



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

December 18, 2017

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan

Commissioner Richard Bagley

Commissioner Chester Emmons

Commissioner Holly Evans

Commissioner Doug Fooy

Commissioner Robert B. Heasley

Officers

City Manager Nancy R. Stoddard

City Attorney Robert Soltis

City Treasurer/Clerk Shannon Stutz

1. Call to Order

2. Roll Call

3. Approval of Minutes

From the City Commission Regular Meeting Minutes of December 4, 2017

4. Additions/Changes to the Agenda - Approval

5. Citizen Comments – Items ON the Agenda

If you wish to comment regarding items ON the agenda, please follow the format below:

- *Stand at the podium*
- *State your name and address for the record*
- *You are allowed up to 5 minutes for your comments*
- *Please let us know if you require special accommodations by notifying the Clerk*

- *Reminder: You will be making a statement, without discussion from the Commission. You are always welcome to make an appointment with the City Manager to discuss your comments further.*

6. Consent Agenda

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

Motion to RECEIVE OR APPROVE as indicated:

- Warrant No. 1350 – receive
- Credit Card Statement – receive
- Financial Reports – Information only

7. Transfer of Funds

- Adjust Cash and Investment Balances - approval

8. New Business

- KABA presentation – Mike Alwine
- KABA Budget – Approval
- Prein & Newhof presentation – Dan Lewis
- Water Asset Management Plan Approval

9. Board and Commission Reports/Minutes

- KABA report – Eric Cronin and Commissioner Emmons

10. Citizen Comments – Items NOT on the Agenda

Persons wishing to comment on items that are NOT on the agenda are instructed to please follow the same format as Citizen Comments for items on the agenda.

11. Mayor and Commissioner Comments

12. City Manager Comments

13. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY DECEMBER 4, 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. Swearing in of New Commissioners.

Richard Bagley, Robert Britigan III, Chester Emmons III, and Thomas Jordan all took the oath of office and were sworn in to the new term as Commissioners by the clerk.

3. Roll Call.

A. Election of Mayor and Vice Mayor.

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

Nominated by Commissioner Bagley, supported by Commissioner R Heasley, Thomas Jordan as Vice Mayor. There being no other nominations for Vice Mayor, Thomas Jordan was elected unanimously.

Present: Mayor Britigan, Vice Mayor Jordan, Commissioners Bagley, Emmons, Evans, Fooy, and R Heasley. City Manager Stoddard, City Treasurer/Clerk Stutz, and City Attorney Soltis.

Absent: None.

4. Minutes

Moved by Commissioner Emmons, supported by Commissioner Heasley to approve the Minutes of the November 20, 2017 Regular Meeting as well as the Work Session Minutes from the same date.

Motion Carried.

5. Additions or changes to the agenda.

Switch order of items 8 and 9 (move New Business before Budget Amendments). Moved by Commissioner Heasley, supported by Commissioner Bagley to approve the changes to the agenda. **Motion Carried.**

6. Citizen Comments – Items ON the Agenda

None.

7. Consent Agenda

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

8. New Business

A. Senator Margaret O’Brien welcomed the newly elected commissioners and said she was looking forward to working with them on issues important to Parchment. She then expressed the gratitude of the State of Michigan, the 99th Legislature, and Kalamazoo County for the public service of Commissioners Cronin, Hageman, and J Heasley by presenting each with a plaque.

B. KABA Board Representatives – City Manager Stoddard explained these are one year appointments and they meet on the second Thursday of each month at 2 pm. Moved by Commissioner Heasley, supported by Vice Mayor Jordan, to appoint Commissioner Emmons as the KABA Board Representative. **Motion Carried.**

Moved by Commissioner Fooy, supported by Vice Mayor Jordan to appoint Eric Cronin as the KABA community at-large member. **Motion Carried.**

Mayor Britigan thanked Samuel Hunter for his service to the City and KABA.

