



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

March 4, 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 18, 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:

- Warrant No. 1381 – receive
- Kindleberger Park Reservation – Liggins/Trotter Wedding – approve
- KTPD – October 1, 2018 thru December 31, 2018 - receive

7. Unfinished Business

8. New Business

- Audit Report - Joe Verlin, CPA from Gabridge
- ZBA members - approve
- Retail Water Contract – approve
- Waste Water Contract – approve

9. Board and Commission Reports/Minutes

- Kindleberger Arts Commission - 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 18, 2019.

1. Call to order

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

2. Roll Call.

Present: Vice Mayor Jordan, Commissioners Bagley, Evans, Fooy, and Heasley. City Manager Stoddard, Attorney Soltis.

Absent: Mayor Britigan, Commissioner Emmons, City Treasurer/Clerk Stutz.

Moved by Commissioner Heasley, supported by Commissioner Fooy to excuse Mayor Britigan and Commissioner Emmons.

Motion Carried.

3. Minutes

Regular Meeting: Moved by Commissioner Fooy, supported by Commissioner Bagley to approve the minutes of the regular meeting of Monday, February 4th, 2019.

Motion Carried.

Budget Work Session: Moved by Commissioner Heasley, supported by Commissioner Evans to approve the minutes of the budget work session of Monday, February 4th, 2019.

Motion Carried.

4. Additions or changes to the agenda

Commissioner Fooy requested an addition to Item #9A of the agenda – KATS report – Change to be “report is listed in package.” Commissioner Fooy also requested an addition to Item #9B of the agenda – KABA report – Change to be “report is listed in package.”

Moved by Commissioner Fooy to accept the KATS and the KABA reports, supported by Commissioner Bagley.

Motion Carried.

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

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

Motion Carried.

7. Unfinished Business

None.

8. New Business

A. Household Hazardous Waste Contract: Moved by Commissioner Heasley, supported by Commissioner Evans to approve the Household Hazardous Waste Contract.

Roll call vote was as follows:

Ayes: Vice Mayor Jordan, Commissioner Bagley, Commissioner Evans, Commissioner Fooy, Commissioner Heasley

Nays: None.

Absent: Mayor Britigan, Commissioner Emmons

Abstain: None

Motion Carried.

B. Prein and Newhof – Commerce Lane Project: After a thorough presentation of the Professional Services Agreement for the Commerce Lane Road Project by Mike Schwartz from Prein and Newhof, a motion was made by Commissioner Heasley to approve the Professional Services Agreement while spreading the cost of the project out over two years. This was supported by Commissioner Fooy.

Roll call vote was as follows:

Ayes: Vice Mayor Jordan, Commissioner Bagley, Commissioner Evans, Commissioner Fooy, Commissioner Heasley

Nays: None.

Absent: Mayor Britigan, Commissioner Emmons

Abstain: None

Motion Carried.

9. Board and Committee Reports

A. KATS (Report is listed in package.)

B. KABA Report (Report is listed in package.)

Moved by Commissioner Heasley, supported by Commissioner Fooy to receive the KATS and KABA reports.

Motion Carried.

10. Citizen Comments

Tammy Cooper, 510 Glendale Blvd.: Indicated that there are other roads more suited to repair than Commerce Lane. Talked about how there is state funding available to clean up the mill property and PFAS rather than trying to go through River Reach.

Mike Schwartz, 1707 Park St.: Gave an update on the SAW grant. Parchment is approximately one year into the grant. The grant expires in December of 2020. Data has been gathered on the sanitary and storm systems within the City and is being compiled now. There will be smoke testing of the systems this summer. The City of Parchment's sanitary system was built in 1932, 1933 and 1934.

Mike Conner, 1150 Parchmount Ave.: Indicated that the PFAS problems in Oscoda and in Battle Creek are sixty to seventy times greater than the PFAS problem in Parchment.

11. Mayor and Commissioner Comments

Commissioner Heasley indicated to Attorney Soltis that he would like to see updated fresh water and waste water contracts as soon as they are available.

Commissioner Evans thanked the community for coming to the meeting.

Commissioner Fooy indicated that Don Banner, Parchment resident, is having health issues and asked for thoughts and prayers.

Vice Mayor Jordan thanked everyone for coming.

12. City Manager Comments/Reports

Manager Nancy Stoddard reported that State Representative Beth Griffin may be able to get funds for the water treatment plant and removal of old tanks. She has asked for estimates. Manager Stoddard is getting estimates. She added that if anyone has any questions or concerns to please contact her.

13. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Bagley and supported by all to adjourn the meeting at 7:49 p.m.

