



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

January 7, 2019

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan

Commissioner Chester Emmons

Commissioner Richard Bagley

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 17, 2018

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 further discuss your comments.*

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. 1376 – receive
- KABA December 2018 Report - receive

7. Unfinished Business

- River Reach Amendment to Agreement – Approval

8. New Business

- 2019 Schedule of Meetings
- Appointment of Tom Jordan and Jason Misner to the City of Parchment Brownfield Redevelopment Authority

9. Board and Commission Reports/Minutes

10. Citizen Comments – Items ON or OFF the Agenda

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

12. Mayor and Commissioner Comments

13. City Manager Comments

14. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY DECEMBER 17, 2018.

1. Call to order

Mayor Britigan called the meeting to order at 7:00 p.m.

2. Roll Call.

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

Absent: None.

3. Minutes

Moved by Commissioner Heasley, supported by Commissioner Fooy to approve the Minutes of the December 3, 2018 Regular Meeting.

Motion Carried.

4. Additions or changes to the agenda.

Remove 7 A and B, as no agreements have been received yet. Also remove 8 A. Moved by Commissioner Emmons, supported by Vice Mayor Jordan to accept the agenda changes. **Motion Carried.**

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Commissioner Fooy asked about check 35003 to plumber for water hook up in Cooper. City Manager Stoddard explained that the new customer pays in advance of the work done. Moved by Commissioner Fooy, supported by Commissioner Evans to receive the consent agenda items. **Motion Carried.**

7. Unfinished Business

None.

8. New Business

A. Temporary Fire Contract with Kalamazoo Township Fire Department - approve. City Manager Stoddard explained that there have been no qualified candidates for the Fire Chief position. As such she started investigation options for a temporary solution early on. This contract with KTwp Fire will ensure a Chief or assistant will respond with our firefighters on all medical, fire and training exercises as well as have them complete all necessary reporting. She emphasized that the search for a permanent Chief will continue. Attorney Soltis added that the contract allows for a 30 day cancellation, that section 4 is everything we need, and that KTwp has passed this as written. Discussion among the commissioners ensued. Commissioner Fooy suggested that the Commission doesn't need to "overthink it", that this is a temporary fix, and one that we need. Moved by Commissioner Fooy, supported by Commissioner Heasley to approve the Temporary Fire Chief Contract with Kalamazoo Township Fire Department and authorize the City Manager to execute all documents related to this act. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Evans, Fooy, Heasley and Jordan.

Nays: None.

Absent: None.

Abstain: None.

Motion Carried 7-0.

9. Standing Board and Committee Reports

None.

10. Citizen Comments

Karen Conner-Beck, 1124 Parchmount, concerned about the Fire Department's future asked if the City had ever looked into using Public Safety Officers. Then she reported "drag racing" on Parchmount that she called our police about but only got a response after the third time.

Tammy Cooper, 510 Glendale, asked if the City Attorney was comfortable with #11 in the fire contract. She then noted she was hoping to speak with the City Manager about rust in her washing machine.

11. Mayor and Commissioner Comments

Commissioner Bagley said he had fun wassailing.

Commissioner Heasley reported that wassailing was a pleasant experience and thanked all who worked on the event. He then wished everyone Happy Holidays.

Commissioner Evans also wished Happy Holidays to all.

Commissioner Fooy suggested any and all support the boys basketball team, adding he hopes everyone has a great holiday.

Vice Mayor Jordan agreed that wassailing was a good time, and added Happy Holidays to all.

Mayor Britigan thanked the wassailing organizers and the Garden Club for their chocolates and wished Merry Christmas to everyone.

12. City Manager Comments/Reports

Manager Nancy Stoddard stated that she had the opportunity to be at the Library this year during wassailing and had a great time. She then explained there was an incident with the water tower where an alarm went off and DPW had to lower the water level without warning to nearby residents which caused particulates to be in their water. She apologized for the inconvenience, adding she was sorry she was unable to notify anyone in advance. If anyone has questions or concerns, her door is always open.

