



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

MONDAY DECEMBER 21, 2015

7 P.M.

PARCHMENT CITY COMMISSION

MAYOR ROBERT B. HEASLEY

VICE MAYOR ROBERT D. BRITIGAN III

COMMISSIONER THOMAS BALMER

COMMISSIONER DOUGLAS FOOY

COMMISSIONER TERRY HAGEMAN

COMMISSIONER JON HEASLEY

COMMISSIONER DAVID KINSEY

OFFICERS

CITY MANAGER DENNIS DURHAM

CITY ATTORNEY ROBERT SOLTIS

CITY TREASURER/CLERK SHANNON STUTZ

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

A. City Commission Regular Meeting Minutes of December 7, 2015.

4. ADDITIONS OR CHANGES TO THE AGENDA

5. CITIZEN COMMENTS

Persons wishing to address the City Commission on items not already an agenda item, will be allowed five minutes. Please state your name and address for the record. If you require special accommodation, please notify the Clerk.

6. CONSENT AGENDA

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

- A. Motion to APPROVE as indicated:
 - i. Warrant No. 1297 and 1298 – Information Only
 - ii. MTF Additional Revenues for Infrastructure – Information Only

- 7. UNFINISHED BUSINESS
 - A. Outdoor Furnaces Ordinance – Second Reading and Final Adoption

- 8. NEW BUSINESS
 - A. Agreement with Kalamazoo Co. Health & Community Services – Approve
 - B. 2016 Employee Healthcare Insurance - Approve

- 9. BOARD AND COMMISSION REPORTS/MINUTES

- 10. MAYOR AND COMMISSIONER COMMENTS

- 11. CITY MANAGER COMMENTS/REPORTS
 - A. City Manager Report for December 18, 2015 – Information Only

- 12. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY
COMMISSION HELD ON MONDAY DECEMBER 7, 2015.**

1. Call to order

Mayor Heasley called the meeting to order at 7:00 p.m. He led those present in the "Pledge of Allegiance".

2. Roll Call

A. Election of Mayor and Vice-Mayor.

Nominated by Commissioner J Heasley supported by Vice-Mayor Britigan, Robert Heasley as Mayor. There being no other nominations for Mayor, Robert Heasley was elected unanimously.

Nominated by Mayor Heasley, supported by Commissioner Hageman, Robert Britigan as Vice-Mayor. There being no other nominations for Vice-Mayor, Robert Britigan was elected unanimously.

Present: Mayor Heasley, Vice Mayor Britigan, Commissioners Balmer, Fooy, Hageman, Heasley, and Kinsey. Treasurer/Clerk Stutz, City Manager Durham and City Attorney Soltis.

Absent None.

3. Minutes

Moved by Commissioner Kinsey, supported by Commissioner Heasley to approve the Minutes of the November 16, 2015 regular meeting.

Motion Carried.

4. Additions or Changes to the Agenda

Removal of the warrant, to be moved to next meeting.

5. Citizen Comments

Eugene Frary, 804 Parchmount. Mr. Frary asked for an update on the plans for resurfacing of Parchmount. City Manager Durham replied that work on Parchmount was in the current budget, but the Commission elected to shift funds to repair Riverview instead. Mr. Frary then asked Attorney Soltis the meaning of "franchise" in the context of his cable bill. Attorney Soltis explained that cable companies must pay municipalities to lay cable in the "right of way", and they then charge customers a fee.

6. Consent Agenda

Omitted.

7. Unfinished Business

None.