9. Budget Amendments

A. Local Community Stabilization Authority (101-000-441) increase budgeted revenue to actual received of \$139,025 (increase of \$94,125). Moved by Commissioner Heasley, supported by Commissioner Evans to approve. **Motion Carried.**

B. Pension (101-200-718) increase budgeted expense by \$18,000 to correct a typo in the original budget (current budget reads \$2630, should read \$20,630). Moved by Commissioner Emmons, supported by Commissioner Heasley to approve. **Motion Carried.**

C. Membership/dues and Computer Services – information only.

10. Standing Board and Committee Reports

A. Kalamazoo Area Transit Study – Mayor Britigan noted he was unable to attend the last meeting but the reports showed nothing affected our city directly.

11. Citizen Comments

Theresa Stannard, Director of the Parchment Community Library, distributed her newsletter, reminding everyone Wassailing is Wednesday and maps were all over town. She then invited all to attend the monthly town hall meetings.

12. Mayor and Commissioner Comments

Commissioner Emmons thanked everyone for their support and expressed his hope to do a good job.

Commissioner Bagley thanked the voters as well, saying he would do his best. He then asked about leaf pickup. City Manager Stoddard explained that the last pickup had passed, and that any remaining leaves should be mulched, composted or bagged for pickup in the spring.

Commissioner Heasley thanked Senator O'Brien for her service, saying he thought it made a big difference when leaders had local government experience first. He then congratulated the outgoing Commissioners for their years of service and congratulated Mayor Britigan on his election.

Commissioner Evans noted she would be at Advia during Wassailing.

Commissioner Fooy thanked the former Commissioners, and then welcomed the new faces.

Vice Mayor Jordan thanked the citizens and the commissioners for their votes and asked for everyone's patience as he learned.

Mayor Britigan thanked the outgoing Commissioners for their service, congratulated the new Vice Mayor and welcomed the new Commissioners as well. He then said he was humbled and honored to be elected Mayor – that there was much to accomplish. Mayor Britigan expressed his thanks to former Mayor Heasley for his dedication and considered it a privilege to work with him. He thanked his family for their foundation and support, then pledged to represent the residents professionally and always act in their best interest.

13. City Manager Comments/Reports

Manager Nancy Stoddard reminded everyone that Wassailing game boards were available in the lobby, and that by playing people could win a \$50 VISA gift card. She then mentioned that there was a shipping problem with the microphones and that dog licenses were now on sale through February 28 at City Hall.

14. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Emmons and supported by all to adjourn the meeting at 7:38 p.m.

Shannon Stutz
City Clerk



City of Parchment
Check Register Report
Warrant 1350

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
34271	12/11/2017	APEX SOFTWARE	Apex Sketching Software-1/1/19	235.00
34272	12/11/2017	CAMRON BOEKHOVEN	Reimb. for MFR Test	75.00
34273	12/11/2017	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	244.60
34274	12/11/2017	COMPANION LIFE	Life & AD&D Ins-December	76.00
34276	12/11/2017	CONSUMERS ENERGY	Citywide energy usage - Nov	10,230.39
34277	12/11/2017	ETNA SUPPLY	1-4" Meter	2,585.00
34278	12/11/2017	FORD, KRIEKARD, SOLTIS & WISE	Police/gen'l Matters-November	1,075.00
34279	12/11/2017	KALAMAZOO OIL CO.	Fuel Charges 11/16 to 11/30/17	287.54
34280	12/11/2017	TREASURER CITY OF KALAMAZOO	Municipal Sewer-October	9,032.10
34281	12/11/2017	KATS	FY 2018 KATS Membership Dues	50.00
34282	12/11/2017	LINDE GAS NORTH AMERICA LLC	Monthly Comp Aire & Compl Chg	30.48
34283	12/11/2017	MICHIGAN MUNICIPAL RISK	Liability Ins-final instlmt	12,305.50
34284	12/11/2017	REPUBLIC SERVICES #249	PW-December	263.64
34285	12/11/2017	RIETH-RILEY CONSTRUCTION CO.	Cold Patch	534.40
34286	12/11/2017	RIVERRUN PRESS	Tax bills, Newsletters	1,255.82
34287	12/11/2017	SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-November	120.00
34288	12/11/2017	SEVERANCE ELECTRIC CO INC	Replace Controller-Parch/River	588.00
34289	12/11/2017	UNITED STATES POSTAL SERVICE	Permit Imprint to 1/26/19	225.00

