



## AGENDA

### REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

AUGUST 1, 2016

7 P.M.

#### PARCHMENT CITY COMMISSION

MAYOR ROBERT B. HEASLEY  
COMMISSIONER TERRY HAGEMAN  
COMMISSIONER JON HEASLEY

VICE MAYOR ROBERT D. BRITIGAN III  
COMMISSIONER DOUGLAS FOODY  
COMMISSIONER DAVID KINSEY

#### OFFICERS

CITY MANAGER DENNIS DURHAM  
CITY TREASURER/CLERK SHANNON STUTZ

CITY ATTORNEY ROBERT SOLTIS

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
  - A. City Commission Regular Meeting Minutes of July 18, 2016 - Accept
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. 1314 – Information Only
    - ii. KTPD Quarterly Report – Information Only

7. UNFINISHED BUSINESS
  - A. None
  
8. NEW BUSINESS
  - A. Prein & Newhof Design Services – Approve
  
9. BOARD AND COMMISSION REPORTS/MINUTES
  - A. Personnel Committee Update
  
10. MAYOR AND COMMISSIONER COMMENTS
  
11. CITY MANAGER COMMENTS/REPORTS
  - A. City Manager’s Report August – Information Only
  
12. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY  
COMMISSION HELD ON MONDAY JULY 18, 2016.**

**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 Hageman, Fooy, and Heasley,  
Treasurer/Clerk Stutz, City Manager Durham and City Attorney Soltis.

Absent Commissioner Kinsey.

Moved by Commissioner Hageman, supported by Commissioner Heasley to excuse Commissioner Kinsey.  
**Motion carried.**

**3. Minutes**

Moved by Vice-Mayor Britigan, supported by Commissioner Heasley to approve the amended Minutes of  
the June 20, 2016 regular meeting.

**Motion Carried.**

**4. Additions or Changes to the Agenda**

None.

**5. Citizen Comments**

Deb Lawson, 507 Keyes, stated she has a meeting set up with Officer White this week regarding setting up  
a neighborhood watch. She also mentioned she thought the Riverwalk needed to be power washed.

Robert Green, 133 N. Riverview, was pleased with what he called an increase in the presence of police  
patrol in the city.

Deb Hebner, 517 Keyes, expressed her interest in replacing a yield sign at Thomas and Keyes with a stop  
sign. She also complained about the condition of the sidewalk on Wilson.

Judy Resler, 218 Maple, noted that the fire hydrant at the middle school is unusable. City Manager Durham  
noted that hydrant is offline and the area can be serviced by 3 nearby hydrants. She also told the  
Commission that the Garden Club was inquiring about the City's plan for replacing the planters in front of  
Geno's.

Eric Ramsey, 116 S. Riverview, introduced himself as the new owner of the Just A Fan building. He noted  
a street light is out on the utility pole, and the sidewalks in front of the property need repairing.

Mike Conner, 1150 Parchmount, presented a picture of what he called "blight" at the property across from  
PNC bank. He stated there is "no excuse" for not enforcing the ordinances we have. He also complained  
about a tree on the property across the street from his that has low limbs, and asked whose responsibility it  
is to maintain it.

Karen Conner-Beck, 1124 Parchmount, complained that the crosswalks on Riverview are still out.

Sherry Horrocks, 221 W Thomas, complained about her property and the litigation the city is involved in  
regarding that. She also complained about her interactions with the City Manager. Attorney Soltis informed

the Commission that the court ruled today that there is no injunction, so the city will move ahead with their plan.

6. **Consent Agenda**

A. Moved by Commissioner Hageman, supported by Vice-Mayor Britigan to receive the consent agenda items.

**Motion Carried.**

7. **Unfinished Business**

A. Ordinance Prohibiting Panhandling – Second Reading.

Moved by Vice-Mayor Britigan, supported by Commissioner Hageman to accept the Second Reading of the Ordinance to amend Chapter 30 of the Parchment City Code of Ordinances to add a new article V (Panhandling). Roll call vote was as follows:

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

Nays: None.

Absent: Kinsey.

Abstain: None.