8. New Business

A. Borgess Run for the Health of It. Moved by Commissioner Heasley, supported by Vice-Mayor Britigan to authorize Borgess Run for the Health of It to use Parchment city streets from 8 am through 3 pm on Sunday, May 8, 2016. **Motion carried.**

- B. Resolution Establishing Moratorium on the Installation of an Outdoor Furnace. Moved by Commissioner Balmer, supported by Commissioner Heasley, to adopt the Resolution establishing a moratorium on the installation of an outdoor furnace. Roll call vote was as follows:
Ayes: Balmer, Britigan, Fooy, Hageman, J Heasley, R Heasley, Kinsey.
Nays: None.
Absent: None.
Abstain: None.
Motion Carried 7-0.
- C. Ordinance Prohibiting Outdoor Furnaces – 1st Reading. Moved by Vice-Mayor Britigan, supported by Commissioner Heasley to accept the 1st reading of the Ordinance Prohibiting Outdoor Furnaces.
Motion Carried.
- D. Resolution Adopting Local purchasing Preference Policy. Discussion ensued regarding dollar limits, competition, fairness. Moved by Commissioner Heasley, supported by Commissioner Hageman to adopt the Local Purchasing Preference Policy for purchases above \$2500.00. Roll call vote was as follows:
Ayes: Balmer, Fooy, Hageman, J Heasley, R Heasley, Kinsey.
Nays: Britigan.
Absent: None.
Abstain: None.
Motion Carried 6-1.
- E. Purchase of Western Plow. Discussion regarding the rules for bidding that were in place prior to item D on this agenda. Based on that information, moved by Vice-Mayor Britigan, supported by Commissioner Kinsey to approve the expenditure of \$4985 to Arista Truck Systems for the purchase of a Western Plow. Roll call vote was as follows:
Ayes: Britigan, Hageman, Kinsey.
Nays: Balmer, Fooy, J Heasley, R Heasley.
Absent: None.
Abstain: None.
Motion Failed 3-4.
- Moved by Commissioner Heasley, supported by Commissioner Balmer to approve the expenditure of \$5188 to Steensma Lawn & Power for the purchase of a Western Plow. Roll call vote was as follows:
Ayes: Balmer, Britigan, Fooy, Hageman, J Heasley, R Heasley, Kinsey.
Nays: None.
Absent: None.
Abstain: None.
Motion Carried 7-0.
- F. Kindleberger Sign Replacement. Moved by Commissioner Hageman, supported by Commissioner Fooy to authorize the expenditure of \$5100.00 to SignCrafters for replacement of the damaged park sign, with cost being reimbursed to city after insurance deductible has been met. Roll call vote was as follows:
Ayes: Balmer, Britigan, Fooy, Hageman, J Heasley, R Heasley, Kinsey.
Nays: None.
Absent: None.
Abstain: None.
Motion Carried 7-0.

9. **Standing Board and Committee Reports**

None.

10. Mayor and Commissioner Comments

Commissioner Balmer said he noticed some street lighting out on Riverview and asked for an update on the blight list.

Commissioner Heasley is looking forward to using YourGov and expressed his appreciation to his fellow commissioners regarding the discourse on the local preference policy.

Commissioner Hageman congratulated Mayor Heasley and Vice-Mayor Britigan on their new terms.

Commissioner Fooy stated his anticipation for next year's festival and that he looks forward to serving on this commission.

Vice-Mayor Britigan expressed his appreciation for the vote of confidence and welcomed Commissioner Fooy. He's also excited to begin shaping the city's future at the strategic planning session.

Mayor Heasley thanks the commission for their support and faith and noted he will work closer with the Vice-Mayor in the future. The Mayor also wanted to thank all the Wassailers and the businesses who support Wassailing in Parchment, noting volunteers are needed to continue the tradition.

11. City Manager Comments/Reports

City Manager Durham mentioned that new Commissioners need their photo taken at Unique Images for the website. He also noted that YourGov is live, but he's still gaining experience and working out the collection and dispensing of violations to staff. A presentation for the Commission is planned for a future date.

12. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Fooy and supported by all to adjourn the meeting at 8:03 p.m.

