

AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

September 5, 2023

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice Mayor Thomas Jordan

Commissioner Holly Evans

Commissioner Tammy Cooper

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. Pledge of Allegiance

3. Roll Call

4. Approval of Minutes

From the City Commission Meeting of August 21, 2023

5. Additions/Changes to the Agenda - Approval

6. 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.*

7. 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. 1497 – action

8. Unfinished Business

9. New Business

- A. Wastewater Treatment Agreement, for USDA – action
- B. Water Tower Painting – action
- C. Leaf Ordinance, First Reading – action
- D. Home Coming Parade - action

10. Citizen Comments – Items ON or OFF the Agenda

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

11. Mayor and Commissioner Comments

12. City Manager Comments

13. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY AUGUST 21, 2023.

1. Call to order

Mayor Britigan called the meeting to order at 7:00 p.m. then led everyone in the Pledge of Allegiance.

2. Roll Call.

Present: Mayor Britigan, Commissioners Cooper, Conner, Evans, Fooy, Jordan, and Madaras. City Manager Stoddard, City Treasurer/Clerk Stutz.

Absent: None.

3. Minutes

Moved by Commissioner Madaras, supported by Commissioner Cooper to approve the amended minutes of the August 7, 2023 Regular meeting. **Motion Carried.**

4. Additions or changes to the agenda.

None. Moved by Commissioner Conner supported by Vice Mayor Britigan to approve the agenda as presented. **Motion Carried.**

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Questions by Commissioners were answered regarding specific items. Moved by Commissioner Evans, supported by Commissioner Fooy to receive the consent agenda items. **Motion Carried.**

7. Unfinished Business

A. None.

8. New Business

A. Establish City of Parchment Tree Fund – action. City Treasurer Stutz gave some background as detailed in the memo provided. Questions were fielded. Moved by Commissioner Fooy, supported by Commissioner Conner, to establish the Municipal Tree Fund (299), move budgeted monies of \$10,000 and other related receipts from the General Fund to the new fund, approve a related budget amendment to reflect the change, and have city staff establish guidelines to govern the fund. Roll call vote was as follows:

Ayes: Britigan, Conner, Cooper, Evans, Fooy, Jordan, and Madaras.

Nays: None.

Absent: None.

Abstain: None.

Motion Carried 7-0.

9. Citizen Comments

Nancy Cramer, 434 Wilson, mentioned issues at the vacant property at 422 Wilson, saying she wanted to bring it to the city's attention.

10. Mayor and Commissioner Comments

Commissioner Cooper said the Veterans Memorial looks beautiful and it's exciting to see it move near completion.

Commissioner Conner mentioned complaints on Facebook of mail being stolen.

Commissioner Evans thanked everyone for the establishment of the Tree Fund, adding the Parks and Rec committee is excited to get started.

Mayor Britigan noted that mail theft is an epidemic all over, and that people should be careful about clearing out their mailboxes. He reported on his attendance at MAMC – that commission orientation could be helpful and that most cities have Downtown Development Authorities and wondered if we should reestablish ours. He expresses his excitement that the city seems to have positive momentum, then reminded all about the joint PC meeting Wednesday at 6 pm.

11. City Manager Comments/Reports

City Manager Stoddard said she looks forward to the next Joint City Commission/Planning Commission Meeting on August 23. She then offered anyone with questions or concerns to call or text her.

12. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Cooper and supported by all to adjourn the meeting at 7:35 p.m.