Julie Heasley
505 Hamilton



City of Parchment
Check Register Report
Warrant 1380

Check #	Vendor Name	Check Description	Amount
MERCANTILE Checks			
35125	02/14/2019 CINTAS	Restock 1st Aid Cabinet	42.28
35126	02/14/2019 CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	100.96
35127	02/14/2019 CLARK TECHNICAL SERVICES	Computer Support-January	935.00
35129	02/14/2019 CONSUMERS ENERGY	Monthly Energy usage	8,700.40
35130	02/14/2019 CORNERSTONE TECHNOLOGIES	Contract-2/4-3/3 & Overages	284.49
35131	02/14/2019 FORD, KRIEKARD, SOLTIS & WISE	Police & Gen'l Matters-January	931.25
35132	02/14/2019 FRANCO TYP-POSTALIA, INC.	Rental-Postal Meter,Scale	78.00
35133	02/14/2019 KALAMAZOO COUNTY TREASURER ASC	Annual Dues-Shannon Stutz	5.00
35134	02/14/2019 KALAMAZOO OIL CO.	Fuel Charges - 1/16 to 1/31/19	899.02
35135	02/14/2019 KALAMAZOO TOWNSHIP	Police and Fire Svcs-Feb 2019	32,827.36
35136	02/14/2019 LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg	31.72
35137	02/14/2019 PREIN & NEWHOF	SAW Grant-12/30 to 1/26/19	8,794.24
35138	02/14/2019 REPUBLIC SERVICES #249	Monthly waste charges-February	8,550.52
35139	02/14/2019 RIVERRUN PRESS	1,000 #10 Logo Envelopes	304.56
35140	02/14/2019 SBAM PLAN	Employee & Retiree Ins-March	12,900.79
35141	02/14/2019 SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-January	120.00
35142	02/14/2019 SHRED-IT USA	Shredding Service	107.35
35143	02/14/2019 SMALL BUSINESS ADMIN SERVICES	HRA-February	52.50
35144	02/14/2019 SOUTHWEST MICH CITY MAN ASSOC.	Renewal of Dues-Nancy	100.00

Kindleberger Park Reservation Form

Area of park to be reserved:

- Sunken Garden/Gazebo (\$250 non-resident/\$150 resident)(3 hour block)
\$100 deposit required
- Stage (\$350 non-resident/\$200 resident)(3 hour block) \$100 deposit required
- Lower Softball Field (\$25 non-resident, \$10 resident)(only available after 7/31)
- Tennis Court 1 (\$25 non-resident, \$10 resident)(1 hour period)
- Tennis Court 2 (\$25 non-resident, \$10 resident)(1 hour period)
- Picnic Pavilion 1 (\$100 non-resident/\$50 resident for 4 hour block)
- Picnic Pavilion 2 (\$100 non-resident/\$50 resident for 4 hour block)
- Picnic Pavilion 3 (\$100 non-resident/\$50 resident for 4 hour block)
- Picnic Pavilion 4 (\$100 non-resident/\$50 resident for 4 hour block)
- Picnic Pavilion 5 (\$100 non-resident/\$50 resident for 4 hour block)

Name: Rebecca Liggins & Philip Trotter Phone: 269-598-6163
Address: 5109-F, Brookmeadow Circle, Kalamazoo, MI 49048
Email: Ligginsrebecca@gmail.com Alternate Phone: 346-917-6902
Date of Event: MAY 17, 2019 Time: 3:00 PM

How many attendees at your event? 175 - 180
Will there be music as part of your event? Yes
Name of DJ, Musical Performer, Sound Technician: Sound Tech.

Decorations, rental chairs/tents/tables? - describe: Rental chairs, 3 high tables

***See park rules on reverse side of form

Rebecca Liggins & Philip Trotter Signature 2-25-2019 Date

FOR INTERNAL OFFICE USE:

Application received by: YS Date: 2-25-19

Payment amount received: 350- Receipt # 11290
Check # 872 Cash _____

APPROVAL

Signature Date



Township of Kalamazoo Police Department

City of Parchment Quarterly Report

October 1, 2018 through December 31, 2018

Calls for service: 275

Citations: (56 traffic / 6 parking)

Arrests: 8

Traffic Crashes: 7 Traffic crashes (6 property damage 1 personal injury)

Significant Events:

Case #: 18-003485 – Retail Fraud

On 10/13/18, a business in the 500 block of S. Riverview Dr. reported a retail fraud. TKPD investigated and found that an unknown female loaded a laundry basket full of merchandise and fled the store to a waiting car. The vehicle, a black Chrysler PT Cruiser fled southbound on Riverview Dr. A license plate was obtained and officers checked the listed address however the suspects were not located. The investigation continues.

Case #: 18-003546 – Intoxicated Subject

While on patrol a TKPD officer found a male subject walking in the middle of Riverview Dr. The 24 year old subject was wanted on an outstanding warrant from the Kalamazoo Department of Public Safety. Upon arrest the subject was transported to Borgess Hospital due to a high level of intoxication.