Shannon S. Stutz
City Clerk



Warrant # 1297 & 1298
December 14, 2015

City of Parchment

Attachment 1 - Check Register Report 1297
Attachment 2 - Check Register Report 1298

City of Parchment
 Check Register Report
 Warrant 1297

Check Numb	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
32718	11/23/2015	MOLLY ANDREWS	General Election 11/3/15	135.00
32719	11/23/2015	BLUE CROSS BLUE SHIELD OF MI	Retiree Ins - December	11,058.44
32720	11/23/2015	CINTAS CORP	Re-Stock 1st Aid Cabinet	83.38
32721	11/23/2015	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	215.22
32722	11/23/2015	CLARK TECHNICAL SERVICES	New Server	7,578.75
32723	11/23/2015	CLEAN EARTH ENVIRONMENTAL	Clean all Lift Stations	1,806.25
32724	11/23/2015	CONSUMERS ENERGY	Municipal Pumping	28.53
32725	11/23/2015	CORNERSTONE OFFICE SYSTEMS	Monthly Contract-November	87.50
32726	11/23/2015	ESTHER DRENTH	General Election - 11/3/15	135.00
32727	11/23/2015	JEANNE DRENTH	General Election - 11/3/15	135.00
32728	11/23/2015	ENGINEERED PROTECTION	Maint Bldg-12/1/15 - 2/29/16	126.69
32729	11/23/2015	FORD, KRIEKARD, SOLTIS & WISE	General Matters-October	900.00
32730	11/23/2015	FRANCOTYP-POSTALIA, INC.	Rental-Meter,Scale,Resets	78.00
32731	11/23/2015	WENDY GAUL	Mileage-10/15, 10/29, 11/14-	11.50
32732	11/23/2015	JULIE GIBSON	Refund-YW	52.78
32733	11/23/2015	BILLIE HERRICK	General Election-11/3/15	135.00
32734	11/23/2015	KALAMAZOO CO MEDICAL	Field Notes-Fire Dept.	14.90
32735	11/23/2015	KALAMAZOO OIL CO.	Fuel Charges-11/1 to	433.84
32736	11/23/2015	KALAMAZOO TOWNSHIP	Police Services Contract-	24,412.67
32737	11/23/2015	SHIRLEY KISHPAUGH	General Election - 11/3/15	135.00
32738	11/23/2015	MARY KNECHTEL	General Election - 11/3/15	160.00
32739	11/23/2015	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl	22.15
32740	11/23/2015	NATIONWIDE LIFE INSURANCE CO.	Fire Dept Ins to 12/15/16	842.33
32741	11/23/2015	PAVEMENT RESTORATION	Pave Manholes-	668.00
32742	11/23/2015	PREIN & NEWHOF	River Reach Blvd-MDOT	347.25
32743	11/23/2015	PUBLIC MEDIA NETWORK	Charter-2% Pass Thru-	3,615.53
32744	11/23/2015	REPUBLIC SERVICES #249	City Wide Pickup-November	7,579.01
32745	11/23/2015	ROSE PEST SOLUTIONS	Pest Control-Contract	76.00
32746	11/23/2015	SMALL BUSINESS ADMIN SERVICES	HRA-November	55.00
32747	11/23/2015	STATE OF MICHIGAN	2016 Dues-John Frakes-	175.00

