



## AGENDA

### REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

May 6, 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 April 15, 2019

From the City Commission Work Session Minutes of April 15, 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. 1384 – receive
- Warrant No. 1385 - receive
- Kindleberger Park – Pavilion #1, Lewis – approve
- Kindleberger Park – Pavilion #3, Hayes – approve
- Kindleberger Park – Pavilion #5, Clark - approve
- Kalamazoo Area Building Authority Permit Report - receive

## **7. Unfinished Business**

- Public Hearing for 2019-2020 Fiscal Year Budget
- Attorney Schubkegel – Legal Matter

## **8. New Business**

- Resolution to Adopt the Major Streets Deficit Elimination Plan - adopt
- Purchase of a New Roof for City Hall – approve
- Purchase Two Exmark Zero Turn Mowers, MI Deal – approve
- Repave Orient Street – approve
- Prein & Newhof Traffic Signal Study proposal - approve

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

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

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

## **11. Mayor and Commissioner Comments**

## **12. City Manager Comments**

## **13. Adjournment**

**MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY APRIL 15, 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 Commissioner Heasley, supported by Commissioner Emmons to approve the amended Minutes of the April 1, 2019 Regular Meeting.

**Motion Carried.**

Moved by Commissioner Heasley, supported by Commissioner Evans to approve the Minutes of the April 3, 2019 Special Meeting.

**Motion Carried.**

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

None. Moved by Commissioner Bagley, supported by Vice Mayor Jordan 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. Ordinance 216 - Amendment of Fire Works Ordinance – 2<sup>nd</sup> reading. Per City Manager Stoddard, no changes have been made since the First Reading. Moved by Commissioner Bagley, supported by Commissioner Evans to approve Ordinance 216 – Amendment of Fire Works Ordinance. **Motion Carried.**

B. Ordinance 216 – Amendment of Fire Works Ordinance – approve. Moved by Commissioner Bagley, supported by Vice Mayor Jordan, to approve Ordinance 216 – Amendment of Fire Works Ordinance. Roll call vote was as follows:

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

Nays: None.

Absent: None.

Abstain: None.

**Motion Carried 7-0.**

**8. New Business**

A. None.

**9. Standing Board and Committee Reports**

A. Personnel Committee - Commissioner Heasley stated that all evaluations had been turned in and he expects to have a report at the next meeting.

**10. Citizen Comments**

None.

**11. Mayor and Commissioner Comments**

Commissioner Heasley commented that the tragedy in Paris of Notre Dame burning has had an effect on him.

Commissioner Evans announced there's an art show at the Community Library of local students' work.

Mayor Britigan reminded all of the Little League opening day of their 65<sup>th</sup> season is April 27 and that Sunday May 5 is the Borgess Marathon, and to support both.

**12. City Manager Comments/Reports**

Manager Nancy Stoddard reported a good turnout for the Envisioning the River Town Hall Meeting, where discussion occurred about the environmental, educational, and recreational uses citizens want to see for our section of the Kalamazoo River. She then 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 7:17 p.m.

Shannon Stutz  
City Clerk

**MINUTES OF THE WORK SESSION OF THE PARCHMENT CITY COMMISSION HELD ON  
MONDAY APRIL 15, 2019.**

**1. Call to order**

Mayor Britigan called the meeting to order at 7:21 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. Citizen Comments – Items ON the Agenda**

None.

**4. New Business**

A. 2019-20 Fiscal Year Budget overview – City Manager Stoddard. Discussion ensued, including Commission goals and how they translate into the budget.

**5. Adjournment**

Moved by Commissioner Emmons and supported by all to adjourn the meeting at 8:22 p.m.