ACCT. NUMBER: XXXX XXXX XXXX 1546			
CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	2,550.71	MINIMUM PAYMENT DUE	2,550.71
AVAILABLE CREDIT	22,449.29	PAYMENT DUE DATE	12-22-17

CORPORATE ACCOUNT ACTIVITY					
CITY OF PARCHMENT XXXX-XXXX-XXXX-1546				TOTAL CORPORATE ACTIVITY \$2,387.60 CR	
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
11-20	11-20		AUTO PAYMENT DEDUCTION	2,387.60 CR	

INDIVIDUAL CARDHOLDER ACTIVITY					
PHIL WOLTHUIS XXXX-XXXX-XXXX-1793		CREDITS \$0.00	PURCHASES \$440.09	CASH ADV \$0.00	TOTAL ACTIVITY \$440.09
Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
11-13	11-10	05227027314300186712604	CENTRAL PARTS WAREHOUS 815-464-4800 IL		258.69
11-16	11-15	55446417319207689800133	EDWARDS INDUSTRIAL KALAMAZOO MI		135.20
11-17	11-15	55421357320627182656092	STEENSMA LAWN & POWER KALAMAZOO MI		46.20
BILL CAHILL XXXX-XXXX-XXXX-1801		CREDITS \$8.88	PURCHASES \$210.10	CASH ADV \$0.00	TOTAL ACTIVITY \$201.22
Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
10-31	10-30	05227027303300173015709	OKUNS V A 5 KALAMAZOO MI		8.88 CR
10-31	10-30	05227027303300173015626	OKUNS V A 5 KALAMAZOO MI		156.88
11-03	11-01	25415757306000219293612	CARTER LUMBER KALAMAZOO MI		34.60
11-20	11-16	05436847321100081165919	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		18.62
JOE BONHOMME XXXX-XXXX-XXXX-1819		CREDITS \$0.00	PURCHASES \$472.21	CASH ADV \$0.00	TOTAL ACTIVITY \$472.21
Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
11-09	11-09	55432867313200866126974	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		134.78
11-09	11-07	75182017312900018643379	POSITIVE PROMOTIONS IN 800-6352666 NY		320.45
11-14	11-13	55432867317200677436840	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		16.98
CAMRON J BOEKHOVEN XXXX-XXXX-XXXX-9114		CREDITS \$0.00	PURCHASES \$150.47	CASH ADV \$0.00	TOTAL ACTIVITY \$150.47
Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
10-30	10-27	55500807301207000000012	J & J LOCKSMITH KALAMAZOO MI		15.85
10-30	10-27	25536067301103018087806	FASTENAL COMPANY01 KALAMAZOO MI		53.29
10-31	10-30	05436847304000383858297	TRACTOR SUPPLY #1272 KALAMAZOO MI		26.43
11-13	11-09	05436847314100067301537	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		5.53
11-13	11-09	05436847314100067301610	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		35.39
11-16	11-15	55453707320042000088337	ADVANCE AUTO PARTS #17 KALAMAZOO MI		13.98
SHANNON STUTZ XXXX-XXXX-XXXX-0473		CREDITS \$0.00	PURCHASES \$1,286.72	CASH ADV \$0.00	TOTAL ACTIVITY \$1,286.72
Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
10-30	10-27	55480777300083077692274	TDS METROCOM 08665716662 WI		22.20
11-01	10-31	55547507305034304348450	B AND W CHARTERS 02693454222 MI		880.00
11-02	11-02	55432867306200512585416	VZWLSS*APOCC VISB 800-922-0204 FL		80.02

ACCT. NUMBER: XXXX XXXX XXXX 1546			
CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	2,550.71	MINIMUM PAYMENT DUE	2,550.71
AVAILABLE CREDIT	22,449.29	PAYMENT DUE DATE	12-22-17