**Motion Carried 5-0**

B. Ordinance Prohibiting Panhandling – Final Adoption.

Moved by Commissioner Heasley, supported by Vice-Mayor Britigan to approve the Final Adoption of the Ordinance to amend Chapter 30 of the Parchment City Code of Ordinances to add a new article V (Panhandling). Roll call vote was as follows:

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

Nays: None.

Absent: Kinsey.

Abstain: None.

**Motion Carried 5-0**

8. **New Business**

A. Year End Budget Amendment – Approve.

Moved by Commissioner Heasley, supported by Commissioner Hageman, to approve the 6/30/16 budget amendment as proposed by Treasurer Stutz. Roll call vote was as follows:

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

Nays: None.

Absent: Kinsey.

Abstain: None.

**Motion Carried 5-0**

B. Accept Price Quotation for Pavement Restoration – Approve.

Moved by Commissioner Hageman, supported by Commissioner Heasley to accept the price quote from Tustins Asphalt Sealing of Plainwell for asphalt restoration (20 tons) at a cost not to exceed \$3200 and authorize the City Manager to execute all documents related to this action. Roll call vote was as follows:

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

Nays: None.

Absent: Kinsey.

Abstain: None.

**Motion Carried 5-0**

9. **Standing Board and Committee Reports**

None.

**10. Mayor and Commissioner Comments**

Commissioner Heasley said he thought the Kindleberger Festival was a great success and praised Commissioner Fooy on the parade in particular.

Commissioner Hageman apologized for being unable to attend the festival due to family commitments.

Vice Mayor Britigan echoed the congratulations for the Festival. He provided an update on the Council of Governments, saying that COG would not sponsor a candidate debate this year and will hold meetings when issues arise.

Mayor Heasley agreed with the sentiments expressed regarding the Festival, noting all of the support and participation.

**11. City Manager Comments/Reports**

None.

**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 7:54 p.m.

Shannon S. Stutz  
City Clerk



Warrant # 1314  
August 1, 2016

City of Parchment

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Attachment 1 - Check Register Report 1314

**City of Parchment**  
**Check Register Report**  
**Warrant 1314**

Ck #	Ck Date	Vendor Name	Check Description	Amount
<b>MERCANTILE Checks</b>				
33169	07/18/2016	ASSOCIATED GOVERNMENT SERVICES	May & June-Retainer,Permits,Or	1,015.00
33170	07/18/2016	BLUE CROSS BLUE SHIELD OF MI	Employee Ins. - August	11,035.88
33171	07/18/2016	SARAH BRADFORD	Arts & Crafts Refund-Illness	40.00
33172	07/18/2016	CARTEGRAPH	YourGov-Hosting 8/31/16-8/30/1	2,500.00
33173	07/18/2016	CINTAS CORP	Restock 1st Aid Cabinet	163.30
33174	07/18/2016	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	168.46
33175	07/18/2016	CLARK TECHNICAL SERVICES	Computer Support - June	123.75
33177	07/18/2016	CONSUMERS ENERGY	Monthly city lighting	8,333.91
33178	07/18/2016	CORNERSTONE OFFICE SYSTEMS	Monthly Contract-7/4 to 8/3/16	100.62
33179	07/18/2016	DEYOUNG LANDSCAPE SERVICE	Garden-Turf Treatment #3	165.00
33180	07/18/2016	EMERGENCY VEHICLE PRODUCTS	Replace Coolant Sensor on 711	289.08
33181	07/18/2016	ENGINEERED PROTECTION SYSTEMS	Water Trtment-8/1 to 10/31/16	255.81
33182	07/18/2016	FORD, KRIEKARD, SOLTIS & WISE	Police Matters - June	2,363.05
33183	07/18/2016	GOGGIN RENTALS	Stage @ Festival	365.00
33184	07/18/2016	KIMBERLY HUTCHINSON	Pirates of the Amazon Supplies	130.00
33185	07/18/2016	LOU IRWIN JR.	Supplies for Plays	906.83
33186	07/18/2016	JONS TO GO	Restrooms & Sinks for Festival	724.00
33187	07/18/2016	KALAMAZOO CIVIC THEATRE	Costume Rentals	300.00
33188	07/18/2016	KALAMAZOO OIL CO.	Fuel Charges-6/16 to 6/30/16	332.10
33189	07/18/2016	KELLY WHITE DESIGN, INC.	Host & Domain-03/16-02/17 & Up	150.75
33190	07/18/2016	LAKE MICHIGAN MAILERS	Mailing of Summer Tax Bills	404.31
33191	07/18/2016	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg.	24.34
33192	07/18/2016	LOVELY'S GREENHOUSES, INC.	Flowers for Downtown Area	161.30
33193	07/18/2016	MAINTENANCE MASTERS, INC.	Mowing of Right of Ways	175.00
33194	07/18/2016	PEERLESS-MIDWEST, INC.	Service Call-#2 High Serv Pump	393.60
33195	07/18/2016	PREIN & NEWHOF	Revised Plat/MDOT proj closure	6,049.00
33196	07/18/2016	PROMOTION CONCEPTS	Stage T Shirts	768.02
33197	07/18/2016	PURITY CYLINDER GASES, INC.	1/4ly Clylinder Rental	45.53
33198	07/18/2016	REPUBLIC SERVICES #249	City Wide Pickup - July	7,818.96
33199	07/18/2016	RIVERRUN PRESS	200 Kindleberger Festival Post	252.44
33200	07/18/2016	SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-June	120.00
33201	07/18/2016	DAVID J SHOOP	Jersey Tribute-07/24/16	2,400.00
33202	07/18/2016	SIGNCRAFTERS	2 Festival Banners	1,050.00
33203	07/18/2016	SMALL BUSINESS ADMIN SERVICES	HRA - July	52.50
33204	07/18/2016	DARLENE SMITH	Park Refund - 07/03/16	100.00
33205	07/18/2016	SHANNON STUTZ	Mileage Reimb-Apr,May,June	116.27
33206	07/18/2016	SWANK MOTION PICTURES, INC.	Kids Movies in Park 7/30 &8/27	856.00
33207	07/18/2016	WHO HIT JOHN	Concert 07/17/16	1,000.00