13. 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 7:36 p.m.

Shannon Stutz
City Clerk



City of Parchment
Check Register Report
Warrant 1376

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
35016	12/26/2018	WENDY BORGAIS	Refund of Service Line deposit	1,500.00
35017	12/26/2018	CINTAS	Restock 1st Aid Cabinet	105.14
35018	12/26/2018	CINTAS CORPORATION LOC. 725	Uniform Rental & Towels	545.16
35019	12/26/2018	CORNERSTONE TECHNOLOGIES	Monthly Contract	142.57
35020	12/26/2018	FIT-TO-FINISH LLC	6-CPR Cards	24.00
35021	12/26/2018	FORD, KRIEKARD, SOLTIS & WISE	November general & police matters	2,343.75
35022	12/26/2018	KALAMAZOO OIL CO.	Fuel Charges 11/16 to 11/30/18	469.94
35023	12/26/2018	KALAMAZOO TOWNSHIP	Police Services Cont-November	25,347.75
35024	12/26/2018	KRESA PRINT CENTER	2100 Newsletters - 4 Pages	311.14
35025	12/26/2018	LINDE GAS NORTH AMERICA LLC	Monthly Comp Air & Compl Chg	29.32
35026	12/26/2018	MICHIGAN OFFICE ENVIRONMENTS	New Chair - Nancy	250.00
35027	12/26/2018	ON STAFF GROUP	Michael Warren-12/02 to 12/07/	1,386.00
35028	12/26/2018	PRECISION TREE CARE	Park-Grind & Clean up Cherry Tree	1,075.00
35029	12/26/2018	PREIN & NEWHOF	SAW Grant to 11/30/18	13,936.80
35030	12/26/2018	REPUBLIC SERVICES #249	City Wide Pickup-December	8,285.31
35031	12/26/2018	SBAM PLAN	Employee & Retiree Ins-January	14,382.89
35032	12/26/2018	SEVERANCE ELECTRIC CO INC	Traffic Signal Maint-November	120.00
35033	12/26/2018	SMALL BUSINESS ADMIN SERVICES	HRA - December	52.50
35034	12/26/2018	NANCY STODDARD	Quarterly Mileage	310.95
35035	12/26/2018	SWT EXCAVATING, INC.	1516 E G Ave-Replace Water Service	1,850.00

2018 MONTHLY KABA PERMITS BY JURISDICTION

MONTH OF DECEMBER 2018

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	8	\$ 12,423
COMSTOCK	ELECTRICAL	9	\$ 1,472
COMSTOCK	MECHANICAL	12	\$ 1,661
COMSTOCK	PLUMBING	4	\$ 775
COMSTOCK	SPECIAL - JURISDICTION	3	\$ 165
COMSTOCK	SPECIAL - HOMEOWNER	1	\$ 55
TOTAL COMSTOCK		37	\$ 16,551
KALAMAZOO	BUILDING	8	\$ 3,029
KALAMAZOO	ELECTRICAL	6	\$ 877
KALAMAZOO	MECHANICAL	21	\$ 2,982
KALAMAZOO	PLUMBING	5	\$ 275
KALAMAZOO	SPECIAL - JURISDICTION	7	\$ 385
KALAMAZOO	SPECIAL - HOMEOWNER	5	\$ 275
TOTAL KALAMAZOO		52	\$ 7,823
PARCHMENT	BUILDING	0	\$ -
PARCHMENT	ELECTRICAL	0	\$ -
PARCHMENT	MECHANICAL	2	\$ 256
PARCHMENT	PLUMBING	0	\$ -
PARCHMENT	SPECIAL - JURISDICTION	0	\$ -
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		2	\$ 256
PINE GROVE	BUILDING	2	\$ 320
PINE GROVE	ELECTRICAL	3	\$ 430
PINE GROVE	MECHANICAL	7	\$ 988
PINE GROVE	PLUMBING	2	\$ 464
PINE GROVE	SPECIAL - JURISDICTION	0	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PINE GROVE		14	\$ 2,202
TOTAL KABA		105	\$ 26,831

