



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

MONDAY - MARCH 20, 2017 – 7:00 P.M.

PARCHMENT CITY COMMISSION

MAYOR ROBERT B. HEASLEY

VICE MAYOR ROBERT D. BRITIGAN III

COMMISSIONER HOLLY EVANS

COMMISSIONER DOUGLAS FOODY

COMMISSIONER TERRY HAGEMAN

COMMISSIONER JON HEASLEY

COMMISSIONER ERIC CRONIN

OFFICERS

INTERIM CITY MANAGER CURT FLOWERS

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 March 6, 2017

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. 1331 – Information Only
- ii. Credit Card Statement
- iii. Water Asset Management Plan
- iv. Water/Sewer Comparison Report – Information Only

7. UNFINISHED BUSINESS

A. Kindleberger Park lower restrooms

NEW BUSINESS

- A. 2017 Household Hazardous Waste Contract – Approve
- B. Interim Employment Agreements - Approve

8. BOARD AND COMMISSION REPORTS/MINUTES

A. KAC Meeting Minutes of March 6, 2017 – Information Only

9. 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.

10. MAYOR AND COMMISSIONER COMMENTS

11. CITY MANAGER COMMENTS/REPORTS

12. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY
COMMISSION HELD ON MONDAY MARCH 6, 2017.**

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.

Present: Mayor Heasley, Vice Mayor Britigan, Commissioners Cronin, Evans, Fooy, Hageman and Heasley, City Treasurer/Clerk Stutz, and City Attorney Soltis.

Absent City Manager Durham.

3. Minutes

Moved by Commissioner Heasley, supported by Commissioner Cronin to approve the Minutes of the February 20, 2017 regular meeting.

Motion Carried.

4. Additions or Changes to the Agenda

8 D. Acceptance of City Manager Durham resignation.

8 E. Appointment of Interim City Manager.

5. Citizen Comments

Theresa Stannard, Parchment Community Library Director, went over highlights from the Library's upcoming calendar – including a tech guru on Fridays, medieval fair in May, 2nd Sunday Live concerts in the lower level, food, and Michigan Radio's Jack Lessenberry will be at Parchment High School.

Deb Lawson, 507 Keyes, reminded everyone of the next Neighborhood Watch meeting on March 14 at 6 pm in the lower level of the Library. She noted that Lt. Ergang said he would be there for sure.

6. Consent Agenda

A. Moved by Commissioner Cronin, supported by Commissioner Hageman to receive the consent agenda items. **Motion Carried.**

7. Unfinished Business

None.

8. New Business

A. Road Salt Purchase - approve. Moved by Vice Mayor Britigan, supported by Commissioner Heasley to authorize the expenditure of \$10,050 for 200 tons of road salt from Detroit Salt per the MI Deal road salt contract. Roll call vote was as follows:

Ayes: Britigan, Cronin, Evans, Fooy, Hageman, J Heasley, R Heasley.

Nays: None.

Absent: None.

Abstain: None.

Motion Carried 7-0

B. Kindleberger Park Lower Restroom Roof Repair – approve. Commissioner Cronin asked if the City went back to any of the local companies to see if they would match the low bid. With the City Manager being absent, Mayor Heasley was unsure of the answer. Commissioner Fooy suggested

contacting our insurance company regarding coverage for a claim. Commissioner Hageman stated she thought portapotties may be in order depending on the timing of the work and weather. Moved by Commissioner Cronin, supported by Commissioner Hageman to table the item until more information could be obtained. **Motion Carried.**

- C. KATS membership renewal - approve. Moved by Vice Mayor Britigan, supported by Commissioner Evans to approve the renewal of the City's membership in KATS. **Motion Carried.**
- D. Acceptance of City Manager's resignation – approve. Moved by Commissioner Cronin, supported by Commissioner Heasley to accept City Manager Durham's resignation effective immediately. **Motion Carried.**
- E. Interim Manager Appointment – approve. Per Mayor Heasley, former employees Curt Flowers and John Frakes have agreed to act as interim manager for an unspecified time period. Moved by Commissioner Heasley, supported by Commissioner Cronin to appoint Curt Flowers and John Frakes as interim City Manager subject to an agreement presented to the Commission at the next meeting. **Motion Carried.**