Shannon Stutz  
City Clerk



**City of Parchment  
Check Register Report  
Warrant 1384**

Check #	Check Date	Vendor Name	Check Description	Amount
<b>MERCANTILE Checks</b>				
35227	04/12/2019	ROBERT BRITIGAN	MML Capital Conf mileage/parking	104.90
35228	04/12/2019	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	201.92
35229	04/12/2019	CLARK TECHNICAL SERVICES	March Support	330.00
35231	04/12/2019	CONSUMERS ENERGY	Citywide energy use - April	7,681.47
35232	04/12/2019	CORNERSTONE TECHNOLOGIES	Monthly Contract -copier/printer	133.07
35233	04/12/2019	DEYOUNG LANDSCAPE SERVICE	Turf Treatment #1-Stage	165.00
35234	04/12/2019	FORD, KRIEKARD, SOLTIS & WISE	General/Police Matters - March	3,218.75
35235	04/12/2019	J & J LOCKSMITHS	Service Call	60.00
35236	04/12/2019	KALAMAZOO CITY TREASURER	water - City Hall, DPW	170.55
35237	04/12/2019	KALAMAZOO OIL CO.	Fuel Charges-3/16 to 3/31/19	395.34
35238	04/12/2019	KALAMAZOO OIL CO.	349 Gallons Diesel Fuel	967.96
35239	04/12/2019	KALAMAZOO TOWNSHIP	Police/Fire Services - April	28,847.75
35240	04/12/2019	KRESA PRINT CENTER	2,100 Winter Newsletters	338.70
35241	04/12/2019	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg	29.32
35242	04/12/2019	MLIVE MEDIA GROUP	Affidavit - public hearing variance	95.70
35243	04/12/2019	PREIN & NEWHOF	SAW Grant, MS4 permit	18,647.75
35244	04/12/2019	PURITY CYLINDER GASES, INC.	1/4'ly Cylinder Rental	45.45
35245	04/12/2019	REPUBLIC SERVICES #249	City Wide Pickup-April	8,550.52
35246	04/12/2019	RIETH-RILEY CONSTRUCTION CO.	5.38 Ton Cold Patch	773.20
35247	04/12/2019	SBAM PLAN	Employee & Retiree Ins - May	12,900.79
35248	04/12/2019	SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-March	120.00
35249	04/12/2019	SHRED-IT USA	Shredding Services	223.00
35250	04/12/2019	SMALL BUSINESS ADMIN SERVICES	HRA - April	52.50
35251	04/12/2019	KARA SMITH	Mileage-QVF Refresh Training	81.20
35252	04/12/2019	SHANNON STUTZ	Mileage-Jan, Feb, March	103.36
35253	04/12/2019	TDS	Phone Charges 492-0653	96.98
35254	04/12/2019	THIMGAN HAYDEN STUDIO	Consulting for Kindleberger Arts	28.50

Check Register Report

Warrant 1385

Date: 04/27/2019

Time: 11:45 am

Page: 1

City of Parchment

BANK: MERCANTILE

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>MERCANTILE Checks</b>							
35255	04/27/2019	Printed		0028	ASPHALT RESTORATION, INC	416 Thomas & 810 Parchmount	1,300.00
35256	04/27/2019	Printed		0886	BEAVER RESEARCH COMPANY	Weed Killer	1,427.25
35257	04/27/2019	Printed		6100	CINTAS	Uniform Rental & Towels	328.27
35258	04/27/2019	Printed		0646	ENGINEERED PROTECTION SYSTEMS	Water Treatment-5/1-7/31/19	181.41
35259	04/27/2019	Printed		8016	THE FOUNTAINS	Bingo for Bags-Dep-3/21/2020	750.00
35260	04/27/2019	Printed		8862	KALAMAZOO AREA BUILDING AUTHOR	503 N Riverview-Prop Maint.	55.00
35261	04/27/2019	Printed		0554	KALAMAZOO OIL CO.	Fuel Charges 04/01 to 04/15/19	208.48
35262	04/27/2019	Printed		1152	CHERYL LYON-JENNESS	Envsioning the River Expenses	104.24
35263	04/27/2019	Printed		0272	O'BOYLE COWELL BLALOCK & ASSOC	Envision Our River to 3/31/19	1,547.67
35264	04/27/2019	Printed		0135	PARCHMENT SERVICE CENTER	Tire Repair	30.00
35265	04/27/2019	Printed		1002	RIETH-RILEY CONSTRUCTION CO.	9.44 Tons Cold Patch	2,147.40
35266	04/27/2019	Printed		8746	VARNUM LLP	Frontier Renewal Legal Serv-Ma	327.75

