

**CITY OF OWOSSO**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**MONDAY, APRIL 15, 2013**  
**7:30 P.M.**

Meeting to be held at City Hall  
301 West Main Street

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF APRIL 1, 2013:**

**ADDRESSING THE CITY COUNCIL**

1. Your comments shall be made during times set aside for that purpose.
2. Stand or raise a hand to indicate that you wish to speak.
3. When recognized, give your name and address and direct your comments and/or questions to any City official in attendance.
4. Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to four (4) minutes duration during the first occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during the last occasion provided for citizen comments and questions and one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

1. Americorps Service Member Introduction. A presentation introducing Lydia Hawthorne as the area's Americorps Community Resource Navigator.
2. Arbor Day Proclamation. A proclamation of the Mayor's Office declaring April 27, 2013 as Arbor Day in the City of Owosso.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

**CONSENT AGENDA**

1. Set Public Hearing - 2013-2014 City Budget. Set required Public Hearing pursuant to Chapter 8 of the City Charter for May 6, 2013 to receive citizen comment regarding proposed 2013-2014 City Budget.

2. Special Assessment District No. 2013-01. Authorize Resolution No. 1 for Special Assessment District No. 2013-01 for Brooks Street from Cleveland Street to the North end for street reconstruction.
3. Special Assessment District No. 2013-02. Authorize Resolution No. 1 for Special Assessment District No. 2013-02 for Chipman Street from Stewart Street to the rail road tracks for street reconstruction.
4. Special Assessment District No. 2013-03. Authorize Resolution No. 1 for Special Assessment District No. 2013-03 for Cleveland Street from Chestnut Street to Carmody Street for street reconstruction.
5. Special Assessment District No. 2013-04. Authorize Resolution No. 1 for Special Assessment District No. 2013-04 for Krust Drive from Dewey Street to North Street for street reconstruction.
6. Special Assessment District No.2013-01. Authorize Resolution No. 2 for Special Assessment District No.2013-01, setting a Public Hearing for Monday, May 6, 2013 to gather citizen comment regarding the necessity of the proposed project for Brooks Street from Cleveland Street to the North end for street reconstruction.
7. Special Assessment District No. 2013-02. Authorize Resolution No. 2 for Special Assessment District No.2013-02, setting a Public Hearing for Monday, May 6, 2013 to gather citizen comment regarding the necessity of the proposed project for Chipman Street from Stewart Street to the rail road tracks for street reconstruction.
8. Special Assessment District No. 2013-03. Authorize Resolution No. 2 for Special Assessment District No.2013-03, setting a Public Hearing for Monday, May 6, 2013 to gather citizen comment regarding the necessity of the proposed project for Cleveland Street from Chestnut Street to Carmody Street for street reconstruction.
9. Special Assessment District No. 2013-04. Authorize Resolution No. 2 for Special Assessment District No.2013-04, setting a Public Hearing for Monday, May 6, 2013 to gather citizen comment regarding the necessity of the proposed project for Krust Drive from Dewey Street to North Street for street reconstruction.
10. Friday Night Car Cruise Permission. Consider waiving the insurance requirement, approving the application of Owosso Main Street for use of Exchange Street from Washington Street to Water Street between 6:00 pm and 9:00 pm on the second Friday of each month from May to October 2013 for a cruise-in, and authorizing Traffic Control Order No. 1287 formalizing the request.
11. Farmers Market Block Party Permission. Consider approving the application of the Downtown Owosso Farmers Market for use of Exchange Street between Ball Street and Washington Street from 3:00 pm to 9:00 pm on Saturday, April 27, 2013 for the Downtown Owosso Farmers Market block party and authorize Traffic Control Order No. 1288 formalizing the request.
12. Farmers Market Permission. Consider approving the application of the Downtown Owosso Farmers Market for use of Exchange Street between Water Street and Park Street from 6:00 am to 2:00 pm on consecutive Saturdays from May 4, 2013 through October 26, 2013 (using Exchange Street from Ball Street to Park Street on June 8, 2013 to accommodate the Curwood Festival) for the 2013 farmer's Market and authorize Traffic Control Order No. 1289 formalizing the request.

13. Flexible Spending Account Terms Adoption. Authorize acceptance of the terms governing the Flexible Spending Accounts available to City employees, with a retroactive effective date of January 1, 2013.
14. Bid Award Extension – Dry Cleaning. Waive bidding irregularities and authorize a one-year extension to the contract with Rubob's Inc./Ruthy's Laundry Center for dry cleaning services for the Public Safety Department in an amount not to exceed \$6,500.00.
15. Warrant No. 462. Accept Warrant No. 462 as follows:

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
CalFirst Leasing Corporation	Annual Payment for HME Tower/Ladder Fire Truck	General	\$121,717.50
Logicalis, Inc	Network Engineering Support February 2013	General	\$ 6,902.00
Brown & Stewart, PC	Professional Services-March 12, 2013 – April 8, 2013	General	\$ 8,273.20
Caledonia Charter Township	Caledonia Utility Fund payment covering the quarter ending March 31, 2013	Water	\$ 16,461.39
Owosso Charter Township	Owosso Charter Township water sales payment covering the quarter ending March 31, 2013	Water	\$ 7,580.10

16. Check Register – March 2013. Affirm check disbursements totaling \$756,583.50 for the month of March 2013.

#### **ITEMS OF BUSINESS**

1. Grant Agreement – CDBG Façade Grant. Consider acceptance of a CDBG grant in the amount of \$270,750.00 to assist in the rehabilitation of 6 downtown facades and authorize appropriate staff members to execute necessary documents.
2. Budget Work Session Date(s). Set the date(s) for desired budget work sessions.
3. Tree Purchase – Emerson Grove. Authorize the purchase of trees from Nash Nursery as a part of the joint effort with the Owosso Public Schools for the refurbishment of the old growth oak grove at Emerson School in the amount of \$7,190.00.
4. Bid Award – Bentley Park Project. Consider approval of a bid award to Oak Construction Company for the Bentley Park Recreation Passport Grant Project in the amount of \$98,000.00, encompassing \$29,300 in grant funds and \$58,700 from the General Fund.

#### **COMMUNICATIONS**

1. Charles P. Rau, Building Official. March 2013 Building Department Report.
2. Charles P. Rau, Building Official. March 2013 Code Violations Report.
3. Kevin D. Lenkart, Public Safety Director. March 2013 Police Department Report.
4. Kevin D. Lenkart, Public Safety Director. March 2013 Fire Department Report.
5. Planning Commission. Minutes of March 25, 2013.
6. Parks & Recreation Commission. Minutes of March 25, 2013.

#### **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, April 29, 2013 – Budget Work Session

Monday, May 06, 2013 – Regular Meeting

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – 2 Alternates, terms expire 06-30-2015 (candidates must possess construction knowledge)

### **ADJOURNMENT**

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing or calling the following: Amy K. Kirkland, City Clerk, 301 West Main Street, Owosso, MI 48867 or at (989) 725-0500. The City of Owosso Website address is [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us).

**OWOSSO CITY COUNCIL**

**APRIL 1, 2013**

**7:30 P.M.**

**PRESIDING OFFICER:** MAYOR BENJAMIN R. FREDERICK

**OPENING PRAYER:** REVERAND RAY STRAWSER  
MEMORIAL HEALTHCARE HOSPICE CHAPLAIN

**PLEDGE OF ALLEGIANCE:** DAVID BANDKAU  
PLANNING COMMISSION MEMBER

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Cindy S. Popovitch,  
Councilpersons Loreen F. Bailey, Thomas B. Cook, Michael J. Erfourth,  
Christopher T. Eveleth and Burton D. Fox.

**ABSENT:** Mayor Pro-Tem Cindy S. Popovitch and Councilperson Loreen F. Bailey.

**APPROVE AGENDA**

Motion by Councilperson Eveleth to approve the agenda with the following changes:

Move Consent Items 1-3 to Items of Business 3-5

1. Historical Commission Home Tour Permission.
2. Curwood Festival Permission.
3. Steps for Courage 5K Run and Competitive Walk Permission.

Add Item of Business 6.

6. Unpaid Utility Charges.

Motion supported by Councilperson Cook and concurred in by unanimous vote.

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 18, 2013**

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of March 18, 2013 as presented.

Motion supported by Councilperson Erfourth and concurred in by unanimous vote.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

**PARKINSON'S AWARENESS MONTH**

Mayor Frederick read aloud the following proclamation of the Mayor's Office declaring April 2013 as Parkinson's Awareness Month in the City of Owosso. Karen Prussner of the local Parkinson's Support Group was on hand to receive the proclamation:

**A PROCLAMATION  
OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN  
PROCLAIMING APRIL 2013 AS  
PARKINSON'S AWARENESS MONTH IN THE CITY OF OWOSSO**

WHEREAS, Parkinson's disease is a chronic, progressive neurological disease that causes motor system disorders; and

WHEREAS, Parkinson's disease affects nearly 35,000 in the State of Michigan and its prevalence continues to rise significantly with increasing age of the Baby Boom generation; and

WHEREAS, a local support group, the Owosso Parkinson's Support Group, has been meeting for over twenty-two years in an effort to provide education, support and fellowship to those affected by this frustrating disease.