REVENUE	REVENUE
DECEMBER 2017	% PREV YEAR MONTH
\$16,016	168%

PERMITS	PERMITS
DECEMBER 2017	% 2017 - YTD
85	124%

2018 MONTHLY KABA PERMITS BY JURISDICTION

YEAR TO DATE AS OF: DECEMBER 2018

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	162	\$ 85,245
COMSTOCK	ELECTRICAL	185	\$ 32,322
COMSTOCK	MECHANICAL	188	\$ 40,474
COMSTOCK	PLUMBING	93	\$ 16,322
COMSTOCK	SPECIAL - JURISDICTION	37	\$ 2,035
COMSTOCK	SPECIAL - HOMEOWNER	13	\$ 770
TOTAL COMSTOCK		678	\$ 177,168
KALAMAZOO	BUILDING	159	\$ 122,193
KALAMAZOO	ELECTRICAL	190	\$ 35,991
KALAMAZOO	MECHANICAL	263	\$ 41,358
KALAMAZOO	PLUMBING	106	\$ 14,964
KALAMAZOO	SPECIAL - JURISDICTION	128	\$ 6,765
KALAMAZOO	SPECIAL - HOMEOWNER	44	\$ 2,475
TOTAL KALAMAZOO		890	\$ 223,746
PARCHMENT	BUILDING	9	\$ 1,252.00
PARCHMENT	ELECTRICAL	9	\$ 1,256.00
PARCHMENT	MECHANICAL	32	\$ 3,989.00
PARCHMENT	PLUMBING	5	\$ 784.00
PARCHMENT	SPECIAL - JURISDICTION	17	\$ 935.00
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		72	\$ 8,216
PINE GROVE	BUILDING	20	\$ 11,348.00
PINE GROVE	ELECTRICAL	25	\$ 3,908.00
PINE GROVE	MECHANICAL	35	\$ 4,728.50
PINE GROVE	PLUMBING	8	\$ 1,919.00
PINE GROVE	SPECIAL - JURISDICTION	4	\$ 220.00
PINE GROVE	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PINE GROVE		92	\$ 22,124
TOTAL KABA	YTD	1732	431,253

REVENUE	REVENUE
YTD - DECEMBER 2017	% 2017 - YTD
\$ 365,496	118.0%

REVENUE
% 2018 YTD BUDGET
1.15%

PERMITS	PERMITS
YTD - DECEMBER 2017	% 2017 - YTD
1479	117.1%

2018 MONTHLY CUMULATIVE TOTALS	2018 MONTHLY CUMULATIVE TOTALS	
# PERMITS	REVENUE	
124	\$ 23,820	JAN
147	\$ 23,931	FEB
138	\$ 25,051	MAR
135	\$ 84,731	APRIL
142	\$ 25,230	MAY
146	\$ 33,130	JUNE
185	\$ 53,255	JULY
171	\$ 35,465	AUG
140	\$ 24,166	SEPT
157	\$ 47,030	OCT
142	\$ 28,614	NOV
105	\$ 26,831	DEC
1,732	431,253	2018

AGREEMENT TO AMEND

This Agreement to Amend ("Agreement") is made as of December ____, 2018 (the "Effective Date"), by and between **RIVER REACH PARTNERS, LLC**, a Delaware limited liability company, with offices at 5555 DTC Parkway, Suite A-3000, Greenwood Village, Colorado 80111 ("River Reach") and the **CITY OF PARCHMENT, MICHIGAN**, a Michigan home rule city, with offices at 650 South Riverview Drive, Parchment, Michigan 49004 (the "City"). River Reach and the City are sometimes referred to in this Agreement collectively as the "Parties" or individually as a "Party".