# Township of Kalamazoo Police Department

City of Parchment Quarterly Report  
April 1, 2016 – June 30, 2016

**Calls for service:** 517

**Citations:** 116

**Arrests:** 25

**Traffic Crashes:** 6 property damage accidents; 2 personal injury accidents

## **Significant Events:**

**Case #: 16-001196:** Officers responded to the 100 block of N. Riverview Drive, to a report of an intoxicated driver who had driven his vehicle off the roadway, and crashed it into a business. Officers found the suspect being detained by a witness at the scene. The driver was transported to the hospital for his injuries. The suspect in this matter has since been charged and pled guilty operating while intoxicated (OWI), was ordered to pay fines and costs and is currently on probation.

**Case #: 16-001331:** A female caller requested assistance in the 400 block of Haymac with a male suspect who had exposed himself to her. Officers investigating the incident interviewed the suspect who first denied the allegation, but then admitted to the offense. The suspect was arrested for indecent exposure as well as another warrant from Calhoun County. The suspect pled no contest to indecent exposure, received one day in jail and was ordered to pay fines and costs.

**Case #: 16-001397:** A resident in an apartment in the 100 block of N. Riverview Drive reported her apartment had been broken into, and several items had been stolen. As part of their investigation, officers talked with neighbors and developed a possible suspect. Upon contacting the suspect the officer identified several items in the suspect's home that belonged to the victim. When confronted by the officer, the suspect admitted to breaking into the victim's apartment and stealing her property. The suspect was charged with home invasion, has pleaded guilty and been sentenced to 3 to 15 years in prison.

**Case #: 16-001647:** A concession stand on the grounds of Parchment High School was forcibly entered, and food items were taken from the building. This matter remains under investigation.

**Case #: 16-002018:** A bicyclist was injured when he was struck on Riverview Drive near Park. The driver of the vehicle fled the scene immediately after the incident. This case is still under investigation.



## MEMORANDUM

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

From: Dennis Durham, City Manager

Date: July 29, 2016

Subject: Riverview Drive Road Diet Design Services

### IT IS RECOMMENDED

**IT IS MOVED** that the City Commission accept the proposal submitted by Prein & Newhof for project design services at a cost not to exceed \$10,500 relative to the planned transition of Riverview Drive from four to three lanes (road diet), and authorize the City Manager to execute all documents related to this activity.

