



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

April 5, 2021 - Virtual

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan

Commissioner Holly Evans

Commissioner Richard Bagley

Commissioner Robin Madaras

Commissioner Doug Fooy

Commissioner Michael Conner

Officers

City Manager Nancy R. Stoddard

City Attorney Robert Soltis

City Treasurer/Clerk Shannon Stutz

1. Call to Order

2. Roll Call (including location address of each Commission member)

3. Approval of Minutes

From the City Commission Virtual Meeting Minutes of March 15, 2021

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:

- *State your name and address for the records*
- *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. 1434 – approve
- ii. Warrant No. 1435 - approve
- iii. Kindleberger Park Sunken Garden Reservation, Chasse Wedding - approve
- iv. Kindleberger Park Sunken Garden Reservation, Mitchell/Stokes Wedding – approve
- v. Kindleberger Park Sunken Garden Reservation, Chapman Wedding – approve
- vi. Kindleberger Park Sunken Garden Reservation, Klotz Wedding – approve
- vii. KAC Minutes, February 8, 2021 – receive
- viii. KATS Policy Minutes, February 24, 2021 - receive

7. Unfinished Business

8. New Business

- A. Resolution for Final Approval of Master Plan - approve
- B. Professional Services Agreement for Sanitary Sewer Capital Improvement Projects (CIP), Prein & Newhof – approve
- C. Recommendation by the Planning Commission for an Amendment of Conditional Rezoning to the Zoning Ordinance – approve
- D. Budget Presentation – receive

9. 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.

10. Mayor and Commissioner Comments

11. City Manager Comments

12. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY MARCH 15, 2021.

1. Call to order

Mayor Britigan called the meeting to order via Zoom (online due to Coronavirus shutdown) at 7:00 p.m.

2. Roll Call.

Present: Mayor Britigan (at 5200 E Cork St.), Vice Mayor Jordan (at 904 Parchmount), Commissioners Bagley (at 1606 East G Ave), Conner (at 10500 Gulf Blvd, Treasure Island, FL), Evans (at 221 Espanola), and Madaras (at 815 Parchmount). City Manager Stoddard, Clerk Stutz, Attorney Soltis.

Absent: Fooy.

Moved by Commissioner Conner, supported by Commissioner Madaras to excuse Commissioner Fooy's absence. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Jordan, and Madaras.

Nays: None.

Absent: Fooy.

Abstain: None.

Motion Carried 6-0.

3. Minutes

Moved by Vice Mayor Jordan, supported by Commissioner Evans to approve the minutes of the March 1, 2021 Regular Meeting. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Jordan, and Madaras.

Nays: None.

Absent: Fooy.

Abstain: None.

Motion Carried 6-0.

4. Additions or changes to the agenda.

None. Moved by Commissioner Bagley, supported by Commissioner Conner to approve the agenda as written. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Jordan, and Madaras.

Nays: None.

Absent: Fooy.

Abstain: None.

Motion Carried 6-0.

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Moved by Commissioner Madaras, supported by Vice Mayor Jordan to receive the consent agenda items. Roll call vote was as follows:

Ayes: Bagley, Britigan, Conner, Evans, Jordan, and Madaras.

Nays: None.

Absent: Fooy.

Abstain: None.

Motion Carried 6-0.

7. Unfinished Business

None.

8. New Business

A. Congressional Redistricting Process presentation, Edward Woods, III – receive. Mayor Britigan introduced Mr. Woods, who is the outreach director for the Independent Citizens Redistricting Commission that was created after Proposition 2 passed in 2018. Mr. Woods thanked the City Manager and Mayor for allowing him to present, and then explained the process. He noted that the nonpartisan redistricting commission is made up of 13 random citizens: 4 democrats, 4 republicans, and 5 independents. He explained that there will be 16 public hearings across the state before August, and one of them will be in Kalamazoo (date TBA). They welcome any ideas and input – email redistricting@michigan.gov, USPS to

MICRC, PO Box 30318, Lansing, MI 48909 or in person at one of the public hearings. He then took questions from commissioners.

B. Appointment of Compensation Committee – approve. Mayor Britigan stated that the City Charter provides for a compensation committee to meet to review the compensation of commissioners and recommend any changes. He asked that the commissioners appoint the following people to the committee, and have them meet this month and report back so that next year's budget will be up to date – Tim Bourgeois, Bob Cox, Chet Emmons, Terri Hageman, and Brian Sell. Moved by Commissioner Madaras, supported by Commissioner Evans to approve appointment of the Compensation Committee as presented. Roll call vote was as follows:

Ayes:	Bagley, Britigan, Conner, Evans, Jordan, and Madaras.
Nays:	None.
Absent:	Fooy.
Abstain:	None.

Motion Carried 6-0.

9. Citizen Comments

None.

10. Mayor and Commissioner Comments

Commissioner Conner questioned the City's 1991 agreement with the County Road Commission regarding the traffic light at Mosel and Riverview. It states that we are responsible for 25% of the costs; Commissioner Conner wants to have the agreement reviewed.

Mayor Britigan stated that State Senator McCann sent information on the recent federal stimulus package and it looks like the City may receive \$180,000. He told commissioners that there are three webinars that EGLE is hosting on renewable energy projects in the state – he suggested this could be a good idea for the mill property. The Mayor then encouraged all residents to participate in the MIPEHS (Michigan PFAS Exposure Health Study).

11. City Manager Comments/Reports

City Manager Stoddard mentioned that State Senator McCann reported there will be a delay in the issuing of money for the decommissioning of the water plant. He stated that the language in the bill needed to be changed. She mentioned that the newsletter will be out soon, and reminded everyone of the PFAS Exposure Health Study. She then invited all who had questions or concerns to call to discuss with her. She is happy to meet via zoom or in person with 6 feet of distance.

12. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Conner and supported by all to adjourn the meeting at 7:30 p.m.

Shannon Stutz, City Clerk



City of Parchment
Check Register Report
Warrant 1434

Check #	Vendor Name	Check Description	Amount
MERCANTILE Checks			
36313	03/15/2021 CINTAS	Uniform Rental & Towels	221.85
36315	03/15/2021 CONSUMERS ENERGY	Citywide Monthly Energy use	6,375.71
36316	03/15/2021 FORD, KRIEKARD, SOLTIS & WISE	Gen'l/Police Matters - February	1,556.25
36317	03/15/2021 KALAMAZOO OIL CO.	Fuel Charges-2/16 to 2/28/21	318.26
36318	03/15/2021 KALAMAZOO TOWNSHIP	Police/Fire Services Contract-March	35,268.00
36319	03/15/2021 MLIVE MEDIA GROUP	BOR & Other Notices	595.80
36320	03/15/2021 MUNICODE	Online Code Hosting to 2/28/22	900.00
36321	03/15/2021 PREIN & NEWHOF	Sanitary Infrastructure Imp.	5,254.00
36322	03/15/2021 REPUBLIC SERVICES #249	DPW-March	9,153.30
36323	03/15/2021 SBAM PLAN	Employee & Retiree Ins-April	22,763.74
36324	03/15/2021 SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-Feb	120.00
36325	03/15/2021 NANCY STODDARD	Zoom-On Line Meeting Platform	15.89



