AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

November 4, 2019
7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

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

Officers

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

1. **Call to Order**

2. **Roll Call**

3. **Approval of Minutes**
   From the City Commission Regular Meeting Minutes of October 21, 2019

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

5. **Citizen Comments – Items ON the Agenda**
   If you wish to comment regarding items ON the agenda, please follow the format below:
   - *Stand at the podium*
   - *State your name and address for the record*
   - *You are allowed up to 5 minutes for your comments*
   - *Please let us know if you require special accommodations by notifying the Clerk*

- *Reminder: You will be making a statement, without discussion from the Commission. You are always welcome to make an appointment with the City Manager to further discuss your comments.*

6. **Consent Agenda**

   Items on the consent agenda will be dealt with one vote by the City Commission unless a Commissioner requests an item be dealt with individually.

   Motion to RECEIVE OR APPROVE as indicated:

   i. Warrant No. 1398 – receive
   ii. KABA Weekly Permits – receive
   iii. KATS September Meeting Minutes - receive

7. **Public Hearing – Fire Service Contract**

8. **Unfinished Business**

9. **New Business**

   A. Traffic Analysis at Island and Riverview – approval

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

11. **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 OCTOBER 21, 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: None.

3. **Minutes**

Moved by Commissioner Bagley, supported by Commissioner Heasley to approve the amended Minutes of the October 7, 2019 Regular Meeting.
Motion Carried.

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

Add item 8 F Memo to add KAC member at large; remove item 8C – Traffic Analysis. Moved by Commissioner Heasley, supported by Commissioner Emmons to accept the agenda. **Motion Carried**.

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

None.

6. **Consent Agenda**

A. Vice Mayor Jordan questioned the diesel fuel costs on the warrant. Treasurer Stutz explained that Carleton Equipment invoiced us separately for fuel costs related to the rental of the mulcher, the rest was regular monthly usage. Moved by Vice Mayor Jordan, supported by Commissioner Evans to receive the consent agenda items. **Motion Carried.**

7. **Unfinished Business**

A. Festival Director Contract – approval. Mayor Britigan reported that the Kindleberger Arts Committee has recommended that Kris Jordan chair the festival again for the price of $2000. He went on to praise Kris for her work in the past, adding that the city is lucky to have her. Vice Mayor Jordan noted his abstention from discussion and voting. Commissioner Heasley advised that the city owes Kris more than the $2000 we've paid her in the past and that we are "getting a steal". He then motioned to approve the presented contract for Kris Jordan to chair the Kindleberger Festival for 2020 in the amount of $2000, supported by Commissioner Bagley. Roll call vote was as follows:

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

Motion Carried 6-0.

8. **New Business**

A. Fire Service Contract – discussion. The Fire Ad Hoc Committee was made up of Commissioner Bagley, Mike Conner, Fire Chief Dave Obreiter, Kalamazoo Township Supervisor Don Martin, and City Manager Nancy Stoddard. Mike Conner began with an overview of conversations had with the Fire Chief, adding that feedback from firefighters has been positive. Moving to Kalamazoo Township would allow for better and more training opportunities, more call runs, more economies of scale with equipment and training. Commissioners discussed pros and cons. City Manager Stoddard added that our ISO rating may be lowered which could in turn lower our liability insurance.

B. Set Public Hearing for Fire Service Contract November 4, 2019. Moved by Commissioner Bagley, supported by Commissioner Emmons to approve the Public Hearing for Fire Service Contract at 7 pm on Monday, November 4, 2019. **Motion Carried**.

C. Appoint KAC Member at Large – approve. Per Mayor Britigan, the Kindleberger Arts Committee recommends appointing Liz Emmons to the committee as an At Large member. He noted that she's been involved in the festival in the children's area for a few years. Commissioner Emmons noted his abstention from discussion and voting. Moved by Commissioner Heasley, supported by Vice Mayor Jordan to appoint Liz Emmons to the Kindleberger Arts Committee as an At Large member. **Motion Carried**.

D. KABA 2020 Proposed Budget - approval. After looking at KABA's proposed budget, Mayor Britigan stated that their net position is improving. Commissioner Emmons added that he's been attending meetings for two years now and they are "moving in the right direction". He thought it was good that they won't need to ask members for money for a property purchase. Commissioner Fooy said he didn't understand why the commission has to approve their budget; to which the Mayor responded that it's in KABA's bylaws that members' elected body has to approve their proposed budget. Moved by Commissioner Emmons, supported by Commissioner Bagley to approve KABA's proposed 2020 budget as presented. Roll call vote was as follows:

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

Motion Carried 6-1.