NOW, THEREFORE, I, Benjamin R. Frederick, Mayor of the City of Owosso, Michigan, do hereby proclaim the month of April 2013 as Parkinson's Awareness Month in the City of Owosso, Michigan and do hereby encourage all citizens of this community to acknowledge and support the Owosso Parkinson's Support Group and their activities to inform and serve the citizens of our community because their services make a difference.

Proclaimed this 1<sup>st</sup> day of April, 2013.

### **PUBLIC HEARINGS**

None.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, business owner at 118 South Washington Street, inquired how many times a councilperson can be absent before they are removed. He also spoke about his feeling that there was a disconnect between City leadership and residents of the City. He mentioned two occasions in which he felt a board/commission overstepped their authority and created oppressive situations for residents. He said Council was responsible for the actions of board/commission members because they approve their appointments.

Greg Remington, Lytle Road resident, noted his concern that local contractors are not being hired for some of the big construction projects in town, specifically the renovation of the 4<sup>th</sup> floor at the Hospital and the reconstruction of the Lebowsky Center. He inquired whether grant money was involved in the Lebowsky project and how he could find information on the project.

Mike Espich, Parks & Recreation Commission Chairperson, said that as a board member he feels he is in tune with the desires of citizens and listens to what they want. He went on to encourage citizens to attend board/commission meetings and participate in the decision making process. He noted that he had come this evening to show his support for the disc golf project saying the citizens that had spearheaded the project were diligent and dedicated to producing a great course that would be an asset to the community. He recommended Council grant final approval and authorize a matching grant of \$1500 for the project. Lastly, he announced a Plunge for Parks event to be held April 13<sup>th</sup> at Hopkins Lake with the proceeds to benefit the disc golf course.

Mayor Frederick announced the City's Arbor Day festivities saying the City was partnering with the Owosso Public Schools and others to help refurbish the oak grove at Emerson School. Active fund raising for the project is ongoing. A planting event will be Saturday, April 27<sup>th</sup> at 9:30 am at the school and all were encouraged to participate.

There was discussion regarding whether local contractors would be involved in the Lebowsky Center rebuild. Concerned parties were encouraged to obtain the facts prior to making any claims.

Councilperson Eveleth extended his appreciation to the many boards and commissions members in the City, saying they serve without pay and face difficult decisions that are many times predicated by an outside authority.

Mayor Frederick echoed those sentiments and added his own saying boards and commissions members are not chosen because their philosophy is in line with that of Council but because they are thoughtful

and care about the community. He went on to say that he was pleased with the variation in ideas that had been brought forth and debated noting there was give and take and public vetting throughout.

Councilperson Erfourth echoed Councilperson Eveleth's and Mayor Frederick's comments saying the job of boards and commissions members is rather thankless. He said he felt they did their best to do right by the City and they were a great example of democracy in action. He said that all too often public comment is missing in boards and commissions discussions and he encouraged everyone to participate in meetings.

Councilperson Fox noted that the Council takes a lot of abuse on Facebook from information that isn't even factual. He said the Council listens to people when they address the meeting and that airing complaints on Facebook is not the best way to resolve a problem. He encouraged people to attend meetings and participate in the discussion saying that some Facebook posters probably have some great ideas but they would never come to light unless they were communicated to their elected leaders.

### **CITY MANAGER REPORT**

City Manager Crawford gave a brief overview of the Project Status Report for March and proposed an agenda item for the 5<sup>th</sup> Monday meeting to discuss revamping the South Washington Street corridor.

City Manager Crawford presented the Council with the 2013-2014 Proposed Budget. He indicated it had been a challenging document to prepare as property tax revenues continue to fall and state and federal grant funding has dried up. He indicated a desire to examine the following ideas as a part of the budget process: establishing a tax to fund the City's payment to the SEDP, examining funding mechanisms to support the City's historic properties like the Gould House and Curwood Castle, reworking the City's fee structure, considering another bond to support future street reconstruction, and a close examination of storm water issues around town. He proposed possible budget workshop dates for April 22<sup>nd</sup> and 29<sup>th</sup>.

### **CONSENT AGENDA**

Motion by Councilperson Eveleth to approve the Consent Agenda as follows:

Historical Commission Home Tour Permission. This item was moved to Item of Business 3.

Curwood Festival Permission. This item was moved to Item of Business 4.

Steps for Courage 5K Run and Competitive Walk Permission. This item was moved to Item of Business 5.

Warrant No. 461. Accepted Warrant No. 461 as follows:

Vendor	Description	Fund	Amount
Logicalis, Inc.	Network Engineering Support – February 2013	General	\$ 9,996.00

Motion supported by Councilperson Fox.

Roll Call Vote.

AYES: Councilpersons Eveleth, Fox, Cook, Erfourth, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Popovitch and Councilperson Bailey.

## **ITEMS OF BUSINESS**

### **LOT SPLIT AUTHORIZATION – 1310 WEST OLIVER STREET**

While he had no objection to the proposed split Councilperson Cook inquired whether the Council could legally deny a lot split and if not why the Council was addressing the item. City Manager Crawford noted that he was of the opinion the Council could not legally deny a lot split that met all the necessary requirements. He said he thought the current process for approval was a hold-over from a local requirement that no longer was relevant.

Motion by Councilperson Eveleth to authorize the division of a City lot under the Michigan Subdivision Control Act for platted lot commonly known as 1310 West Oliver Street, parcel # 050-537-000-017-00 as follows:

#### **RESOLUTION NO. 24-2013**

##### **LOT SPLIT 1310 WEST OLIVER STREET PARCEL #78-050-537-000-017-00**

WHEREAS, the City of Owosso received a petition from Neil Kraay, on behalf of the Oliver Woods Retirement Village, for a lot split for their property at 1310 West Oliver Street, parcel number 78-050-537-000-017-00, complete with a professional survey and application; and

WHEREAS, Sec. 30-5. Article I, Chapter 30 of the Code of the City of Owosso requires such applications to be approved by the city council; and

WHEREAS, the city building official, assessor, community development director, utilities director, and engineer have all approved the application.

NOW THEREFORE BE IT RESOLVED that the City of Owosso City Council hereby approves the split as illustrated and described by the city assessor in the application dated March 15, 2013, resulting in the creation of a new 2.634 acre vacant parcel having street access on North Chipman Street.

Motion supported by Councilperson Cook.

Roll Call Vote.

AYES: Councilpersons Erfourth, Fox, Cook, Eveleth, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Popovitch and Councilperson Bailey.

### **DISC GOLF COURSE ACCEPTANCE**

Council noted they were in receipt of new specific details for the park.

Councilperson Erfourth indicated he had walked around the site a while back and from what he observed the group was doing a great job to date.

Motion by Councilperson Erfourth to approve acceptance of the donation of a disc golf course as proposed, to be located in part in Rosevear Park, and further approve the commitment of \$1,500 in City funds for the project as follows:

#### **RESOLUTION NO. 25-2013**



## **ROSEVEAR DISC GOLF COURSE DONATION**

WHEREAS, the City of Owosso Parks and Recreation Commission has been approached by a group of citizens that desire to place a disc golf course partially within Rosevear Park; and

WHEREAS, the citizen group is responsible for securing any other property access and political approvals from the appropriate interests; and

WHEREAS, previous action by the parks and recreation commission and city council found that such a use would be a valuable asset to the park, the neighborhood, and the community; and

WHEREAS, the citizen group seeks to raise funds to purchase and install the disc golf course; and

WHEREAS, a specific proposal has been put together for this course in Rosevear Park; and

WHEREAS, such a feature would become property of the city to own, operate, and maintain after installed.

NOW, THEREFORE BE IT RESOLVED THAT the Owosso City Council hereby approves the disc golf course donation and installation as proposed.

BE IT FURTHER RESOLVED that the city council hereby accepts the donation of all assets and permits the parks and recreation commission and/or its partners to solicit funds for this project in accordance with city ordinance and policy.

BE IT FURTHER RESOLVED that the city council hereby affirms the commitment of \$1,500 to this project, to be appropriated from the general fund and accounted for by city staff.

Motion supported by Councilperson Eveleth.

Roll Call Vote.

AYES: Councilpersons Fox, Eveleth, Erfourth, Cook, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Popovitch and Councilperson Bailey.

## **HISTORICAL COMMISSION HOME TOUR PERMISSION** (This item was moved from Consent Agenda.)

Councilperson Cook inquired whether the applications for permission to use City streets and parking lots noted the prohibition on damage of any kind, including prohibiting stakes in the asphalt and painting the asphalt. It was noted that no such language exists on the applications but the change could be made.

Motion by Councilperson Cook to approve waiving the insurance requirement, further approve the application from the Owosso Historical Commission for use of the parking lot on the corner of Curwood Castle Drive and Bradley Street (across from the Shiawassee Arts Council) on September 21<sup>st</sup> and 22<sup>nd</sup> from 9:00 am until 6:00 pm for conduct of the 2013 Home Tour, and authorize Traffic Control Order No. 1284 formalizing the action on the contingent that staff notify the applicant of the prohibition on damage to City property.

Motion supported by Councilperson Eveleth.