Case#: 18-003566 – Trespassing

A business in the 400 block of Hercules reported they had individuals trespassing and littering on their property in early October. On October 19, 2018, a second report was made and TKPD officers found two individuals trespassing. A formal trespassing form was issued and the subjects were made to clean up after themselves before leaving the property.

Case#: 18-002742 – Attempt B&E

TKPD responded to an alarm at a business in the 100 block of N. Riverview Dr. on 10-26-18 around 2:00 A.M. Officers found the south entry door window was broken but still intact indicating no entry was gained. The owner was contacted and the building was searched. A K-9 track was conducted however the track was unsuccessful. There are no investigative leads or evidence found, and the case was closed pending new developments.

MEMORANDUM

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

From: Nancy R. Stoddard, City Manager

Date: March 4, 2019

Re: Appointments to the Zoning Board of Appeals

Recommended Motion

Motion to appoint the following people to the City of Parchment Zoning Board of Appeals:

Sandra Bliesener, Jason Headley, Timothy Lasher, Michael Connor, and Kirk Strehlow

The terms of the members are 3 years in length.

Robert D. Britigan III, Mayor

Shannon Stutz, Clerk/Treasurer

WATER SYSTEM AGREEMENT

This Agreement is entered into _____, 2019 between the City of Kalamazoo ("Kalamazoo"), 241 W. South St., Kalamazoo, MI 49007 and the City of Parchment ("Parchment"), 650 S. Riverview Dr., Parchment, MI 49004, collectively referred to as the "Parties" or individually as a "Party", pursuant to the authority granted them by 1951 Public Act 35, MCL 124.1 et seq. and 1917 Public Act 34, MCL 123.141 et seq.

Recitals

Whereas, the City of Parchment owns and operates a municipal water system that services its residents and a portion of Cooper Township and which pursuant to a Water Supply Agreement dated August 14, 2018 has used potable water supplied by the City of Kalamazoo; and

Whereas, the City of Parchment desires that the City of Kalamazoo take over the ownership and operation responsibilities of the Parchment municipal water system;

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

Terms & Conditions

Section 1. Grant of Title

- A. Parchment grants title to Kalamazoo to all accessory equipment, appurtenances, and appliances, including, but not limited to all water mains, pipes, fittings, valves, storage tank, fire hydrants, and any property rights, whether recorded or unrecorded, and all notes and audited accounts receivable (excluding cash on hand and bad debt), which comprise the assets and liabilities of the Parchment municipal water system, as set forth in Attachment A to this Agreement, and which are used for the purpose of transmitting and distributing water throughout the City of Parchment and a portion of Cooper Township, Kalamazoo County, Michigan.
- B. It is agreed between the Parties that Kalamazoo is not acquiring the Parchment wellfield property located off of 20th St. in Cooper Township which includes associated wellfield equipment, appliances and appurtenances, including but not limited to Wells, well houses, well pumps, water treatment plant, laboratory, backwash lagoons, and all related equipment, structures and real property.

It is also agreed that the water storage tower located in Kindleberger Park is an asset that will be acquired by Kalamazoo, however, the real property containing the tower remains titled to Parchment, subject to a right of access by Kalamazoo which is granted by the terms of this Agreement.

It is further agreed that Kalamazoo is not acquiring any present or future liability in tort or contract for any claim of injury to person or property as a result of PFOS/PFOA/PFAS, lead, or any other contaminant discovered to have been present in the Parchment water system prior to August 1, 2018 or directly related to the change in water source subsequent to August 1, 2018.

C. Kalamazoo agrees to pay Parchment the sum of \$492,137.00 as consideration for said accessory equipment, appurtenances, appliances, property rights, assets and liabilities being acquired. This sum shall be paid in two equal payments, the first due on or before June 28, 2019 and the second payment due on or before June 30, 2020. Kalamazoo also agrees to pay Parchment the amount of accounts receivable determined as of March 15, 2019, less any bad debt. As used throughout this Section 1, "bad debt" means any accounts more than 90 days in arrears.

Section 2. Grant of Authority

A. Parchment grants Kalamazoo the power and authority access all public streets, avenues and alleys, rights-of-way and public places now existent or which may hereafter come into existence to do all things necessary to operate a municipal water system and in carrying out the delivery of potable water throughout the City of Parchment.

B. Parchment grants to Kalamazoo its irrevocable consent to use such highways streets and alleys, rights-of-way, and other public places as may be reasonably necessary to permit Kalamazoo to service the areas of Parchment and agrees to execute and deliver to Kalamazoo any easements or other consents in recordable form as may from time to time be requested by Kalamazoo, provided however, that any easements for the exclusive use of establishing water mains within Parchment and which must be acquired by eminent domain or purchase, shall not be required to be furnished to Kalamazoo at the expense of Parchment.

Section 3. Acceptance and Performance Obligations; Indemnification

A. In exchange for the grants of authority provided by this Agreement Kalamazoo shall take title to the Parchment municipal water system and by acceptance thereof, faithfully perform all manner of services required to deliver potable water; such performance by Kalamazoo shall be in lieu of all licenses, fees, taxes or charges which Parchment might otherwise levy and impose.