INDIVIDUAL CARDHOLDER ACTIVITY				
11-06	11-04	05410197309105019695909	QUILL CORPORATION 800-982-3400 SC	70.46
11-06	11-03	05410197307105019641194	QUILL CORPORATION 800-982-3400 SC	109.04
11-08	11-07	55429507311637279082956	PIXELVINE 8007340751 MI	60.00
11-14	11-13	55429507317637471071470	PIXELVINE 8007340751 MI	65.00



MEMORANDUM

To: Nancy Stoddard, City Manager

From: Shannon Stutz, City Treasurer

Date: December 6, 2017

Subject: Auditor Adjustment Advice

In reviewing the general ledger accounts with the auditors, we were advised to reduce the balances in an investment account to cover negative cash balances in others. Due to our cash and investments being pooled, these are book entries only, there is no actual effect to the investments themselves. Because it involves transferring monies from one fund to another, Commission approval is required. Below is the entry that was approved by Gabridge:

Reduce General Fund Investment account (101-000-010) by \$166,000

Increase Major Streets cash (202-000-001)	by \$85,000
Increase Major Streets Investments (202-000-010)	by \$20,000
Increase Kindleberger Fund cash (250-000-001)	by \$61,000

**KALAMAZOO AREA BUILDING AUTHORITY
2018 BUDGET**

Approved by Board Members on November 9, 2017

INCOME		2018
4010	BUILDING PERMITS	193,930.00
4015	SPECIAL PERMITS	5,160.00
2020	ELECTRICAL PERMITS	65,051.00
4030	MECHANICAL PERMITS	68,573.80
4040	PLUMBING PERMITS	41,652.00
4600	INVESTMENT INCOME	301.52
Subtotal Income		<u>374,668.32</u>
	RETAINED EARNINGS	<u>119,381.99</u>
TOTAL INCOME		<u>494,050.31</u>
EXPENSE		
6010	ADVERTISING & MARKETING	2,000.00
6200	BANK FEES	200.00
6450	DUES & SUBSCRIPTIONS	575.00
6501, 03, 05	PAYROLL - WAGES	226,600.40
6510	PAYROLL TAXES	17,806.17
6511	LIFE/AD&D/STD/LTD	3,527.88
6512	401(a)	13,767.62
6513	HEALTH INSURANCE	29,674.63
6514	UNEMPLOYMENT REPAYMENT	13,580.80
6700	GENERAL INSURANCE	8,995.00
6800	LEGAL FEES	20,000.00
6810	COMPUTER SUPPORT (EXTERNAL)	10,570.26
6820	ACCOUNTING SERVICES	11,017.00
7100	OFFICE EQUIPMENT	5,672.82
7110	OFFICE SUPPLIES	4,000.00
7115	POSTAGE	800.00
7120	WATER COOLER	-
7125	COMPUTER (HARDWARE/SOFTWARE)	2,581.00
7130	RESOURCE MATERIALS	1,000.00
7400	RENT EXPENSE	26,580.00
7420	LAWN CARE/SNOW REMOVAL	2,484.00
7450	MAINTENANCE & REPAIRS - OFFICE	3,000.00
7500	UTILITIES	4,132.80
7550	TRASH REMOVAL	540.00
7600	SECURITY (OFFICE)	539.88
7610	TELEPHONE - OFFICE	7,065.77
7611	TELEPHONE - CELLULAR	1,776.00
7700	BUILDING BOARD OF APPEALS	375.00
7701	AT-LARGE/ALTERNATE BOARD MEMBER	3,600.00
7711	CONTRACTED ELECTRICAL INSPECTOR	26,514.96
7712	CONTRACTED MECHANICAL INSPECTOR	21,762.96
7713	CONTRACTED PLUMBING INSPECTOR	20,964.00
7800	MILEAGE REIMBURSEMENT	7,400.00
7810	TRAINING EXPENSE	800.00
7999	MISC	2,000.00
TOTAL EXPENSE		<u>501,903.95</u>
NET POSITION		(7,853.64)