### BACKGROUND

As part of the planning process for the redevelopment of the former Crown Vantage Paper Mill site, the City had a traffic study completed to assess the traffic management needs of the City going forward – in the area around the former mill. The report observed that Riverview Drive was “overbuilt” for the traffic numbers using that road, and would easily accommodate future traffic increases projected as part of the redevelopment. The report also recommended transitioning Riverview Drive from four lanes to three to provide a safer and more pedestrian friendly transportation corridor. Additionally, the Riverview Drive corridor is bordered at the north section by a two-lane and at the south end by a three-lane road layout. Because of these findings, the administration prepared concept drawings for the corridor as a three-lane roadway which included a protected center turn lane, bike lanes and boulevard sections. After consideration, the City Commission preferred a two-phased approach: phase I being the restriping and signal reconfiguration and phase II being the construction of new boulevard sections.

The City’s engineering firm, Prein & Newhof has submitted a cost proposal for completing the design work for this project, which will produce schematic drawings for new lane striping, recommended changes to signal locations and a cost estimate for completing the project.

# Prein&Newhof

Engineers • Surveyors • Environmental • Laboratory

July 25, 2016  
2160373

Sent via email: manager@parchment.org

Mr. Dennis Durham  
City of Parchment  
650 South Riverview Drive  
Parchment, MI 49004-1298

RE: Riverview Drive Road Diet – From Mosel to G Avenue

Dear Mr. Durham

Prein&Newhof is pleased to present our Professional Services Agreement for the Riverview Drive Road Diet. Our understanding is that you plan to redesign the lane layout of Riverview Drive in the City of Parchment, Kalamazoo County, Michigan.

We propose to complete the following:

- A. Provide schematic drawings of proposed lane striping on Riverview Drive from Mosel to G Avenue.
- B. Preliminary cost estimates.
- C. A report that includes pictures of the current traffic signal layout and a narrative detailing the proposed changes.

We will provide the above services for the lump sum price of \$10,500. At this time we estimate 6-8 weeks from authorization to proceed and final completion of the work. This proposal does not include any permit and application fees, soil investigation, revisions, landscape plan, lighting plan, and does not include construction services such as construction inspection, coordination, or staking.

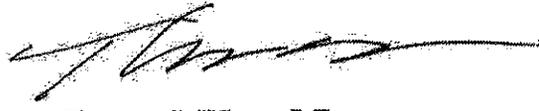
If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

**Prein&Newhof**



Daniel G. Lewis, P.E.



Thomas C. Wheat, P.E.

DGL:TCW:dj

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

### Professional Services Agreement

This Professional Services Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 7123 Stadium Drive, Kalamazoo, MI 49009, and City of Parchment ("Client"), of 650 South Riverview Drive, Parchment, MI 49004-128.

WHEREAS Client intends to:

Schematic Design of Riverview Drive Road Diet

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

#### ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For Client

For P&N

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

Name: Daniel G. Lewis  
Title: Project Manager  
Phone Number: (269) 372-1158  
Facsimile Number: (269) 372-3411  
Email: dlewis@preinnewhof.com

#### ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated July 25, 2016
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

#### ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated July 25, 2016

Scope of Services defined as follows:

**ARTICLE 4 – COMPENSATION:**

Lump Sum for Services Described in Article 3 above - \$10,500.

Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.

Other:

**ARTICLE 5 – ADDITIONAL TERMS (If any)**

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

**Accepted for:**

**Accepted for:**

**Prein&Newhof, Inc.**

**Client:** \_\_\_\_\_

**By:**

**By:**

**Printed Name:** Thomas C. Wheat, P.E.

**Printed Name:** \_\_\_\_\_

**Title:** Office Manager

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Bill To/Ship To (if different)*

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Ph:** \_\_\_\_\_

**Fx:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Standard Terms & Conditions

**A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter "Terms and Conditions"), unless the context otherwise indicates: the term "Agreement" means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term "Engineer" refers to Prein & Newhof, Inc.; and the term "Client" refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

**B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer's profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

**C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

**D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

**E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

**F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer's opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

### **G. Client Responsibilities**

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client's behalf on all matters related to the Engineer's services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer's performance of services.