B. Parchment agrees to assume all liability and expense to pay for and defend any claim of personal injury or property damage sounding in tort or contract asserted to be the result of its acts or omissions in the operation of the Parchment water system against Kalamazoo prior to the effective date of this Agreement. Kalamazoo agrees to provide Parchment five (5) business days' notice of any claim received that Parchment may be obligated to defend or resolve.

Section 4. Operation of System

Kalamazoo will operate and maintain the water system in the same manner as water is furnished within the City of Kalamazoo and agrees to keep the water system in good repair including the maintenance and painting of fire hydrants, the repair of leaks and defects and items of a similar nature usually associated with the maintenance and operation of a public water supply system.

Section 5. Service Connections & Meters

A. Any customer service connection shall be installed under the same conditions, rules, regulations, and charges as are now or may hereafter be in effect within the City of Kalamazoo. Kalamazoo will provide at its expense all necessary meters for measuring water used by customers.

B. The Parties understand and agree that Lead Service Lines (LSL) served by the Parchment water system are required to be replaced up to the meter. Kalamazoo agrees to perform or contract for the performance of the LSL replacement work in accordance with applicable State-mandated deadlines.

Section 6. Identity as Kalamazoo Water System; Water Storage Tank

A. Upon execution of this Agreement by the authorized representatives of Kalamazoo and Parchment, the Parchment municipal water system shall become and be considered, in whole and in part, as the Kalamazoo municipal water system.

B. Kalamazoo agrees that so long as the water storage tank in Kindleberger Park remains used and useful, it may, at the request and expense of Parchment, be painted to reflect the identity of the City of Parchment. The Parties further agree that neither Party shall permit third-party privately owned and controlled telecommunication antennas or similar equipment to be located on the water storage tank.

C. The parties agree that future water quality and hydraulic optimization goals may require that the Parchment water storage tank be taken out of service. This decision will be made solely by Kalamazoo as permitted and authorized by the Michigan Department of Environmental Quality. It is further understood that taking the water storage tank out of service could be intermittent,

seasonal or permanent. Should the water storage tank be taken out of service permanently, such would require its demolition and disposal. The cost to demolish and dispose the water storage tank is a utility cost absorbed by Kalamazoo water system, and cannot be prevented by Parchment.

Section 7. Hydrants

Kalamazoo, from time to time and upon request in writing from Parchment, will install, move and remove fire hydrants at locations upon mains then laid or being laid, as requested by Parchment. The installation and removal cost of fire hydrants will be at the expense of the water system and become the property of Kalamazoo.

Section 8. Construction and Maintenance

Kalamazoo agrees to maintain the mains, and all appurtenances subject to this Agreement, however Parchment shall reimburse Kalamazoo for the cost of all changes in or damages to the distribution system and service connections as may be incurred by street redevelopment programs, street grading programs, or other public works by the City of Parchment, its contractors or agents, other than damage caused by activities of Kalamazoo or its contractors and agents. Kalamazoo agrees to save Parchment free from all liability cost and expense to which it might be subject by reason of construction and maintenance activities conducted by Kalamazoo. The liability which Kalamazoo accepts under this paragraph applies only to new construction and maintenance work and is not to be confused with operating liability addressed by Section 9 of this Agreement.

Section 9. Operating Liability

Kalamazoo will use reasonable diligence to provide and maintain regular and uninterrupted water service, but such does not guarantee uninterrupted service and shall not be liable for damages caused by accident, repairs or other causes; nor shall Kalamazoo be liable for injuries or damages of any nature caused by the use of the water so furnished. The Parties agree that the provision of water services pursuant to this Agreement is a governmental function and that nothing in this Agreement shall be deemed or construed as a waiver of the defense of governmental immunity as recognized by Michigan common law and statute.

Section 10. Water Service Rates

The rates to be charged by Kalamazoo for water service to former Parchment water system customers shall be identical to the rates charged by Kalamazoo to users of water service within the City of Kalamazoo as from time to time established by ordinance or resolution.

All water service charges shall be collected by Kalamazoo. The rates and charges shall constitute a lien on the properties located in Parchment as provided for by MCL 123.161 *et seq.*, as amended. It is agreed that such liens may be enforced by Kalamazoo in the same manner that mechanics liens are enforced under the provisions of the laws of the State of Michigan. It is also agreed that Kalamazoo has the power to effect collection of water service charges which remain due and unpaid for more than 30 days by any means permitted by law.

Section 11. Assignment

Parchment assigns to Kalamazoo all rights and responsibilities Parchment has in the Renewed Parchment/Cooper Water Service Agreement dated December 18, 2001 which extends the terms of the November 4, 1968 Water Service Agreement between Parchment and Cooper Township, both agreements being Attachment B to this Agreement. Parchment agrees to secure the consent of Cooper Township to assign its rights and responsibilities under these agreements to the City of Kalamazoo prior to or contemporaneous to entering this Agreement. Attachment C shall reflect the consent by Cooper Township to the water system transfer contemplated by this Agreement.