E. Gabridge Audit Engagement Letter – approval. Per Mayor Britigan, this letter is a standard formality prior to the CPA firm doing their yearly audit work. City Manager Stoddard added that we will be requesting bids for next year from other firms as well. Moved by Commissioner Heasley, supported by Vice Mayor Jordan, to approve the Audit Engagement letter as presented**. Motion Carried**.

9. Standing Board and Committee Reports

None.

10. Citizen Comments

Mike Conner, 1150 Parchmount, asked about KABA's financing of their building.

11. Mayor and Commissioner Comments

Commissioner Bagley thanked Mike Conner for giving the report on the Fire service contract.

Commissioner Heasley thanked the fire committee, adding that this should have been looked at years ago. He then noted tonight would be his last meeting and thanked everyone present and not present for the past 40 years for making our city better. He recommended staying away from social media, adding that "this room is where the work gets done". He added "it's been a thrill".

Vice Mayor Jordan thanked Commissioner Heasley for his kind words for Kris Jordan, and for his many years of service to the City. He thanked Mike for his report, and Liz Emmons for joining the KAC. Then he asked City Manager Stoddard about a River Reach sign at Oak Grove and Wilson, wondering if it could be removed.

Mayor Britigan invited Commissioner Heasley to return to the Commission meeting on December 2, to receive his appropriate accolades. He then reminded everyone that there is only one meeting left prior to the election, and that the new commissioners will be sworn in on December 2.

12. City Manager Comments/Reports

City Manager Stoddard thanked Commissioner Heasley for his knowledge, the great history he shares, adding that it has been a pleasure to work with him. She then invited all who had concerns to call or visit City Hall to discuss with 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 7:47 p.m.

Shannon Stutz
City Clerk

City of Parchment

Check Register Report

Warrant 1398

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
35597	10/25/2019	CINTAS	Uniform Rental & Towels	109.01
35598	10/25/2019	JESSICA CUMMINS	Deposit Refund - Gazebo - 10/12/19	100.00
35599	10/25/2019	GREG'S TREE SERVICE	Remove Limb	100.00
35600	10/25/2019	IMAGE TREND, INC.	Fire Records Management software	1,189.15
35601	10/25/2019	KALAMAZOO OIL CO.	Fuel Charges 10/1 to 10/15/19	479.37
35602	10/25/2019	KRESA PRINT CENTER	2100 Newsletters	338.70
35603	10/25/2019	SBAM PLAN	Employee & Retiree Ins-Nov	11,723.53
35604	10/25/2019	MICHAEL TAYLOR	Deposit Refund- Gazebo-10/4/19	100.00
35605	10/25/2019	VARNUM LLP	Frontier Renewal Legal	534.75

KABA
Kalamazoo Area Building Authority

2019 MONTHLY PERMITS BY JURISDICTION

MONTH OF OCTOBER 2019

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	21	$ 12,847
COMSTOCK	ELECTRICAL	13	$ 2,574
COMSTOCK	MECHANICAL	19	$ 3,791
COMSTOCK	PLUMBING	15	$ 2,769
COMSTOCK	SPECIAL - JURISDICTION	1	$ 55
COMSTOCK	SPECIAL - HOMEOWNER	2	$ 110
TOTAL COMSTOCK		**71**	**$ 22,146**
KALAMAZOO	BUILDING	19	$ 4,784
KALAMAZOO	ELECTRICAL	16	$ 3,421
KALAMAZOO	MECHANICAL	28	$ 4,519
KALAMAZOO	PLUMBING	8	$ 1,221
KALAMAZOO	SPECIAL - JURISDICTION	4	$ 220
KALAMAZOO	SPECIAL - HOMEOWNER	4	$ 220
TOTAL KALAMAZOO		**79**	**$ 14,385**
PARCHMENT	BUILDING	2	$ 1,305
PARCHMENT	ELECTRICAL	3	$ 648
PARCHMENT	MECHANICAL	3	$ 511
PARCHMENT	PLUMBING	2	$ 413
PARCHMENT	SPECIAL - JURISDICTION	2	$ 110
PARCHMENT	SPECIAL - HOMEOWNER	1	$ 55
TOTAL PARCHMENT		**13**	**$ 3,042**
PINE GROVE	BUILDING	3	$ 510
PINE GROVE	ELECTRICAL	4	$ 800
PINE GROVE	MECHANICAL	-	$ -
PINE GROVE	PLUMBING	-	$ -
PINE GROVE	SPECIAL - JURISDICTION	-	$ -
PINE GROVE	SPECIAL - HOMEOWNER	-	$ -
TOTAL PINE GROVE		**7**	**$ 1,310**
RICHLAND	BUILDING	8	$ 9,000
RICHLAND	ELECTRICAL	7	$ 1,487
RICHLAND	MECHANICAL	19	$ 4,759
RICHLAND	PLUMBING	5	$ 1,044
RICHLAND	SPECIAL - JURISDICTION	1	$ 55
RICHLAND	SPECIAL - HOMEOWNER	-	$ -
RICHLAND		**40**	**$ 16,345**
TOTAL		**210**	**$ 57,228**