City of Parchment
 Check Register Report
 Warrant 1298

Check Numb	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
32748	12/01/2015	B & W CHARTERS, INC.	2-28 Pass. Trolleys-Wassailing	700.00
32749	12/02/2015	LAVERNE YODER	Wassailing Animals-12/2/15	150.00
32750	12/04/2015	CITY OF KALAMAZOO	Summer Tax Distribution	17.29
32751	12/04/2015	KALAMAZOO COUNTY TREASURER	Summer Tax Distribution	462.11
32752	12/04/2015	KALAMAZOO VALLEY COM. COLLEGE	Summer Tax Distribution	121.66
32753	12/04/2015	K\RESA	Summer Tax Distribution	277.02
32754	12/04/2015	PARCHMENT SCHOOL DISTRICT #40	Summer Tax Distribution	1,076.51
32755	12/04/2015	CITY OF PARCHMENT	Summer Tax Distribution	782.98
32756	12/07/2015	BRAVA MARKETING PROMOTIONS	83 Prizes for Race (Festival)	556.92
32757	12/07/2015	THE CANOPEUM, INC	Tent for Wassailing - 12/2/15	245.00
32758	12/07/2015	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	186.84
32759	12/07/2015	CLEAN EARTH ENVIRONMENTAL	Hydroexcavate water leak@142 R	1,057.65
32760	12/07/2015	DIAMOND CONCRETE SAWING	Watermain Break-Riverview/PNC	385.00
32761	12/07/2015	FARM "N" GARDEN	Fence for Wassailing	184.00
32762	12/07/2015	KAL CO HEALTH & COMMUNITY SERV	HHW 1/4ly Collections-3rd 1/4	226.23
32763	12/07/2015	KALAMAZOO OIL CO.	Fuel Charges - 11/16 to 11/30	358.15
32764	12/07/2015	MISS DIG SYSTEM, INC.	Annual Fees for 2016	797.42
32765	12/07/2015	PARCHMENT SERVICE CENTER	'08 Ford F-350-Oil Change	40.00
32766	12/07/2015	CITY OF PARCHMENT	Stage @ Kindleberger-Final Bil	335.21
32767	12/07/2015	ALEX POMINVILLE	Relssue of Wedding Deposit	100.00
32768	12/07/2015	PRECISION TREE CARE	Remove 2 Maples@507 Thomas	2,050.00
32769	12/07/2015	PRINTING SYSTEMS INC.	2,650 Shut Off Notices	563.41
32770	12/07/2015	UNITED STATES POSTAL SERVICE	Permit Imprint- Yearly Fee	225.00



66TH DISTRICT
 STATE CAPITOL
 P.O. BOX 30014
 LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

ARIC NESBITT
 MAJORITY FLOOR LEADER

PHONE: (517) 373-0839
 FAX: (517) 373-5940
 E-MAIL: aricnesbitt@house.mi.gov
 www.RepNesbitt.com

November 18, 2015

Mayor Robert Heasley
 650 S. Riverview Dr
 Parchment, MI 49004

Dear Mayor Heasley,

As I am sure you are aware, Governor Snyder recently signed into law a package of bills that will make necessary long term investments in our roads and infrastructure. As a local leader, I wanted to let you know about the estimated increases in revenue that Parchment will see over the next six years in Michigan Transportation Funding (MTF). For Fiscal Year 2015, Parchment received \$130,871.98 in MTF. As the result of this roads package, Parchment will see the following estimated additional revenues.

Additional Revenues in FY 2017 above 2015	Additional Revenues in FY 2018 above 2015	Additional Revenues in FY 2019 above 2015	Additional Revenues in FY 2020 above 2015	Additional Revenues in FY 2021 above 2015
\$30,459.94	\$40,153.34	\$51,969.40	\$65,695.82	\$87,134.53

These increases will result in Total Revenues in FY 2021 of \$218,006.51 in MTF for Parchment.

While not a perfect plan, this roads plan provides for a long term, fiscally responsible investment in not only our roads and infrastructure, but in our hardworking citizens as well. Sound infrastructure is a must if we are to continue our work to attract job creators and provide our citizens with an environment in which they can flourish. Thank you for the work you do on behalf of the people of Parchment. If I may be of any assistance in the future, please contact me toll-free at (800) 577-6212, or by email at AricNesbitt@house.mi.gov.

Warm regards,

Aric Nesbitt
 State Representative
 District 66

**AGREEMENT BETWEEN
THE COUNTY OF KALAMAZOO
BY AND THROUGH ITS HEALTH AND COMMUNITY SERVICES DEPARTMENT**

AND

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

This Agreement is made between the County of Kalamazoo, a municipal corporation, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, by and through its Health and Community Services Department, hereinafter referred to as the "County", and City of Parchment, hereinafter referred to as the "MUNICIPALITY."