Section 12. Cooperation

A. Parchment agrees to cooperate with Kalamazoo by adopting and promoting any and all measures of aid and assistance to permit the prompt and efficient accomplishment of the objectives of this Agreement and the operation of the water system, including the adoption of ordinances and enforcement of applicable codes, laws, or regulations to such end. Parchment further agrees to amend or repeal any and all ordinances, rules, regulations which have been previously adopted and which are in conflict with the provisions of this Agreement or contrary or burdensome to the objectives stated herein. Additionally, Parchment commits itself to cooperate fully in assisting in the collection of charges, including the taking of appropriate action on Kalamazoo's behalf and at its request in order to effectuate collection of water service charges.

B. Parchment agrees to transfer its water service customer billing and collection records to Kalamazoo and provide the necessary assistance to Kalamazoo to facilitate said transfer upon execution of this Agreement.

C. All rules, regulations, and services as provided within the City of Kalamazoo, for the administration of its water utility, except as otherwise provided within this agreement, shall be considered to apply to Parchment water service customers. Kalamazoo agrees to faithfully administer such rules in an impartial manner to all its customers.

13. Effective Date

Upon execution by the authorized representatives of the Parties, this Agreement is deemed effective March 4, 2019.

Authorized Signatures

The authority of the official on behalf of the City of Kalamazoo to execute this agreement as evidenced by the authority of the City Commission given on the ____ day of _____, 2019 and reflected in the minutes of said meeting.

The authority of the official on behalf of the City of Parchment to execute this agreement as evidenced by the authority of the City Commission given on the ____ day of _____, 2019 and reflected in the minutes of said meeting.

CITY OF KALAMAZOO

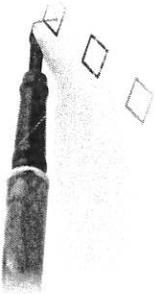
CITY OF PARCHMENT

James K. Ritsema

Robert D. Britigan III

City Manager

Mayor



City of Parchment Bill Calculations

	Water			Sewer			
	Residential Commodity Rate	Ready to Serve Chg	Residential Commodity Rate	Ready to Serve Chg	Surcharge 3%	Total Qrtly Bill	
City of Parchment	\$2.66/100 cu ft	\$26.00/ qtr	\$4.75/100 cu ft	\$30.00/ qtr	n/a	130.10	
City of Kalamazoo	\$0.393/ cu m	\$27.03/qtr	\$0.870/cu m	\$8.29/qtr	\$ 2.13	73.22	

Based on 1000 cu ft usage = 28.32 cu meters

Kalamazoo rates are inside city for water, outside city for wastewater

WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT is entered into March 4, 2019 between the City of Kalamazoo ("Kalamazoo"), 241 W. South St, Kalamazoo, MI 49007, and the City of Parchment, ("Parchment"), 650 S. Riverview Dr. Parchment, MI 49004, collectively referred to as the "Parties" or individually as a "Party", pursuant to the authority granted by 1951 Public Act 35, MCL 124.51 et seq.

Recitals

Whereas each of the Parties pursuant to authority granted by law, operate and maintain wastewater collection systems; and

Whereas the Parties in pursuit of achieving the water pollution goals which have been established for them previously entered a 30 year Agreement dated July 23, 1985 whose terms continue on a year-to-year basis, and for which Parchment compensates Kalamazoo on the basis of metered wastewater flow at a common connection point of each Party's system; and

Whereas given that the Parties desire for Kalamazoo to acquire and operate the Parchment water system and as part of that takeover, each Parchment water customer can be individually billed for wastewater services,

Now therefore, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

Terms & Conditions

1. This Agreement replaces all previous Agreements between these parties relating to the transportation and treatment of wastewater, and any said previous Agreements are of no further force or effect.

2. DEFINITIONS: As used in this Agreement the following terms are defined as follows:

"Collection System" means all sanitary sewers, trunks, interceptors, pumping stations, appurtenances, instrumentalities, or properties of the wastewater system used or useful in the collection and conveyance of wastewater, excluding service leads.

"Domestic Waste" means human wastes and other wastes related to personal or residential sanitation, including haul the septage wastes.

"Nondomestic Waste" means any waste generated from an industrial or commercial process or other means but which is not domestic waste.

"Service Lead" means an instrumentality that connects an affected property, including a structure, fixture, or improvement on the property, to the collection system and is neither owned nor maintained by a governmental agency.

"Treatment Facilities" means all piping, pumps, force mains, structures, equipment, appurtenances, instrumentalities, or properties used or useful in the treatment and disposal of wastewater.