City of Parchment
Check Register Report
Warrant 1435

Check #		Vendor Name	Check Description	Amount
MERCANTILE Checks				
36335	03/29/2021	1ST AYD CORPORATION	Safety Jackets	299.93
36336	03/29/2021	CINTAS	Uniform Rental & Towels	245.50
36337	03/29/2021	CONSUMERS ENERGY	Municipal Pumping	38.90
36338	03/29/2021	CORNERSTONE TECHNOLOGIES	Monthly Contract-3/4 to 4/3/21	175.98
36339	03/29/2021	CORPORATE TECHNOLOGIES LLC	Firewall, Software, Switch	5,977.04
36340	03/29/2021	DEVINE PAINTING	Deposit-Supplies-paint Salt Barn	1,025.00
36341	03/29/2021	ESPER ELECTRIC, LTD.	repair 7 replace damage lights	14,830.00
36342	03/29/2021	KAL CO HEALTH & COMMUNITY SERV	HHW Annual Cost-2021	816.00
36343	03/29/2021	KALAMAZOO OIL CO.	Fuel Charges-3/1 to 3/15/2021	183.22
36344	03/29/2021	MER PAYMENT CENTER	Election Supplies	306.20
36345	03/29/2021	QUILL CORPORATION	Toner & Hand Sanitizer	289.65

Kindleberger Park Reservation Form

X **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*

 Picnic Pavilion 1 (\$100 non-resident, \$50 resident) (4 hour block)

 Picnic Pavilion 2 (\$100 non-resident, \$50 resident) (4 hour block)

 Picnic Pavilion 3 (\$100 non-resident, \$50 resident) (4 hour block)

 Picnic Pavilion 4 (\$100 non-resident, \$50 resident) (4 hour block)

 Picnic Pavilion 5 (\$100 non-resident, \$50 resident) (4 hour block)

Name: Lauren M Chasse Phone: 269-743-8707

Address: 6196 Independence Drive, Portage MI 49024

Email: lmchasse87@gmail.com Alternate

Phone: Howard (aka Howie) Robinson cell (fiancé) 269-547-2537

Date of Event: June 4, 2021 Time: 3p-6p

Type of event: Wedding Ceremony

Approximate number of attendees: 100-115

Will there be music as part of your event? Yes

Name of DJ, musical performer, sound technician: DJ: Ronald Dillard.

Decorations, rental chairs/tents/tables? Describe: Decorations for the gazebo; white tool and silk flowers. We will be renting chairs and a few small tables.

Name & address for deposit return: Lauren M Chasse- 6196 Independence Drive, Portage MI 49024

Lauren M. Chasse, March 18, 2021

Signature

Date

*This reservation form is your receipt, confirming your reserved area.
Should you experience any problem during your event, please contact the
Kalamazoo Township Police Department at 269-488-8911.*

FOR INTERNAL OFFICE USE:

Application received by: CS Date: 3-18-21

Payment amount received: \$ 350 Receipt # 2085

Check # Cash Credit X

APPROVAL

Kindleberger Park Reservation Form

☒ **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

☐ **Picnic Pavilion 1** (\$100 non-resident, \$50 resident) (4 hour block)

☐ **Picnic Pavilion 2** (\$100 non-resident, \$50 resident) (4 hour block)

☐ **Picnic Pavilion 3** (\$100 non-resident, \$50 resident) (4 hour block)

☐ **Picnic Pavilion 4** (\$100 non-resident, \$50 resident) (4 hour block)

☐ **Picnic Pavilion 5** (\$100 non-resident, \$50 resident) (4 hour block)

Name: Rodney Mitchell & Carla Stokes Phone: 601.910.9655 (Carla)

Address: P.O. Box 108 Climax, MI 49034

Email: carla_yvonne2006@yahoo.com Alternate Phone: 269.254.1224 (Rodney)

Date of Event: June 12, 2021 Time: 4pm

Type of event: Wedding Ceremony

Approximate number of attendees: 25

Will there be music as part of your event? No

Name of DJ, musical performer, sound technician: _____

Decorations, rental chairs/tents/tables? Describe: Decorative arch and

flower pedestals and a runner for ceremony

Name & address for deposit return: Carla Stokes P.O. Box 108 Climax MI 49034

Carla Stokes
Signature

March 16, 2021
Date

This reservation form is your receipt, confirming your reserved area.
Should you experience any problem during your event, please contact the
Kalamazoo Township Police Department at 269-488-8911.

FOR INTERNAL OFFICE USE:

Application received by: IS Date: 3-23-21

Payment amount received: \$350 Receipt # 12090

Check # _____ Cash _____ Credit X

APPROVAL

Signature

Date

deputyclerk@pavilion.org

Kindleberger Park Reservation Form



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

___ **Picnic Pavilion 1** (\$100 non-resident, \$50 resident) (4 hour block)

___ **Picnic Pavilion 2** (\$100 non-resident, \$50 resident) (4 hour block)

___ **Picnic Pavilion 3** (\$100 non-resident, \$50 resident) (4 hour block)

___ **Picnic Pavilion 4** (\$100 non-resident, \$50 resident) (4 hour block)

___ **Picnic Pavilion 5** (\$100 non-resident, \$50 resident) (4 hour block)

Name: Amanda Chapman Phone: 269-568-4240
Address: 1305 Lane Blvd, Kalamazoo MI 49001
Email: Chapman654@yahoo.com Alternate Phone: _____
Date of Event: 6-11-22 Time: _____

Type of event: wedding
Approximate number of attendees: 120
Will there be music as part of your event? Yes
Name of DJ, musical performer, sound technician: N/A

Decorations, rental chairs/tents/tables? Describe: Chairs

Name & address for deposit return: Amanda Chapman
1305 Lane Blvd, Kal MI 49001

Signature: Amanda Chapman Date: 3-23-22

*This reservation form is your receipt, confirming your reserved area.
Should you experience any problem during your event, please contact the
Kalamazoo Township Police Department at 269-488-8911.*

FOR INTERNAL OFFICE USE:

Application received by: NS Date: 3-24-2021

Payment amount received: 350.00 Receipt # 12091
Check # _____ Cash ☒ Credit ☐

APPROVAL

Signature _____ Date _____

✓
copy to NS

Kindleberger Park Reservation Form

☒

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

☐ **Picnic Pavilion 1** (\$100 non-resident, \$50 resident) (4 hour block)

☐ **Picnic Pavilion 2** (\$100 non-resident, \$50 resident) (4 hour block)

☐ **Picnic Pavilion 3** (\$100 non-resident, \$50 resident) (4 hour block)

☐ **Picnic Pavilion 4** (\$100 non-resident, \$50 resident) (4 hour block)

☐ **Picnic Pavilion 5** (\$100 non-resident, \$50 resident) (4 hour block)

Name: Ryan Klotz (Heather Dede) Phone: 616 292 1948
Address: 8307 Silverado Ln Richmond MI
Email: RyanKlotz94@gmail.com Alternate Phone: 269 484 4147
Date of Event: May 30 2021 Time: _____

Type of event: Wedding

Approximate number of attendees: 50 or less

Will there be music as part of your event? Maybe

Name of DJ, musical performer, sound technician: _____

Decorations, rental chairs/tents/tables? Describe: Rental chairs possible

Decorations for gazebo

Name & address for deposit return: Ryan Klotz
8307 Silverado Ln Richmond MI 49083

Ryan Klotz
Signature

3-26-21
Date

This reservation form is your receipt, confirming your reserved area.
Should you experience any problem during your event, please contact the
Kalamazoo Township Police Department at 269-488-8911.

FOR INTERNAL OFFICE USE:

Application received by: LS Date: 3-26-21

Payment amount received: \$350.00 Receipt #: 12093
Check # _____ Cash _____ Credit ☒

APPROVAL

Signature

Date

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
FEBRUARY 8TH, 2021 - VIA ZOOM

1. Call to Order

The meeting was called to order by Jon Heasley at 6:02 PM.

2. Roll Call

Present: City Manager Nancy Stoddard, Mayor Rob Britigan, Kris Jordan, Nancy Eaton, Jon Heasley, Julie Heasley

Absent: Doug Fooy, Liz Emmons

Julie Heasley made a motion to excuse the absences of Doug Fooy and Liz Emmons. Nancy Stoddard supported this motion.