**Total Checks: 12**

**Checks Total (excluding void checks): 8,407.47**

**Total Payments: 12**

**Bank Total (excluding void checks): 8,407.47**

**Total Payments: 12**

**Grand Total (excluding void checks): 8,407.47**



# 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: Leora Lewis Phone: 4043944143  
Address: PO Box 115519 Atlanta 30310  
Email: lewisleorate@gmail.com Alternate Phone: \_\_\_\_\_  
Date of Event: July 27 Time: 10am-2pm 12pm-4pm

How many attendees at your event? 30  
Will there be music as part of your event? yes lip sync contest  
Name of DJ, Musical Performer, Sound Technician: Karaoke machine

Decorations, rental chairs/tents/tables? - describe: Balloons

\*\*\*See park rules on reverse side of form

Signature: Reservation taken by phone Date: 4-23-2019

FOR INTERNAL OFFICE USE:  
Application received by: VS Date: 4-23-2019  
Payment amount received: \$100 credit Receipt # \_\_\_\_\_  
Check # \_\_\_\_\_ Cash \_\_\_\_\_

## APPROVAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Kindleberger Park Reservation Form

Area of park to be reserved:

- Sunken Garden/Gazebo (\$250 non-resident/\$150 resident)(3 hour block)  
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- 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: Aubree Hayes Phone: 720-256-0913  
Address: 317 E. Oak Grove Ave  
Email: bumanchoo@yahoo.com Alternate Phone: (720) 413-6330  
Date of Event: 6-8-2019 Time: 1pm-5pm

How many attendees at your event? 50  
Will there be music as part of your event? Yes  
Name of DJ, Musical Performer, Sound Technician: Pandora w/ blue tooth speaker  
Decorations, rental chairs/tents/tables? - describe: Graduation Table cloths  
Photos of girls - maybe some streamers  
\*\*\*See park rules on reverse side of form

Signature \_\_\_\_\_ Date \_\_\_\_\_

## FOR INTERNAL OFFICE USE:

Application received by: NS Date: 4.23.19  
Payment amount received: \$50- Receipt # 11387  
Check # \_\_\_\_\_ Cash

## APPROVAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

# 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: DaBresha Clark Phone: (740) 707-1163  
Address: 409 Haymac Dr Parchment MI 49004  
Email: Clark - DaBresha@yahoo.com Alternate Phone: (740) 707-8419  
Date of Event: May 11<sup>th</sup> 2019 Time: 2pm - 5pm

How many attendees at your event? 25-30  
Will there be music as part of your event? NO  
Name of DJ, Musical Performer, Sound Technician: N/A

Decorations, rental chairs/tents/tables? - describe: Balloons

\*\*\*See park rules on reverse side of form

DaBresha Clark 4-26-19  
Signature Date

## FOR INTERNAL OFFICE USE:

Application received by: KS Date: 4-26-19

Payment amount received: \$50 Receipt # 11395  
Check # \_\_\_\_\_ Cash credit

## APPROVAL

\_\_\_\_\_  
Signature Date

**Building**

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB19-18-161	GAUNA ADAM R & DAWN M	519 E THOMAS	\$170.00	\$0
<b>Work Description:</b> Remodel 2 Bathrooms per plans				
<b>Date Issued:</b> 04/16/2019				

**Total Permits For Type:** 1  
**Total Fees For Type:** \$170.00  
**Total Const. Value For Type:** \$0

**Mechanical**

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM19-18-191	WINTER ROBERT & STEPHANII	315 PARK AVE	\$101.00	\$0
<b>Work Description:</b> Water heater replacement				
<b>Date Issued:</b> 04/18/2019				

**Total Permits For Type:** 1  
**Total Fees For Type:** \$101.00  
**Total Const. Value For Type:** \$0

**Report Summary**

Population: All Records  
 Permit.DateIssued in <Previous  
 week> [04/14/19 - 04/20/19]  
 AND  
 Property.City = Parchment

<b>Grand Total Fees:</b>	<b>\$271.00</b>
<b>Grand Total Permits:</b>	<b>2</b>
<b>Grand Total Const. Value:</b>	<b>\$0</b>

**Building**

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB19-18-178	SHINAULT NATHAN & GRACE	618 KEYES DR	\$170.00	\$4,000

**Work Description:** Removal of the existing deck and building a new 456 s/f deck.

NOTE: FOOTINGS TO BE A MINIMUM OF 6" X 12" AT THE BOTTOM.