Roll Call Vote.

AYES: Councilpersons Fox, Erfourth, Cook, Eveleth, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Popovitch and Councilperson Bailey.

**CURWOOD FESTIVAL PERMISSION** (This item was moved from the Consent Agenda.)

Motion by Councilperson Eveleth to approve the application from the Curwood Festival for use of various parking lots and streets from June 5, 2013 through 6:00 pm June 10, 2013 for conduct of the annual Curwood Festival and authorize Traffic Control Order No. 1285 formalizing the action on the contingent that staff notify the applicant of the prohibition on damage to City property.

Motion supported by Councilperson Cook.

Roll Call Vote.

AYES: Councilpersons Erfourth, Cook, Eveleth, Fox, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Popovitch and Councilperson Bailey.

**STEPS FOR COURAGE 5K RUN AND COMPETITIVE WALK PERMISSION** (This item was moved from the Consent Agenda.)

Motion by Councilperson Eveleth to approve the application of the Memorial Healthcare Auxiliary for use of portions of West King Street, 7<sup>th</sup> Street, Oliver Street, Chipman Street, Center Street, Alturas Drive and Alta Vista Drive from 9:00am to 10:30am on Saturday, April 27, 2013 for the 6<sup>th</sup> Annual Steps for Courage Run and Competitive Walk and authorize Traffic Control Order No. 1286 formalizing the request on the contingent that staff notify the applicant of the prohibition on damage to City property.

Motion supported by Councilperson Erfourth.

Roll Call Vote.

AYES: Councilpersons Fox, Cook, Eveleth, Erfourth, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Popovitch and Councilperson Bailey.

**UNPAID UTILITY CHARGES** (This item was added to the agenda.)

Charter provisions require the Council to authorize the publication of a notice in the newspaper notifying residents with unpaid water and sewer bills that charges left unpaid after April 30<sup>th</sup> will be added to taxes for the parcel that received the service. Authorization for the said notice must be made at the first meeting in April, per the Charter.

Motion by Councilperson Eveleth to authorize the annual notice for the collection of unpaid utility charges and the intent to lien therefore in compliance with Chapter 15, Section 15.4(c) of the Owosso City Charter.

Motion supported by Councilperson Erfourth.

Roll Call Vote.

AYES: Councilpersons Fox, Erfourth, Cook, Eveleth, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Popovitch and Councilperson Bailey.

It was asked whether the City had an obligation to continue to provide water and sewer service to tenants that continually skip out on their utility bills leaving them to the landlord. City Manager Crawford indicated he believed the City had an obligation to continue to provide service.

### **COMMUNICATIONS**

Historical Commission. Minutes of March 11, 2013.

Downtown Historic District Commission. Minutes of March 20, 2013.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, business owner at 118 South Washington Street, asked why the City spent significant money demolishing the house at 1064 Tracy Street if someone had expressed interest in purchasing it. He went on to say that Council is responsible for the membership of boards and commissions because they approve the appointments. He said that the membership of the Planning Commission wasn't representative of the community because only one member of the Commission lived south of M-21. Lastly he thanked all those that serve on boards and commissions for the right reasons.

Mike Tillotson, 1299 South Shiawassee Street, commented that anyone that wants a position on Council could run and get elected, saying those that have a problem with local government should put their hat in the ring. He also spoke briefly about bid awards saying that bids are awarded to the firm submitting the lowest bid not necessarily the firm utilizing the most local contractors.

David Bandkau, Planning Commission Member, invited everyone to attend the next meeting of the Commission as they would be discussing the ordinance amendments that Council had remanded for reworking. He went on to say that when he accepted his post on the Commission he pledged to represent all the people in Owosso, to work for the betterment of the City and not necessarily to fulfill his own agenda. He said serving has been a great learning experience. He switched topics and asked what efforts local contractors were making to advertise themselves. He said that his church is taking on a large project and would like to work with local contractors but didn't know any. He encouraged local contractors to try and reach out to make themselves known.

Councilperson Fox inquired whether there had been any changes on the dog license issue with the County. It was noted there was no change.

Mayor Frederick said he liked the City-wide model used to elect Council members and appoint board members as he didn't want to move toward dividing the City into neighborhoods but hoped that the City would continue to function as a whole. He went on to say that he didn't feel it appropriate to vet the individual ideologies of potential board members as all points of view are valuable and he didn't feel it was healthy for only one viewpoint to be represented. He said that it was sometimes a struggle to find residents willing to take on the responsibilities of board membership because of the stresses of everyday life. He said he was simply looking for people that were willing to make the time commitment and contribute to the discussion.

City Manager Crawford introduced intern Susan Montenegro. Ms. Montenegro is a student at the U of M Flint pursuing a master's degree in public administration with hopes of one day becoming a City Manager.

**NEXT MEETING**

Monday, April 15, 2013

**BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – 2 Alternates, terms expire 06-30-2015 (candidates must possess construction knowledge)

**ADJOURNMENT**

Motion by Councilperson Eveleth for adjournment at 8:44 p.m.

Motion supported by Councilperson Cook and concurred in by unanimous vote.

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk

Special Assessment Resolution No. 1 for Brooks Street

Special Assessment District No. 2013-01 Brooks Street from Cleveland Street to the North end

**RESOLUTION NO. \_\_\_\_**

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Brooks Street from Cleveland Street to the North end  
Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.

Special Assessment Resolution No. 1 for Chipman Street

Special Assessment District No. 2013-02 Chipman Street from Stewart Street to rail road

**RESOLUTION NO. \_\_\_\_**

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Chipman Street from Stewart Street to rail road  
Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.

Special Assessment Resolution No. 1 for Cleveland Street

Special Assessment District No. 2013-03 Cleveland Street from Chestnut Street to Carmody Street

**RESOLUTION NO. \_\_\_\_**

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Cleveland Street from Chestnut Street to Carmody Street  
Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.

Special Assessment Resolution No. 1 for Krust Drive

Special Assessment District No. 2013-04 Krust Drive from Dewey Street to North Street

**RESOLUTION NO. \_\_\_\_**

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Krust Drive from Dewey Street to North Street  
Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.

Special Assessment Resolution No. 2 for Brooks Street

Special Assessment District No. 2013-01 Brooks Street from Cleveland Street to the North end

**RESOLUTION NO. \_\_\_\_**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Brooks Street from Cleveland Street to the North end  
Street Reconstruction**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth is necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$60,838.95 and determines that \$30,670.88 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$30,168.07 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, May 6, 2013 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Brooks Street from Cleveland Street to the North end**

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Reconstruction.**

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, May 6, 2013 for the purpose of hearing any person to be affected by the proposed public improvement.



Special Assessment Resolution No. 2 for Chipman Street

Special Assessment District No. 2013-02 Chipman Street from Stewart Street to rail road

**RESOLUTION NO. \_\_\_\_**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Chipman Street from Stewart Street to rail road  
Street Reconstruction**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth is necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$186,884.81 and determines that \$74,753.24 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$112,131.57 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, May 6, 2013 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Chipman Street from Stewart Street to rail road**

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Reconstruction.**

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, May 6, 2013 for the purpose of hearing any person to be affected by the proposed public improvement.

Special Assessment Resolution No. 2 for Cleveland Street

Special Assessment District No. 2013-03      Cleveland Street from Chestnut Street to Carmody Street

**RESOLUTION NO. \_\_\_\_**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Cleveland Street from Chestnut Street to Carmody Street  
Street Reconstruction**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth is necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$199,242.92 and determines that \$100,444.78 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$98,798.14 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, May 6, 2013 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Cleveland Street from Chestnut Street to Carmody Street**

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Reconstruction.**

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, May 6, 2013 for the purpose of hearing any person to be affected by the proposed public improvement.

Special Assessment Resolution No. 2 for Krust Drive

Special Assessment District No. 2013-04      Krust Drive from Dewey Street to North Street

**RESOLUTION NO. \_\_\_\_**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Krust Drive from Dewey Street to North Street  
Street Reconstruction**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth is necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$271,675.52 and determines that \$136,960.39 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$134,715.13 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, May 6, 2013 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Krust Drive from Dewey Street to North Street**

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Reconstruction.**

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, May 6, 2013 for the purpose of hearing any person to be affected by the proposed public improvement.



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---

# ***MEMORANDUM***

---

DATE: April 5, 2013

TO: City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: Traffic Control Order # 1287

---

Owosso Main Street proposes the use of Exchange Street between Washington and Water Streets for a Car Cruise on six Friday nights from 6:00 pm. to 9:00pm. May 10, 2013, June 14, 2013, July 12, 2013, August 9, 2013, September 13, 2013 and Oct 11, 2013.

The Public Safety Department has issued Traffic Control Order No. 1287 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. The applicant requests the insurance requirement be waived as this is a City sponsored event.

**CITY OF OWOSSO**

**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.	DATE	TIME
1287	04/5/13	1:45 PM

**REQUESTED BY**

Kevin Lenkart – Director of Public Safety

**TYPE OF CONTROL**

Closure of Exchange Street between Washington and Water Streets between 6:00 PM and 9:00 PM on 5/10/13, 6/14/13, 7/12/13, 8/9/13, 9/13/13, 10/11/13.