Roll Call:

Mayor Britigan: Aye

Nancy Eaton: Aye

Julie Heasley: Aye

Nancy Stoddard: Aye

Jon Heasley: Aye

Motion Carried.

3. Approval of the Minutes from Monday, December 14th, 2020

Nancy Stoddard requested the word "hopefully" be removed on Page 3 of the minutes from Monday, December 14th, 2020.

A motion was made by Nancy Stoddard, supported by Mayor Rob Britigan, to approve the minutes from the meeting on Monday, December 14th, 2020, with the changes requested by Nancy Stoddard.

Roll Call:

Mayor Britigan: Aye

Nancy Eaton: Aye

Julie Heasley: Aye

Nancy Stoddard: Aye

Jon Heasley: Aye

Motion Carried.

4. New Business

A. Bingo for Bags

Julie Heasley reported that the new proposed date for the Bingo for Bags fundraiser is Saturday, March 19th, 2022.

A motion was made by Mayor Rob Britigan supported by Nancy Eaton, to approve the new date of March 19th, 2022.

Roll Call:

Mayor Britigan: Aye

Nancy Eaton: Aye

Julie Heasley: Aye

Nancy Stoddard: Aye

Jon Heasley: Aye

Motion Carried.

B. Fundraising Update

Jon Heasley reported that he will or has received a \$2000 donation from Drug and Laboratory Disposal, a \$500 donation from Adams Heating and Cooling, a \$3000 donation from the Arts Council of Greater Kalamazoo. Ty Kelly from State Farm has indicated that he will drop a check off to City Hall this week. Jon is close to getting a sponsorship from Bell's Brewery.

B. Fundraising Update – continued

The City of Kalamazoo is going to share their database with us which will add 3500 names to the flyer distribution. Jon added a layer of sponsorship to the letter asking for money, this would include the ability to sponsor a band performance and give the curtain speech. Mayor Britigan asked how much Bell's might give. Jon was not sure. Jon asked that the Mayor or City Manager to call LC Howard to see if they might donate.

C. Budget

The KAC reviewed Kris Jordan's budget for the 2021 Festival. Kris is hoping that Covid will not affect outdoor activities. She is ready to plan the festival. Mayor Britigan stated that the fate of the Festival will be subject to whatever protocols in place from the Health Department and the government. Jon is concerned that the only thing that can derail the festival now is a lack of money. Nancy Stoddard should know if the KAC will receive the Gilmore Grant by the middle of March. Jon stated that as a group the KAC needs to decide now on how to proceed moving forward. We do not want to hesitate and get behind in planning. Jon wants us to be prepared to move forward. The car show will create no revenue as there are no new chairpersons to take it over. It was agreed that it is getting late to plan the car show at this juncture. Jon does not want to put undue pressure on new chairpersons of the 5K and the car show. Mayor Britigan stated he would rather not put on a car show rather than put on a bad car show. DeAnna Phillips is still interested in organizing the corn hole tournament this year.

Jon asked Kris if sound is included in the play expense. Kris indicated that it was. Jon asked how much the scripts for Mama Mia would be. The answer was \$1650.

Jon asked if there is a new chairperson for the parade. Kris Jordan indicated that she is volunteering to organize the parade. The owner of the Parchment Poodle, James, has volunteered to help the day of parade. He does not want to organize the parade, however. Kris indicated that it is difficult to find city residents who are willing to take a leadership position. Parade invitations will go out in April.

Kris' salary in her proposed budget is \$250. She indicated that she is okay taking less based on the KAC's financial position. Kris feels that other people work hard too, and she is okay with low pay. Mayor Britigan indicated that the KAC should structure a bonus for Kris if the Festival ends up financially ahead.

Mayor Britigan indicated that he thought the entire Friday event was going to be cancelled. Jon indicated that just the beer tent portion of the Friday event is cancelled. Corn hole might take place on Friday or Saturday. Kris has a DJ that wants to do the corn hole tournament again. The revenue/balance that the KAC is carrying forward to 2021 is \$11,358.78. Kris would like to reserve some carry over for the special 40th anniversary Festival in 2022.

Kris asked Jon if he still was planning a pickle ball tournament. Jon indicated that there will be something pickle ball related.

Nancy Eaton asked if the craft show vendors would be required to wear masks. Mayor Britigan and Nancy Stoddard indicated that whatever the CDC/MDHHS protocols are at the time is what the Festival will be following.

Nancy Stoddard indicated that she is hopeful about receiving the Gilmore Grant. The Upjohn Grant will be submitted soon as well.

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
FEBRUARY 8TH, 2021 - VIA ZOOM – Page 3

C. Budget – continued

Jon indicated that the worst-case scenario budget-wise would be if there was no Gilmore grant. If that is the case, \$21,720 would be the projected revenue for the Festival. If all the money in reserve is added in, that would give the KAC \$33,000. The proposed budget is \$49,000, and the KAC would fall \$16,000 short. \$17,000 is the expense for plays. He suggested that we could do concert series, day of Festival events and cut out the theatre as a worst-case scenario.

Julie Heasley suggested that for 2021 to save money, the KAC could just have the children's play and not the adult play.

5. Old Business

A. None.

6. Member Comments

Nancy Eaton: Indicated that the budget looks good.

Nancy Stoddard: Asked Kris if the damp problems had been addressed at the storage at the old water treatment plant. Kris indicated that she would need to do so in the summer months. Nancy indicated that there is no plan to sell the old water treatment plant currently.

Julie Heasley: No comment.

Mayor Britigan: Indicated that he likes the idea of just having the youth play. He indicated that Kris has done a good job on the budget, and Jon is doing a good job on fundraising.

Kris Jordan: Asked if the budget could be amended if the revenues are more. Nancy Stoddard indicated that it could.

Nancy Stoddard: Asked if we should put a deadline on the Scottish Festival for deciding when they need the part for their festival. Currently, the plan is August 29th for the Scottish Festival. Julie will avoid that date when planning the concerts.

Jon Heasley: Indicated that the intent is to schedule concerts soon. The concert dates to schedule are: July 18th, July 25th, August 1st, August 8th, August 12th (Monday – Matt Giraud), August 15th, and August 22nd. Jon indicated that the KAC's goal should be to get as close to Kris' \$2000 salary as possible based on available funds.

Julie Heasley made a motion to approve the budget as written, excluding the car show, and with an attempt to pay Kris Jordan \$2000 if funds are available. This was motion was supported by Nancy Stoddard.

Roll Call:

Mayor Britigan: Aye

Nancy Eaton: Aye

Julie Heasley: Aye

Nancy Stoddard: Aye

Jon Heasley: Aye

Motion Carried.

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY,
FEBRUARY 8TH, 2021 - VIA ZOOM – Page 4

7. Adjournment

There being no further business to come before the KAC, Mayor Rob Britigan made a motion to adjourn the meeting. This motion was supported by Julie Heasley. The meeting was adjourned at 6:51 PM.

8. Next Meeting

The next meeting of the Kindleberger Arts Commission will be held on Monday, March 29, 2021 at 6:00 PM.

KALAMAZOO AREA TRANSPORTATION STUDY POLICY COMMITTEE

DRAFT Minutes of the February 24, 2021 Meeting

CALL TO ORDER

The February 24, 2021 Policy Committee Meeting was called to order remotely in accordance with Public Act 254, by Chair Randy Thompson at 9:00 a.m.

INTRODUCTIONS

Participants in the meeting stated name and location from which he/she is attending the meeting remotely.

ROLL CALL

Remote meeting attendance was recorded on the sign-in sheet.