**Date Issued:** 04/26/2019

<b>Total Permits For Type:</b>	<b>1</b>
<b>Total Fees For Type:</b>	<b>\$170.00</b>
<b>Total Const. Value For Type:</b>	<b>\$4,000</b>

**Electrical**

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE19-18-177	GAUNA ADAM R & DAWN M	519 E THOMAS	\$155.00	\$0

**Work Description:** Remodel of 2 bathrooms

**Date Issued:** 04/25/2019

<b>Total Permits For Type:</b>	<b>1</b>
<b>Total Fees For Type:</b>	<b>\$155.00</b>
<b>Total Const. Value For Type:</b>	<b>\$0</b>

**Plumbing**

Permit #	Contractor	Job Address	Fee Total	Const. Value
PP19-18-108	GAUNA ADAM R & DAWN M	519 E THOMAS	\$170.00	\$0

**Work Description:** Tw full bathrrom alteration

**Date Issued:** 04/22/2019

<b>Total Permits For Type:</b>	<b>1</b>
<b>Total Fees For Type:</b>	<b>\$170.00</b>
<b>Total Const. Value For Type:</b>	<b>\$0</b>

# Report Summary

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Population: All Records

Permit.DateIssued in <Previous week> [04/21/19 - 04/27/19]

AND

Property.City = Parchment

**Grand Total Fees:**

**\$495.00**

**Grand Total Permits:**

**3**

**Grand Total Const. Value:**

**\$4,000**

**Major Streets Deficit Elimination Plan Resolution**

WHEREAS The City of Parchment’s Major Street Fund has a \$165,992 deficit fund balance on June 30, 2018; and

WHEREAS 1971 PA 140 requires that a Deficit Elimination Plan be formulated by the local unit of Government and filed with the Michigan Department of Treasury;

NOW THEREFORE IT IS RESOLVED that the City of Parchment’s legislative body adopts the following as the City of Parchment Major Street Fund Deficit Elimination Plan:

	Per Audit	Orig. Budget	Amended Budget
	2017-18	2018-19	2018-19
<b>Beginning</b>			
<b>Unrestricted Net Position</b>	\$ (414,563)	\$ (165,992)	\$ (165,992)
<b>Revenues</b>			
Act 51 Revenues	\$ 144,017	\$ 140,000	\$ 140,000
Transfer from General	\$ 105,000	\$ 50,000	\$ 50,000
Transfer from Water/Sewer	\$ 75,000	\$ 75,000	\$ 75,000
<b>Total Revenue</b>	\$ 324,017	\$ 265,000	\$ 265,000
<b>Expenditures</b>			
Salaries & Wages	\$ 26,074	\$ 33,845	\$ 22,085
Contracted Services	\$ 13,032	\$ 13,750	\$ 10,000
Repair & Maintenance	\$ 4,120	\$ 4,600	\$ 900
Gas & Oil & Salt	\$ 4,878	\$ 11,150	\$ 10,563
Overhead	\$ 5,400	\$ 17,000	\$ 17,000
Miscellaneous	\$ 1,942		
Transfer to Local Streets	\$ 20,000	\$ 20,000	\$ 20,000
<b>Total Expenses</b>	\$ 75,446	\$ 100,345	\$ 80,548
<b>Ending</b>			
<b>Unrestricted Net Position</b>	\$ (165,992)	\$ (1,337)	\$ 18,460

The roll call vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

I, Shannon Stutz, City Clerk for the City of Parchment do hereby certify that the foregoing resolution was adopted by the City Commission of the City of Parchment at its regular meeting held on Monday, \_\_\_\_\_, 2019 and that the foregoing is the record of the vote on said resolution.