**LOCATION OF CONTROL**

Exchange street between Washington and Water

APPROVED BY COUNCIL \_\_\_\_\_ 20 \_\_\_\_\_

**REMARKS**





## APPLICATION FOR USE OF PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0528

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group: Owosso Main Street Date: March 25, 2013

Primary Contact Person

Name: Heather Rivard / Bill Young

Title: Owosso Main Street Manager / Friday Car Cruise Organizer

Address: 301 W Main St Owosso MI 48867

Phone: 989-494-3344 / 810-280-2951

Requested Date(s): 5/10/13, 6/14/13, 7/12/13,  
8/9/13, 9/13/13, 10/11/13

Requested Hours: 6:00 pm - 9:00 pm

Area Requested (Parking Lot - Parade Route): Exchange between Washington & Water

Detailed description of the use for which the request is made: Car Cruise, people will drive in with their classic cars

and spend a few hours downtown, there will also be a 50/50 drawing and door prizes

- ☒ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☒ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐

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

Traffic Control Order Number \_\_\_\_\_

CC: DDA - Director  
WCLA - Chairperson

### Owosso Friday Night Cruise In Rules

The following rules are in place to help ensure your visit with us is both safe and enjoyable. If you have any questions, feel free to contact us at [downtownowosso@gmail.com](mailto:downtownowosso@gmail.com).

#### **Rule #1, Have Fun!**

- 1) Show vehicles will enter and be parked in the order they have lined up outside the Entrance gates. Once inside, please park where directed by the Owosso Friday Night Cruise In Parking Teams. You may exit and re-enter at any time.
- 2) Absolutely no burnouts, displays of speed or power are allowed inside the Show & Shine area. Violators will be asked to leave immediately. We have large crowds in the streets and many are children. Stay safe!
- 3) No reserving parking spots or entry from any point other than either the Entry Gates.
- 4) No alcoholic beverages or vulgar behavior allowed. This is a family event.
- 5) All pets must be kept on leashes throughout the cruise area.
- 6) Be respectful of cars and their owners. Don't lean on or touch the showcars & trucks!



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---

# ***MEMORANDUM***

---

DATE: April 8, 2013  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: Traffic Control Order # 1288

---

The Downtown Owosso Farmers Market proposes the use of Exchange Street between Ball and Washington Streets on April 27<sup>th</sup>, 2013 from 3:00 PM to 9:00 PM for the Downtown Owosso Farmers Market block party.

The Public Safety Department has issued Traffic Control Order No. 1288 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Required insurance certificate has been submitted to the City of Owosso.

**CITY OF OWOSSO**

**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.	DATE	TIME
1288	04/9/13	2:00 PM

**REQUESTED BY**

Kevin Lenkart – Director of Public Safety

**TYPE OF CONTROL**

Closure of Exchange Street between Ball and Washington Streets on April 27, 2013  
from 3:00 PM to 9:00 PM

**LOCATION OF CONTROL**

Exchange Street Between Ball and Washington Streets.

APPROVED BY COUNCIL \_\_\_\_\_ 20 \_\_\_\_\_

**REMARKS**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
04/08/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Advanced Insurance Markets, LTD 1969 Cedar St Holt MI 48842	CONTACT NAME:		
		PHONE (A/C, No, Ext):	517 699 0467	FAX (A/C, No):
INSURED	Downtown Owosso Farmers Market 200 N Water St Owosso MI 48867	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Westfield Insurance Company		
		INSURER B :		
		INSURER C :		
		INSURER D :		
INSURER E :				
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CAG0370143	04/08/2013	04/08/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Owosso 301 W Main St Owosso MI 48867	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Jack Bradow</i>

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# ***MEMORANDUM***

---

DATE: April 8, 2013  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: Traffic Control Order # 1289

---

The Downtown Owosso Farmers Market proposes the use of Exchange Street between Water and Park Street, (with thru traffic at Washington St) on consecutive Saturday's from May 4<sup>th</sup>, 2013 thru October 26<sup>th</sup>, 2013 from 6:00 AM to 2:00 PM for the Owosso Farmers Market.

On June 8<sup>th</sup>, 2013, to accommodate the Curwood Festival, the Market will occupy Exchange Street between Ball Street and Park Street.

The Public Safety Department has issued Traffic Control Order No. 1289 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Required insurance certificate has been submitted to the City of Owosso.

**CITY OF OWOSSO**

**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.	DATE	TIME
1289	04/9/13	2:15 PM

**REQUESTED BY**

Kevin Lenkart – Director of Public Safety

**TYPE OF CONTROL**

Closure of Exchange Street between Water Street and Park Street (with thru traffic at Washington Street) on consecutive Saturdays from May 4, 2013 thru October 26, 2013 from 6:00 AM to 2:00 PM for the Owosso Farmers Market

June 8, 2013, to accommodate Curwood Festival, the Market will occupy Exchange Street between Ball Street and Park Street.

Dedicated Parking for Downtown Patrons Only:

Ball Street from Main to Mason

West side of Washington from Main to Exchange

15 Minute Parking:

2 spots on west side of Ball Street between Main and Exchange

**LOCATION OF CONTROL**

Closure of Exchange Street between Water Street and Park Street (with thru traffic at Washington Street).

Ball Street between Main and Mason Streets

West side of Washington between Main and Exchange Streets

APPROVED BY COUNCIL \_\_\_\_\_ 20 \_\_\_\_\_

**REMARKS**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
04/08/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Advanced Insurance Markets, LTD 1969 Cedar St Holt MI 48842	CONTACT NAME:		
		PHONE (A/C, No, Ext):	517 699 0467	FAX (A/C, No):
INSURED	Downtown Owosso Farmers Market 200 N Water St Owosso MI 48867	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Westfield Insurance Company		
		INSURER B :		
		INSURER C :		
		INSURER D :		
INSURER E :				
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			CAG0370143	04/08/2013	04/08/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	DED		RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			N / A			WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Owosso 301 W Main St Owosso MI 48867	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Jack Bradow</i>

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# ***MEMORANDUM***

---

DATE: April 8, 2013

TO: City Council

FROM: Jessica B. Unangst, Director of HR & Administrative Services

RE: City of Owosso Flexible Spending Plan

---

Attached is an updated Plan Document and Summary Plan Description for the City of Owosso's Flexible Spending Plan. Over the past four years we have utilized Employee Benefit Concepts (EBC) to administer our flexible spending account (FSA) plans (both health and dependent care). I have reviewed both documents and have worked with EBC to update the language as it relates to the City of Owosso. These documents are updated on an annual basis, but given the delay in the fiscal cliff, the requirements were delayed. EBC also cannot prepare a document prior to the start of the plan year. Our previous year's document is on file and will govern the plan until the new document has been signed and published. I recommend approval and authorization of the Flexible Spending Plan.

## **RESOLUTION ADOPTING THE CITY OF OWOSSO FLEXIBLE SPENDING PLAN**

WHEREAS, the city of Owosso, a Michigan municipal corporation, provides a cafeteria plan for its employees;

WHEREAS, under the tax laws of the United States of America the city council must adopt a resolution for the calendar year effective January 1, 2013 and subsequent years;

NOW THEREFORE, the city council of the city of Owosso, Michigan (the employer) resolves:

- FIRST: that the form of Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2013 presented and attached is approved and adopted and that the duly authorized agents of the city are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.
- SECOND: that the Administrator is instructed to take such actions that they deem necessary and proper to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.
- THIRD: that the duly authorized agent of the employer (the human resources director) shall act as soon as possible to notify city employees of the Cafeteria Plan's adoption by delivering to each employee a copy of the attached *Summary Plan Description*, which is hereby approved.
- FOURTH: the undersigned certifies that attached as Exhibits A and B, respectively, are true copies of the *City of Owosso Flexible Spending Plan* and the *Summary Plan Description* approved and adopted in this resolution.
- FIFTH: that all prior resolutions and documents for the *City of Owosso Flexible Spending Plan* are rescinded as of January 1, 2013.

Passed and approved by the city council of the city of Owosso, Michigan this \_\_\_\_ day of April 2013.

Attachment A

**PLAN DOCUMENT**

**FOR**

---

**CITY OF OWOSSO**

**FLEXIBLE SPENDING PLAN**

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**PLAN EFFECTIVE DATE:  
JANUARY 1, 2013**

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# CITY OF OWOSSO FLEXIBLE SPENDING PLAN

## INTRODUCTION

The Employer has adopted this Plan effective January 1, 2013, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as City of Owosso Flexible Spending Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

## ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under the self-funded plan for purposes of that plan or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan.

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Insurance Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means January 1, 2013.

1.9 **"Election Period"** means the period established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Owosso and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Affiliated Employer.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.14 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the 75<sup>th</sup> day after the end of such Plan Year, during which medical expenses and employment-related dependent care expenses incurred by a participant will be deemed to have been incurred during such Plan Year.

1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit Option.