MEMBERS PARTICIPATING

	<u>Agency</u>	<u>Call-In Location</u>
Curtis Aardema	Central County Transportation Authority	City of Portage
Rob Britigan	City of Parchment	Comstock Township
Marsha Drouin, Treasurer	Richland Township	Richland Township
Jeff Franklin	Michigan Department of Transportation, Planning	Drummond Island Township
Jason Gatlin	Wakeshma Township	Wakeshma Township
John Gisler	Kalamazoo County	Pavilion Township
Libby Heiny-Cogswell, Vice Chair	Oshtemo Township	Oshtemo Township
Robert Henderson	Van Buren Public Transit	Van Buren County
Jeff Heppler	Village of Augusta	Village of Augusta
	Village of Lawton	Village of Lawton
Martin Janssen	Kalamazoo County Transportation Authority	Cooper Township
Joanna Johnson	Road Commission of Kalamazoo County	Kalamazoo
Sarah Joshi	City of Galesburg	Galesburg
Greg Kinney	Van Buren County Road Commission	Village of Decatur
Sherine Miller	Kalamazoo Township	Kalamazoo Township
Sarah Moyer-Cale	Village of Paw Paw	Village of Paw Paw
Dennis Olson	Village of Vicksburg	Village of Vicksburg
Pete Pfeiffer	Michigan Department of Transportation, TSC	Otsego Township
Chris Praedel	City of Kalamazoo	City of Kalamazoo
Patricia Randall	City of Portage	City of Portage
Jeff Sorensen	Cooper Township	Cooper Township
Paul Sotherland	KATS Citizens Advisory Committee	Kalamazoo Township
Randy Thompson, Chair	Comstock Township	Kalamazoo
Jerry VanderRoest	Charleston Township	Charleston Township

MEMBERS ABSENT

Carol Daly
Lisa Imus
Tracy Locey
Nick Loeks
Don Ulsh

Agency
Village of Mattawan
Village of Lawton
Brady Township
Texas Township
Schoolcraft Township

OTHERS PARTICIPATING

Megan Mickelson
Fred Nagler
Elizabeth Rumick
Steve Stepek
Paul Selden
Aaron Stevens
Ali Townsend

Agency
Kalamazoo Area Transportation Study
Kalamazoo Area Transportation Study
Kalamazoo Area Transportation Study
Kalamazoo Area Transportation Study
Bike Friendly Kalamazoo
Maner Costerisan
Kalamazoo Area Transportation Study

CHANGES OR ADDITIONS TO THE AGENDA

No changes or additions to the agenda were requested.

APPROVAL OF THE AGENDA

MOTION by Heppler, SECOND by Johnson, ***"to approve the agenda of the February 24, 2021 Policy Committee Meeting."*** MOTION APPROVED.

PUBLIC COMMENTS

Selden, Chair and President of Bike Friendly Kalamazoo (BFK), invited attendees to the annual BFK Public Planning Meeting on Wednesday March, 24, 2021 from 4:00 p.m. to 5:00 p.m. via Webex. Western Michigan University Director of Transportation Research Center Jun-Seok Oh, Ph.D., PE, PTOE, and a BFK Advisory Council Member, will present the ten-year bike/auto crash analysis. This analysis will be used to develop an extensive public service safety campaign which will benefit everyone. About half of the accidents are caused by bicyclists' actions and about half are caused by motorists. Selden thanked attendees for participation with BFK.

CONSENT AGENDA

- ACCEPTANCE OF THE TREASURER'S REPORT
- ACCEPTANCE OF THE TECHNICAL COMMITTEE REPORT (DECEMBER 3, 2020)
- ACCEPTANCE OF THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL REPORT
- APPROVAL OF THE MINUTES FROM THE DECEMBER 16, 2020 MEETING

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

FISCAL YEAR 2020-2023 TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENTS

Steppek stated the FY 2020-2023 Transportation Improvement Program (TIP) Amendment handout is included in the meeting packet for your consideration. The majority are new additions. They include projects for transit, safety projects, bridge rehabilitation projects, and a railroad crossing project. There is additionally a local East R Avenue rehab project and a regionwide non-highway signing project. KATS Staff and the Technical Committee recommend adoption of the amendments as presented.

MOTION by Gatlin, SECOND by Johnson, ***“to approve the Fiscal Year 2020-2023 Transportation Improvement Program Amendments.”*** MOTION APPROVED.

TRANSIT SAFETY PLAN AND SAFETY TARGETS

Steppek reported the Central County Transportation Authority's (Metro) Public Transportation Agency Safety Plan is included in the meeting packet. This plan meets the requirement for transit agencies to establish Safety Performance Targets. To fulfill Kalamazoo Area Transportation Study (KATS) obligations for Transit Safety Performance Targets, KATS is required to accept the plan and adopt the performance targets established, located on pg. 3 of the Plan and the separate resolution. Metro kept KATS apprised of their progress and had the plan completed before the deadline even though the federal government extended the deadline. KATS Staff and the Technical Committee recommend accepting the Transit Safety Plan from Metro and adoption of the Safety Performance Measures as presented and recommend authorizing the Chair to sign the Resolution on the Committee's behalf.

MOTION by Johnson, SECOND by Sorensen, ***“to approve the Transit Safety Plan and Safety Targets and approve the Resolution of Support therein.”*** MOTION APPROVED.

BRIDGE CONDITION TARGETS

Included in the meeting materials is the Michigan Department of Transportation (MDOT) Established 2018-2022 Bridge Mid-Performance Period Report. Stepek explained, MDOT in cooperation with the Metropolitan Planning Organizations (MPOs) has established Bridge Performance Management Targets for bridges on the National Highway System (NHS). These measures look at bridge deck area (sq ft) in Good, Fair, and Poor condition. The measures presented today are an adjustment to the 4-year reporting period that ends on December 31, 2021. The targets do not include the entire network, but pertain to only the National Highway System (NHS) which includes M-Routes, and a few major roads such as Sprinkle and Westnedge. For the NHS system, Kalamazoo Area Transportation Study (KATS) currently has 44% in Good condition, 45% in Fair condition, 11% Poor. More detailed KATS Area Bridge Data was emailed to committee contacts and is summarized in the meeting materials. Kalamazoo area local bridges included in the NHS are all in good condition. However, the MPO area trunkline MDOT bridges are not meeting the statewide goal. Deck condition area is measured by square feet so large bridges can have a dramatic impact on the condition report. KATS Staff and the Technical Committee recommend adoption of the State Adjusted 4-Year National Highway System (NHS) Bridge Condition Targets as presented and recommend authorizing the Chair to sign the Resolution on the Committee's behalf. Heppler has concerns that the Washington Street Bridge in the Village of Augusta is in critical condition. Augusta has been working with Kalamazoo Area Transportation Study and the state over the past four to five years to try to secure funding to replace the bridge. Twice last month, the M-96 bridge had to be shut down with an inconvenient 23-mile detour put in place. The bridge is an important, busy access road in both

Kalamazoo and Calhoun Counties along with the industrial park area of Fort Custer. Stepek repeated these bridge condition targets relate only to the National Highway System. KATS can explore funding and eligibility requirement alternatives for the Washington Street bridge. Johnson agreed to further discuss the Washington Bridge replacement in the Village of Augusta with Heppler. In 2015, the state budget from the governor included additional local bridge system funding which went into effect in 2017. Johnson added that the state continues to consider increasing funding for the local bridge program. Johnson reported the National Bridge Index added a fourth condition category of 'Severe' in the Transportation Asset Management Report and asked if there was any indication it would be added in this report. Stepek responded this report mirrors federal guidance and only has three categories based on performance measures, but will follow-up. Johnson brought attention to Page 43 which shows the condition data for other MPOs across the state. Johnson opined bridges county-wide especially the local system, have a need for repair and replacement funding.