### **H. Hazardous or Contaminated Materials/Conditions**

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer's services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

**I. Underground Utilities** - To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings.

provided by others. Engineer will take reasonable precautions to avoid damage or injury to underground utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

**J. Insurance**

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

**K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee

**L. Documents and Data**

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

**M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions.

**N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

**O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.

**P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

**Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

**R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.

**S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

**T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

**U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

**V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

# MEMORANDUM

**To:** Mayor Heasley, Vice-Mayor Britigan and City Commissioners  
**From:** Dennis Durham, City Manager  
**Date:** July 29, 2016  
**Subject:** City Manager's Report

## Finance

The City's auditor from Gabridge Assoc. met with City Commissioners on July 27 to review the audit document and respond to questions. Staff is working on scheduling the FY2016 audit this fall.

## Code Enforcement

Activity in the last 14 days: 15 letters mailed, 4 tickets/compliance orders issued, 3 cases closed/resolved, contact made with KT for enforcement on 3000 S. Riverview (long grass).

## Fire Department Open House

The Fire Department will be holding an open house on August 13 from Noon to 2 p.m. to give residents an opportunity to tour the fire house and interact with firefighters. Secondly, it is an opportunity for anyone interested in becoming an on-call firefighter to learn about the process to join the department.

## City Hall Beautification

Removal of unused sidewalk and steps is complete and lawn restoration is underway. Additional work to plant trees and add new landscape dressing is planned for this fall.

## Residential Sewer Backups

Two residential properties recently suffered backups which caused damage to flooring and drywall. The City engaged the services of Service Masters to do the cleanup and restoration, and insurance claims have been filed with MMRMA for payment.

## YourGov Commissioner Training

I will be conducting training of the YourGov system on August 12 at 10 a.m. for any Commissioners interested in seeing how the system works and also learning how to use this tool. Please RSVP your planned attendance by August 10.

## Downtown Flower Pot Replacement

The City is awaiting restitution for damage caused during a traffic accident in the vicinity of 100 N. Riverview Drive. Staff is in the process of replacing damaged

flower pots, along with replacing older flower pots throughout the corridor, with the goal of placing the new pots for planting in the spring. We have been able to locate vendors with attractive pots available for costs ranging from \$509 to \$2,363, but will continue to search and look for better MiDeal pricing.

#### Commission Meeting Follow-Up

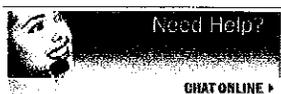
Issues brought forward at the last Commission meeting have been addressed as follows:

Pedestrian Crossing Signals – Severance Electric is in the process of conducting an inventory of signals in the Riverview corridor for the purpose of identifying needed signal replacements and/or device upgrades.

Wilson Sidewalk Repair – City ordinance has varying requirements for sidewalk replacement – property owner versus city. The City also performs sidewalk repair projects on an annual basis depending on the availability of funds (Major Streets and Local Streets funds). After inspection, the Wilson sections have been added to the City's sidewalk replacement schedule and will be undertaken as resources allow.

Thomas/Keyes Stop Sign Review – Prein & Newhof is reviewing the need for a Stop sign at the corner of Thomas and Keyes to replace the Yield sign currently at that location.

Tree Trimming on Parchmount – City staff completed tree trimming in the Parchmount corridor this past week.

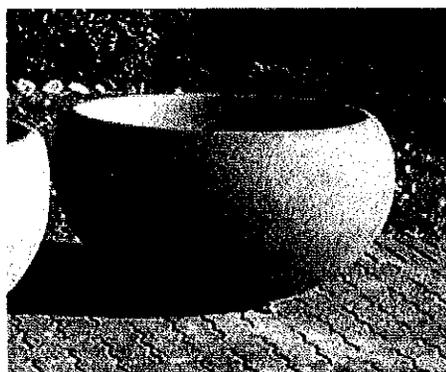


**BBB Rating: A+**  
as of 7/29/2016  
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## Concrete Planters

**Cart:** Subtotal: \$0.00



Model: WATF4353      **\$509.95**

Manufacturer: Wausau Tile

Round Planter 42x24 In. Concrete, Portable

0

Quantity discounts automatically adjusted in cart.

Quantity	1 +	6 +	11 +
Price	\$509.95	\$474.95	\$444.95

### Available Options

Colors:\*  Drop Down ▼

1

Current rating is 0.00. Total votes 0.