1.16 **"Insurer"** means any insurance company that underwrites a Benefit Option under this Plan or, with respect to any self-funded benefits, the Employer.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31 of the same year. The Plan Year shall be the coverage period for the Benefit Options provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured or self-funded Benefit Option is elected, sub-accounts shall be established for each type of insured or self-funded Benefit Options.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means "spouse" as defined in the self-funded plan for purposes of that plan, "spouse" as defined by the Insurance Contract or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

## **ARTICLE II PARTICIPATION**

### **2.1 ELIGIBILITY**

Any Eligible Employee shall be eligible to participate hereunder the first day following completion of a 30 day waiting period, the provisions of which are specifically incorporated herein by reference.

## 2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1, the provisions of which are specifically incorporated herein by reference.

## 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded Benefit Options under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

## 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

## 2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the

Plan Year, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.13 of the Plan.

## **2.6 DEATH**

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

## **ARTICLE III CONTRIBUTIONS TO THE PLAN**

### **3.1 SALARY REDIRECTION**

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefit Options that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

### **3.2 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the benefits elected by the affected Participants. Any

contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

### **3.3 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

## **ARTICLE IV BENEFITS**

### **4.1 BENEFIT OPTIONS**

Options: Each Participant may elect any one or more of the following optional Benefit Options:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefit Options unless the Participant elects not to receive such benefits:

- (3) Health Insurance Benefit
- (4) Other Insurance Benefit

### **4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

### **4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

### **4.4 HEALTH INSURANCE BENEFIT**

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit Option.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

#### 4.5 OTHER INSURANCE BENEFIT

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.6 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefit Options in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefit Options, it shall be done in the following manner. First, the non-taxable Benefit Options of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefit Options for the Plan Year shall have his non-taxable Benefit Options reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefit Options equals the non-taxable Benefit Options of the affected Participant who has the second highest amount of non-taxable Benefit Options. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among self-funded Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any

administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

## **ARTICLE V PARTICIPANT ELECTIONS**

### **5.1 INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### **5.2 SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit Options he wishes to select. Any such election shall be effective for any benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefit Options under the Plan during the Election Period;
- (b) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### **5.3 FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such benefits.

With regard to Benefit Options available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

### **5.4 CHANGE IN STATUS**

- (a) **Change in status defined.** Any Participant may change a benefit election after the Plan Year (to which such election relates) has commenced and

make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit Option provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit Option. Alternatively, if



the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit Option is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit Option and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

## **ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT**

### **6.1 ESTABLISHMENT OF PLAN**

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### **6.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

Effective January 1, 2011, a Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### **6.3 FORFEITURES**

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

### **6.4 LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2500.00. The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$60.00.

### **6.5 NONDISCRIMINATION REQUIREMENTS**

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or benefits, it shall be done in the following manner. First, the Benefit Options designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized

to provide benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

## **6.6 COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## **6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS**

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a

Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. If a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

## **6.8 DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## **6.9 QUALIFIED RESERVIST DISTRIBUTIONS**

(a) **Qualified Reservist Distribution.** A Participant may request a Qualified Reservist Distribution, provided the following provisions are satisfied. "Qualified Reservist Distribution" means any distribution to a Participant of all or a portion of the balance in the Participant's Health Flexible Spending Account if:

- (1) Such Participant was an individual who was (by reason of being a member of a reserve component (as defined in Section 101 of Title 37, United States Code)) ordered or called to active duty for a period of 180 days or more or for an indefinite period.
- (2) A Participant may have been called prior to June 18, 2008, provided the individual's active duty continues after June 18, 2008 and the period of duty complies with subsection (a).
- (3) The distribution is made during the period beginning on the date of the order or call that applies to the Participant and ending on the last day of the Plan Year which includes the date of such order or call.
- (4) The Qualified Reservist Distribution option is offered to all Participants who qualify under this Article.
- (5) Qualified Reservist Distributions may only be made if the Participant is ordered or called to active duty, not the Participant's spouse or dependents.
- (6) Under Section 101 of the Title 37 of the United States Code, "reserve component" means: (1) the Army National Guard, (2) the Army Reserve, (3) the Navy Reserve, (4) the Marine Corps Reserve, (5) the Air National Guard, (6) the Air Force Reserve, (7) the Coast Guard Reserve, or (8) the Reserve Corps of the Public Health Service.

(b) **Conditions:** The following conditions apply:

(1) The Employer must receive a copy of the order or call to active duty and may rely on the order or call to determine the period that the Participant has been ordered or called to duty.

(2) Eligibility for a Qualified Reservist Distribution is not affected if the order or call is for 180 days or more or is indefinite, but the actual period of active duty is less than 180 days or is changed otherwise from the order or call.

(3) If the original order is less than 180 days, then no Qualified Reservist Distribution is allowed. However, if subsequent calls or orders increase the total days of active duty to 180 or more, then a Qualified Reservist Distribution will be allowed.

(c) **Amount:** The amount a Participant may be reimbursed from the Health Flexible Spending Account is the amount contributed by the Participant to the Health Flexible Spending Account as of the date of the distribution request, less any reimbursements received as of the date of the distribution request.

(d) **Procedure.** The Employer must specify a process for requesting the distribution. The Employer may limit the number of distributions processed for a Participant to 12 per Plan Year. The distribution request must be made on or after the call or order and before the last day of the Plan Year. The QRD shall be paid within a reasonable time but in no event more than 60 days after the date of the request.

(e) **Claims.** Claims incurred prior to the date of the request of the distribution shall be paid as any other claim. Claims incurred after the date of the distribution shall not be paid and the Participant's right to submit a claim shall be terminated as of the date of the distribution request.

## **ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

### **7.1 ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### **7.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which

Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or



(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### **7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

### **7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

### **7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### **7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

### **7.7 ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

### **7.8 FORFEITURES**

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

### **7.9 LIMITATION ON PAYMENTS**

(a) **Plan limits.** Notwithstanding any provision contained in this Dependent Care Flexible Spending Account to the contrary, the following limits apply in addition to the Code limits. The minimum amount that may be allocated

to the Dependent Care Flexible Spending Account by a Participant in or on account of any Plan Year is \$60.00.

(b) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

## 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or benefits, it shall be done in the following manner. First, the Benefit Options designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## **7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

### 7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## **ARTICLE VIII ERISA PROVISIONS**

### **8.1 CLAIM FOR BENEFITS**

(a) **Insurance claims.** Any claim for benefits underwritten by the self-funded plan shall be made to the Employer. If the Employer denies any claim, the Participant or beneficiary shall follow the Employer's claims review procedure.

(b) **Dependent Care Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account Benefits shall be made to the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

(1) specific references to the pertinent Plan provisions on which the denial is based;

(2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and

(3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

(1) request a review upon written notice to the Administrator;

(2) review pertinent documents; and

(3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of

the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Health FSA claims.** If a Participant fails to submit a claim under the Health Flexible Spending Account within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If a Participant terminates employment during the Plan Year, claims for the reimbursement must be submitted within 90 days after termination of employment. Once a claim is submitted, the following timetable for claims and rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the Claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review.
- (5) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The

Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the claim determination;
- (2) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

(f) **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

## **8.2 APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

## **8.3 NAMED FIDUCIARY**

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

## **8.4 GENERAL FIDUCIARY RESPONSIBILITIES**

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- (a) for the exclusive purpose of providing benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

## **8.5 NONASSIGNABILITY OF RIGHTS**

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

# **ARTICLE IX ADMINISTRATION**

## **9.1 PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.



If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Act, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and

(i) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## **9.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## **9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

## **9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

## **9.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

## **ARTICLE X AMENDMENT OR TERMINATION OF PLAN**

### **10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

### **10.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

## **ARTICLE XI MISCELLANEOUS**

### **11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

### **11.2 GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

### **11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

### **11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

## **11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

## **11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

## **11.7 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

## **11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

## **11.9 FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit Option, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

## **11.10 GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Michigan.

## **11.11 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

## **11.12 CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

## **11.13 CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

## **11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

## **11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

## **11.16 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

## **11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### **11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the

confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

#### **11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

#### **11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

#### **11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

#### **11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.



IN WITNESS WHEREOF, this Plan document is hereby executed this  
\_\_\_\_\_ day of \_\_\_\_\_.

CITY OF OWOSSO

\_\_\_\_\_

By \_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
WITNESSES AS TO EMPLOYER

# **Attachment B**

## **SUMMARY PLAN DESCRIPTION**

**FOR**

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**CITY OF OWOSSO**

**FLEXIBLE SPENDING PLAN**

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**PLAN EFFECTIVE DATE:  
JANUARY 1, 2013**

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## **XI** **SUMMARY**

# **CITY OF OWOSSO FLEXIBLE SPENDING PLAN**

## **INTRODUCTION**

We are pleased to announce that we have established a "Flexible Benefit Plan" for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under this Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to Federal laws, such as the Internal Revenue Code and other Federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

## **I ELIGIBILITY**

### **1. When can I become a participant in the Plan?**

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

### **2. What are the eligibility requirements for our Plan?**

You will be eligible to join the Plan once you have completed 30 consecutive days of employment.

**3. When is my entry date?**

You can join the Plan on the day the eligibility requirements are met.