MOTION by Johnson, SECOND by Heppler, ***"to approve the Bridge Condition Targets and approve the Resolution of Support therein."*** MOTION APPROVED.

FISCAL YEAR 2020 AUDIT PRESENTATION AND REPORT

The Auditor Governance Letter, Audited Financial Statements and Auditor Presentation are included in the meeting packet. Stepek introduced Aaron Stevens of Maner Costerisan to present the Kalamazoo Area Transportation Study financial audit overview and opinion. Stevens highlighted preparation of the financial statements, internal controls and fraud detection is management's responsibility. Based on the audit, Maner expresses the unmodified opinion (highest level of assurance and a clean opinion) that the financial statements present fairly, in all material respects, the financial position of Kalamazoo Area Transportation Study as of and for the years ended September 30, 2020 and 2019 in accordance with Government Auditing Standards. The Current Ratio or ability to meet obligations, at September 30, 2020 was 4.95 up from 2.19 at September 30, 2019. This is strong since the target is over one. The Unrestricted Net Position, or ability to operate without generating additional revenue is 28% or about 3 months, showing sound financial position. Graphs depicted 5-year trends of the Current Ratio and Unrestricted Net Position. Summaries of the Statement of Revenue, Expense and Changes in Net Position were presented along with graphs of 5-year trends of both percentages and dollars. Financial health is strong. Maner did not identify any deficiencies in internal control. There were no audit findings and tests found no instances of non-compliance.

CONTRIBUTED SERVICES YEAR-TO-DATE THROUGH JANUARY 2021

Stepek referred to the year-to-date report of contributed services included in the packet and reminded attendees to continue to fill out timesheets. If agencies have any questions on the process or need training, contact Stepek.

PUBLIC TRANSPORTATION UPDATES

Aardema reported the gradual opening of the Kalamazoo Transportation Center is successful, in part due to the presence of Kalamazoo County Sheriff staff. Depending on the COVID environment, the Center will continue to open more. The Central County Transportation Authority (Metro) Bronson bus-to-work program was renewed for another year. Bronson purchases bus passes and provides them to their employees to alleviate parking lot space. Since it began in 2016, the successful program has provided just under 50,000 rides through 2020. Metro Connect, the county-wide on-demand bus service gave 94 thousand rides in 2020. Although still significant, it was down 45 percent from 2019 due to COVID. There is a November 2021 millage planned for Kalamazoo County Transportation

Authority for Metro Connect. For the millage, staff will be visiting municipalities or participating in virtual meetings.

EXECUTIVE DIRECTOR'S REPORT

Stepek welcomed new members at today's meeting. An email was sent out yesterday on KATS 101 Training. Kalamazoo Area Transportation Study (KATS) is hosting two virtual "KATS 101" trainings on March 10th. KATS 101 is an introductory look at the Metropolitan Planning Process and the overall function of KATS as the Metropolitan Planning Organization (MPO) for the Kalamazoo area. Let Stepek know of any new members or any staff that would like to attend.

KATS recently received a new allocation of Highway Infrastructure Program funding (\$198,729) and Highway Infrastructure Program COVID Relief funding (\$1,358,937). Since some of this funding does not require a match, it creates an opportunity for smaller agencies and small projects that can't get into the match. The KATS Prioritization Subcommittee will be meeting on March 1, 2021 to discuss the new funding and the development schedule of the FY 2023-2026 Transportation Improvement Program.

NEW BUSINESS

Heppler requested a Resolution of Support for Local Bridge Program Funds for the Village of Augusta Washington Street Bridge Replacement.

MOTION by Sorensen, SECOND by Janssen, ***"to approve a Resolution of Support for Local Bridge Program Funds for the Village of Augusta Washington Street Bridge."*** MOTION APPROVED.

Heppler thanked attendees for the Letter of Support. Heppler reported data from the United States Highway Traffic Safety Administration shows traffic deaths and injuries have soared during the pandemic even with much less traffic on the road. Work needs to be done with traffic enforcement and traffic education to maintain safe roads.

PUBLIC COMMENTS

Selden of Bike Friendly Kalamazoo (BFK) highlighted the following virtual presentations that will occur during Bike Week:

- May 11, 2021. The Michigan State Police and the University of Michigan will present a webinar on how to use the crash analysis reporting system and database.
- May 12, 2021. A variety of presentations will be held on local bicycling developments for 2021 and beyond.
- May 13, 2021. The Michigan Department of Transportation (MDOT) will present a statewide overview of bicycling.

Selden thanked Pfeiffer and Sanada of MDOT along with everyone that has supported BFK. Selden noted Bike Week is an opportunity for agencies to make unveilings, announcements, or distribute safety literature or maps. Yard signs are also available. Contact Selden for more information.

MEMBER COMMENTS

Praedel stated the City of Kalamazoo has two local agency projects: Bridge Street (major resurfacing) and Howard Street (pedestrian pathway). These projects are in the process of being awarded and will be moving on to preconstruction meetings to begin construction this Spring. The Bank Street realignment project will be bid and begin construction this Spring in conjunction with the Farmers

Market Improvements and the continuation of the Kalamazoo River Valley Trail. In 2021, The Foundation for Excellence (FFE) has funded over \$700,000 of sidewalk repair and replacement. This is the third-year FFE has provided funds for sidewalk rehab. The City has applied for Highway Safety Program funds through the Michigan Department of Transportation for three projects: Installation of reflective traffic signal backplates, Pedestrian signal upgrades at over 30 intersections, and Signal timing optimization at two of the busiest intersections. The City also applied and was awarded 375 thousand dollars for State Transportation Economic Development funding, category F grant, for Miller Road. The City plans mill and overlay on 15 local streets this year. This is the second year the City will be doing crack sealing for asphalt preservation.

Britigan of the City of Parchment, thanked Kalamazoo Area Transportation staff for the excellent audit report and thanked Stevens of Maner Costerisan for the presentation. Britigan wondered how many of the increased traffic accidents and deaths involved impaired driving.

Randall, Mayor of Portage, reported President Biden visited Portage and the Pfizer plant last week. It was an honor to meet the President and very positive for Portage. This is the first time a president has visited the community. Pfizer will be doubling COVID vaccine output and hired over 500 employees from the region which they will be retaining. Pfizer shortened the vaccine production time from 100 days to 60 days.

Heiny-Cogswell reported the Oshtemo Township Board approved \$600,000 of 2021 road maintenance projects which is the 50/50 share with the Road Commission of Kalamazoo County and Oshtemo Township. There is an overlay project on Quail Run Drive. In 2021, sidewalks will be constructed on Green Meadow Road, Maple Hill Drive, and Stadium Drive from Quail Run west to 8th Street.

Drouin of Richland Township inquired if Michigan Department of Transportation (MDOT) members know the status of the traffic signal project at M-96 and 33rd Street in Comstock Township since citizens are asking. Pfeiffer of MDOT answered the project is delayed due to concurrence from Amtrak because of the intersection's proximity to a railroad crossing. There are also ongoing issues with new electrical service to the signal. The project is close to wrapping up. Drouin reminded Pfeiffer and MDOT to include the Township on updates and progress on the Roundabout Project at G Avenue and Gull Road. The Township needs to bring awareness to affected busses and emergency vehicles.

Heppler mentioned the Village of Augusta will be redoing five roads this summer. As part of the Village five-year rolling road improvement program, the contracts were approved and awarded. Augusta has increased traffic enforcement staff to keep the roads as safe as possible. This has resulted in decreased accident rates and slowing drivers down in the Village.