GL # & Description		2015		2016		2017	
Income		BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL (YTD 10/31/17)
4010	· Building Permits	505,000.00	575,047.00	433,000.00	491,129.99	235,163.04	176,141.00
4015	· Special Permits	0.00	0.00	0.00	1,530.00	0.00	4,215.00
4020	· Electrical Permits	105,000.00	133,947.50	111,000.00	122,098.00	61,980.77	53,771.00
4030	· Mechanical Permits	83,500.00	157,885.50	117,000.00	117,398.74	64,073.62	54,315.80
4040	· Plumbing Permits	58,000.00	76,882.70	66,000.00	65,951.30	34,934.61	33,964.00
4600	· Investment Income	1,500.00	2,322.52	2,000.00	1,573.51	0.00	267.73
4700	- Other Income	0.00	1,627.10	0.00	3,565.53	0.00	35.00
Total Income		753,000.00	947,712.32	729,000.00	803,247.07	396,152.04	322,709.53
Expense							
	Due to Kaba Members	121,057.00	0.00	0.00	0.00	0.00	0.00
6010	· Advertising and Marketing	2,500.00	16.63	2,500.00	2,360.42	2,000.00	1,056.54
6100	- Automobile Expense	13,000.00	3,889.36	5,800.00	3,566.78	0.00	0.00
6200	· Bank Fees	100.00	181.00	100.00	388.19	120.00	74.50
6400	- Depreciation Expense	0.00	11,586.00	0.00	8,026.39	0.00	0.00
6450	· Dues & Subscriptions	0.00	1,165.00	1,040.00	1,475.00	1,475.00	0.00
6500	· Payroll Expenses						
6501	· Salary - Building Official	63,000.00	79,299.24	76,000.00	80,666.37	81,250.00	64,062.50
6502	· Salary - Director	61,500.00	61,692.88	65,000.00	28,197.26	0.00	0.00
6503	· Salary - Building Inspector	0.00	129,720.30	70,408.00	82,929.55	65,000.00	51,250.00
6505	· Wages - Administrative	92,000.00	85,952.52	124,000.00	159,758.32	123,760.00	92,249.85
6510	· Payroll Taxes	17,100.00	(2,726.64)	29,500.00	24,565.36	20,576.21	16,967.53
6511	- LTD / STD / AD&D / Life	2,700.00	2,744.58	2,300.00	5,562.27	5,427.93	4,340.71
6512	- 401A (KABA)	13,000.00	0.00	12,000.00	17,074.02	16,200.60	13,004.60
6513	· Health Insurance	26,000.00	18,721.47	41,925.00	32,033.90	36,019.70	31,707.62
6514	- Unemployment Repayment	0.00	0.00	0.00	0.00	7,066.24	0.00
6500	· Payroll Expenses - Other	0.00	0.00	0.00	162.00	0.00	-162.00
Total 6500 · Payroll Expenses		275,300.00	375,404.35	421,133.00	430,949.05	355,300.68	273,420.81
6560	- Prehiring Expense	1,000.00	16,218.29	3,000.00	811.00	0.00	10.00
6650	- Meals	0.00	17.18	0.00	493.45	0.00	37.21
6600	- Gift Expense	0.00	0.00	0.00	73.91	0.00	0.00
6700	· Insurance - General	7,200.00	8,985.50	8,271.00	9,425.56	8,266.00	7,981.94
6800	· Legal Fees	16,000.00	16,380.00	22,000.00	50,163.96	20,000.00	15,873.25
6810	· Computer Support (External)	1,300.00	7,515.47	24,800.00	23,029.25	19,259.00	16,797.93
6820	· Accounting Services	9,000.00	8,714.91	7,000.00	15,461.49	11,480.00	11,233.41
7100	· Office Equipment	0.00	0.00	0.00	30,102.12	5,056.00	4,882.92
7110	· Office Supplies	10,000.00	9,543.13	9,000.00	14,192.65	5,000.00	2,429.49
7115	· Postage	750.00	1,197.97	1,800.00	2,362.35	1,508.16	538.20
7120	· Water Cooler	0.00	0.00	0.00	356.00	360.00	193.75
7125	- Computer (Hardware/Software)	15,000.00	12,088.56	0.00	18,921.40	2,500.00	2,030.00
7130	· Resource Materials	0.00	2,795.30	500.00	4,143.71	3,000.00	1,931.83
7400	· Rent/Lease Expense	12,000.00	14,000.00	12,000.00	17,638.08	26,580.00	22,150.00
7420	· Lawn Care/Snow Removal	0.00	0.00	0.00	569.49	2,600.00	1,107.04
7450	· Maintenance & Repairs - Office	0.00	0.00	0.00	281.66	3,000.00	37.99
7500	· Utilities	0.00	0.00	0.00	1,113.49	5,275.00	2,729.13
7550	· Trash Removal	0.00	0.00	0.00	130.26	365.00	288.33
7600	· Security (Office)	0.00	0.00	0.00	134.97	540.00	449.90
7610	· Telephone - Office	4,500.00	5,896.15	5,500.00	6,957.39	7,658.04	5,601.30
7611	· Telephone - Cellular	0.00	0.00	0.00	2,629.96	1,714.00	1,420.51
7700	· Building Board of Appeals	3,000.00	0.00	2,000.00	0.00	500.00	0.00
7701	- At-Large/Alternate Board Member	0.00	0.00	0.00	0.00	2,700.00	1,425.00
7710	- Contracted Building Inspector	54,000.00	7,767.00	67,000.00	63,322.50	0.00	0.00
7711	· Contracted Electrical Inspector	41,000.00	61,567.00	39,000.00	58,915.00	21,693.12	29,610.00
7712	· Contracted Mechanical Inspector	32,500.00	47,983.00	47,000.00	41,305.00	22,425.72	26,665.80
7713	· Contracted Plumbing Inspector	23,000.00	37,492.00	23,000.00	35,610.00	12,227.16	18,510.00
7800	· Mileage Reimbursement	2,000.00	3,901.89	3,000.00	8,211.77	9,825.00	5,724.69
7810	· Training Expense	15,000.00	3,330.58	5,000.00	3,334.93	4,000.00	1,105.00
7910	- Contingency Items	193,500.00	0.00	0.00	0.00	0.00	0.00
7920	- Capital Outlay	21,350.00	0.00	22,000.00	0.00	0.00	0.00
7990	- Relocation Expense	0.00	0.00	0.00	8,530.52	0.00	0.00
7999	· Misc Expense	0.00	313.00	0.00	369,114.42	910.00	106.62
Total Expense		753,000.00	657,949.27	732,444.00	1,234,102.12	557,337.88	455,423.09
Net Income		0.00	289,763.05	(3,444.00)	(430,855.05)	(161,185.84)	(132,713.56)