Shannon Stutz, City Clerk



City of Parchment
 Check Register Report
 Warrant 1497

Check	Check Date	Vendor Name	Description	Amount
37730	08/21/2023	BELL EQUIPMENT CO.	66" TUBE BROOM	1,161.09
37731	08/21/2023	BEST WAY DISPOSAL	PORTABLE RESTROOMS - FESTIVAL - ACCT #79	2,902.58
37732	08/21/2023	CONSUMERS ENERGY	CITYWIDE MONTHLY ENERGY USE	2,687.19
37733	08/21/2023	CORPORATE TECHNOLOGIES LLC	SOFTWARE COMPATABILITY CHECK - ACCT #COP	150.00
37734	08/21/2023	CUSTOM SANDBLASTING	15 ENGRAVED VETERAN'S BRICKS	420.00
37735	08/21/2023	DEYOUNG LANDSCAPE SERVICE	VET MEMORIAL INSTALLATION - BALANCE - AC	26,217.00
37736	08/21/2023	ENGINEERED PROTECTION SYSTEMS	MAINT BLDG ALARM - 09/01 TO 11/30/23	180.78
37737	08/21/2023	ESPER ELECTRIC, LTD.	TROUBLESHOOT ELECTRICAL PANEL - NEW FLAG	475.00
37738	08/21/2023	FORD, KRIEKARD, SOLTIS & WISE	GENERAL MATTERS - JULY	1,106.25
37739	08/21/2023	HOLLY EVANS	KSF CHILDREN'S AREA - SUPPLIES	253.05
37740	08/21/2023	J & H OIL COMPANY	FUEL CHARGES - 7/16 TO 7/31/23	356.63
37741	08/21/2023	J & J GLASS	FIX ADA DOOR AT CITY HALL	279.98
37742	08/21/2023	JACQUELINE EVANS	PAVILION RESERVATION REFUND (WRONG CITY/	100.00
37743	08/21/2023	JAMES DUBY	INS DED REIMB (APRIL-MAY)	665.89
37744	08/21/2023	JOAN VANSICKLER	WEB MAINTENANCE AND DESIGN SVCS FOR KAC	1,350.00
37745	08/21/2023	MATT ERVIN	KSF - STAGE/MANAGER - FINAL PAYMENT	1,050.00
37746	08/21/2023	MATT ERVIN	SOUND SYSTEM RENTAL & SOUND ENGINEERING	200.00
37747	08/21/2023	NANCY STODDARD	ZOOM - ONLINE MEETING PLATFORM	16.95
37748	08/21/2023	PREIN & NEWHOF	ENGINEERING SVCS JULY 2023	7,884.85
37749	08/21/2023	REPUBLIC SERVICES #249	sanitary \$4008.85, Commerce Ln \$174.25, Mill \$3701.75	
37750	08/21/2023	SBIS	CITY WIDE PICK UP - AUGUST ACCT #3-0249-	9,640.25
37751	08/21/2023	SIGNCRAFTERS	EMPLOYEE INSURANCE - SEPTEMBER 2023	12,255.99
37752	08/21/2023	TRUCK & TRAILER SPECIALTIES	VETERAN'S MEMORIAL PLAQUE	4,550.00
37753	08/21/2023	FRANCO POSTALIA	2 - PUMPS SPINNERS FOR DUMP TRUCK	581.40
37754	08/21/2023	ROBERT BRITIGAN	POSTAGE METER RENTAL	78.00
			REIMB FOR MAMC	455.74

The City of Parchment, Kalamazoo County, Michigan (the "City")

A meeting of the Parchment City Commission (the "Commission") was held in the _____, within the boundaries of the City,

on the ____ day of _____, 2024, at ____ o'clock in the __.m. (the "Meeting")

The Meeting was called to order by Robert D. Britigan III, Mayor.

Present: Commissioners

Absent: Commissioners

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS:

1. The City previously entered into a 30 year wastewater service agreement with the City of Kalamazoo to operate and maintain wastewater collection systems, dated March 4, 2019 (the "Original Agreement"); and
2. The City desires to make improvements to its wastewater collection system, some of which will be financed with a loan from the U.S. Department of Agriculture's Rural Utilities Service; and
3. In order for the City to obtain such loan, the parties must amend and replace the Original Agreement, in its entirety, with a revised Wastewater Service Agreement, which is attached hereto as Exhibit A (the "Amended Agreement"); and
4. The Commission has determined that it is in the City's best interests to amend the Original Agreement and replace it, in its entirety, with the Amended Agreement; and
5. The Commission desires to authorize or direct Robert D. Britigan III, the Mayor of the City of Parchment, or his designee to execute the Amended Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Original Agreement is hereby amended and shall be replaced in its entirety by the Amended Agreement.
2. Robert D. Britigan III, the Mayor of the City of Parchment, or his designee is authorized and directed to execute the Amended Agreement in substantially the same form attached as Exhibit A hereto, and to make any revisions to the Amended Agreement not inconsistent with this resolution, subject to review and approval of the City's legal counsel.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Commissioners

Nays: Commissioners

Resolution declared adopted.

City Clerk, City of Parchment

The undersigned duly qualified and acting City Clerk of the City of Parchment, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Commission at the Meeting, the original of which is part of the Commission's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

City Clerk City of Parchment

IFK/baf

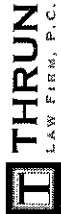


Exhibit A

Amended Agreement

WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT is entered into _____ 2023 between the City of Kalamazoo ("Kalamazoo"), 241 W. South St, Kalamazoo, MI 49007, and the City of Parchment ("Parchment"), 650 S. Riverview Dr. Parchment, MI 49004, collectively referred to as the "Parties" or individually as a "Party", pursuant to the authority granted by 1951 Public Act 35, MCL 124.51 et seq.