Olson updated the Village of Vicksburg downtown tree removal has begun. Trees will be either cut down or replanted in the Village parks. This is part of Phase 1 of a 12-million-dollar, 2-year sewer project. Spruce Street will be torn up next week. A block of Washington Street by the mill will be closed for about a month while a new culvert is installed there. The Car Show is scheduled for June, 2021. After the show, the downtown area will be torn up, but local businesses and parking will be accessible. The Village Bike Rally and Vicksburg Vintage Market Antique Show are scheduled concurrently in September, 2021. The Frontier Motel on US-131 north of Schoolcraft will be burned down for fire practice training. The training will be a 2-day exercise coordinated with agencies including the Michigan Department of Transportation, Kalamazoo County Sheriff, and the Michigan State Police.

Aardema serving on the Kalamazoo County Aeronautics Board, recognized the nice work the Kalamazoo/Battle Creek International Airport staff did last week for the Presidential visit. The visit entailed not only planning for Air Force One, but controlling air traffic before and after the visit, and transportation on local roads. The airport is also doing a nice job operating in the current challenging COVID environment.

Gisler thanked Stevens for the magnificent audit presentation. Kalamazoo County has committed 6.3 million dollars each year for the next 8 years to alleviate homelessness and low-income housing through a millage that was passed in November of 2020. The Kalamazoo County Board conducted a community forum to gather information concerning housing. Approximately 20 citizens attended, offering thoughtful suggestions. More forums will be held. Gisler is optimistic about potential solutions.

Johnson reported the Road Commission of Kalamazoo County (RCKC) seasonal weight restrictions will go into effect on Monday March 1, 2021. Regional partners are apprised and media outlets will be communicating the announcement. The Road Commission is finalizing local road projects with township partners. Thank you to those that already have projects in. Projects are due March 15, 2021. Local road improvements and five-year plans across the county will be available on the RCKC website. On February 2, 2021, the Commission welcomed Keshia Dickason, a new Road Commissioner. Johnson expressed appreciation for Deb Buchholtz 6-year service as outgoing Road Commissioner and outgoing Chair. Commissioner Thom Brennan is the new Chair and David Pawloski is Vice-Chair. There is a virtual Asset Management class for local officials coming up. Contact Johnson if agencies have new staff or board members that would like to attend. The Transportation 101 class will be offered in May 2021 featuring William Hamilton of the Michigan House Fiscal Agency. The Commission Speed Limits program is coming up. This will be an informational session concerning safety of roadways and how speed limits are set across the state. Two Non-Motorized sessions 101 and 102 are planned. Johnson will give information to Britigan on the number of crashes involving impaired driving.

Sotherland communicated feedback received from last week's Citizens Advisory Committee (CAC) meeting. Concern was expressed that sidewalks are not cleared quickly enough for safe pedestrian travel. The CAC proposes having local municipalities ask and encourage its citizens and businesses to clear snow, particularly at bus stops. The CAC is willing to communicate information in the 2050 Transportation Plan to surrounding agencies. But before doing so, the CAC would like further understanding of how agencies use the plan. Stepek explained Kalamazoo Area Transportation Study (KATS) draws on all plans submitted through the Transportation Improvement Program. Stepek inquired if agencies other than the Michigan Department of Transportation reference the Metropolitan Transportation Plan when planning projects. If local agencies do not use the plan, KATS is open to making it more user friendly. Email feedback to KATS.

Heppler commented that the Village of Augusta has purchased equipment and clears Village sidewalks due to the challenge of consistently having them cleared. Although this is expensive and difficult, it promotes safety. The Village of Richland has been doing it many years also. Other municipalities should consider clearing sidewalks.

Thompson reported Comstock Township welcomes the new Crusty Crab seafood restaurant opening on Gull Road. Other new businesses are being developed on South 26th Street.

VanderRoest of Charleston Township inquired when the I-94 project between Portage and Sprinkle Roads will begin. Pfeiffer of Michigan Department of Transportation stated a virtual open house on

the project will be held soon where all questions can be answered. Invitations will be distributed to all Policy Committee contacts.

ADJOURNMENT

There being no other business, following a motion by Heiny-Cogswell and a second by Johnson, Chair Thompson adjourned the February 24, 2021 Policy Committee Meeting at 10:18 a.m.

Next Meeting: Wednesday, March 31, 2021 - 9:00 a.m.

DRAFT

CITY OF PARCHMENT 2021 MASTER PLAN

RESOLUTION FOR FINAL APPROVAL PARCHMENT CITY COMMISSION

WHEREAS, The Parchment Planning Commission has undertaken updating of the 2021 Master Plan to guide development; promote the public health, safety, and welfare of the City; to encourage the proper use of resources; to facilitate recreation and other public improvements; and to consider the character of the City of Parchment and suitability of land uses, and

WHEREAS, Section 43(3) of Public Act 33 of 2008, commonly known as the Michigan Planning Enabling Act, gives the Parchment City Commission the authority to assert the right to make final approval or rejection of said Master Plan, and

WHEREAS, The Parchment City Commission has a responsibility to the citizens of Parchment to provide for and promote the public health, safety and general welfare of the City, and

NOW THEREFORE BE IT RESOLVED, that the Parchment City Commission hereby asserts the authority to give their final approval or rejection for the City of Parchment 2021 Master Plan as a guideline for improving the overall quality of life for the residents of Parchment.

Yeas: _____

Nays: _____

Absent: _____

I HEREBY CERTIFY, that the forgoing Resolution was adopted at a regular meeting of the Parchment City Commission, held on _____, 2021.

Date

Parchment City Clerk

Sent via email: manager@parchment.org

March 19, 2021

Ms. Nancy Stoddard
City Manager
City of Parchment
650 South Riverview Drive
Parchment, MI 49004-1298

RE: Sanitary Sewer Capital Improvement Projects - USDA

Dear Ms. Stoddard:

Prein&Newhof is pleased to present our Professional Services Agreement to perform professional engineering services for the City of Parchment. It is our understanding that the City plans to complete several capital improvement projects that were identified during the recently completed Stormwater Asset Management and Wastewater (SAW) project

It is our understanding that the City is interested in completing the following projects:

- Perform point repairs to the sanitary mains to fix structural issues (2 locations).
- Perform City wide sanitary lining to address various structural issues.
- Address various issues related to manholes identified thru smoke testing and field evaluations.
- Replace the Link Lane Lift Station's force main.
- Address lift station issues for the three City lift stations.
- Reconstruct Sturgis sanitary sewer to 8-inch diameter to correct minimum standards, roots, and access issues.
- Reconstruct and abandonment of sanitary sewer along Hercules and Eunice.

These wastewater collection projects were identified during the asset management planning process completed in 2020 and are included in the City's Capital Improvement Plan.

As you know, several funding options were discussed at the City Council work session including USDA's Rural Development Rural Utilities program. This is a very popular grant and low interest loan program for communities with less than 10,000 population.

We recommend meeting with Paul Bristol from the Rural Development office to review details regarding their funding program. The following is a list of some of the benefits of this program: 40-year amortization, potential for grant, low interest rates, no prevailing wage rate requirement, and no prepayment penalty.

We have been working with City staff and Andy Campbell from Baker Tilly (financial advisor) to determine the financial impacts these projects would have on the City's general fund and utility rates. This analysis cannot be completed until a full application is submitted to Rural Development to determine the City's eligibility for grants and loans.

Professional Services

Our proposed services include the following:

- Preliminary Engineering
 - Meetings with USDA Rural Development
 - Meetings with City staff and advisors
 - Preliminary Engineer's Estimates
- USDA Rural Development Application (Wastewater)
 - Applications are needed for wastewater system
 - Environmental Report

Services related to design engineering, topographic survey, drafting, plans and specifications, permitting, soil borings, easement acquisition and bidding assistance are not included in the scope of services in this proposal. As part of the USDA RD application, we will develop these engineering costs and a proposal will be prepared and submitted to the City for consideration.