\_\_\_\_\_  
Shannon Stutz, Clerk/Treasurer  
City of Parchment

**MEMORANDUM**

To: Parchment City Commission

From: Nancy R. Stoddard, City Manager

Date: April 23, 2019

Re: Replace the Roof on City Hall

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**IT IS RECOMMENDED**

That Sherriff-Goslin Company, the lowest bidder, would be hired for the replacement of the roof on City Hall at a cost of \$34,566.00.

**BACKGROUND**

The roof at City Hall is approximately 25 years old and has been patched on multiple occasions. Unfortunately the patches have not held and there have been numerous water leaks into the Commission Room causing water damage to the recently painted walls and the twice cleaned carpeting.

Four bids were sought for this project, with a return of 2 bids:

- Sherriff-Goslin Company at \$34,566.00
- VanBeck's Roofing & Siding at \$34,570.00
- Carlyle Roofing – Contacted twice, no showed
- Hoekstra Roofing – Contacted twice, no showed

# Sherriff-Goslin Company

John E. Lovely, Commercial Manager

10 Avenue "C"

Battle Creek, Michigan 49037

269-962-4036

FAX 269-962-4103

## Commercial Roof Proposal

Parchment City Hall  
650 S. Riverview Dr.  
Parchment, MI; 49001

Job#158-19-01  
2-19-2019

Re: Roof Replacement at City Hall.

- 1) Remove as much of the loose gravel on the roof as possible and dispose of.
- 2) Install 1-1/2" polyisocyanurate insulation over the remaining roof complete using mechanical fasteners.
- 3) Install a fully adhered 60 mil EPDM roof membrane over the insulation.
- 4) Flash all walls and curbs with 60 mil EPDM and bonding adhesive.
- 5) Flash all remaining roof penetrations per manufacture specifications.
- 6) Install new 24 gauge galvanized edge metal around the perimeter of the roof.
- 7) At the completion of the project provide a 20 manufacture warranty.

Total Cost: \$34,566.00

Note: A mechanical contractor will need to disconnect lines to the main unit on the roof and reconnect after the roof is finished. Brick work on the chimney is in bad shape and you should have a mason look at it for you.

John E. Lovely  
Commercial Manager  
Sherriff-Goslin Company

Authorized Signature \_\_\_\_\_

## MEMORANDUM

To: Parchment City Commission

From: Nancy R. Stoddard, City Manager

Date: April 23, 2019

Re: Purchase of Two Exmark Zero Turn Mowers

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### IT IS RECOMMENDED

That we purchase 2 - 72" deck Exmark Zero Turn Mowers from Steensma Lawn & Power Equipment thru the State of Michigan MI DEAL Program for \$12,506.00.

### BACKGROUND

The City of Parchment's current mowers have been fixed repeatedly over the past years and parts are difficult to find. Searching for available parts is time consuming for personnel and cause a loss of work productivity.

2004 Zero Turn Mower – This mower is 15 years old and the many hours of mowing are showing. It is burning oil, leaking oil, and the drive pump is getting weak. Drive pumps are costly to replace and it would not be worth it to spend the money for a new one.

2009 Diesel Zero Turn Mower – This mower is approximately 10 years old but has been a problem since it was purchased. It severely overheats even though the cooling parts (thermostat, radiator, sending units) have all been replaced. The drive pumps and wheel motors have all been replaced twice at \$4000 each time. The diesel motor can only mow flat areas as it does not have the power to climb hills.



**MEMORANDUM**

To: Parchment City Commission

From: Nancy R. Stoddard, City Manager

Date: April 23, 2019

Re: Repaving of Orient Street

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**IT IS RECOMMENDED**

That Lakeland Asphalt Corporation, the lowest bidder, would be hired for the repaving project on Orient Street at a cost of \$40,295.00.