Recitals

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

Whereas, the Parties previously entered a 30 year Agreement dated March 4, 2019; and

Whereas, Parchment desires to make capital improvements to its public collection system and has received a loan from the U.S. Department of Agriculture's Rural Utilities Service ("RUS Loan") to finance a portion of the cost of those improvements; and

Whereas, the Federal regulations associated with the RUS Loan require the Parties to enter this Wastewater Service Agreement; and

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

Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

The Parchment ordinances, rules, and regulations governing construction, maintenance, repair, and use of the Collection System shall be as stringent as those of Kalamazoo, including but not limited to pertinent provisions of the Kalamazoo City Code pertaining to the Wastewater System, as such exists at present or as may from time to time be amended. Any changes in Federal or State law or regulations or in the Kalamazoo City Code which sets stricter standards shall automatically become part of this Agreement. In addition, so long as there is an outstanding balance on the RUS Loan, the Agreement shall be subject to and Parchment shall comply with applicable RUS regulations.

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

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

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

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

8. COMPENSATION FOR TREATMENT: Kalamazoo agrees to provide and maintain, pursuant to its ordinance and water service contracts, the proper water meters for properties connected to the Kalamazoo water system and collect individual water consumption data and bill individually metered customers of the Parchment wastewater collection system, according

to the rates set forth in the Kalamazoo Code of Ordinances, as may be amended from time to time, for out-city customers of the Wastewater System.

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

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

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

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

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

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

Any industry desiring to use the Parchment Collection System for industrial wastes, shall apply in writing to Kalamazoo's Director of Public Services and the appropriate Parchment official for permission to connect to the Parchment Collection System and no discharge of any such industrial waste into that System in the service area shall be permitted unless and until all of Kalamazoo's lawful requirements have been met, including, where required, the pretreatment of industrial wastes as required by Federal or State regulation and approved by Kalamazoo.

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

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

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

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

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

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

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

16. TERMINATION: This Agreement shall remain in full force and effect for an indefinite period of time, but for at least a period equal to the repayment term for any RUS Loan to Parchment or 40 years, whichever is longer, unless sooner terminated by consent of the Parties hereto or by either Party because of a breach by the other Party of a material provision or undertaking or failure to make a payment required; provided, however that no termination shall be made because of such breach until after the expiration of 6 months following a written notice of such breach to the offending Party by the other Party, which notice shall specify how, in the opinion of the non-offending Party the breach can be corrected. After the expiration of the applicable term, either Party may terminate your Agreement upon one year's written notice to the other Party.

Notwithstanding the above, the parties understand that the City of Kalamazoo and the Kalamazoo Regional Water and Wastewater Commission may negotiate a new comprehensive

wastewater service agreement for non-City of Kalamazoo municipal retail customers. In the event that Kalamazoo and other municipal retail customers enter into a new comprehensive wastewater service agreement, Kalamazoo and Parchment agree that this Agreement may be terminated upon 90 days written notice by either Party and that Parchment will be permitted to become a signatory to that Agreement, or that Kalamazoo and Parchment will enter into a new Wastewater Service Agreement upon the same terms and conditions as other non-City of Kalamazoo municipal retail customers. At that point, this Agreement shall be terminated and shall no longer be in force and effect.

17. ASSIGNMENT: This Agreement may be freely assigned by either party..

19. SECURITY PLEDGE: The interests of the City of Parchment in this Agreement, may be pledged by the City of Parchment to the U.S. Department of Agriculture’s Rural Utilities Service or the United State Department of Agriculture, as security for any RUS Loan.

18. SAVING CLAUSE: Should any part of this Agreement be held by a court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed automatically affect the validity of any other portion year of, but if the ruling deprives a Party of one or more rights under this agreement, this Agreement may be suspended upon 10 days written notice to the other Party. The Parties would then negotiate for the purpose of revising this Agreement.

IN WITNESS WHEREOF, this Agreement is signed and delivered the day and year first above written by authority of the City Commission of Kalamazoo given the _____ day of _____ 2023, and the City Commission of Parchment, given the _____ day of _____ 2023.

CITY OF KALAMAZOO

CITY OF PARCHMENT

By: James K. Ritsema

By:

Its: City Manager

Its: Mayor

MEMORANDUM

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

From: Nancy R Stoddard, Parchment City Manager

Date: September 5, 2023

Re: Water Tower Painting

Background: As you know, the water tower was sold to the City of Kalamazoo when the Parchment Water System was sold.