WHEREAS, the MUNCIPALTIY is in need of Household Hazardous Waste disposal services and is willing to provide funding for such services; and

WHEREAS, the County of Kalamazoo, by and through its Health and Community Services Department, operates the Household Hazardous Waste Center;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

A. COUNTY RESPONSIBILITIES

The County shall:

1. Provide household hazardous waste collection services to residents of the MUNICIPALITY on the condition that the calculated percent of operational costs are paid in January and there are adequate funds on account with the County to pay for disposal costs throughout the year.
2. Operate the Household Hazardous Waste (HHW) Center at 1301 Lamont Avenue, on the Kalamazoo County Fairgrounds. The HHW Center will be open for business two to three days per week, approximately fifty (50) weeks per year including ten (10) Saturdays per year. Based on past experience and participation rates, collection hours may be reduced during the winter and/or increased during the spring, summer and fall. This is subject to change depending on demand for services and/or inclement weather.
3. Provide staffing for the HHW Center.
4. Accept the following materials at the HHW Center during collections (list may be modified by the County at any time):

Oil Based Paints	Pesticides	Gasoline
Solvents	Acids/Bases	Paint Thinners
Household Cleaners	Aerosols	Reactives
Garden & Lawn Chemicals	Batteries - all	Automotive Chemicals
Used Motor Oil & Filters	Antifreeze	Ammunition/Explosives

Fluorescent Light Bulbs Mercury Containing Devices Electronics

5. The following materials will not be accepted at the HHW Center (list may be modified by the County at any time):

Asbestos Latex Paint Radioactive Materials

6. May require that a citizen provide a valid Michigan Driver's License or other proof of residency at the time of collection. If such proof of residency is not provided, the citizen may be refused service unless payment is provided at the time of service.
7. Measure the size of each incoming load and assign a 'household equivalent' to each load. One household equivalent is equal to approximately twenty-five (25) gallons or one hundred fifty (150) pounds. Larger loads will be invoiced as a multiple household equivalents.
8. Provide advertisements once per month to promote proper disposal of household hazardous waste. Additional advertisement by the MUNICIPALITY must have approval of the County as to content. Further, both funding and arranging for additional advertisement will be the responsibility of the MUNICIPALITY.
9. Provide on-going public education on household hazardous waste and proper disposal methods for such waste. Education efforts may include distribution of flyers and pamphlets and public speaking presentations.
10. Maintain a household hazardous waste hotline and website to provide the public with information regarding proper disposal of household hazardous waste and community resources.
11. Contract with a licensed transporter to transport and dispose of materials collected through the program at a facility licensed for such hazardous waste by the State of Michigan. It is understood that the County's agreement with its transporter and disposal contractor designates the contractor as the generator of such materials, and nothing in this agreement between the County and the MUNICIPALITY to assist in the financing of the program is intended to place the County or the MUNICIPALITY in the position of being an owner, transporter, arranger or generator for purposes of federal or state statutes concerning liability for hazardous waste.

B. MUNICIPALITY RESPONSIBILITIES

The MUNICIPALITY shall agree to reimburse the County for additional labor costs associated with utilizing contractor personnel as additional staff for collections.