**4. What must I do to enroll in the Plan?**

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

## **II OPERATION**

**1. How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

## **III CONTRIBUTIONS**

**1. How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

**2. What happens to contributions made to the Plan?**

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

### **3. When must I decide which accounts I want to use?**

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

### **4. When is the election period for our Plan?**

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

### **5. May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.



If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

## **6. May I make new elections in future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured or self-funded benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

## **IV BENEFITS**

### **1. What benefits are offered under the Plan?**

Under our Plan, you can choose to receive your entire compensation or use a portion to pay for the following benefits or expenses during the year.

### **2. Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents. Drug costs, including insulin, may be reimbursed.

You may only be reimbursed for "over the counter" drugs if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2500.00. The minimum amount that you may contribute to the Health Flexible Spending Account each Plan Year is \$60.00. In order to be reimbursed for a health care expense, you must submit an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

### **3. Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Each Plan Year, the minimum amount you may contribute to the Dependent Care Flexible Spending Account is \$60.00. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

#### **4. Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our self-funded medical plan.
- Other insurance premiums

Under our Plan, we will establish sub-accounts for you for each different type of coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any contracts providing benefits described above. Also, your coverage will end when you leave employment, are no longer eligible under the terms of any coverage, or when coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

### **V BENEFIT PAYMENTS**

#### **1. When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is

performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. The provisions of the insurance contracts will control what benefits will be paid and when. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

## **2. What happens if I don't spend all Plan contributions during the Plan Year?**

Any monies left at the end of the Plan Year will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

## **3. Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

## **4. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

## **5. What happens if I terminate employment?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses for the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.
- (c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

## **6. Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

## **7. Qualified Reservist Distributions**

If you are a member of a reserve unit and if you are ordered or called to active duty, then you may request a Qualified Reservist Distribution (QRD). A Qualified Reservist Distribution is a distribution of all or a portion of the amounts remaining in your Health Flexible Spending Account. You can only request this distribution if you are called to active duty for a period of 180 days or more or for an indefinite period. The distribution must be made during the period beginning on the date of the call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of the call.

You can receive the amount you have actually contributed minus any reimbursements you have already received (or are in process). The amount you request may be adjusted if needed to conform with your actual account balance. You must request the QRD before the last day of the Plan Year. Any claims that you submit after the date you request the QRD will not be processed. You can only request 12 QRDs for a Plan Year.

# **VI HIGHLY COMPENSATED AND KEY EMPLOYEES**

## **1. Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by

the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

## **VII PLAN ACCOUNTING**

### **1. Periodic Statements**

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

## **VIII GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

### **1. General Plan Information**

City of Owosso Flexible Spending Plan is the name of the Plan.

Your Employer has assigned Plan Number 510 to your Plan.

The provisions of the Plan become effective on January 1, 2013, which is called the Effective Date of the Plan.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31 of the same year.

### **2. Employer Information**

Your Employer's name, address, and identification number are:

City of Owosso  
301 West Main Street  
Owosso, MI 48867  
38-6004723

### **3. Plan Administrator Information**

The name, address and business telephone number of your Plan's Administrator are:

Director of Human Resources  
City of Owosso  
301 West Main Street  
Owosso, MI 48867  
(989) 725-0552

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

### **4. Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:

City of Owosso  
301 West Main Street  
Owosso, MI 48867

### **5. Type of Administration**

The type of Administration is Employer Administration.

### **6. Claims Submission**

Claims for expenses should be submitted to:

Employee Benefit Concepts, Inc a Group Resources® Company  
P.O. Box 2365  
Farmington Hills, MI 48333

## **IX ADDITIONAL PLAN INFORMATION**

### **1. Your Rights Under ERISA**

Plan Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. These laws provide that Participants, eligible employees and all other employees are entitled to:

- (a) examine, without charge, at the Administrator's office, all Plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor,

and available at the Public Disclosure Room of the Employee Benefits Security Administration;

(b) obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may charge a reasonable fee for the copies;

(c) continue health coverage for a Participant, Spouse, or other dependents if there is a loss of coverage under the Plan as a result of a qualifying event. Employees or dependents may have to pay for such coverage; and

(d) review this summary plan description and the documents governing the plan on the rules governing COBRA continuation rights.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the best interest of you and other Plan Participants.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA) or if you need assistance in obtaining documents from the Administrator, you should contact either the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit the EBSA website at [www.dol.gov/ebsa/](http://www.dol.gov/ebsa/). (Addresses and phone numbers of Regional and



District EBSA Offices are available through EBSA's website.) You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **2. Claims Process**

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. If you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 90 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

Claims that are insured or self-funded will be handled in accordance with procedures contained in the insurance policies or contracts. All other general requests should be directed to the Administrator of our Plan. If a dependent care claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

In the case of a claim for medical expenses under the Health Flexible Spending Account, the following timetable for claims applies:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (a) The specific reason or reasons for the denial;

- (b) Reference to the specific Plan provisions on which the denial was based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502 of ERISA following a denial on review;
- (e) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and
- (f) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

- (a) was relied upon in making the claim determination;
- (b) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (c) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (d) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

### **3. Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

## **X**

### **CONTINUATION COVERAGE RIGHTS UNDER COBRA**

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

#### **1. What is COBRA continuation coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

#### **2. Who can become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

### **3. What is a Qualifying Event?**

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of

COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

#### **4. What factors should be considered when determining to elect COBRA continuation coverage?**

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

#### **5. What is the procedure for obtaining COBRA continuation coverage?**

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

#### **6. What is the election period and how long must it last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months

immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at [www.doleta.gov/tradeact](http://www.doleta.gov/tradeact).

**7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

**IMPORTANT:**

**For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.**

**NOTICE PROCEDURES:**

Any notice that you provide must be **in writing**. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Human Resources  
City of Owosso  
301 West Main Street  
Owosso, MI 48867

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

#### **8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

#### **9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

#### **10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.

- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
  - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
  - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

#### **11. What are the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
  - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or



(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

**12. Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

**13. How does a Qualified Beneficiary become entitled to a disability extension?**

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

**14. Does the Plan require payment for COBRA continuation coverage?**

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

**15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

Yes. The Plan is also permitted to allow for payment at other intervals.

## **16. What is Timely Payment for COBRA continuation coverage?**

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

## **17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

## **18. How is my participation in the Health Flexible Spending Account affected?**

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

## **IF YOU HAVE QUESTIONS**

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other

laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## **KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

## **XI SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.



301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX 723-8854

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# ***MEMORANDUM***

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DATE: April 9, 2013  
TO: City Council  
FROM: Kevin Lenkart, Director of Public Safety  
RE: Public Safety Dry Cleaning for FY 2013-14

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Rubob's, Inc./Ruthy's Laundry Center submitted the only bid for the 2-year Dry Cleaning Bid that covered the time period of 7/1/11 through 6/30/2013. Due to the fact that they are the only dry cleaner in town, the city has asked Rubob's, Inc./Ruthy's Laundry Center if they would extend their unit prices through the next fiscal year ending 6/30/14 and they have agreed to do that.

We recommend Council waive bid irregularities and approve extending the 2012-13 prices submitted by Rubob's, Inc./Ruthy's Laundry Center for this service through the end of the 2013-14 fiscal year as listed on the attached document.

**RESOLUTION NO.**

**AUTHORIZING A CHANGE ORDER  
TO THE PURCHASE ORDER FOR  
DRY CLEANING SERVICES  
WITH RUBOB'S, INC./RUTHY'S LAUNDRY CENTER**

WHEREAS, the City Council approved a purchase agreement with Rubob's, Inc./Ruthy's Laundry Center for dry cleaning services on August 1, 2012; and

WHEREAS, as there are no longer any other dry cleaners operating in the City it is prudent to extend the purchase order with Rubob's, Inc./Ruthy's Laundry Center; and

WHEREAS, Rubob's, Inc./Ruthy's Laundry Service has agreed to continue to provide the requested dry cleaning services for the 2013-14 fiscal year at 2012-13 prices, creating the need to amend the original purchase order.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso agrees to extend the purchase order with Rubob's, Inc./Ruthy's Laundry Center for dry cleaning services to cover the 2013-14 fiscal year.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Amendment to the Contract for Services Between the City of Owosso, Rubob's, Inc./Ruthy's Laundry Center, increasing the total by an amount not to exceed \$6,500.00.

THIRD: The above expenses shall be paid from Police Division line item 101-300-741000 and Fire Division line item 101-335-741000

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS 15<sup>th</sup> DAY OF APRIL, 2013.

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

CITY OF OWOSSO

ATTEST:

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk

**AMENDMENT TO THE CONTRACT FOR SERVICES BETWEEN  
THE CITY OF OWOSSO AND  
RUBOB'S, INC./RUTHY'S LAUNDRY CENTER  
FOR DRY CLEANING SERVICES**

THIS AGREEMENT is made on the \_\_\_ day of April, 2013, between the City of Owosso, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and Rubob's, Inc./Ruthy's Laundry Center ("contractor"), a Michigan company, whose address is 740 W. Sycamore Drive, Owosso, MI 48867.

Based upon the mutual promises below, the contractor and the city agree as follows:

**ARTICLE I - Scope of work**

The contractor agrees to provide the services listed in the Offer for Dry Cleaning Bid, as attached, with the noted 2012-13 prices extended to the 2013-14 fiscal year ending June 30, 2014, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

Offer – Dry Cleaning Bid

**ARTICLE II - The Contract Sum**

(A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms in an amount not to exceed six thousand five hundred dollars (\$6,500.00). No additional work shall be performed unless a change order is issued by the city.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

**ARTICLE III – Assignment**

This contract may not be assigned or subcontracted without the written consent of the city.