REVENUE	REVENUE
OCTOBER 2018	% PREV YEAR MONTH
$ 47,030	121.7%

PERMITS	PERMITS
OCTOBER 2018	% 2018 - YTD
157	133.8%

KABA

2019 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: OCTOBER 2019

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	156	$ 144,893
COMSTOCK	ELECTRICAL	162	$ 35,525
COMSTOCK	MECHANICAL	174	$ 37,181
COMSTOCK	PLUMBING	147	$ 26,816
COMSTOCK	SPECIAL - JURISDICTION	20	$ 1,100
COMSTOCK	SPECIAL - HOMEOWNER	5	$ 275
TOTAL COMSTOCK		664	$ 245,790
KALAMAZOO	BUILDING	153	$ 56,260
KALAMAZOO	ELECTRICAL	160	$ 30,042
KALAMAZOO	MECHANICAL	206	$ 36,981
KALAMAZOO	PLUMBING	86	$ 13,089
KALAMAZOO	SPECIAL - JURISDICTION	85	$ 4,675
KALAMAZOO	SPECIAL - HOMEOWNER	18	$ 990
TOTAL KALAMAZOO		708	$ 142,037
PARCHMENT	BUILDING	13	$ 2,890
PARCHMENT	ELECTRICAL	5	$ 908
PARCHMENT	MECHANICAL	15	$ 1,941
PARCHMENT	PLUMBING	7	$ 1,272
PARCHMENT	SPECIAL - JURISDICTION	14	$ 770
PARCHMENT	SPECIAL - HOMEOWNER	2	$ 110
TOTAL PARCHMENT		56	$ 7,891
PINE GROVE	BUILDING	38	$ 11,317
PINE GROVE	ELECTRICAL	36	$ 5,731
PINE GROVE	MECHANICAL	25	$ 3,568
PINE GROVE	PLUMBING	7	$ 1,501
PINE GROVE	SPECIAL - JURISDICTION	1	$ 55
PINE GROVE	SPECIAL - HOMEOWNER	2	$ 110
TOTAL PINE GROVE		109	$ 22,282
RICHLAND	BUILDING	155	$ 90,833
RICHLAND	ELECTRICAL	134	$ 22,549
RICHLAND	MECHANICAL	152	$ 23,347
RICHLAND	PLUMBING	90	$ 14,198
RICHLAND	SPECIAL - JURISDICTION	5	$ 275
RICHLAND	SPECIAL - HOMEOWNER	3	$ 165
RICHLAND		539	$ 151,367
TOTAL	YTD	2076	569,367

REVENUE	REVENUE
YTD - OCTOBER 2018	% 2018 - YTD
$ 375,809	151.5%

REVENUE
% 2019 YTD BUDGET
131.73%

PERMITS	PERMITS
YTD - OCTOBER 2018	% 2018 - YTD
1485	139.8%

2019 MONTHLY CUMULATIVE TOTALS	2019 MONTHLY CUMULATIVE TOTALS	
# PERMITS	REVENUE	
111	$ 22,393	JAN
282	$ 58,331	FEB
137	$ 37,487	MAR
208	$ 48,515	APRIL
231	$ 63,479	MAY
209	$ 84,473	JUNE
228	$ 56,508	JULY
227	$ 59,399	AUG
233	$ 81,554	SEPT
210	$ 57,228	OCT
-	$ -	NOV
-	$ -	DEC
2,076	569,367	2019

KALAMAZOO AREA TRANSPORTATION STUDY POLICY COMMITTEE
Minutes of the September 25, 2019 Meeting

CALL TO ORDER

The September 25, 2019 Policy Committee Meeting was called to order by Chair Randy Thompson at 9:01 a.m.

INTRODUCTIONS

Introductions were made by all present.