9. Standing Board and Committee Reports

- A. Personnel Committee Report. Vice Mayor Britigan explained the hiring process: a select group of local leaders as well as the personnel committee will be conducting the search. The position has been posted, public preliminary interviews will take place, 3 will be recommended to the Commission, each finalist will undergo a background check and personality test, then negotiations will take place. Vice Mayor Britigan suggested a timeline where interviews begin March 27th, final interviews around April 17, and the new hire starting in May.

10. Citizen Comments

Judy Resler, 218 Maple, asked about the personality test and requested that the resignation be put online.

Tom Balmer, 336 Parchmount, wanted to explain to the Commission that when he resigned he had no knowledge of any credit card usage. When he suggested a forensic audit, he was referring to deficiencies on past audits. He asked the Commission to consider hiring someone from the Michigan Municipal League who could address this problem.

Deb Hebner, 517 Keyes, noted that insurance may pay for "portapotties" in the park while the restrooms are under construction.

Mike Seals, Kalamazoo City Commissioner, expressed his support of the 911 dispatch millage and asked if the Commission wanted to have someone come to a meeting to answer questions. He also said he supported the City of Parchment fully, and offered help if he could.

Brian Sell, 511 Sturgis, asked the Commission what the City Manager's payout would be, saying that the details should be made known.

11. Mayor and Commissioner Comments

Commissioner Fooy attended the Kalamazoo County Planning Commission and was excited about finding resources for funding projects, etc. He also thanked the Mayor for his work of late.

Commissioner Heasley thanked the Mayor as well, saying he feels this is a fresh start going forward.

Commissioner Hageman thanked the community for their patience and confidentiality, noting it is important to follow the process. She also thanked them for their input and concerns.

Commissioner Cronin echoed Commissioner Heasley's comments, adding that this has been a tough time, and the importance of getting past negativity.

Commissioner Evans said she was excited to see where the City would move forward.

Vice Mayor Britigan noted the importance of taking time to find the "right person" for the job.

Mayor Heasley suggested that a new face equals a new outlook for the City.

12. City Manager Comments/Reports

None.

13. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Cronin and supported by all to adjourn the meeting at 7:47 p.m.