Permits Issued: 03/01/17 - 10/31/17

	Parchment	Kalamazoo	Comstock	Total
Building	1,040.00	54,939.00	95,887.00	151,866.00
Electrical	502.00	23,931.00	20,587.00	45,020.00
Mechanical	2,132.00	20,763.00	22,711.80	45,606.80
Plumbing	155.00	14,641.00	14,019.00	28,815.00
Special	410.00	1,430.00	625.00	2,465.00
	<u>4,239.00</u>	<u>115,704.00</u>	<u>153,829.80</u>	<u>273,772.80</u>
Percent of Total Revenue	1.55%	42.26%	56.19%	100.00%
Jurisdiction's Contribution	\$ 155.00	\$ 4,226.00	\$ 5,619.00	\$10,000.00

MEMORANDUM

To: Mayor Britigan, Vice-Mayor, and Commissioners

From: Nancy R. Stoddard, City Manager

Date: December 18, 2017

Re: 2018 Kalamazoo Area Building Authority (KABA) Budget

Recommended Motion

It is MOVED that the City Commission approve the 2018 Kalamazoo Area Building Authority (KABA) Budget.

Mike Alwine from KABA shared the budget for the upcoming year of 2018. He explained the shortfalls in the budget that occurred and the remedies that will be implemented to make up for those. Approval of KABA's budget, by Parchment, must be accomplished before January 2018.

This does not mean that the City of Parchment is renewing their contract with KABA; it is just an approval of their budget at this time.