ROLL CALL

Meeting attendance was recorded on the sign-in sheet.

MEMBERS PRESENT

Curtis Aardema	Central County Transportation Authority
David Anderson	City of Kalamazoo
Dan Bishop	Village of Lawton
Rob Britigan	City of Parchment
Carol Daly	Village of Mattawan
Marsha Drouin, Treasurer	Richland Township
Libby Heiny-Cogswell	Oshtemo Township
Jeff Heppler	Village of Augusta
Joanna Johnson	Road Commission of Kalamazoo County
Greg Kinney	Van Buren County Road Commission
Nicolette Leigh	Kalamazoo Township
Tracey Locey	Brady Township
Sean McBride	Kalamazoo County Transportation Authority
Don Mayle	MDOT, Planning
Sarah Moyer-Cale	Village of Paw Paw
Pete Pfeiffer	Michigan Department of Transportation, TSC
Paul Schincariol	Van Buren County Road Commissioners
Laurence Shaffer	City of Portage
Jeff Sorensen	Cooper Township
Tom Swiat	Prairie Ronde Township
Randy Thompson, Chair	Comstock Township
Don Ulsh	Schoolcraft Township
Jerry VanderRoest	Charleston Township

MEMBERS ABSENT

Tracy Hall	Kalamazoo County
Carl Keller	Village of Vicksburg
Jon Speeter	Pavillion Township

OTHERS PRESENT

Thom Brennan	RCKC
Jason Gatlin	Wakeshma Township
Linda Kerr	Texas Township
Megan Mickelson	KATS
Fred Nagler	KATS
Elizabeth Rumick	KATS
Paul Sotherland	KATS Citizens Advisory Committee

Jon Start	KATS
Jodi Stefforia	Comstock Township
Steve Stepek	KATS
Jack Urban	Kalamazoo City Commission

CHANGES OR ADDITIONS TO THE AGENDA

No changes or additions to the agenda were requested.

APPROVAL OF THE AGENDA

MOTION by Heiny-Cogswell, SECOND by Drouin, ***"to approve the agenda of the September 25, 2019 Policy Committee Meeting."*** MOTION APPROVED.

CITIZENS' COMMENTS

No citizens' comments were made.

CONSENT AGENDA

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

DRAFT KATS ADMINISTRATIVE POLICIES & PROCEDURES DOCUMENT

Start referred to the enclosed packet and explained the only change relates to public engagement. The Technical Committee recommends Policy Committee approve.

MOTION by Sorensen, SECOND by Ulsh, ***"to accept and approve the KATS Administrative Policies and Procedures Document."*** MOTION APPROVED.

KATS FINANCE AND PERSONNEL COMMITTEE RECOMMENDATIONS

Start explained staff evaluations have taken place and the Finance and Personnel Committee met to discuss recommendations of a 1.6% Cost of Living and Merit Increases of 2.4% - 3.4%. Drouin stated specifics.

MOTION by Sorensen, SECOND by Ulsh, ***"to accept and approve the KATS Finance and Personnel Committee Recommendations."*** MOTION APPROVED.

TRAVEL DEMAND MODEL UPDATE

Start updated the work under the contract with Cambridge Systematics used to refresh the Travel Demand Model for KATS Metropolitan Transportation Plan. KATS will be improving and updating next year, coordinating with Michigan Department of Transportation modeling system, consultants and KATS staff on Socio-Economic member input. Feedback is communicated to the consultant for accurate representation. KATS has another proposed contract with Cambridge Systematics next year. This model horizon is 2050 but KATS reviews and receives feedback every five years.

FY 2019 TRANSPORTATION IMPROVEMENT PROGRAM STATUS

Start explained the numbers presented in Transportation Improvement Program are appropriation dollars that everybody programs to, but what gets obligated is a lesser amount. Once obligation gets hit statewide, all projects are frozen. For the first time, to this extent, two agencies were affected by this in 2019 totaling 2 million dollars. A project for City of Kalamazoo Portage Road from Stockbridge toward Lovell Street, and City of Portage congestion mitigation air quality in conjunction with paving, no longer have funds available.

The annual federal redistribution in August takes unused federal highway dollars and distributes them back to the states which passes to local agency programs, going in order of when the project was

submitted. City of Kalamazoo's project was 4th and City of Portage was 11th so there is a loss of 2 million federal dollars (about 35% of Kalamazoo program dollars) to the Kalamazoo area.