Shannon S. Stutz
City Clerk

Check Register Report

Warrant 1331

Date: 03/15/2017

Time: 12:47 pm

Page: 1

City of Parchment

BANK: MERCANTILE

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
MERCANTILE Checks							
33710	03/14/2017	Printed		0503	ASSOCIATED GOVERNMENT SERVICES	Retainer & Permits-Jan & Feb-F	907.00
33711	03/14/2017	Printed		0977	BLUE CROSS BLUE SHIELD OF MI	Retiree Ins - April	12,185.90
33712	03/14/2017	Printed		0376	CINTAS CORP	Restock 1st Aid Cabinet	75.05
33713	03/14/2017	Printed		6100	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	224.23
33714	03/14/2017	Printed		0860	CLARK TECHNICAL SERVICES	February Support	220.00
33715	03/14/2017	Printed		0640	COMPANION LIFE	Life & AD&D-March & Adj-Sh&Ca	339.85
33717	03/14/2017	Printed		0006	CONSUMERS ENERGY	Traffic Lights	10,248.26
33718	03/14/2017	Printed		1032	CORNERSTONE OFFICE SYSTEMS	Monthly Contract 3/4 to 4/3/17	100.62
33719	03/14/2017	Printed		0815	DETROIT SALT COMPANY	Road Salt - 101.18 Tons	5,060.01
33720	03/14/2017	Printed		0239	EMERGENCY VEHICLE PRODUCTS	Repair pump primer 711&airbrak	790.21
33721	03/14/2017	Printed		0008	ETNA SUPPLY	Parts for Stock	173.00
33722	03/14/2017	Printed		0009	FORD, KRIEKARD, SOLTIS & WISE	General Matters - February	2,781.25
33723	03/14/2017	Printed		8658	LISA HELSOM	December BOR Refund	766.38
33724	03/14/2017	Printed		9004	KAL CO HEALTH & COMMUNITY SERV	HHW 4th 1/4 2016	281.71
33725	03/14/2017	Printed		0554	KALAMAZOO OIL CO.	Fuel Charges 2/16 to 2/28/17	235.08
33726	03/14/2017	Printed		6600	KALAMAZOO TOWNSHIP	Police Services Contract-Feb	24,412.67
33727	03/14/2017	Printed		0018	TREASURER CITY OF KALAMAZOO	Municipal Sewer - January	7,483.78
33728	03/14/2017	Printed		8919	KATS	2017 Membership Dues	50.00
33729	03/14/2017	Printed		0022	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg.	52.04
33730	03/14/2017	Printed		0265	MI MUNICIPAL TREASURERS ASSOC.	2017 Basic Inst-4/23-28/17	550.00
33731	03/14/2017	Printed		0735	STATE OF MICHIGAN	Water Supply Annual Fee-2016	1,317.14
33732	03/14/2017	Printed		0678	MICHIGAN FESTIVALS & EVENTS	Dues to 09/27/2017	160.00
33733	03/14/2017	Printed		0090	MLIVE MEDIA GROUP	BOR Publication X2	719.58
33734	03/14/2017	Printed		8659	JOSHUA OVERHOLTS	December BOR Refund	2,171.75
33735	03/14/2017	Printed		0079	PREIN & NEWHOF	WAMP to 2/25/17	3,184.25
33736	03/14/2017	Printed		0001	REPUBLIC SERVICES #249	City Wide Pick-Up-March	8,073.41
33737	03/14/2017	Printed		0007	RIVERRUN PRESS	500 White Envelopes	362.93
33738	03/14/2017	Printed		0074	SEVERANCE ELECTRIC CO INC	Traffic Signal Maint - Februar	120.00
33739	03/14/2017	Printed		0722	SMALL BUSINESS ADMIN SERVICES	HRA - March	52.50

Total Checks: 29

Checks Total (excluding void checks):

83,098.60

Total Payments: 29

Bank Total (excluding void checks):

83,098.60



City of Parchment
Check Register Report
Warrant 1331

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33727	03/14/2017	TREASURER CITY OF KALAMAZOO	Municipal Sewer - January	7,483.78
33728	03/14/2017	KATS	2017 Membership Dues	50.00
33729	03/14/2017	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg.	52.04
33730	03/14/2017	MI MUNICIPAL TREASURERS ASSOC.	2017 Basic Inst-4/23-28/17	550.00
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FIFTH THIRD BANK
 PO BOX 740523
 CINCINNATI OH 45274-0523

FIFTH THIRD BANK
 PO BOX 740523
 CINCINNATI OH 45274-0523

ACCOUNT NUMBER: XXXX XXXX XXXX 1546
 PAYMENT DUE DATE 03-24-17
 AMOUNT DUE \$4,278.89
 CURRENT BALANCE \$4,278.89

AMOUNT
 ENCLOSED \$

CITY OF PARCHEMENT
 CORPORATE BILLING ACCT
 C/O SHANNON STUTZ
 650 S RIVERVIEW DR
 PARCHEMENT MI 49004-1219

**T0000895

5569260001911546 0004278891 0004278891

Please tear payment coupon at perforation.

STATEMENT MESSAGES	

CORPORATE ACCOUNT SUMMARY			
CORPORATE ACCOUNT NUMBER XXXXXXXXXXXX1546			
CLOSING DATE	02-27-17	PREVIOUS BALANCE	3,484.42
PAYMENT DUE DATE	03-24-17	PURCHASES AND OTHER CHARGES	4,278.89
CREDIT LIMIT	25,000	CASH ADVANCES	.00
AVAILABLE CREDIT	20,721	CREDITS	.00
FOR CUSTOMER SERVICE CALL: 1-800-375-1747		PAYMENTS	3,484.42-
		LATE PAYMENT CHARGES	.00
		CASH ADVANCE FEE	.00
		FINANCE CHARGES	.00
SEND BILLING INQUIRIES TO: FIFTH THIRD BANK P.O. BOX 630781 CINCINNATI OH 45263-0781		NEW BALANCE	4,278.89
		TOTAL PAYMENT DUE	4,278.89
		DISPUTED AMOUNT	.00