December 8, 2017

Sent via email: manager@parchment.org

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

RE: Capital Improvement Plan (CIP)

Dear Ms. Stoddard:

Prein&Newhof is pleased to present our Professional Services Agreement to prepare a Capital Improvement Plan (CIP) for the City including your Streets, Storm Sewer, Sanitary Sewer and Water Main Systems. This CIP will enable the City to budget for future improvements and meet the requirements of the MEDC-CDBG Infrastructure Capacity Enhancement (ICE) Program. This proposal also includes assistance to the City with an ICE grant application. Our Project Approach, Schedule and Estimated Fee are as follows:

Project Approach

P&N's scope of services will follow the CIP guide published by MEDC. We will work with you and other members of the City to collect information about the City's infrastructure and then work with City staff to establish a list of projects to address the needs and concerns of the systems. This list of projects will be prioritized and estimated to establish the draft CIP which will be provided to the City/Planning Commission for their review. After addressing appropriate comments, the CIP and budget will be finalized for approval by the City.

Once awarded the project, we will collect and review existing mapping/GIS information and then hold a "kick-off" meeting with you, your staff, and other appropriate members of the City to discuss in detail project timeline, review the collected mapping information and discuss potential projects, system needs, desires, problem areas and potential additional information. We will bring current GIS maps of the City systems to be used as tools in identifying needs/projects.

We will then organize, update, tabulate and assemble that information to determine and develop capital improvement project estimates. This information will be given to the City to prioritize prior to developing the draft CIP.

A Draft CIP will be provided to the City/Planning Commission for their review. Any appropriate changes will be addressed and incorporated into the final project estimates.

Once the CIP is approved by City and MEDC opens the grant process, we will assist the City with the application and submittal.

Project Schedule and Estimated Fee

P&N is available to begin working on this assignment within one week of receiving authorization to proceed and anticipate 4 to 6 weeks to complete. We will provide the above services on a time and materials basis estimated at \$5,000.

Ms. Nancy Stoddard
December 8, 2017
Page 2

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:dlj

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

Professional Services Agreement

This Professional Services Agreement is made this _____ day of _____, 2017 (“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 49004-1298.

WHEREAS Client intends to:

Obtain a Capital Improvement Plan (CIP).

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For Client

Name: Nancy Stoddard
Title: City Manager
Phone Number: (269) 492-3263
Facsimile Number: (269) 345-5441
Email: manager@parchment.org

For P&N

Name: Daniel G. Lewis, P.E.
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 December 8, 2017
- 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 December 8, 2017

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

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

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

Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed. Estimated at \$5,000.

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.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
 2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer's services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
 4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
 5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.
- I. Underground Utilities** – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.
- J. Insurance**
1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
 2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.
- K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

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

L. Documents and Data

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

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

City of Parchment

Resolution to Adopt Water Asset Management Plan

WHEREAS, the Michigan Department of Environmental Quality has required a Water Asset Management Plan of all water utilities serving over 1000 in population by January 1, 2018, per the Michigan’s Safe Drinking Water Act, 1976 PA 399, R325.11606.Rule 1606.

WHEREAS, the City of Parchment has hired Prein & Newhof to perform this requirement.

WHEREAS, in cooperation with the City of Parchment staff, including the Department of Public Works staff, a final report meeting this requirement has been presented.

NOW, THEREFORE BE IT RESOLVED; that the City of Parchment Council approved said Water Asset Management Plan dated November 2017.