**ARTICLE IV - Choice of law**

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

**ARTICLE V - Relationship of the parties**

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor.

Contractor certifies that it has no personal or financial interest in the services provided other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

**ARTICLE VI – Notice**

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

**ARTICLE VII - Indemnification**

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

**ARTICLE VIII - Entire agreement**

This contract represents the entire understanding between the city and the contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR CONTRACTOR

By\_\_\_\_\_

Its:\_\_\_\_\_

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

THE CITY OF OWOSSO

By\_\_\_\_\_

Its: Benjamin R. Frederick, Mayor

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

By\_\_\_\_\_

Its: Amy K. Kirkland, City Clerk

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

## GENERAL SPECIFICATIONS

### LAUNDRY, PRESSING & DRY CLEANING CLOTHES, LINENS, & BLANKETS

SPECIFICATIONS	COMPLY	EXCEPTION
Laundry & Press With Starch Long & Short Sleeved Shirts; approximately 2100 shirts per year	X	
Laundry & Press Pants; approximately 1800 pants per year	X	
Laundry bed linens in hot water of minimum temperature of 140°; approximately 250 lbs per year	X	
Laundry blankets in hot water of minimum temperature of 140°; approximately 20 blankets per year	X	
Dry clean long sleeved sweaters; approximately 60 sweaters per year	X	
Dry clean ties; approximately 30 per year	X	
Perform alterations to shirts & pants as needed	X	
Perform repairs to torn shirts or pants as needed	X	
Sew on patches/badges to shirts, sweaters, overcoats, or winter caps as needed	X	
Clothing, linens & blankets could be exposed to blood borne pathogens on occasion. Bidder accepts full responsibility for following relevant federal and state guidelines	X	
Pick up and drop off all bid items at the Public Safety building once per week		

#### EXCEPTIONS:

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**OFFER  
DRY CLEANING BID**

TO: THE CITY COUNCIL (HEREINAFTER CALLED THE "OWNER")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder add these items under Other Services/Items Offered.

The undersigned, having examined the proposal forms and specifications, does hereby offer to furnish cleaning, pressing and repairs to clothing for police and fire departments July 1, 2011 through June 30, 2013 listed below at the following prices to wit:

ITEM	EST. ANNUAL QUANTITY	UNIT	DESCRIPTION	7/1/2011 thru 6/30/2012 UNIT PRICE	7/1/2012 thru 6/30/2013 UNIT PRICE
1	2100	EA	Laundry & Press Long & Short Sleeved Shirts	1.85	1.95
2	1800	EA	Laundry & Press Pants	3.10	3.20
3	30	EA	Dry Clean Ties	1.00	1.25
4	60	EA	Sweaters	2.60	2.70
5	20	EA	Laundry Blankets	5.25	5.35
6	250	LBS.	Laundry Bed Linens	1.25 lb	1.35 lb
7	As Needed	EA	Alterations	11.00	
8	As Needed	EA	Repairs	1.00 - 10.00 depending on piece	
9	As Needed	EA	Sew Patches/Badges on Shirts, Overcoats, Caps	3.00	
10	Other Services or Items Offered				
11	52	EA	Pick Up & Drop off service once a week at Public Safety Building		

The undersigned acknowledges that this proposal is subject to the general specifications included in the contract documents. In responding to this bid, it is understood that the right is reserved by the Owner to reject any and all offers, and waive any irregularities in the bidding process. The Owner may award this contract based on any combination of the total bid and/or alternatives.

*7/20/11  
Talked to Ruth Marks  
will still have bid*

*4-8-13  
Talked to Ruth Marks  
will still have bid price 2013  
through 6-30-2014  
M.J.*

The City of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: A business located within the city limits and paying real or personal property taxes to the City of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the County will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.

The following affidavit should be completed for a bidder located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business:

#### AFFIDAVIT

In accordance with Section 2-348 of the Owosso City Code the bid from a business located in the City of Owosso or Shiawassee County shall be adjusted to reflect a preference. In order for the City to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and are currently paying real and/or personal property taxes in Shiawassee County at the following address:

215 W MAIN OWOSSO, MI 48867  
Business Address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business Address of Sub-Contractor

Percentage of Contract

Ruth A. Marks  
Authorized Signature

Secretary / President  
Title

Date

Rubob Inc / dba Ruthy's Laundry Center  
Company Name

723-8831

### LEGAL STATUS OF THE BIDDER

The Bidder shall fill out the appropriate form and strike out the other.

1. A corporation duly organized and doing business under the laws of the State of Michigan for whom Ruth Marks bearing official title of Secretary/President whose signature is affixed to this proposal, is duly authorized to execute contracts.

2. A partnership, all of the members of which, with address are:

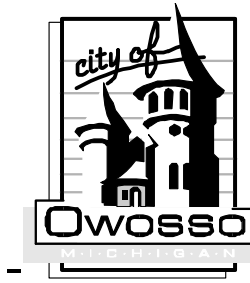
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3. An Individual whose signature is affixed to this proposal.

Dated and signed at \_\_\_\_\_ State of \_\_\_\_\_ on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Witness

Rubob Inc / Ruth's Laundry Center  
Bidder  
215 W MAIN OWosso MI 48867  
Business Address  
989 666-2529 989 725-5990  
Telephone Number  
Ruth A Marks  
Signature  
President / Secretary  
Title



## WARRANT 462

### April 8, 2013

Vendor	Description	Fund	Amount
CalFirst Leasing Corporation	Annual Payment for HME Tower/Ladder Fire Truck	General	\$121,717.50
Logicalis, Inc	Network Engineering Support February 2013	General	\$ 6,902.00
Brown & Stewart, PC	Professional Services-March 12, 2013 – April 8, 2013	General	\$ 8,273.20
Caledonia Charter Township	Caledonia Utility Fund payment covering the quarter ending March 31, 2013	Water	\$ 16,461.39
Owosso Charter Township	Owosso Charter Township water sales payment covering the quarter ending March 31, 2013	Water	\$ 7,580.10
		<b>TOTAL</b>	<b>\$160,934.19</b>

CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 03/01/2013 - 03/31/2013

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
03/07/2013	1	120481	123.NET	IT-FEBRUARY 2013 SERVICE	\$ 32.00
03/07/2013	1	120482	ACCUMED BILLING INC	AMBULANCE BILLING SERVICES	\$ 3,888.88
03/07/2013	1	120483	AFLAC	PAYROLL DED-ALFAC PREMIUM	\$ 977.58
03/07/2013	1	120484	MARK D AGNEW	PARKS-LETTERING FOR PLAYScape	\$ 550.50
03/07/2013	1	120485	AMERICAN SPEEDY PRINTING CENTERS	OPD-VEHICLE IMPOUND SHEETS	\$ 172.00
03/07/2013	1	120486	APPLIED INDUSTRIAL TECHNOLOGIES	WTP-ELASTOMERIC COUPLINGS	\$ 426.63
03/07/2013	1	120487	C E & A PROFESSIONAL SERVICES INC	RANDOM DOT DRUG TESTING	\$ 361.98
03/07/2013	1	120488	PAUL S CAMERON	REIMBURSEMENT	\$ 15.00
03/07/2013	1	120489	CENTRON DATA SERVICES, INC.	2013 ASSESSMENT NOTICES-PRINTING/PROCESS	\$ 1,238.06
03/07/2013	1	120490	CONSUMERS ENERGY	FEB 2013-TRAFFIC LIGHT	\$ 46,299.59
03/07/2013	1	120491	CORE TECHNOLOGY CORPORATION	OPD-TALON CLIENT DSSL-2/1/13-1/31/14	\$ 384.00
03/07/2013	1	120492	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 171.00
03/07/2013	1	120493	D & D TRUCK & TRAILER PARTS	FLEET-PARTS FOR #312	\$ 1,224.54
03/07/2013	1	120494	D & G EQUIPMENT INC	FLEET-PARTS FOR #506	\$ 431.26
03/07/2013	1	120495	D B E CONSTRUCTION	#002-RR-OWOSSO-11	\$ 9,377.63
03/07/2013	1	120496	JEFF DAME	OPD-MEAL REIMBURSEMENT	\$ 10.00
03/07/2013	1	120497	DELTA FAMILY CLINIC SOUTH PC	HR-TESTING I MCKENNA	\$ 1,050.00
03/07/2013	1	120498	DETROIT SALT COMPANY LLC	BULK ROCK SALT-348.97/TONS	\$ 18,076.65
03/07/2013	1	120499	EMD MILLIPORE CORPORATION	WTP-VENT FILTER	\$ 369.72
03/07/2013	1	120500	EMPLOYEE BENEFIT CONCEPTS INC	HR-MARCH 2013-ADMIN FEE	\$ 100.00
03/07/2013	1	120501	ETNA SUPPLY COMPANY	WATER-CURB STOPS (25)	\$ 1,773.75
03/07/2013	1	120502	FEDEX	WWTP-LAB SAMPLES SHIPPING	\$ 37.30
03/07/2013	1	120503	FIRST CONTRACTING INC	#001--RR-OWOSSO-11	\$ 44,560.80
03/07/2013	1	120504	FRONTIER	FEBRUARY 2013-PHONE SERVICE	\$ 1,930.52
03/07/2013	1	120505	FUOSS GRAVEL CO.	CLASS II SAND-252.44/TONS	\$ 1,045.10
03/07/2013	1	120506	GILBERT'S DO IT BEST HARDWARE & APP	DPW-GAS LINE MATERIALS	\$ 330.55
03/07/2013	1	120507	HI QUALITY GLASS, INC	WWTP-SUPPLIES	\$ 208.32
03/07/2013	1	120508	THOMAS P HOLCOMB	OPD-MEAL REIMBURSEMENT	\$ 10.00
03/07/2013	1	120509	HYDROTEX INC	WWTP-ACCULUBE	\$ 649.00
03/07/2013	1	120510	INDEPENDENT STATIONERS	HR-BINDERS	\$ 57.72
03/07/2013	1	120511	JCI JONES CHEMICALS, INC.	SODIUM HYPOCHLORITE	\$ 3,494.87
03/07/2013	1	120512	RUSTY LAMAY	OPD-MEAL REIMBURSEMENT	\$ 10.00
03/07/2013	1	120513	LLOYD MILLER & SONS, INC	FLEET-PARTS FOR #347 & #350	\$ 208.14
03/07/2013	1	120514	LOGICALIS INC	IT-NETWORK ENGINEERING-JAN 2013	\$ 8,568.00
03/07/2013	1	120515	LUDINGTON ELECTRIC, INC.	DOWNTOWN LIGHT REPAIRS	\$ 60.00