ACCT. NUMBER: XXXX XXXX XXXX 1546			
CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	4,278.89	MINIMUM PAYMENT DUE	4,278.89
AVAILABLE CREDIT	20,721.11	PAYMENT DUE DATE	03-24-17

INDIVIDUAL CARDHOLDER ACTIVITY				
02-27	02-23	85504997055400540010167	CARROT TOP IND00 OF 00 919-7326200 NC	345.60
02-27	02-24	85101597057700917959372	PLAYSCRIPTS INC 866-639-7529 NY	569.33

**March 15, 2017 Prein & Newhof – Water Asset Management
Plan \$16,500 Allotted**

Date	Description	Amount Paid	Acct#
08/29/16	Water Asset Management Plan	2417.00	591-000-800
10/24/16	Water Asset Management Plan	1453.00	101-100-800
12/02/16	Water Asset Management Plan	5288.60	101-100-800
03/14/17	Water Asset Management Plan	<u>3000.00</u>	101-100-800
03/15/17	TOTAL PAID SO FAR	12158.60	
	TOTAL ALLOWED	16,500.00	
	AMOUNT SPENT	<u>-12,158.60</u>	
	BALANCE LEFT	4,341.40	

Cost Ranking for Water and Sewer Rates - March 2017

WATER		SEWER		COMBINED		
1	Mt. Morris	\$83.15	Constantine	\$100.15	Holly	\$139.94
2	Holly	\$58.73	Holly	\$82.21	Mt. Morris	\$121.68
3	South Haven	\$51.54	Essexville	\$68.00	Constantine	\$116.85
4	Birch Run	\$48.38	Chelsea	\$61.74	Essexville	\$108.29
5	Chelsea	\$45.40	Durand	\$54.65	Chelsea	\$107.14
6	Durand	\$43.35	Buchanan	\$54.29	South Haven	\$99.92
7	Milford	\$42.18	Milan	\$54.05	Durand	\$98.00
8	Oxford	\$41.86	Sturgis	\$53.55	Bangor	\$88.84
9	Newaygo	\$40.47	Caro	\$52.40	Milford	\$88.20
10	Essexville	\$40.29	Berrien Springs	\$52.13	Buchanan	\$87.61
11	North Muskegon	\$40.24	Bangor	\$51.06	Corunna	\$85.55
12	Saint Louis	\$38.74	Rockford	\$49.36	Oxford	\$83.53
13	Corunna	\$38.15	Clare	\$48.58	Sturgis	\$82.60
14	Bangor	\$37.78	South Haven	\$48.38	Lowell	\$81.45
15	Allegan	\$37.22	Mattawan	\$47.78	Newaygo	\$80.59
16	Lowell	\$36.41	Charlotte	\$47.67	Rockford	\$79.93
17	Buchanan	\$33.32	Corunna	\$47.40	Allegan	\$78.68
18	Ithaca	\$32.31	Cedar Springs	\$47.37	Charlotte	\$77.84
19	Paw Paw	\$32.15	Plainwell	\$47.22	Saint Louis	\$77.41
20	Sparta	\$32.08	Three Rivers	\$47.18	Clare	\$76.92
21	Roosevelt Park	\$31.59	Otsego	\$46.15	Caro	\$76.48
22	Rockford	\$30.57	Milford	\$46.02	Cedar Springs	\$75.89
23	Charlotte	\$30.17	Parchment	\$45.71	Sparta	\$74.55
24	Gun Lake	\$30.00	Lowell	\$45.04	Milan	\$74.58
25	Coopersville	\$29.76	Portland	\$44.81	Mattawan	\$74.40
26	Springfield	\$29.54	Brighton	\$42.64	North Muskegon	\$73.11
27	Sturgis	\$29.05	Sparta	\$42.47	Three Rivers	\$73.06
28	Cedar Springs	\$28.52	Oxford	\$41.67	Roosevelt Park	\$71.96
29	Clare	\$28.34	Allegan	\$41.46	Portland	\$71.72
30	Portland	\$26.91	Dowagiac	\$40.77	Parchment	\$71.39
31	Dowagiac	\$26.69	Roosevelt Park	\$40.37	Berrien Springs	\$70.38
32	Mattawan	\$26.62	Newaygo	\$40.12	Birch Run	\$69.69
33	Three Rivers	\$25.88	Middleville	\$39.49	Plainwell	\$68.84
34	Parchment	\$25.68	Saint Louis	\$38.67	Dowagiac	\$67.46
35	Vicksburg	\$24.80	Mt. Morris	\$38.53	Springfield	\$64.63
36	Caro	\$24.08	Hastings	\$38.99	Ithaca	\$63.15
37	Hartford	\$23.62	Hudsonville	\$36.29	Brighton	\$62.26
38	Hudsonville	\$23.56	Belding	\$35.85	Paw Paw	\$62.01
39	Plainwell	\$21.62	Springfield	\$35.09	Otsego	\$61.94
40	Milan	\$20.53	Wayland	\$33.84	Gun Lake	\$60.00
41	Middleville	\$20.21	Vicksburg	\$33.25	Hudsonville	\$59.85
42	Wayland	\$19.63	Hartford	\$32.99	Middleville	\$59.70
43	Brighton	\$19.62	North Muskegon	\$32.87	Vicksburg	\$58.05
44	Hastings	\$18.81	Grand Haven	\$32.07	Hastings	\$57.80
45	Berrien Springs	\$18.25	Ithaca	\$30.84	Coopersville	\$57.42
46	Belding	\$17.63	Gun Lake	\$30.00	Hartford	\$56.61
47	Grand Haven	\$17.62	Paw Paw	\$29.86	Belding	\$53.48
48	Constantine	\$16.70	Coopersville	\$27.66	Wayland	\$53.47
49	Otsego	\$15.79	Birch Run	\$21.31	Grand Haven	\$49.69
50	Greenville	\$8.82	Greenville	\$20.70	Greenville	\$29.52
AVG: <u>\$31.29</u>		AVG: <u>\$44.41</u>		AVG: <u>\$75.68</u>		