Motion by _____, Seconded by _____

Upon a roll call vote, the following voted Aye: _____

The following voted Nay: _____

The following abstained: _____

The City Mayor declared the Resolution has been adopted

Nancy Stoddard, City Manager
Date: _____

2017 MONTHLY KABA PERMITS BY JURISDICTION

MONTH OF NOVEMBER 2017

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	10	\$ 4,084
COMSTOCK	ELECTRICAL	20	\$ 8,847
COMSTOCK	MECHANICAL	17	\$ 2,727
COMSTOCK	PLUMBING	6	\$ 2,862
COMSTOCK	SPECIAL	4	\$ 220
TOTAL COMSTOCK		57	\$ 18,740
KALAMAZOO	BUILDING	11	\$ 1,370
KALAMAZOO	ELECTRICAL	15	\$ 2,468
KALAMAZOO	MECHANICAL	10	\$ 1,601
KALAMAZOO	PLUMBING	11	\$ 1,609
KALAMAZOO	SPECIAL	7	\$ 385
TOTAL KALAMAZOO		54	\$ 7,433
PARCHMENT	BUILDING	1	\$ 100
PARCHMENT	ELECTRICAL	0	\$ -
PARCHMENT	MECHANICAL	0	\$ -
PARCHMENT	PLUMBING	1	\$ 100
PARCHMENT	SPECIAL	2	\$ 110
TOTAL PARCHMENT		4	\$ 310
TOTAL KABA		115	\$ 26,483

REVENUE	REVENUE
NOVEMBER 2016	% PREV YEAR MONTH
\$25,121	105.4%

PERMITS	PERMITS
NOVEMBER 2016	% 2016 - YTD
136	84.6%

2017 MONTHLY KABA PERMITS BY JURISDICTION

YEAR TO DATE AS OF: NOVEMBER 2017

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	201	\$ 114,158
COMSTOCK	ELECTRICAL	154	\$ 33,401
COMSTOCK	MECHANICAL	151	\$ 30,165
COMSTOCK	PLUMBING	92	\$ 19,498
COMSTOCK	SPECIAL	25	\$ 1,225
TOTAL COMSTOCK		623	\$ 198,447
KALAMAZOO	BUILDING	212	\$ 68,832
KALAMAZOO	ELECTRICAL	185	\$ 30,377
KALAMAZOO	MECHANICAL	161	\$ 25,215
KALAMAZOO	PLUMBING	125	\$ 19,014
KALAMAZOO	SPECIAL	45	\$ 2,340
TOTAL KALAMAZOO		728	\$ 145,778
PARCHMENT	BUILDING	13	\$ 1,640
PARCHMENT	ELECTRICAL	3	\$ 502
PARCHMENT	MECHANICAL	13	\$ 2,147
PARCHMENT	PLUMBING	3	\$ 255
PARCHMENT	SPECIAL	11	\$ 710
TOTAL PARCHMENT		43	\$ 5,254
TOTAL KABA	YTD	1394	349,479

REVENUE	REVENUE
YTD - NOV 2016	% 2016 - YTD
\$ 754,993	46.3%

REVENUE
% 2017 YTD BUDGET
96.0%

PERMITS	PERMITS
YTD - NOV 2016	% 2016 - YTD
2173	64.2%

2017 MONTHLY CUMULATIVE TOTALS	2017 MONTHLY CUMULATIVE TOTALS	
# PERMITS	REVENUE	
109	\$ 25,081	JAN
83	\$ 24,707	FEB
122	\$ 27,555	MAR
113	\$ 27,234	APRIL
166	\$ 33,408	MAY
166	\$ 39,738	JUNE
125	\$ 20,980	JULY
143	\$ 29,807	AUG
117	\$ 66,770	SEPT
135	\$ 27,717	OCT
115	\$ 26,483	NOV
-	\$ -	DEC
1,394	349,479	2017

Permit List

12/01/2017

Building

Permit #	Job Address	Parcel Number	Owner	Contractor	Issue Date	Fee Total	Const. Value
PB17-18-416	322 E THOMAS	06-02-140-750	Tyler Swinehart		11/08/2017	\$100.00	\$3,000

Work Description: Adding a new full bathroom on the second floor.

Total Permits For Type: 1

Total Fees For Type: \$100.00

Total Const. Value For Type: \$3,000

Report Summary

Population: All Records
Permit.DateIssued Between
11/1/2017 12:00:00 AM AND
11/30/2017 11:59:59 PM AND
Permit.PermitType = Building
AND
Permit.BasicUsage = Residential
AND
Parcel.ParcelNumber Starts With
6 AND
Property.City = Parchment

Grand Total Fees: \$100.00

Grand Total Permits: 1

Grand Total Const. Value: \$3,000