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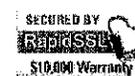
### Manufacturers

-- Select --

We accept all major credit cards, personal and corporate checks or wire transfers.



Encrypted Secure Sockets Layer (SSL) for your protection.



### Description    Product Specifications    Product reviews

A variety of plants, trees or flowers can be added to this 42x24 inch round concrete planter to enhance your landscape and provide security. Plants, flowers, and trees bring natural respite to visitors and employees, while adding to the richness of your landscape. Made of precast concrete reinforced with steel rebar. Available in a variety of colors and finishes.

### About

At Picnic Furniture we provide our customers with products to enhance

### Contact Us

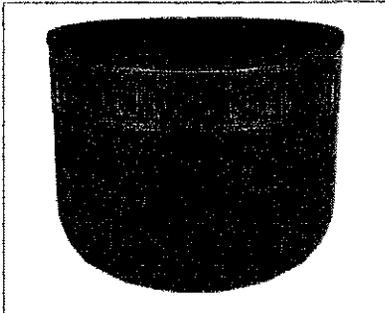
1.800.775.8409

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## Sedona Round Glass Fiber Reinforced Concrete (GFRC) Planter

Availability: In stock

**\$561.00**

Buy 3 for **\$549.78** each and **save 2%**  
 Buy 6 for **\$538.57** each and **save 4%**  
 Buy 11 for **\$527.34** each and **save 6%**

**\*Size** \* Required Fields

Choose an Option... ▼

**\*Finish and Color Combo**

Choose an Option... ▼

**\*Style**

Choose an Option... ▼

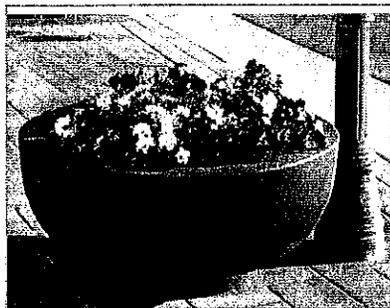
**\$561.00**

### Description

#### Sedona Round Glass Fiber Reinforced Concrete (GFRC) Planter

This product is made from Glass Fiber Reinforced Concrete (GFRC), which looks like solid concrete but is ONE THIRD THE WEIGHT. This material is very durable and is suitable for indoor or outdoor use. It is especially ideal for applications where extreme weight is an issue. The products are designed using structural analysis and all tolerances are within 1/8Of specified dimensions.

**Made-to-Order:** 154 Series Concrete and GFRC Items are Made-to-Order and are non-inventoried. Please



## 4 Round Concrete Bowl Planter

Availability: In stock

**\$630.00**

\*Concrete Color and Finish

\* Required Fields

Choose an Option...

**\$630.00**

### Description

#### 4 Round Concrete Bowl Planter

Our 4 round concrete planters are available in a variety of colors and finishes. Cast with a drain hole and weep channels, you can rest assured your planter will never be harmed by over watering. Due to their 1200 lb weight, they can easily be used as barrier protection without sacrificing any aesthetic value.

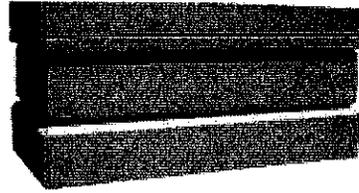
### Additional Info

<b>SKU</b>	284-1023
<b>Base Weight</b>	1300
<b>Weight</b>	N/A
<b>Dimensions</b>	48Lx48Wx23.5" H
<b>Warranty</b>	1 Year Limited Warranty

Model WATF4167

Square Concrete Planter Wall, 34" x 32" x 32", 2200 Lbs.

A variety of plants, trees or flowers can be added to any concrete planter to enhance your landscape and provide security. This concrete commercial planter can divide outside areas, or accent your design. Concrete planters are great companion products for concrete picnic tables, benches, and trash cans. Concrete planters will last for years with no maintenance.