**BACKGROUND**

The City of Parchment's street with the greatest need for repaving is Orient Street, as it bears the traffic of the school buses, as well as the residents. Three bids were obtained for this project:

- Lakeland Asphalt Corporation at \$40,295.00
- Rieth-Riley Construction Company at \$44,895.00
- MPM Michigan Paving and Materials Co at \$55,500.00



Lakeland Asphalt Corp.  
 548 Avenue A  
 Battle Creek, MI 49037  
 www.lakelandasphalt.com

Phone: 269-964-1720  
 Fax: 269-964-8202

**Submitted to:**  
 City of Parchment  
 650 S. Riverview Drive  
 Parchment, MI 49004

**Job:**  
**Orient Street Re-Paving**  
 Thomas St to G Avenue  
 Parchment, MI

**Date:**  
 3/11/2019

**We hereby submit specifications and estimates for:**

**Syds: 1797**

**Scope of Work:**

Roto-mill existing asphalt pavement to an average depth of 4"  
 Fine grade and compact area  
 Furnish, install, and compact an average of 2.5" of MDOT, HMA, 13A leveling course  
 Apply a bond coat for proper adhesion  
 Furnish, install, and compact an average of 1.5" of MDOT, HMA, 36A wearing course  
 Re-stripe existing corsswalk at G Avenue south springpoint

**Total = \$ 40,295.00**

**Notes:**

*Construction limits are from north edge of Thomas Street to crosswalk at G Avenue springpoint  
 Any required subgrade repairs for unsuitable soils shall be performed at a rate of \$75.00 per cyd*

**Richard  
 VanDerhoff**

Digitally signed by  
 Richard VanDerhoff  
 Date: 2019.03.11  
 10:53:16 -04'00'

THIS CONTRACT INCLUDES ALL OF THE STANDARD  
 CONDITIONS SET FORTH ON THE REVERSE SIDE.

Authorized Signature  
**Rich VanDerhoff**  
**Project Manager**  
**269-762-3407**

Note: This contract may be withdrawn by us if not  
 accepted within 15 days.



**PAYMENT IN FULL UPON  
 RECEIPT OF INVOICE**



*3% processing fee applies to all credit card payments*

**ACCEPTANCE OF CONTRACT & STANDARD CONDITIONS**

I (We) have read the above contract INCLUDING THE STANDARD CONDITIONS ON THE REVERSE SIDE, and hereby accept the prices, specifications, and standard conditions as stated. You are hereby authorized to begin the work as proposed at your earliest convenience. We also acknowledge receipt of this Contract and agree that it is accurate and as contracted.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ (owner/officer)

**Signature:** \_\_\_\_\_ (owner/officer)

April 12, 2019

Sent via email: [manager@parchment.org](mailto:manager@parchment.org)

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

**RE: City of Parchment - Traffic Signal Warrant Study**

Dear Ms. Stoddard

Prein&Newhof (P&N) is pleased to present the City of Parchment our proposal to perform engineering services on the above referenced project and the preparation of a traffic analysis (TA). Our proposal was prepared based on our discussion with you and the recent funding your City acquired from Kalamazoo Area Transportation Study (KATS) for this study.

**PROJECT OVERVIEW**

Based on the existing geometrics of the area and our conversation with the City, the analysis will evaluate three (3) existing signalized intersections and two (2) un-signalized intersections along Riverview Drive between Mosel Avenue and G Avenue in Parchment, Michigan. A traffic signal warrant analysis will be performed for the existing conditions at each study location.

**SCOPE OF WORK**

We propose the following scope of work for the traffic study:

**1) Site Reconnaissance/Data Collection**

- P&N will visit the site and collect data to include lane configurations and traffic control devices. P&N will arrange for the collection of weekday 24-hour intersection traffic volume approach counts which will be taken at the following intersections:

Glendale Boulevard & Island Avenue/Riverview Drive  
Parchmount Avenue/Riverview Drive  
Oak Grove Avenue/Riverview Drive  
Glenguile Avenue/Riverview Drive  
Thomas Street/Riverview Drive

- A 12-hour pedestrian volume count will also be taken at the intersection of Glenguile Avenue /Riverview Drive.
- P&N will review and utilize KATS traffic volume data on the study roadways when applicable.