Discussion: James Baker, Director of Public Services spoke with the Mayor and the City Manager about the necessity to paint the former Parchment Water Tower in 2024. He stated that the City Commission members could decide what colors that they would like to have on the tower (any color) and its lettering (black or white). Currently, it is green with white lettering but the use of the school colors (maroon and white) or some other colors could be used instead.

Recommendation:

Motion to approve the following colors for the painting of the Water Tower; _____ for the tower and _____ for the lettering on the Water Tower.

**CITY OF PARCHMENT
KALAMAZOO COUNTY, MICHIGAN
ORDINANCE _____**

AN ORDINANCE TO AMEND CHAPTER 38, ARTICLE IV, SECTION 38-53, OF THE PARCHMENT CITY CODE OF ORDINANCES TO REGULATE THE PLACEMENT AND PICK UP OF LEAVES; TO DELETE CHAPTER 38, ARTICLE IV, SECTION 38-54 OF THE PARCHMENT CITY CODE OF ORDINANCES; TO DELETE PENALTIES FOR VIOLATION THEREOF; TO REPEAL ALL ORDINANCES AND PARTS THEREOF INCONSISTENT OR CONTRARY TO THIS ORDINANCE; AND TO ESTABLISH AN EFFECTIVE DATE.

THE CITY OF PARCHMENT ORDAINS:

ARTICLE I

Chapter 38, Article IV, Residential Brush, Waste and Tree Removal, Section 38-53, Placing Leaves in Curb Lawn on Public Street, of the Parchment City Code of Ordinances, is hereby amended and shall now read:

Sec. 38-53. Placing Leaves in Curb Lawn on Public Street, Exceptions.

The City shall pick up leaves on an annual basis subject to the following:

- a. Subject to change, leaf pick up shall occur on any date(s) from October 1st to December 1st as set by the City Commission. The City may change the date of leaf pick up and will notify residents of specific pick up days by a sign at the City Hall and on the City Calendar at www.parchment.org.
- b. Leaves shall be placed for pick up as follows:
 1. Properties adjacent to Riverview Drive: Leaves shall be placed in the curb lawn for pick up.
 2. Streets where there is a curb, other than Riverview Drive: Leaves shall be placed in the street for pick up.
 3. For properties where there is no curb: Leaves shall be placed in the curb lawn, not in the street, for pick up.
- c. In the spring, there will be a one-time leaf pick up, subject to the subsections set forth above. Tentatively, that leaf pick up will occur in April. However, that schedule is dependent upon snow or rain. The exact date can be seen on the sign at City Hall or on the City Calendar at www.parchment.org.

- d. After fall or spring pick up, leaves which have not been picked up due to improper or untimely placement, or if those leaves fall after leaf pick up, they shall be mulched, composted or placed in a yard waste container.

ARTICLE II

Chapter 38, Article IV, Residential Brush, Waste and Tree Removal, Section 38-54, Brush Pick Up, of the Parchment City Code of Ordinances, shall be deleted and shall be of no further force and effect.

ARTICLE III

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

ARTICLE IV

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 V

This Ordinance shall take force and effect on _____, 2023.

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 _____, 2023, 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



Parchment School District
520 North Orient Street
Parchment, MI 49004
(269) 488-1050 PHONE
(269) 488-1050 FAX
www.parchmentschools.org

June 20, 2023

Parchment City Council

The high school Student Council is requesting permission from the Parchment City Council to hold our Homecoming Parade on **Friday, October 6th at 5 pm.**

We plan on staging the parade at Kindleberger Park (at 4:00 pm), travel north on Riverview, turn east at "G" Avenue, turn right on Orient Street and end at the high school parking lot. The parade will take approximately 30-45 minutes.

There will be no fireworks this year.

If you have any questions or concerns, please contact Jodie McManus at 488-1173 or jjmcmamus@parchmentschools.org.

Sincerely,

Jodie McManus

Parchment HS Student Council Advisor

Central Elementary
510 North Orient Street
Parchment, MI 49004
(269) 488-1000 PHONE
(269) 488-1010 FAX

North Elms
5536 Keyes (Kalamazoo)
Parchment, MI 49004
(269) 488-14
(269) 488-14

Parchment High School
1916 East G Avenue
Parchment, MI 49004
(269) 488-1100 PHONE
(269) 488-1110 FAX

Jamontia
704
K 49004
G PHONE
G FAX

Parchment Middle School
307 North Riverview Drive
Parchment, MI 49004
(269) 488-1200 PHONE
(269) 488-1210 FAX

Center

Parchment Early Learning Center
600 Edison Street
Kalamazoo MI 49004
(269) 488-1260 PHONE
(269) 488-1263 FAX