BACKGROUND:

River Reach and the City are parties to a Redevelopment and Purchase Agreement dated December 2, 2008, as amended by a First Amendment to Redevelopment and Purchase Agreement dated as of December 15, 2008, and as further amended by a Second Amendment to Redevelopment and Purchase Agreement dated December 21, 2009 (as so amended, the "Development Agreement"). River Reach and the City are also parties along with the City of Parchment Brownfield Redevelopment Authority (the "BRA") to a Brownfield Reimbursement Agreement dated September 8, 2009 (the "BRA Agreement").

Pursuant to the terms of the Development Agreement and the BRA Agreement, River Reach acquired certain property from the City known between the parties as the "Crown Vantage Paper Mill Site" as legally and more particularly described in the Development Agreement (the "Property"), and agreed to demolish the existing structures and install certain improvements, all as set forth in the Development Agreement and BRA Agreement (the "Project"). The Development Agreement, the BRA Agreement and other ancillary agreements and understandings between River Reach and the City regarding the Project are sometimes hereinafter referred to as the "Project Agreements".

Subsequent to acquiring the Property from the City, River Reach sold a portion of the Property to [Lewis C. Howard] (the "LC Howard Property").

The Project has not been progressing as planned by the Parties, and the Parties are presently discussing appropriate agreements and next steps regarding the Property, the Project, and the Project Agreements. Separately, a third-party – 100 Island, LLC, a Michigan limited liability company ("Purchaser") – has shown interest in acquiring a portion of the LC Howard Property. The portion of the LC Howard Property which the Purchaser is interested in acquiring is more particularly depicted on Exhibit A attached hereto (the "Purchaser Parcel"). The Purchaser is unwilling to consummate the acquisition of the Purchaser Parcel unless and until the City and River Reach terminate the Project Agreements as to the Purchaser Parcel and the City waives and releases any and all past, present and future rights and remedies the City possesses under the Project Agreements as to the Purchaser Parcel only, including without limitation the City's right to cause the reconveyance of the Purchaser Parcel (any and all such remedies being collectively referred to herein as the "Project Agreement Remedies").

Pursuant to the terms of the Project Agreements, River Reach is entitled to be reimbursed through tax increment financing for certain "Eligible Activities" and "Eligible Costs" that take place on the Property (including the LC Howard Property and the Purchaser Parcel), all as set forth in the BRA Agreement and the other Project Agreements (the "TIF Benefits"). The Purchaser is unwilling to consummate the acquisition of the Purchaser Parcel unless and until Purchaser can also capture the TIF Benefits that relate to the Purchaser Parcel.

In order to induce the Purchaser to consummate the acquisition of the Purchaser Parcel: (i) the City and River Reach are willing to terminate the Project Agreements as to the Purchaser Parcel, and the City is willing to waive and release all past, present and future Project Agreement Remedies as to Purchaser and the Purchaser Parcel; (ii) River Reach is willing to waive, relinquish and release all TIF Benefits held by River Reach relative to the Purchaser Parcel; (iii) the City is willing to cause and/or allow, as applicable, the BRA or another brownfield authority to enter into a new Brownfield Reimbursement Agreement with Purchaser; and (iv) the City agrees to forbear from enforcing remedies against River Reach under the Project Documents until January 31, 2019 (the "Forbearance Date"), all of the foregoing being subject to and in accordance with the terms of this Agreement.

AGREEMENT:

Accordingly, in consideration of the forgoing premises and for other good and valuable consideration, and intending to be legally bound, the Parties agree as follows:

1. Agreement to Amend. The Parties agree to amend the Project Agreements such that River Reach shall waive, relinquish and release all TIF Benefits held by River Reach relative to the Purchaser Parcel, such that the City, the BRA or another brownfield authority may enter into a new Brownfield Reimbursement Agreement with Purchaser so as to allow Purchaser to recognize and receive the TIF Benefits from the Purchaser Parcel. The Parties understand and agree that any such amendments must be entered into on or before the Forbearance Date. The date upon which the Parties execute the amendments to the Project Agreements as contemplated by this Agreement shall be referred to herein as the "TIF Release Date".
2. Waiver of Project Agreement Remedies. From and after the Effective Date hereof until the Forbearance Date, the City covenants and agrees that it shall not exercise any Project Agreement Remedies as to the Purchaser Parcel. Further, effective as of the TIF Release Date, the City and River Reach hereby terminate the Project Agreements in their entirety as to the Purchaser Property, and the City waives and releases any and all Project Agreement Remedies as to the Purchaser and Purchaser Parcel, including without limitation the City's right to cause the reconveyance of the Purchaser Parcel to the City, it being understood that the City reserves for itself all other remedies against River Reach arising under the Project Documents (as they may be amended as of the TIF Release Date) and otherwise relative to affected property outside of the Purchaser Parcel. Each of the Parties hereby represents and warrants to Purchaser that neither the City, nor to their best knowledge, the BRA, holds any purchase, recapture, clawback, reverter or similar

contractual rights to dispossess, cloud or defease Purchaser's title to the Purchaser Parcel, except for the Project Agreement Remedies. Each of the Parties hereby expressly agrees and acknowledges that if the Purchaser acquires the Purchaser Parcel, it will be doing so free and clear of any duties, obligations or liabilities under the Project Agreements.

3. Agreement to Forbear. Without limiting the provisions of Section 2 above, the City also agrees to forbear from exercising any of its Project Agreement Remedies against River Reach until the Forbearance Date. If River Reach breaches its obligation to amend the Project Agreements on or before the Forbearance Date then the City, in addition to all other remedies that it might have, shall not be obligated to forbear from enforcing remedies against River Reach under the Project Agreements but the City shall remain bound by the covenants, waivers and releases as set forth in Section 2 with respect to Purchaser and the Purchaser Parcel.
4. Miscellaneous. This Agreement: Shall be legally binding on the Parties; may be executed in one or more counterparts; along with the Project Agreements, constitutes the entire agreement of the Parties with respect to its subject matter; may only be amended by a further writing signed by both Parties that specifically references this Agreement and is expressly consented to by Purchaser; and shall be governed by the internal laws of the State of Michigan without regard to principles of conflicts of laws. Purchaser and Purchaser's successors, assigns and affiliates are expressly intended third-party beneficiaries of this Agreement. Any dispute regarding this Agreement shall be resolved solely by legal action brought exclusively in the State or Federal courts sitting in Kalamazoo County, Michigan, and each Party submits to the jurisdiction of such courts, waives any rights to object based on improper venue or inconvenient forum, and agrees that valid service of process may be made by first class U.S. mail to the address for such Party set forth in the preamble of this Agreement.

In witness of their intent to be legally bound by the terms of this Agreement, the Parties have executed this Agreement below by their duly authorized representatives.

CITY OF PARCHMENT

RIVER REACH PARTNERS, LLC

By: _____
Nancy R. Stoddard, City Manager

By: Nicole Christ
Its: _____
Manager

EXHIBIT A

Depiction of the Purchaser's Property

2019 Schedule of Meetings

January 7, 2019	Commission Meeting
January 21, 2019	Commission Meeting
February 4, 2019	Commission Meeting Work Session/Goals Objectives Following meeting
February 18, 2019	Commission Meeting
March 4, 2019	Commission Meeting
March 18, 2019	Commission Meeting
April 1, 2019	Commission Meeting Budget Presentation
April 15, 2019	Commission Meeting Work Session after Meeting
May 6, 2019	Commission Meeting Public Hearing - Budget
May 20, 2019	Commission Meeting Vote on Budget
June 3, 2019	Commission Meeting – City Manager will be absent
June 17, 2019	Commission Meeting
July 15, 2019	Commission Meeting
August 5, 2019	Commission Meeting
August 19, 2019	Commission Meeting
September 3, 2019	Commission Meeting – Tuesday
September 16, 2019	Commission Meeting
October 7, 2019	Commission Meeting
October 21, 2019	Commission Meeting
November 4, 2019	Commission Meeting
November 18, 2019	Commission Meeting
December 2, 2019	Commission Meeting
December 16, 2019	Commission Meeting