**2) Traffic Signal Warrant Analysis**

- Using data developed in Task 1, P&N will perform traffic signal warrant analyses at the five (5) study intersections. The traffic signal warrants will be based on the existing conditions to determine if traffic signals are/would be warranted.

- Warrants #1 (Eight Hour Vehicular Volume), #2 (Four Hour Vehicular Volume), and #7 (Crash Experience) will be used to evaluate the need for signalized intersections. Based on existing conditions and applicability, the remaining warrants will not be analyzed.
- Warrant #4 (Pedestrian Volume) will be used to evaluate the need for a signalized intersection at the intersection of Glenguile Avenue/Riverview Drive only.

### **3) Report**

- P&N will prepare a written report, complete with tables and graphics that summarize the methodology, findings and conclusions of the study. An electronic draft copy of the report will be submitted to the City for review prior to packaging and sealing the report.
- The City will have two (2) weeks to review the draft study and return comments.
- The Final Report will be developed and two (2) hard copies will be provided, along with an electronic sealed PDF copy. One additional hard copy will be provided for the City's submittal to KATS.

### **4) Project Meetings**

- The P&N team will attend up to one (1) project meeting with representatives from the City to discuss the results of the draft study and incorporate comments. For this proposal this meeting is assumed to be held at the City of Parchment offices.

## **COMPENSATION**

We propose to provide the above referenced services for the lump sum price: \$10,000.00.

If additional work is requested or required beyond the scope outlined above, additional fees will be negotiated at that time. We will provide an estimate and obtain your authorization prior to performing additional services.

## **ADDITIONAL SCOPE TO CONSIDER**

### **Capacity Analysis (CA) – Estimated Cost = \$5,030.00**

Existing and future levels of service with and without the signalized intersections can also be calculated and reviewed in a capacity analysis (CA) to identify deficiencies, and quantify the before and after effects of signal removal/addition. This review will assist in the decision making process regarding the existing signalized intersections.

- P&N will arrange for the collection of weekday AM (7:00 AM to 9:00 AM) and PM (2:00 PM to 6:00 PM), peak hour turning movement counts at the five (5) study intersections.
- Weekday peak hour levels of service are calculated in accordance with the 2010 Highway Capacity Manual.
- Levels of service below the City's desired thresholds, will be identified and potential improvements will be recommended to mitigate the level of service deficiencies.

Ms. Nancy Stoddard  
April 12, 2019  
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If the City desires to include the Capacity Analysis with our scope of services, P&N will need authorization prior to data collection.

#### **TIMELINE / SCHEDULE**

We are in a position to start this work within two weeks of authorization to proceed, and expect to complete it in accordance with the following project development schedule:

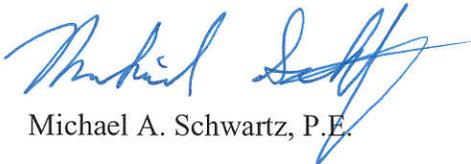
Kickoff Meeting/ Scope Verification	April 2019
Perform Traffic Counts	April/May 2019
Preliminary Traffic Study Report	June 2019
Review Meeting	July 1, 2019
City of Parchment Review of Draft Report	July 8-22, 2019
Final Traffic Study Report	July 30, 2019

*The project schedule remains the same even if the Capacity Analysis is included.*

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:smt/dlj

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)

## Professional Services Agreement

This Professional Services Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001, and City of Parchment (“Client”), of 650 S. Riverview Drive, Parchment, MI 49004.

WHEREAS Client intends to:

Obtain a Traffic Signal Warrant Study.

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

For P&N

Name: Nancy Stoddard

Title: City Manager

Phone Number: (269) 349-3785

Facsimile Number: (269) 345-5441

Email: manager@parchment.org

Name: Michael A. Schwartz, P.E.

Title: Project Manager

Phone Number: (269) 372-1158

Facsimile Number: (616) 364-6955

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 April 12, 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 April 12, 2019

Scope of Services defined as follows:

**ARTICLE 4 – COMPENSATION:**

Lump Sum for Services Described in Article 3 above - \$10,000.00.

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.