 [View Spec Sheet](#)

Choose product properties below:

Concrete Colors:

Drop Down ▼



Quantity Discount

- 1 - 5 : \$714.95 per item
- 6 - 10 : \$674.95 per item
- 11 + : \$634.95 per item

**\$714.95**

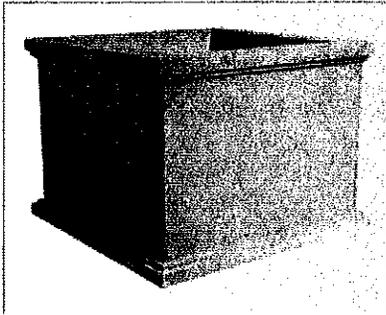
QTY: 1



CALL 1-800-213-2401

[sales@furnitureleisure.com](mailto:sales@furnitureleisure.com)

**Se Habla Espanol!**



## Square Concrete Planter

Availability: In stock

**\$1,004.00**

Buy 3 for **\$983.93** each and **save 2%**  
Buy 6 for **\$963.84** each and **save 4%**  
Buy 11 for **\$943.76** each and **save 6%**

**\*Size** \* Required Fields

Choose an Option... ▼

**\*Finish and Color Combo**

Choose an Option... ▼

**\*Style**

Choose an Option... ▼

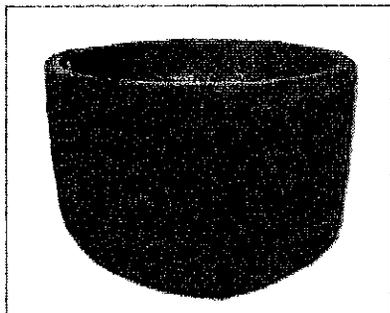
**\$1,004.00**

### Description

#### Square Concrete Planter

This product uses portland cement grade ASTM C150 Type 1Or 3. All exposed surfaces of the product are treated to remove the surface matrix and expose the aggregate produced by chemical retardant - not sandblasting. All concrete products are treated with water repellent sealer applied in strict accordance with manufacturers specifications. The products are designed using structural analysis and all tolerances are within 1/8Of specified dimensions.

**Made-to-Order:** 154 Series Concrete and GFRC Items are Made-to-Order and are non-inventoried. Please



## 48Diax17H Round Concrete Planter.

Availability: In stock

**\$1,584.00**

Buy 3 for **\$1,552.32** each and **save 2%**  
Buy 6 for **\$1,520.64** each and **save 4%**  
Buy 11 for **\$1,488.96** each and **save 6%**

**\*Finish and Color Combo**

**\* Required Fields**

Choose an Option...

**\*Style**

Choose an Option...

**\$1,584.00**

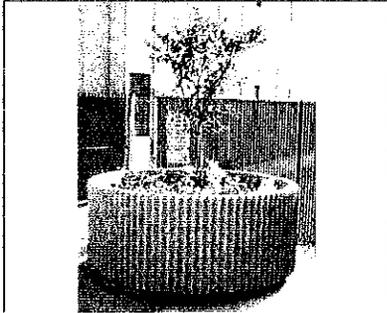
### Description

48"Diax17H Round Concrete Planter.

This product uses portland cement grade ASTM C150 Type 1Or 3. All exposed surfaces of the product are treated to remove the surface matrix and expose the aggregate produced by chemical retardant - not sandblasting. All concrete products are treated with water repellent sealer applied in strict accordance with manufacturers specifications. The products are designed using structural analysis and all tolerances are within 1/8Of specified dimensions.

**Made-to-Order:** 154 Series Concrete and GFRC Items are Made-to-Order and are non-inventoried. Please allow for production time and note that these items are non-returnable with the exception of manufacturers defect.

**Finish & Color Options:** Please see the attached PDF for a Color Chart; color of actual product may vary



## 7 Round Fluted Planter

Availability: In stock

**\$2,363.00**

### Description

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#### 7 Round Fluted Planter

Our 7 round fluted concrete planter will give a unique and powerful look to any landscape it inhabits. With a weight of 5000 lbs it is ideally suited for those in need of barrier protection who refuse to sacrifice aesthetic appeal for functionality.

This Item is Available in Medium Sandblast Finish & Natural Concrete Color

### Additional Info

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<b>SKU</b>	284-1024
<b>Base Weight</b>	5100
<b>Dimensions</b>	84Lx 84Wx36 H
<b>Warranty</b>	1 Year Limited Warranty
<b>Country of Manufacture</b>	United States
<b>Made To Order</b>	No
<b>Ships By Truck</b>	Yes
<b>Assembly Required</b>	No