MEMORANDUM

To: Dennis Durham
From: Joe Bonhomme, Director of Public Services
Date: March 3, 2017
Subject: Repair Lower Restroom Roof

IT IS RECOMMENDED

That we hire VanDam & Krusinga to repair the roof and fix the mold damage in the lower restrooms in the Park.

BACKGROUND

Last year we noticed that the roof on the lower restroom was leaking. There was mold starting in the men's restroom. Now the mold is so bad that we will be unable to open the restrooms until this has been taken care of. I have attached a couple of picture that we took last year. We solicited three bids for this work.

The bids we received are as follows:

Steel Construction	\$19,000.00
Hazelhoff Builders	\$21,850.00
Vandam & Krusinga	\$16,604.88

FUNDING

In the 2016/2017 we did budget \$20,000.00 for this project.

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

AND

CITY OF PARCHMENT

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. \$ 658.00 of the total amount in C.1. will be invoiced in January of 2017 for operating costs. This amount equates to a per household equivalent participation rate of \$7.00 (20% of operational costs) applied to 2015 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.2.a. and C.2.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 Dr.
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, 2017 through December 31, 2017, 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

Chair, Board of Commissioners Date

Timothy A. Snow, County Clerk/Register Date

This employment agreement is between the City of Parchment and Curt Flowers.

It is agreed that Curt Flowers will perform duties of City Clerk and Manager in the absence of the Manager. He will be responsible for City Clerk duties as needed, and for being present at all City Commission meetings in the roll of the Manager; preparing Commission packets and agendas, and dealing with the day to day operations of City Hall.