Schedule

We anticipate completing the Rural Development Applications within 3-4 months of authorization. A response from Rural Development is typically received within 1 to 2 months. Their response will include whether the City qualifies for grant (and how much) and the interest rate for the financed portion of the project.

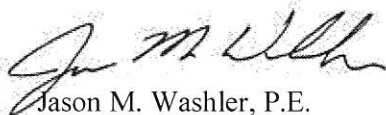
Fee Estimate

We propose to perform these professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed \$19,500.

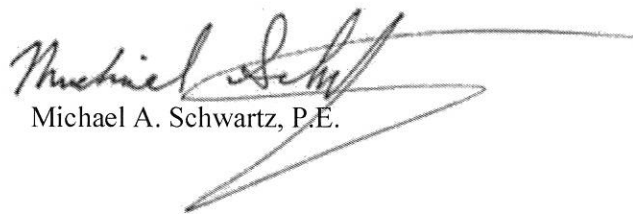
We appreciate the opportunity to submit this proposal and look forward to continuing our professional relationship with the City of Parchment. If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Jason M. Washler, P.E.



Michael A. Schwartz, P.E.

JW/MAS/jw/dlj

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

Project No. _____

Professional Services Agreement

This Professional Services Agreement is made this _____ day of _____, 2021 ("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 South Riverview Drive, Parchment, MI 49004-1298.

WHEREAS Client intends to:

Obtain Engineering Services for the Sanitary Sewer Capital Improvement Projects - USDA

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For Client

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

For P&N

Name: Michael A. Schwartz, P.E.
Title: Project Manager
Phone Number: (269) 372-1158
Facsimile Number: (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 March 19, 2021
- ☐ 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 March 19, 2021

☐ Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

☐ Lump Sum for Services Described in Article 3 above - \$_____.

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. Not to exceed \$19,500.00.

☐ 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: _____

Current Fee Schedule

Prein&Newhof bills for each hour spent on a project at the hourly rate of the employees assigned. Mileage is charged at \$0.60 per mile. Direct expenses and sub-consultant costs are billed at invoice plus a 10% handling charge.

Identified below are the hourly rates for various employee classifications:

Employee Classification	Hourly Billing Rate*
Senior Consultant	\$180
Senior Project Manager II	\$157
Senior Project Manager	\$144
Project Manager, Senior Engineer II, Landscape Architect III, Senior Technician IV	\$132
Senior Technician III, Geologist, Airport Planner, Lab Manager	\$120
Senior Engineer, Surveyor II, Landscape Architect II	\$116
Engineer II, Senior Technician II, Senior Office Technician	\$110
Engineer, Senior Technician, Surveyor, Senior Construction Observer	\$100
Technician IV, Construction Observer II, Landscape Architect	\$92
Technician III, Construction Observer, Lab Technician, Office Technician	\$84
Technician II	\$74
Technician	\$62

*Hourly rates are typically adjusted yearly.

NOTE: Includes overhead, fringe benefits and profit; effective January, 2021.

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.

MEMORANDUM

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

From: Kent DeBoer, Planning Commission

Date: April 1, 2021

Re: Conditional Rezoning Recommendation

Motion – Motion to approve the addition of Conditional Rezoning to the Parchment Zoning Ordinances.

The City of Parchment Planning Commission recommends that the Parchment City Commission approve the addition of Conditional Rezoning to Article 20 of the Parchment Zoning Ordinances.

Conditional Rezoning provides a developer with the option of providing conditions to their site. Sites that are located near residential areas sometimes cause concerns for the general health, safety, and welfare. Conditional rezoning allows for these concerns to be remedied by the developer. Examples of conditions could be hours of operation, light reduction, noise reduction structures, and various other things that cause concern for the property.

CITY OF PARCHMENT
KALAMAZOO COUNTY, MICHIGAN

ORDINANCE _____

AN ORDINANCE TO AMEND THE PARCHMENT CITY CODE OF ORDINANCES TO AMEND ARTICLE 20 OF THE PARCHMENT CITY ZONING ORDINANCE (APPENDIX A), TO ADD CONDITIONAL REZONING; TO SET FORTH CRITERIA AND REGULATIONS THEREFOR; TO REPEAL ALL OTHER ORDINANCES OR PARTS THEREIN INCONSISTENT OR CONTRARY TO THIS ORDINANCE; AND TO ESTABLISH AN EFFECTIVE DATE FOR THIS ORDINANCE.

THE CITY OF PARCHMENT ORDAINS:

ARTICLE I

Article 20, Amending the Ordinance, is hereby amended to add Conditional Rezoning, which addition shall now read:

CONDITIONAL REZONING

Section 20.1 – Intent

The Planning Commission and City Commission recognize that, in certain instances, it would be an advantage to the City and to property owners seeking rezoning if the application for rezoning was accompanied by a site plan and was subject to certain conditions. Accordingly, it is the intent of this Section of the Zoning Ordinance to provide a conditional rezoning option to property owners in connection with the submission of an application for rezoning.

Section 20.2 – Definitions

The following definitions shall apply in the interpretation of this Section:

1. Applicant

The property owner, or a person acting with the written and signed authorization of the property owner to make application under this Section.

2. Conditional Rezoning Agreement (CR Agreement)

A written agreement approved and executed by the City and property owner, incorporating a CR Plan, and setting forth Rezoning Conditions and any other terms mutually agreed upon by the parties relative to land for which the City has approved a conditional rezoning.

3. Conditional Rezoning Plan (CR Plan)

A plan of the property which is the subject of a conditional rezoning, prepared by a licensed engineer or architect, that shows the location, size, height, design, and other measures or features of buildings, structures and improvements on and adjacent to the property. The details to be offered for inclusion on a CR Plan shall be determined by the applicant, subject to approval of the City Commission after recommendation by the Planning Commission.

4. Rezoning Conditions

Conditions proposed by the applicant and approved by the City as part of an approval under this Section, which shall constitute regulations in connection with the development and use of property for which conditional approval has been granted. Such Rezoning Conditions shall not:

- a. Authorize uses or developments of greater intensity or density than are permitted in the district proposed by the rezoning.
- b. Authorize uses that are not permitted in the district proposed by the rezoning.
- c. Permit uses or development expressly or implicitly prohibited in the CR Agreement.

5. Rezoning

The amendment of this Ordinance to change the Zoning Map classification on property from its existing district to a new district classification.

Section 20.3 – Authorization and Eligibility

1. Application for Optional Conditional Rezoning

A property owner shall have the option of seeking conditional rezoning in connection with submission of an application seeking rezoning. The conditional rezoning option shall be selected by filing an Application for Conditional Rezoning Review. Conditional rezoning represents a legislative amendment to the Zoning Ordinance, pursuant to Section 405 of Michigan Public Act 110 of 2006, as amended.

2. Site-Specific Regulations

In order to be eligible for review of an application for conditional rezoning, a property owner must propose a rezoning of property to a new zoning district classification, and must, as part of such proposal, voluntarily offer certain site-specific regulations (to be set forth on a CR Plan and in a CR Agreement) which are equally or more strict or limiting than the regulations that would apply to the land under the proposed zoning district.

Section 20.4 – Review and Approval Procedures

1. Pre-Application Meeting

Prior to submitting an Application for Conditional Rezoning, the applicant may schedule a pre-application meeting with the City Planner to review the conditional rezoning guidelines and expectations. The applicant shall pay the expenses incurred by the City for this meeting.