C. FINANCIAL REQUIREMENTS

1. Under the terms of this Agreement, the MUNICIPALITY will provide funding to a maximum amount of \$ [REDACTED] (C.1.) to the County for services at the HHW Center. Of this total, the following allocations will be made:
 2. a. \$609.00 of the total amount in C.1. will be invoiced in January of 2016 for operating costs. This amount equates to a per household equivalent participation rate of \$7.00 (20% of operational costs) applied to 2014 household equivalent participation volume. Operational costs are non-refundable regardless of actual participation at the HHW Center and shall be paid in full within thirty (30) days of receipt of HCS FMA billing invoice.
 - b. \$ [REDACTED] of the total amount in C.1. will be reserved for service fees and disposal costs of items directly from **MUNICIPALITY Buildings and Offices** which will be accepted by appointment only. HCS FMA will submit a quarterly invoice and will indicate charges, if any, for use of the HHW Center by the MUNICIPALITY. The MUNICIPALITY shall pay the invoice amount to the County within thirty (30) days of the invoice date.
 - c. The remainder of the total amount of C.1. minus amounts in C.1.a. and C.1.b. will be used for disposal costs associated with the disposal of household hazardous wastes from the MUNICIPALITY's **citizens**. Costs charged to the MUNICIPALITY for utilization of the household hazardous waste collection services by its citizens will be based upon the number of household equivalents from the MUNICIPALITY and disposal costs during the billing period.
3. The County will provide an itemized quarterly report to each participating MUNICIPALITY in the Household Hazardous Waste program. The report will serve as the basis for accounting of the funds provided to the County for the HHW Center. The quarterly report will be provided within forty-five (45) days of the end of the quarter.

D. INDEPENDENT CONTRACTOR

It is understood and agreed by both parties hereto that the County is an independent contractor. The MUNICIPALITY is not responsible for the County's federal, state or local income tax deductions, or any other responsibilities of state or federal laws concerning employment status.

E. AMENDMENTS

The County may send a Letter of Understanding to the MUNICIPALITY in order to add additional funding to the current contract amount.

F. INDEMNIFICATION

The MUNICIPALITY agrees to indemnify and hold harmless the County, its agents, employees, officers and representatives, from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any act, negligence or omission on the part of the MUNICIPALITY, its agents, employees, officers, or representatives, in performing this Agreement. The County agrees to indemnify and hold harmless the MUNICIPALITY, its agents, employees, officers and representatives, from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any act, negligence or omission on the part of the County, its agents, employees, officers, or representatives, in performing this Agreement, provided that nothing herein contained in the Agreement constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to the County or its agents, employees, officers or representatives by common law, statute or court decision.

G. SEVERABILITY

If a court of competent jurisdiction declares any part, portion or provision of this Agreement invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of the Agreement shall remain in full force and effect.

H. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Agreement, and no modification or revision to the Agreement shall have any force and effect unless it complies with the provisions of Paragraph heading E. Amendments of this Agreement. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

I. HEADINGS

The Headings or Titles of the SECTIONS and Paragraphs of this Agreement are provided for reference purposes only. If any discrepancy or disagreement exists between a Heading or Title and the text of the section or paragraph, the text shall control.

J. NOTICE

Any Notice/Communication required, or permitted, under this Agreement from one party to another, shall be deemed effective if the party sending the Notice/Communication hand delivers, e-mails or first class mails the Notice/Communication to the other party or if the party sends the Notice/Communication through first class mail or email to the other party. The parties agree that Notices and Communications should be sent to the parties at the following addresses:

MUNICIPALITY
City of Parchment
Dennis Durham, Manager
650 S. Riverview Drive
Parchment, MI 49004

COUNTY
Jennifer Kosak
Household Hazardous Waste Center
Kalamazoo County
1301 Lamont
Kalamazoo MI 49001

K. **PERIOD OF AGREEMENT**

The term of this Agreement shall be from January 1, 2016 through December 31, 2016, unless terminated earlier as provided.

L. **TERMINATION**

This Agreement may be terminated by either party heretofore at will by providing a sixty (60) day written notice to the other party.

M. **SIGNATURES**

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency.