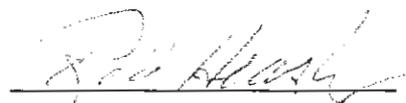
Mr. Flowers will work at the City Hall office for no more than 24 hours per week. He will keep track of his hours and report them to the Treasurer twice monthly. Mr. Flowers will coordinate his schedule with that of John Frakes.

In compensation, the City agrees to pay Mr. Flowers the sum of \$40 for each hour worked. There are no fringe benefits available.

The term of this employment will end at the hiring of a City Manager, or as otherwise agreed upon.



Curt Flowers



Rob Heasley, Mayor

3/8/2017

This employment agreement is between the City of Parchment and John Frakes.

It is agreed that John Frakes will perform duties of City Treasurer in the absence of the Treasurer, and will also begin the City budget process, with the intent of meeting a June 1 deadline for adoption.

Mr. Frakes will work at the City Hall office for no more than 16 hours per week. He will keep track of his hours and report them to the Treasurer twice monthly. Mr. Frakes will work only on Wednesdays, Thursdays and/or Fridays, in coordination with Curt Flowers.

In compensation, the City agrees to pay Mr. Frakes the sum of \$40 for each hour worked. There are no fringe benefits available.

The term of this employment will end at the hiring of a City Manager, or as otherwise agreed upon.

John Frakes

Rob Heasley, Mayor

3/8/2017

MINUTES OF THE REGULAR MEETING OF THE KINDLEBERGER ARTS COMMISSION HELD ON MONDAY MARCH 6, 2017.

1. Call to Order

Mayor Heasley called the meeting to order at 6:00 p.m.

2. Roll Call

Present: Mayor Heasley, Commissioners Fooy and Evans, Leah Ankley, Chris Falk, Wendy Gaul, Molly Andrews, and Jan Watson.

Absent Barbara Steffler

3. Minutes

Moved by Leah Ankley, supported by Commissioner Evans to approve the Minutes of the February 20, 2017 regular meeting.

Motion Carried.

4. Unfinished Business

- A. Mayor Heasley stated he had been in contact with the Deans who agreed to use the little league parking areas as the car show location (same as last year).
- B. The beer tent idea was further discussed thinking it would be ideal to have available on concert evenings. Chris Falk agreed to write a proposal. The possibility of using Bells was further discussed, with thought that approaching next year with an iron clad plan would be our best option. The Commission chose to revisit this issue at the next meeting.
- C. In reference to the Concert Series, Molly Andrews spoke of her calling the Kalamazoo Gazette's Entertainment Section to spread the word of our events and the high cost to advertise. She also stated that last year's performances cost \$12,000 while this year is currently at \$11,400. The performers were scheduled as follows with Chris Falk agreeing to handle all Entertainment Agreements:
June 11, Shout \$2,000; June 18, Big: Boss Band \$700; June 25, Scally Waggers, \$750; July 23, Who Hit John, \$1,000; July 30 pending; August 6, Groove Council, \$2,250; August 13, The Green Valley Boys, \$1,500; August 20, Thunderwude, \$1,200; August 27, Danny D (Rod Stewart Tribute), \$2,000

- 5. New Business.** The Mayor announced the resignation of Dennis Durham. The entire Commission declared they would work together to get the work done for Kindleberger with the motto "If you have something that works, keep it".

6. Director's Update

- A. Jan Watson announced she is all set for Play Auditions with dates for shows, auditions and techs, also stating she is at or less than last years budget.
- B. Upon discussion of Food Vendors which was being handled by Dennis Durham, Chris Falk stepped up to continue in that capacity.
- C. Publicity Plans were discussed such as the Kalamazoo Gazette and MLive; Chris Falk sent out teasers on the Web page before making the announcement of this years show with lots of comments and interest on Facebook. Per Jan, the Theatre Kalamazoo Consortium would be able to place an ad of our events at no additional cost to spread the good word

- 6. The next meeting is scheduled for March 20, 2017 at 6:00 pm.**

7. Adjournment

There being no further business to come before the Commission, it was moved by Mayor Heasley and supported by Leah Ankley to adjourn the meeting at 6:42 p.m.

Wendy L. Gaul
Secretary