KATS continues to stress the importance of getting complete packet of projects (including all engineering dollars for the design) to Michigan Department of Transportation quickly, by May, so obligation authority is not exceeded. Obligation authority is statewide so includes all projects submitted in the state and expired this year in June.

Stepek expressed a project can be transferred to transit so the money stays in the area, if it won't be submitted and obligation authority is gone.

Johnson expressed the new National Environmental Policy Act (NEPA) requirement effective beginning October 1st requires additional local agency project review so will lengthen the approval process and thereby affect available obligation dollars.

Mayle stated more information on the new NEPA requirements can be found on the Local Agency Projects website. Michigan Department of Transportation must review and approve applications versus just concurring as in the past.

PUBLIC TRANSPORTATION UPDATES

Aradema updated that Central County Transportation Authority (CCTA) met to approve the 2020-2021 budget, and plan for the upcoming CCTA millage request that will be on the March ballot. New bus stop signs are out on road with a red/ gray/ white color scheme that include more information including instructions on how to pull up updates on a phone.

McBride stated Metro does a two (single) year budget process, due to their funding from Michigan Department of Transportation and Federal Transportation Authority. The 3-week-old program funded with the Foundation for Excellence in partnership with Kalamazoo Public Schools and the City of Kalamazoo offering all high school students in the City of Kalamazoo unlimited bus rides is going well with ridership increases in routes near high schools. A promotional, introductory video is available on Metro's website.

EXECUTIVE DIRECTOR'S REPORT

Start explained the Kalamazoo Deputy City Manager Chamberlin, attended events on downtown street configuration that were recently taken over. Continuation of planning will be at the next public meeting on October 23rd at 6:00p.m. at The Foundary, 600 East Michigan Ave. The next Technical Committee meeting will be October 10, with a presentation on the infrastructure mapping project and how to improve coordination between projects going on. Transportation Asset Management Council (TAMC) approved a template for compliance of agencies that need an Asset Management plan, beginning October 1st. Training and webinars are available plus templates made by Michigan Tech can be used to import data, but are not required. Several bills have been introduced, with ideas for roads and asset management and potential new responsibilities for TAMC including setting up ombudsman to help local agencies, having TAMC determine which local roads are too big or too small and approve and encourage right sizing of roads. With the 2020 census, there will likely be more metropolitan planning organizations in the country, so less planning dollars per organization depending on urban population. At the Certification Review in November, the Federal Highway will discuss KATS use of Contributed Service for local match program support which may change.

NEW BUSINESS

No new business was brought forth.

CITIZEN COMMENTS

No citizens' comments were made.

MEMBER COMMENTS

Leigh stated Kalamazoo Township had Road Commission of Kalamazoo County do a worthwhile, interesting presentation on Kalamazoo Township roads, plans, and conditions versus last year. Talk to Joanne Johnson to schedule yours.

Aardema stated Metro recently attended a Kalamazoo College event and can come out to share what Metro is working on, or other information at other events. Aardema recently toured the new Kalamazoo Battle Creek International Airport control tower facility which now handles approach and take off controls of all aircraft under 10,000 feet including in Grand Rapids, Muskegon, Lansing, Flint and Saginaw airports, which brought in new employees for a total of 65.

Kinney reported the Van Buren County Road Commission changed meeting start time from 7:00 p.m. to 5:00 p.m. starting in October for the rest of 2019. The Road Commission continues to advertise for a Managing Director. Details on the job opening can be found under employment opportunities on the Van Buren County Road Commission website.

Britigan said the Michigan Historical Commission dedicated a Historical Marker at Kindleberger Park in the City of Parchment to recognize the park that was donated.

Shaffer recognized the City of Portage disappointment in project funding loss.

Johnson invited attendees to the Road Commission of Kalamazoo County 100-year Anniversary open house on October 10th from 3:00 p.m. to 5:00 p.m. showcasing employees, work, exhibits and equipment. 2019 was one of the Road Commission's largest years keeping up with submittals and projects, service requests may have been delayed but updates are being made to the service request system.

Heiny-Cogswell stated Oshtemo Township Board of Directors sent out the 2020 budget for public review and it is available on-line. Oshtemo Sewer project has 19.9 million eligible dollars with a 2.15 percent interest rate.

Schincariol commends Van Buren County Road Commission for its effort to fill the Managing Director position as well as the minimal feedback received on road work, which is very positive. Schincariol attended the ribbon cutting ceremony for the 275-mile Lake to Lake Trail from South Haven to Port Huron.

Heppler reminded the group to drive safely with school back in session. Village of August held meetings on the trail route.