2. Application

A property owner or his/her designated agent may submit an Application for Conditional Rezoning at the time the application for rezoning is filed or at a subsequent point in the process of review of the proposed rezoning. The application, which may be amended during the review process, shall include a CR Plan proposed by the applicant and a list of Rezoning Conditions proposed by the applicant, recognizing that the Rezoning Conditions shall not authorize uses or development not permitted in the proposed zoning district.

3. Planning Commission Review

After the completed application and all required supporting materials have been received and fees paid, the petition shall be reviewed by the Planning Commission in accordance with the procedures outlined in Article 20.

4. City Commission Consideration

Upon receipt of the recommendation of the Planning Commission, the City Commission shall deliberate on the proposed conditional rezoning. If the City Commission determines that it may approve the conditional rezoning, then the City Commission shall work with the landowner to clarify tentative conditions so that the applicant (or designee) can develop a draft CR Agreement.

5. City Commission Action

Upon completion of the CR Agreement, the City Commission, by majority vote of its membership, shall make a final determination to approve or deny the conditional rezoning.

6. Zoning District Designation

If approved, the zoning classification of the rezoned property shall be the district to which the property has been rezoned, accompanied by a reference to "CR, Conditional Rezoning." The use of property so designated shall be restricted to the uses specified in the CR Agreement, and no other development or use shall be permitted except uses provided for in the original Zoning District.

7. Effects of Approval

The use of property in question shall conform with all regulations governing development and use in the zoning district to which the property has been rezoned, subject to the following:

- a. Development Subject to Conditional Rezoning Requirements. Development and use of the property shall be subject to the more restrictive requirements specified on the CR Plan, in the Rezoning Conditions and in the CR Agreement, required as part of the Conditional Rezoning approval. Such requirements shall supersede all inconsistent regulations otherwise applicable under the Zoning Ordinance.
- b. Site Plan Review and Other Approvals Required. Approval of the CR Plan and Agreement confirms only the rezoning of the property, subject to any conditions imposed as reflected in the CR Plan. Site plan, special land use, plat, and

condominium approval, as appropriate, shall be required, pursuant to procedures in Article 13, prior to any improvements to the property. Any use or development proposed as part of any offer of conditions that would require a variance under the terms of this Ordinance may only be commenced if a variance for such use or development is ultimately granted by the Zoning Board of Appeals in accordance with the provisions of this Ordinance.

- c. Recordation and Publication of CR Agreement. A conditional rezoning shall become effective on the effective date of the Ordinance amending the Zoning Map and recordation of the CR Agreement.

8. Amendment of CR Agreement

Amendment of a CR Agreement shall be proposed, reviewed, and approved in the same manner as a new conditional rezoning application.

9. Expiration of CR Agreement

The conditional rezoning approval shall expire following a period of two (2) years from the effective date of the rezoning unless: 1) approved development of the property commences within such two (2) year period and proceeds without delay and in good faith as required by ordinance toward substantial completion, or 2) the rezoning is extended for good cause by the City Commission as provided herein.

- a. Extension of Approval. In the event that a development has not commenced within two (2) years from the effective date of the rezoning, the City Commission shall initiate reversion of the zoning to its former classification. However, the land owner may apply to the City Commission for a one (1) year extension one (1) time. The request for extension must be submitted to the City Clerk before the two (2) year time limit expires. The land owner must show good cause why the extension should be granted.
- b. Reversion of Zoning. If approved development and/or use of the rezoned land does not occur within the time frame specified above, then the land shall revert to its former zoning classification as set forth in MCL 125.286i. The reversion process shall be initiated by the City Commission requesting that the Planning Commission proceed with consideration of rezoning of the land to its former zoning classification. The procedure for considering and making this reversionary rezoning shall thereafter be the same as applies to all other rezoning requests.

10. Violations of the CR Agreement

If development or actions are undertaken on or with respect to the property in violation of the CR Agreement, such development or actions shall constitute a nuisance per se. In such case, the City may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the CR Agreement, the City may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates, in addition to or in lieu of such other lawful action to achieve compliance.

Section 20.5 – Elements of a Conditional Rezoning Application

As an integral part of the conditional rezoning, the following elements shall be provided by the applicant for review by the City.

1. CR Plan

A CR Plan, with such detail as proposed by the applicant and approved by the City Commission in accordance with this Section. The CR Plan shall not replace the requirements for site plan, subdivision or condominium approval, as the case may be.

2. Rezoning Conditions

Rezoning conditions, which shall not authorize uses or development not permitted in the proposed zoning district and which shall not permit uses or development expressly or implicitly prohibited in the CR Agreement.

3. CR Agreement

A CR Agreement, which is voluntarily offered by the applicant (or designee), shall incorporate the CR Plan and set forth the Rezoning Conditions, together with any other term mutually agreed upon by the parties, including the following terms:

- a. Agreement and acknowledgement that the conditional rezoning was proposed by the applicant to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms in the CR Agreement.
- b. Agreement and acknowledgement that the conditions and CR Agreement are authorized by all applicable state and federal laws and constitution, and that the CR Agreement is valid and was entered into on a voluntary basis, representing a permissible exercise of authority by the City.

- c. Agreement and understanding that the property in question shall not be developed or used in a manner that is inconsistent with the CR Plan and CR Agreement.
- d. Agreement and understanding that the approval and CR Agreement shall be binding upon and inure to the benefit of the property owner and the City, and their respective heirs, successors, assigns, and transferees.
- e. Agreement and understanding that, if a conditional zoning expires in the manner provided in this Article, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established.
- f. Agreement and understanding that each of the requirements and conditions in the CR Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved conditional rezoning, taking into consideration the changed zoning district classification and the specific use authorization granted.
- g. Any other agreement voluntarily proposed by the applicant (or designee) that is consistent with all applicable state and federal laws and is agreed to by the City.

Section 20.6 – Approval Criteria

The applicant shall have the burden of demonstrating that the following requirements and standards are met by the CR Plan, Rezoning Conditions, and CR Agreement:

1. Enhancement of the Project Area

The City Commission, upon recommendation from the Planning Commission, shall determine that approval of the conditional rezoning shall accomplish the integration of the proposed land development project with the characteristics of the project area, and result in an enhancement of the project area, and such enhancement would be unlikely to be achieved or would not be assured in the absence of the use of conditional rezoning.

2. In the Public Interest

The City Commission, upon recommendation from the Planning Commission, shall determine that, in considering the site-specific land use proposed by the applicant,

sufficient conditions have been included in the CR Plan and CR Agreement so that it would be in the public interest to grant the conditional rezoning. In determining whether approval of a proposal would be in the public interest, the benefits that would be reasonably expected to accrue from the proposal shall be balanced against, and be found to clearly outweigh the reasonably foreseeable detriments thereof, taking into consideration reasonably accepted planning, engineering, environmental and other principles.

3. Consistency with the Master Plan

The proposed rezoning shall be consistent with the Master Plan and Future Land Use Map for the City.

ARTICLE II

All Ordinances or parts thereof in conflict herewith are hereby repealed and shall be of no further force and effect.

ARTICLE III

Any and all sections, terms, provisions and/or clauses herein shall be deemed independent and severable. Should any Court of competent jurisdiction hold any section, term, provision or clause void and/or invalid, all remaining sections, terms, provisions and/or clauses not held void and/or invalid shall continue in force and effect.

ARTICLE IV

This Ordinance shall take force and effect on _____, 2021.

CERTIFICATE

I, Shannon Stutz, City Clerk for the City of Parchment, do hereby certify that the foregoing Parchment Ordinance No. _____ was adopted by the City Commission at a regular meeting held on _____, 2021, and that the following is a record of the vote of the members of said City Commission on said Ordinance.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Shannon Stutz
City Clerk