"Wastewater System" means the facilities of Kalamazoo for collection, transportation, storage, piping, treatment and final disposition of domestic and nondomestic wastewater; the wastewater collection system of any municipality, including Parchment, served by Kalamazoo; and any temporary connection authorized by the Director of the Kalamazoo Department of Public services or the designee or authorized representative thereof.

"Wastewater" mean the liquid-and water-carried domestic and nondomestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the wastewater system.

3. CONVEYANCE OF WASTEWATER: Parchment agrees to convey its wastewater to the Kalamazoo Treatment Facilities at established points. No flow rate in excess of levels permitted by the Michigan Department of Environmental Quality (or its successor agency) shall be discharged by the Parchment Collection System to the Kalamazoo Wastewater System at any point without prior approval of Kalamazoo.

4. ACCEPTANCE AND TREATMENT: Kalamazoo agrees to accept wastewater to the best of its ability, in accordance with its NPDES permit, from the Parchment service area, into its Treatment Facilities, and to provide for the treatment and disposal thereof.

5. WASTEWATER CONTROL: As long as the wastewater of Parchment is treated by Kalamazoo, Parchment shall have in effect a plumbing code and such other ordinances, rules, and regulations as may be necessary to maintain standards for the construction, maintenance, repair, and use of the Collection System equal to those then in effect in Kalamazoo, and shall provide for the strict enforcement thereof.

At the request of Kalamazoo, Parchment agrees to terminate service to any premises which fails to comply with ordinances, rules, and regulations maintaining standards for the construction, maintenance, repair, or use of the Collection System. Kalamazoo shall have the right to inspect the Parchment Collection System and premises connected thereto for the purpose of enforcement of this Agreement.

The Parchment ordinances, rules, and regulations governing construction, maintenance, repair, and use of the Collection System shall be as stringent as those of Kalamazoo, including but not limited to pertinent provisions of the Kalamazoo City Code pertaining to the Wastewater System, as such exists at present or as may from time to time be amended. Any changes in Federal or State law or regulations or in the Kalamazoo City Code which sets stricter standards shall automatically become part of this Agreement.

The Parchment collection system shall be used for only such waste waters as are permitted under those laws, ordinances, rules, and regulations as are in effect at the time of the given use.

6. MUNICIPAL COLLECTION SYSTEM: It is understood that the sewers and appurtenances which are part of the Collection System as defined, except such facilities as have been, are, or will be constructed at Kalamazoo expense, are the property of Parchment and shall be constructed by Parchment. In the event that another political entity desires service therefrom or connection with the Parchment Collection System, such service shall be rendered or such connection made only with the written approval of Kalamazoo.

7. COLLECTION SYSTEM CONSTRUCTION: Parchment agrees to construct, at its expense, its Wastewater Collection System. Any Parchment Collection System construction (such as new sewers, reconstruction of existing sewers, etc.) shall be designed by a Registered Professional Engineer and the design, plans, and specifications therefor shall be subject to prior review and approval by Kalamazoo acting through its Director of Public Services (or designee thereof), and shall equal or exceed Kalamazoo standards for materials and construction. Any construction of the Parchment Collection System shall be inspected by qualified personnel under the supervision of the Professional Engineer.

Detailed records of Parchment Collection System additions or modifications shall be maintained by Parchment, and copies of as-built drawings and records pertaining to service connections and property service leads shall be furnished to Kalamazoo. No system extensions beyond the Parchment corporate limits or the areas being presently served shall be made without prior written approval from Kalamazoo.

8. COMPENSATION FOR TREATMENT: Kalamazoo agrees to provide and maintain, pursuant to its ordinance and water service contracts, the proper water meters for properties connected to the Kalamazoo water system and collect individual water consumption data and bill individually metered customers of the Parchment wastewater collection system, according to the rates set forth in the Kalamazoo Code of Ordinances, as may be amended from time to time, for out-city customers of the Wastewater System.

One or 2-family residential customers not connected to the public water system may be charged pursuant estimates made by the Kalamazoo Director of Public Services in accordance with standards set in the Kalamazoo City Code. Such estimated charge procedures shall be at the option of Kalamazoo.

User charges for operation, maintenance, and replacement shall conform with guidelines established by the United States Environmental Protection Agency or other regulatory agency, as may be amended from time to time. Such charges shall generate sufficient revenue to pay all costs of operation, maintenance, and replacement of the Wastewater System. The system of user charges shall be reviewed at least once every 2 years and revised as required. Such charges shall ensure that every user and user class pays his proportionate share of the operation, maintenance, and replacement costs. The system of capital charges shall be reviewed at least once every 2 years and revised is required to ensure that every user and user class pays its proportionate share of such charges.

The Parties may use a rate expert selected by Kalamazoo to assist them in reviewing the charges, and the costs of such expert shall be charged to the Wastewater System.