Thompson attended the ground breaking ceremony for the new Kalamazoo Humane Society in Comstock Township. The Township continues road projects. Congratulations to Kalamazoo Township for obtaining approval for the Graphic Packaging expansion of 600 million dollars, which extends to the City of Kalamazoo and will have future transportation impact.

ADJOURNMENT

There being no other business, Chair Randy Thompson adjourned the September 25, 2019 Policy Committee Meeting at 9:52 a.m.

Next Meeting: Wednesday, October 30, 2019 - 9:00 a.m.

FIRE CONTRACT
BETWEEN THE CITY OF PARCHMENT AND THE CHARTER TOWNSHIP OF KALAMAZOO

This agreement made _____, 2019, by and between the Charter Township of Kalamazoo (Township), and the City of Parchment (City) both in Kalamazoo County, Michigan.

WHEREAS, the Charter Township of Kalamazoo through the Charter Township of Kalamazoo Fire Department provides fire protection, and is possessed of equipment and personnel adequate to serve the fire protection needs of the City of Parchment; and

WHEREAS MCL 41.806 provides that "(i)f a township board, or the township boards of adjoining townships acting jointly, have organized and are maintaining a police or fire department, the board, or boards acting jointly, may also contract with townships, villages, or cities that also maintain a police or fire department or with any other person, organization, or group to provide police or fire apparatus, equipment, or personnel or police or fire protection within the City"; and

WHEREAS it is the desire of the City of Parchment to contract with the Charter Township of Kalamazoo for the provision of fire services and protection within the boundaries of the City of Parchment; and

WHEREAS, the Charter Township of Kalamazoo has the manpower and facilities for the provision of such fire protection to the City of Parchment.

NOW, THEREFORE, it is agreed as follows:

1. The Charter Township of Kalamazoo through the Charter Township of Kalamazoo Fire Department agrees that it will provide fire protection for the people and property within the City of Parchment as established on the map attached hereto as Exhibit A.

2. The Charter Township of Kalamazoo agrees to furnish fire and emergency medical response services equivalent to the fire protection, management and administrative duties related to services ordinarily rendered by fire departments servicing communities of a size comparable to the Charter Township of Kalamazoo and the City of Parchment.

3. The Charter Township of Kalamazoo Fire Department represents that is has the necessary emergency equipment and trained personnel to adequately provide for the response to fire and emergency medical incidents. City of Parchment vehicles will be used for responses within the City of Parchment and as specified in any Initial or Mutual Aid Agreements currently in place with the City of Parchment.

4. The Township of Kalamazoo shall participate in community support activities within the City of Parchment as requested and scheduled. Sufficient personnel and City of Parchment vehicles and equipment will continue to be used in an effort to provide fire prevention education and to support community events in the City of Parchment.

5. The City of Parchment will maintain ownership of one engine and one emergency medical response vehicle with required equipment at the Parchment Fire Station. The City of Parchment shall be responsible for the insurance, maintenance, testing, certification and operating costs of the Parchment fire station facilities, vehicles and equipment. The City of Parchment shall include Township of Kalamazoo Fire Department employees as additional named insured on its policies of insurance as they it relates to the driving and operation of all fire department vehicles and equipment owned by the City of Parchment.

6. During the time of this agreement, the Charter Township of Kalamazoo will assume the responsibility of maintaining an adequate staffing level of paid on-call firefighters. All City of Parchment firefighters will be given the opportunity to become Township of Kalamazoo employees and be assigned to a position that is commensurate with their status as a City of Parchment fire department employee and shall become employees of the Charter Township of Kalamazoo. This assignment will include, but is not limited to: personnel management, pay, benefits, general operations, training and issuing of personal protective equipment in accordance with Township of Kalamazoo Fire Department Standard Operating Guidelines.

7. The Charter Township of Kalamazoo shall provide the City of Parchment the services of a Fire Chief. The Township of Kalamazoo Fire Chief will be responsible for the following: administrative duties to include required reporting, fire department training, fire and medical responses and any other duties normally undertaken by the Fire Department's Fire Chief.

8. The Charter Township of Kalamazoo Fire Department shall use its best efforts to respond to all requests for response related to fire and emergency medical incidents. In the event that the Charter Township of Kalamazoo Fire Department shall be unable to respond to a request for service because of previous commitments which may prevent or delay the deployment of resources, there shall be no liability of any kind or nature on the part of the Charter Township of Kalamazoo Fire Department.