FOR THE MUNICIPALITY

Printed or Typed Name Title

Signature Date

Printed or Typed Name Title

Signature Date

FOR THE COUNTY OF KALAMAZOO

John P. Taylor, Chair Date
Board of Commissioners

Timothy A. Snow, County Clerk/Register Date

**CITY OF PARCHMENT
KALAMAZOO COUNTY, MICHIGAN**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PARCHMENT CITY CODE OF ORDINANCES TO ADD A NEW CHAPTER 28, FIRE PREVENTION AND PROTECTION, TO ADD A NEW ARTICLE I, OUTDOOR FURNACES, TO ADD SECTIONS 28-1 THROUGH 28-6 DEFINING AND PROHIBITING OUTDOOR FURNACES; TO PROVIDE PENALTIES FOR VIOLATION THEREOF, AND TO REPEAL ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH.

THE CITY OF PARCHMENT ORDAINS:

The City of Parchment Code of Ordinances is hereby amended as follows:

ARTICLE I

Chapter 28, Article I, Outdoor Furnaces, Sections 28-1 through 28-6, are hereby created and shall read as follows:

ARTICLE I. OUTDOOR FURNACES

Sec. 28-1. Definitions.

"Outdoor Furnace", sometimes referred to as an "Hydronic Heater" shall mean any boiler, stove, furnace or other device designed, intended or used to provide heat and/or hot water to any residence or structure, which operates by the burning of wood, coal, corn or other type of solid food and which is located outside the building which it is designed, intended or used to provide heat and/or hot water. "Outdoor Furnace" shall not mean any device which is fueled by natural gas, propane or fuel oil, provided that it has been inspected and improved by the City's Building Official or his or her designee.

Sec. 28-2. Installation and/or Use of an Outdoor Furnace Prohibited.

It shall be unlawful to install or operate an outdoor furnace within the City of Parchment.

Sec. 28-3. Existing Outdoor Furnaces to be Removed.

On or after the effective date of this Ordinance, all outdoor furnaces within the City of Parchment shall be removed and shall be no longer permitted to operate after 20 days of notification by the City.

Section 28-4. Nuisance.

Any installation or operation of an outdoor furnace in violation of this Article is declared to be a nuisance per se. Nothing in this Article shall be deemed to bar, limit or otherwise affect the rights of any person to take private legal action regarding damage or nuisance caused by the installation or use of an outdoor furnace.

Section 28-5. Enforcement.

The Kalamazoo Township Police, acting on behalf of the City, and/or the City's Building Official or his or her designee are authorized and designated to issue notices and citations for violation of this Ordinance.

Section 28-6. Penalty.

Any person who violates this Article shall be responsible for a municipal civil infraction punishable by a fine not to exceed \$500.00 for each violation plus court costs. Each day that a violation occurs shall be deemed a separate offense. In addition, the City shall have the right to proceed in any court of competent jurisdiction to obtain equitable relief or any other appropriate remedy to compel compliance with this Article.

ARTICLE II
REPEALER

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

ARTICLE IV
SEVERABILITY

Any and all sections, terms, provisions and/or clauses herein shall be deemed independent and severable. Should any court or 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
EFFECTIVE DATE

This Ordinance shall take effect on _____, 2015.

CERTIFICATE

I, Shannon Stutz, City Clerk for the City of Parchment, do hereby certify that the foregoing City of Parchment Ordinance No. _____ was adopted by the City Commission at a regular meeting held on _____, 2015, 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



MEMORANDUM

To: Mayor Heasley, Vice-Mayor Britigan and City Commissioners

From: Dennis Durham, City Manager

Date: December 18, 2015

Subject: Employee Healthcare Insurance 2016

RECOMMENDED MOTION

Motion to accept the recommendation of the City Administration to engage the services of Blue Cross Blue Shield of Michigan for the provision of employee medical, dental and vision insurance coverage with the CB HRA Platinum plan beginning February 1, 2016.

BACKGROUND

The City of Parchment provides healthcare insurance benefits to full-time employees covering medical, vision and dental services. The City's coverage renews each year on February 1. The City recently received rates for 2016 from Blue Cross Blue Shield of Michigan, which are 6.8% higher (compared with 2015). The plan remains the same with only minor changes to coinsurance maximums and dental/vision employer contributions – to the benefit of the City.