All wastewater service charges shall be collected by Kalamazoo. The rates and charges shall constitute a lien on the properties located in Parchment as provided for by MCL 123.161 *et seq.*, as amended. It is agreed that such liens may be enforced by Kalamazoo in the same manner that mechanics liens are enforced under the provisions of the laws of the State of Michigan. It is also agreed that Kalamazoo has the power to effect collection of water service charges which remain due and unpaid for more than 30 days by any means permitted by law.

9. ADDITIONAL MUNICIPAL CHARGES: Parchment may make additional charges for wastewater collection and disposal services over and above those which are billed, collected and retained by Kalamazoo under the provisions of this Agreement. Such additional charges may be billed and collected by Kalamazoo in conjunction with the other charges and accounted for by the Kalamazoo to Parchment. Kalamazoo shall be entitled to be reimbursed by Parchment for any additional administrative costs involved in billing and collecting such additional charges.

10. INDUSTRY: Parchment agrees to permit Kalamazoo to establish, bill for, and collect charges directly against industrial users of the Parchment Collection System so as to require such pretreatment of industrial wastes and to execute contracts with industrial users as may be required to comply with federal regulations established as a condition of approval of federal grants for Kalamazoo or Parchment.

Any industry desiring to use the Parchment Collection System for industrial wastes, shall apply in writing to Kalamazoo's Director of Public Services and the appropriate Parchment official for permission to connect to the Parchment Collection System and no discharge of any

such industrial waste into that System in the service area shall be permitted unless and until all of Kalamazoo's lawful requirements have been met, including, where required, the pretreatment of industrial wastes as required by Federal or State regulation and approved by Kalamazoo.

11. MAINTENANCE: Kalamazoo agrees to provide ordinary and regular maintenance of the Parchment wastewater collection system which shall include periodic cleaning of the sanitary sewers, as well as ordinary maintenance and operation of any wastewater pumping stations. Construction, reconstruction or repair of the Parchment collection system or any part thereof shall be the responsibility of Parchment and is not part of the ordinary maintenance service provided by Kalamazoo; nor shall maintenance of service leads, house connections or house sewers be part of the maintenance service. If services which are not required under this contract are performed by Kalamazoo, the charges therefor will be based on the actual cost of labor and materials, inclusive of administrative and overhead charges.

12. CONSTRUCTION BY KALAMAZOO WITHIN PARCHMENT: In the event Kalamazoo needs to use streets, highways, alleys or easements in Parchment to construct, maintain or operate wastewater system facilities to adequately serve Parchment and other areas, Parchment agrees to consider such need and to not unreasonably withhold consent to the use of said streets, highways, alleys, or easements and Parchment agrees not to make any charge therefor to Kalamazoo. Parchment shall however be entitled to place reasonable conditions on its such use of said streets, highways, alleys, or easements, including but not limited to a request to restore all real and personal property to a condition comparable to that existing immediately prior to the work, or at Kalamazoo's option provide a replacement of comparable quality and Kalamazoo's agreement to plan and construct such facilities in a manner so as to minimize disruption of vehicular traffic. All facilities constructed by or at the expense of Kalamazoo shall be the property and remain under the exclusive control of Kalamazoo.

13. CONNECTION TO PARCHMENT SYSTEM: It is mutually understood and agreed that the Parchment Collection System may be utilized to serve areas of Kalamazoo or other communities with the consent of both Kalamazoo and Parchment, which consent will not be unreasonably withheld by either Party. No connection will be made that is not in accordance with accepted waste water system collection practices. If the connection or service results in the use of collection system by any other political entity, Parchment shall be entitled to compensation from that entity proportional to such use. Such charge shall not exceed charges which are levied against users of Parchment's collection system within the City of Parchment.

14. HOLD HARMLESS: Parchment agrees pay Kalamazoo for any liability, claim, fine, cost, or penalty of whatever form or kind, including but not limited to personal injury or property

damage because of any act or omission of Parchment or one of or more of its officers, agents, employees or departments.

Parchment further agrees to pay Kalamazoo, for any liability, claim, find, cost or penalty of whatever form or kind, including but not limited to fines, costs, fees, or penalties imposed upon Kalamazoo by any court or administrative agency, including but not limited to the United States Environmental Protection Agency or the Michigan Department of Natural Resources, because of any act or omission of Parchment or one or more of its officers, agents, employees or departments, if the act or omission constitutes a violation of, or places Kalamazoo in violation of, any environmental statute, ordinance, rule, or regulation.

Kalamazoo agrees to pay Parchment, for any liability, claim, fine, cost or penalty of whatever form or kind, including but not limited to personal injury or property damage because of any act or omission of Kalamazoo or one or more of its officers, agents, employees or departments.