9. The City and Township shall execute such documents as are necessary to ensure that the Charter Township of Kalamazoo Fire Department is designated by 9-1-1 as the fire services provider for the City.

10. That for and in consideration of fire protection, City of Parchment agrees to provide a total monthly operating payment of five thousand five hundred and seventy-five dollars ($5,575) for each month commencing on the first day of each month for fire protection services for the following month.

11. That the Charter Township of Kalamazoo Fire Department shall maintain such insurance as will adequately protect it from claim(s) under the Worker's Compensation Disability Act and from claim(s) for damages because of bodily injury, including death, or from any other liability for its operation under this contract, whether such operation be by the Kalamazoo Charter Township Fire Department or by anyone directly or indirectly employed by them.

12. City shall provide for the preservation and securing of premises located within its community after the Charter Township of Kalamazoo Fire Department services are rendered and after the Kalamazoo Charter Township Fire Department has left the scene.

13. It is agreed that when any equipment or personnel from the Charter Township of Kalamazoo Fire Department responds to any call for service within the City of Parchment, all of the fire equipment and all of the personnel shall be under the command of the Charter Township of Kalamazoo Fire Department.

14. It is further agreed that the Charter Township of Kalamazoo Fire Department shall not be liable to the City or any residents thereof for damages to persons or property necessarily or accidentally incurred at the scene of or while operating in conjunction with an emergency incident where members of the Charter Township of Kalamazoo Fire Department are engaged in any portion of the work associated with mitigating the incident. In like matter, the City shall not be held liable for damage to the Charter Township of Kalamazoo Fire Department equipment and the City shall fully indemnify and hold the township, its officers, board's commissions, agents and employees harmless against any and all claims, demands, law suits, actions, liability and judgments for damages arising out of this agreement.

15. The Charter Township of Kalamazoo Fire Department will be responsible for securing all insurance information for fires it responds to.

16. Fire investigations in the City of Parchment will be handled by the Kalamazoo County Fire Investigation Response Team. The Township Fire Marshal or his designee will coordinate all activities associated with fire investigations. The Township Fire Marshal shall not be responsible for any facility or building inspections, life safety inspections or pre-fire planning within the City of Parchment.

17. Both parties will meet to review the terms and services provided at the 6, 12 and 18 month mark from the Agreement effective date. At any time during the Agreement, either party may request a meeting to discuss problems or concerns arising from this Agreement.

18. This agreement, upon execution, will become effective on the 1st day of January, 2020 at 12:01 a.m. by and between the Charter Township of Kalamazoo (Township), and the City of Parchment (City) both in Kalamazoo County, Michigan and shall be effective for a period of two (2) years from the effective date.

A. Provision for early termination. Either party may request early termination of this agreement upon 60 days' written notice to the other as follows: The City Manager of Parchment or the Township Manager or Supervisor of Kalamazoo shall, at the direction of the council or board deliver a written notice to his or her counterpart of an intended termination. This contract shall continue as written during the 60-day termination period unless modified by mutual agreement.

IN WITNESS WHEREOF City of Parchment and the Charter Township of Kalamazoo have executed this Agreement by authority of its City Council and Township Board, respectively this _____ day of _____, 2019.

CHARTER TOWNSHIP OF KALAMAZOO

_____
Dexter A. Mitchell, Manager

_____
Mark Miller, Clerk

City of Parchment

_____

_____

Draft 1 from Kalamazoo Township Attorney – 10-23-2019

Contract Budget for Parchment/Kalamazoo Township Fire Contract

Fund: 101 - General Fund

Department: 336.000 Fire

		City of Parchment	Kalamazoo Township		2019/2020 Budget
703.000	Payroll - Part Time	$0	$43,700		$43,700
715.000	Social Security	$0	$2,900		$2,900
717.000	Life Insurance	$0	$1,200		$1,200
720.000	Workers Compensation	$0	$1,200		$1,200
722.000	Medicare	$0	$600		$600
740.000	Operating Supplies	$5,000	$0		$6,100
746.000	Gasoline & Oil	$1,000	$0		$1,000
775.000	Repair & Maint. Supplies	$1,000	$0		$1,000
780.000	Safety Supplies	$100	$0		$100
800.000	Professional/Contractual	$4,800	$2,500		$7,300
830.000	Memberships and Dues	$1,500	$0		$1,500
850.000	Communications	$1,250	$2,500		$3,700
860.000	Institutes & Training	$0	$4,300		$4,300
910.000	Insurance & Bonds	$9,300	$5,000		$14,300
920.000	Utilities	$2,700	$0		$2,700
930.000	Repair & Maint. Contractors	$10,500	$3,000		$13,500
970.000	Capital	$18,400	$0		$18,400
	Total Fire	**$55,550**	**$66,900**		**$123,500**

Total Cost of Contract: **$122,450**

MEMORANDUM

To: Parchment City Commission

From: Nancy R Stoddard, City Manager

Date: November 1, 2019

Re: Traffic Analysis at Island Avenue and Riverview Drive

MOTION:
To approve $5100.00 for the payment of a Traffic Analysis at Island Avenue and Riverview Drive by Prein and Newhof.