City of Parchment - Effective 02/01/2016

Current- BCBSM Mapped Renewal BCBSM
 CB HRA Platinum 2000 CB HRA Platinum 1500

Deductibles, Coinsurance and Maximums		
Individual Deductible	\$2,000	\$1,500
Family Deductible	\$4,000	\$3,000
Coinsurance	20%	20%
Coinsurance Max - Single (if applicable)	\$2,000	\$1,500
Coinsurance Max - 2 or More (if applicable)	\$4,000	\$3,000
Total Out-of-Pocket Max - Single	\$6,350	\$6,350
Total Out-of-Pocket Max - 2 or More	\$12,700	\$12,700
Physician Office Visits		
Primary Care (PCP) Office Visit Copay	\$20	\$20
Specialist Office Visit Copay	\$20	\$20
Preventive Services	\$0	\$0
Emergency Medical Care		
Urgent Care Copay	\$60	\$60
Emergency Room Copay	\$150	\$150
Prescriptions		
Tier 1 Copay	\$5	\$5
Tier 2 Copay	\$40	\$40
Tier 3 Copay	\$80	\$80
Tier 4 Copay	n/a	n/a
Tier 5 Copay	n/a	n/a
Network	Community Blue	Community Blue
Rates	Current Rates	Current Rates
Employee Only	Member Level Rated	Member Level Rated
Employee + Spouse		
Employee + Child(ren)		
Family		
Estimated Total Monthly Premium	\$11,058.44	\$11,810.22
Estimated Total Annual Premium	\$132,701.28	\$141,722.64
Change of Monthly Premium from Current		
Estimated Annual Taxes and Fees	Included	Included
Notes	Dental and Vision Included \$1,500 Required Employer Contribution	Dental and Vision Included \$1,250 Required Employer Contribution

Comparisons are a brief summary of benefits. In the event of a conflict, the Certificate of Coverage will override this document. All rates are estimates subject to change based on final submission. Please note that many insurance companies will require at least a 30 day cancellation notice





MEMORANDUM

To: Mayor Heasley, Vice Mayor Britigan and City Commissioners
From: Dennis Durham, City Manager
Date: December 18, 2015
Subject: City Manager's Report (December 2015)

Economic Development

Hercules Redevelopment – Pete VanBruggen provided an update on progress recently, as summarized:

- 1) Still planning to be in the building in some form by the end of the year if we don't run into any more unexpected bumps in the road.
- 2) Water is on – we've used about 5 weeks of contractor time making necessary repairs (damage from freezing) and updates to the plumbing system.
- 3) Asbestos – Final amount was removed from the Lab building as of last week. Remaining gaskets, flue insulation and mud drum of the coal boiler were removed from the Powerhouse in the first part of September.
- 4) Coal boiler demolition complete.
- 5) New boiler installed.
- 6) Site drainage system – Our contractor helped us with a camera scope to map and verify the integrity of the two drainage systems on the site. This was completed in November.
- 7) Riverbank erosion – Completed in October.
- 8) Carpet/Tile/Paint – We've survived a long, bloody internal war picking colors and textures. :-> Carpet and tile are on order. Prep work for painting is underway.
- 9) Landscaping – new planters and stone work along the front of the Mill and Lab buildings have been installed.
- 10) Fiber optic Internet – Installed.

Energy Suppliers – Nothing new from Energy Suppliers. Our team continues to work toward a purchase of property from Georgia Pacific. We have had a difficult time talking with anyone at the company since they announced the Parchment phase-out earlier in the summer.

Snow Removal

The City will be mailing more sidewalk shoveling reminders to residents in the coming weeks – in the event you receive calls or questions, please refer to City Hall.

Storm Drain Cleaning

City crews recently completed cleaning work of all storm drains in the City (200+). The next round of cleaning is anticipated for spring.

Employee Appreciation Event – The event is planned for January 23, 2016 at the Fountains. Invitations will be mailed soon.