15. OPERATING LIABILITY: Kalamazoo use reasonable diligence but does not guarantee uninterrupted service and shall not be liable for injuries or damages caused by such interruptions whether caused by defects in original construction, cave-ins, accidents, repairs, or other causes, nor shall Kalamazoo be liable to Parchment or any customer or any other person firm or corporation for injuries or damages of any nature caused by a sewage disposal system event as defined by MCL 691.1416, the use of the treatment facilities of Kalamazoo or the Parchment collection system, or by interruptions thereto. This paragraph does not modify paragraph 14.

16. TERMINATION: This Agreement shall remain in full force and effect for an indefinite period of time, but for at least a period of 30 years unless sooner terminated by consent of the Parties hereto or by either Party because of a breach by the other Party of a material provision or undertaking or failure to make a payment required; provided, however that no termination shall be made because of such breach until after the expiration of 6 months following a written notice of such breach to the offending Party by the other Party, which notice shall specify how, in the opinion of the non-offending Party the breach can be corrected. After the expiration of the 30 year period, either Party may terminate your Agreement upon one year's written notice to the other Party.

17. ASSIGNMENT: Kalamazoo shall at all times have the right and may at any time exercise that right to assign all of his rights, obligations and liabilities to a wastewater authority created for the Kalamazoo area.

18. SAVING CLAUSE: Should any part of this Agreement be held by a court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed automatically affect

the validity of any other portion year of, but if the ruling deprives a Party of one or more rights under this agreement, this Agreement may be suspended upon 10 days written notice to the other Party. The Parties would then negotiate for the purpose of revising this Agreement.

IN WITNESS WHEREOF, this Agreement is signed and delivered the day and year first above written by authority of the City Commission of Kalamazoo given the _____ day of _____ 2019, and the City Commission of Parchment, given the _____ day of _____ 2019.

CITY OF KALAMAZOO

CITY OF PARCHMENT

By: James K. Ritsema

By: Robert D. Britigan III

Its: City Manager

Its: Mayor

DRAFT

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY, FEBRUARY 11TH, 2019

1. Call to Order

The meeting was called to order by Jon Heasley at 6:05 PM.

2. Roll Call

Present: City Manager Nancy Stoddard, Barb Steffler, Jon Heasley, Kris Jordan, Mayor Rob Britigan, and Julie Heasley.

Absent: Commissioner Doug Fooy, Molly Andrews, and Nancy Eaton.

3. New Business

A. Approval of Minutes of January 14th, 2019

Moved by Manager Nancy Stoddard, supported by Mayor Britigan to approve the minutes of the January 14th, 2019 meeting.

Motion Carried.

B. Director's Report

Kris Jordan's director's report was discussed.

Plays: Titles being considered for the family musical are Grease and Freaky Friday. Licensing for this show was quoted at \$6000 but the anticipation is that this number will decrease due to non-profit, few shows, etc. Title for the children's play is The Skokie Detective Charter School. The cost for licensing for this play is \$1025.

Concert Series: Concerts are in place for June 23rd, July 21st, July 28th, August 4th, August 11th, August 18th, and August 25th. Molly and Barb will get contracts out after budget is approved.

Parade: Searching for a Grand Marshall. Several people have been asked, all have refused. Additional citizens to ask were discussed.

C. Approval of Budget

Kris Jordan presented her budget for the 2019 Festival. There was discussion and editing. Police and City services was changed to \$4000. The final budget was edited to \$60,970.

City Manager Stoddard indicated that every budget year moving forward will start at zero, even when the Festival makes a profit, because of the many previous years that there was a deficit balance at the end of the Festival.

A motion was made by City Manager Nancy Stoddard to approve the Festival budget amount of \$60,970. This was supported by Mayor Rob Britigan.

Motion Carried.

D. Fundraising Update

Julie Heasley indicated that Bingo for Bags is almost sold out. Businesses are committing to sponsoring bags and the fundraiser is on track.

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
FEBRUARY 11TH, 2019 – Page 2

4. Old Business

A. Friday Night Event

There was discussion about an event on the Friday night of the Festival. Ideas included Farm to Table dinner, night Volleyball, Street dance. It was decided that a Food truck night with a DJ would be a good Friday night event with little organizational effort.

5. Member Comments

Nancy Stoddard: Is excited for Bingo for Bags and for the Festival. Asked Julie to let her know when the event is sold out so she can put it on the sign.

Barb Steffler: Gave a preview of the bands that will be getting contracts. Asked if she could send contracts now that the budget is approved. The answer was yes, send the contracts.

Rob Britigan: Thanked Kris for her work on the budget.

Jon Heasley: Indicated that he can do the stage speeches on all the Sundays except August 4th, 11th, and 18th.

Kris Jordan: Asked if there would be a contract for her to sign. The answer was that she will have one at the next meeting.

6. Adjournment

There being no further business to come before the KAC, Barb Steffler made a motion to adjourn the meeting at 7:20 PM. Jon Heasley supported this motion.
Motion Carried.

7. Next Meeting

The next meeting of the Kindleberger Arts Commission will be held on Monday, March 11th at 6:00 PM.