BACKGROUND
The traffic signal analysis at Island Avenue and Riverview Drive did not offer a definitive decision as to the necessity for a traffic signal at this intersection. Traffic Signal Engineer Scott Tezak stated that a traffic analysis at this intersection would provide the information necessary to be able to state clearly if the traffic signal should remain or be removed.

manager

From: Scott Tezak <stezak@preinnewhof.com>
Sent: Thursday, October 31, 2019 8:51 AM
To: manager
Cc: Michael Schwartz
Subject: Parchment Traffic Study Proposal

Hi Nancy,

I am adding the following sentence in Item 2 of our Scope of Work, 1st bullet about the report letter.

Based on the results of the study, our Traffic Engineer will make a recommendation to either remove or retain this signal.

Will that additional language work for you? If so, I will update and send you the revised proposal.

Thanks,
Scott

Scott Tezak, P.E.
Prein&Newhof
t. 231-468-3456
f. 616-364-6955
100 E. Chapin Street, Ste. A | Cadillac, MI 49601
Website | Blog | LinkedIn

From: manager <manager@parchment.org>
Sent: Monday, October 28, 2019 9:25 AM
To: Scott Tezak <stezak@preinnewhof.com>
Subject: FW: Traffic Study Proposal

Good Morning Scott,

The Mayor and I had a chance to speak with each other on Friday regarding the signal removal and the extended traffic study.

We would like a statement to be added to the contract that speaks to the 'ability of the Traffic Engineer to give a definitive answer about the removal of the traffic signal at Island Drive an Riverview Drive'.
We understand that the decision is ultimately ours, but we need the assurance that the spending of additional monies in this area will provide a clear recommendation to keep/remove the signal.

Thank you,
Nancy

Nancy R Stoddard
Parchment City Manager
269.492.3263

Prein&Newhof

Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

October 9, 2019

Sent via email: manager@parchment.org

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

RE: City of Parchment – Island Avenue/Riverview Drive Traffic Analysis

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) for the intersection of Island Avenue/Riverview Drive. Our proposal was prepared based on our discussion with you and the recent request by the City Commissioners to conduct this analysis.

PROJECT OVERVIEW

Based on the existing geometrics of the area and our conversation with the City, the analysis will evaluate the existing signalized intersection of Glendale Boulevard & Island Avenue/Riverview in Parchment, Michigan. Existing and future levels of service with and without the signalized intersection will be calculated and reviewed in a capacity analysis (CA) to identify deficiencies and quantify the before and aftereffects of the traffic signal removal. This review will assist in the decision-making process regarding the existing signalized intersection.

SCOPE OF WORK

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

1) **Data Collection/Intersection Level of Service Analysis**
   - Collect 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 intersection of Glendale Boulevard & Island Avenue/Riverview Drive.
   - Calculate weekday peak hour levels of service in accordance with the 2010 Highway Capacity Manual.
   - Levels of service will be analyzed and compared to State and National standards to determine if any fall below the desired thresholds under each condition.

2) **Report**
   - Prepare a written report letter, 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 Letter will be developed and two (2) hard copies will be provided, along with an electronic sealed PDF copy.

3) **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: $5,100.00.

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.

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:

Perform Traffic Counts	October/November 2019
Preliminary Traffic Study Report Letter	November/December 2019
Review Meeting	December 2019
City of Parchment Review of Draft Report	December, 2019
Final Traffic Study Report	January, 2020

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.)

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

Project No._____

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	Name: Michael A. Schwartz, P.E.
Title: City Manager	Title: Project Manager
Phone Number: (269) 349-3785	Phone Number: (269) 372-1158
Facsimile Number: (269) 345-5441	Facsimile Number: (616) 364-6955
Email: manager@parchment.org	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 October 9, 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 October 9, 2019

☐ Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

☒ Lump Sum for Services Described in Article 3 above - $5,100.00.
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: