
For more information on the Transportation Improvement Program visit www.KATSmpto.org.

Public notice of public involvement activities and time established for public review and comments on the Transportation Improvement Program (TIP) will satisfy the Program of Projects (POP) requirements for the following grantees: The Kalamazoo County Transportation Authority, the Central County Transportation Authority and Van Buren Public Transit.

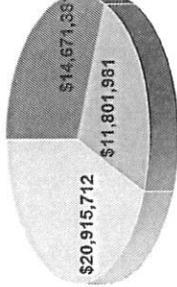
FY 2017-2020 TIP Fiscal Const
2017 Total Commitments



2018 Total Commitments



2019 Total Commitments



2020 Commitments

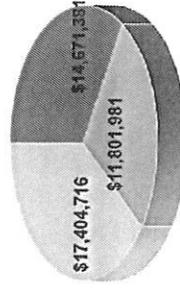


Figure 3: FY 2017-2020 Fiscal Const

The TIP Process

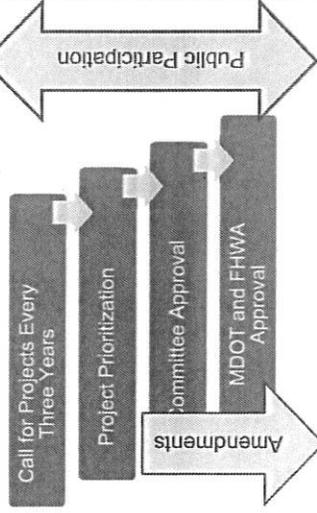


Figure 2: KATS Transportation Improvement Process