03/07/2013	1	120516	MICHIGAN METER TECHNOLOGY GROUP INC	WATER-MEASURING CHAMBER/GASKETS (12)	\$	5,217.57
03/07/2013	1	120517	MICHIGAN MUNICIPAL LEAGUE	WEBSITE CLASSIFIED AD-MAIN ST MGR	\$	86.70
03/07/2013	1	120518	MIDSTATE TITLE AGENCY LLC	050-420-004-005-00	\$	-
			Void Reason: NEEDED TWO CHECKS			
03/07/2013	1	120519	MILLER CANFIELD PADDOCK & STONE PLC	HR-JESSICA UNANGST-5/7/13	\$	85.00
03/07/2013	1	120520	MISDU	PAYROLL DEDUCTIONS	\$	706.90
03/07/2013	1	120521	SUSAN K MONTENEGRO	INTERN SERVICES	\$	200.00
03/07/2013	1	120522	NAPA AUTO PARTS	FLEET-PARTS FOR #326	\$	196.20
03/07/2013	1	120523	NORTHERN LAKE SERVICE, INC.	WWTP-MERCURY ANALYSES	\$	195.00
03/07/2013	1	120524	O'REILLY AUTO PARTS	WTP-PARTS FOR STANDBY GENERATOR	\$	1,031.20
03/07/2013	1	120525	OFFICE DEPOT	OFFICE SUPPLIES	\$	632.85
03/07/2013	1	120526	OFFICE SOURCE	CLERK-TONER (3)	\$	260.23
03/07/2013	1	120527	GARY L PALMER	826 W KING ST-4TH FLOOR	\$	200.00
03/07/2013	1	120528	POLICE OFFICERS LABOR COUNCIL	PAYROLL DED-UNION DUES	\$	837.00
03/07/2013	1	120529	REEVES WHEEL ALIGNMENT, INC.	FLEET-SILVER IMPALA-OIL CHANGE	\$	3,713.97
03/07/2013	1	120530	REPUBLIC SERVICES #237	MAR 2013-REFUSE SERVICE	\$	369.02
03/07/2013	1	120531	ROWE PROFESSIONAL SERVICES CO	DESIGN SERVICES FOR M-21 & STATE STREET-	\$	548.00
03/07/2013	1	120532	S L H METALS INC	EMERGENCY REPAIR-FABRICATION OF N PRIMAR	\$	1,035.07
03/07/2013	1	120533	SAGINAW VALLEY CHAPTER INT'L CODE C	FIRE RESISTANCE CONSTRUCTION CLASS	\$	50.00
03/07/2013	1	120534	SHIAWASSEE COUNTY ROAD COMMISSION	SIGNS (3)	\$	32.81
03/07/2013	1	120535	SHIAWASSEE COUNTY TREASURER	AT LARGE-CITY OF OWOSSO	\$	14,638.98
03/07/2013	1	120536	SHIAWASSEE COUNTY TREASURER	DOG LICENSE SALES	\$	440.00
03/07/2013	1	120537	SIGNATURE FORD-LINCOLN-MERCURY-JEEP	FLEET-PARTS	\$	127.90
03/07/2013	1	120538	SMITH JANITORIAL SUPPLY	OPD-TOWELS/BOWL CLEANER	\$	492.84
03/07/2013	1	120539	SOUTHSIDE CAR WASH	OPD-FEBRUARY 2013-CAR WASHES	\$	40.00
03/07/2013	1	120540	ST JOHNS ANSWERING SERVICE INC	APRIL 2013-ANSEWERING SERVICE	\$	65.00
03/07/2013	1	120541	STATE OF MICHIGAN	ASSET MANAGEMENT SEMINAR-T GUYSKY	\$	140.00
03/07/2013	1	120542	STECHSCHULTE GAS & OIL, INC.	FUEL PE 2/28/13	\$	6,721.93
03/07/2013	1	120543	SWIM LLC	UTILITIES MANAGMENT-12/9/12-12/22/12	\$	2,268.00
03/07/2013	1	120544	DAVID SYMONS REPAIR & FIBER GLASS I	WTP-REPAIR TO FIBERGLASS HOLDING TANK	\$	891.00
03/07/2013	1	120545	TERRY M BACK	FLEET-TIRES FOR #345	\$	415.00
03/07/2013	1	120546	VALLEY LUMBER	DPW-SUPPLIES	\$	68.34
03/07/2013	1	120547	WASTE MANAGEMENT OF MICHIGAN	DISPOSAL CHARGES-2/18/13-2/28/13	\$	2,393.30
03/07/2013	1	120548	WIN'S ELECTRICAL SUPPLY	WTP-SUPPLIES	\$	111.57
03/12/2013	1	120549	CITY OF CORUNNA	OPD-ADMINISTRATIVE SERVICES JAN 2013	\$	2,099.20
03/12/2013	1	120550	CITY OF OWOSSO	TIAL BROWNFIELD #3	\$	11,511.28
03/12/2013	1	120551	CITY OF OWOSSO	ROBBINS LOFT BROWNFIELD #8	\$	5,320.66
03/12/2013	1	120552	CITY OF OWOSSO	CAPITAL BOWL BROWNFIELD #11	\$	1,795.92
03/12/2013	1	120553	DOWNTOWN DEVELOPMENT AUTHORITY	TAX CAPTURE (GF PORTION)	\$	95,258.17
03/12/2013	1	120554	GOYETTE MECHANICAL	INSPECTION-FEB 2013	\$	133.00
03/12/2013	1	120555	MEMORIAL HEALTHCARE CENTER	PRE-EMPLOYMENT DRUG SCREENING	\$	83.00

03/12/2013	1	120556	MIDSTATE TITLE AGENCY LLC	TITLE SEARCH-WOODLAND TRAILS	\$	1,700.00
03/12/2013	1	120557	MIDSTATE TITLE AGENCY LLC	TAX OVERPAYMENT	\$	10.61
03/12/2013	1	120558	NEXTEL COMMUNICATIONS	FEBRUARY 2013	\$	941.51
03/12/2013	1	120559	OFFICE SOURCE	ASSESSOR-BINDERS	\$	81.97
03/12/2013	1	120560	Q2A ASSOCIATES LLC	FINANCIAL SERVICES 2/18/13-3/2/13	\$	3,454.50
03/22/2013	1	120561	ADVANCED TECHNICAL SOLUTIONS	WWTP-PARTS	\$	516.85
03/22/2013	1	120562	APS WATER SERVICES CORPORATION	WWTP/WTP-LAB SUPPLIES	\$	883.43
03/22/2013	1	120563	THE ARGUS PRESS	FEB 2013-PRINTING OF LEGAL NOTICES ETC	\$	305.00
03/22/2013	1	120564	B & D ELEVATOR SERVICES INC	ELEVATOR INSPECTION OF 3/5/13	\$	110.00
03/22/2013	1	120565	BLUE TARP FINANCIAL INC	FLEET-HEAVY DUTY BRUSH GRUBBER	\$	90.23
03/22/2013	1	120566	RICHARD BREWBAKER	OFD-MEALS REIMBURSEMENT	\$	102.69
03/22/2013	1	120567	BROWN & STEWART P C	PROFESSIONAL SERVICES	\$	8,769.24
03/22/2013	1	120568	DAVID B BUTCHER	REIMBURSEMENT	\$	14.00
03/22/2013	1	120569	C D W GOVERNMENT, INC.	CLERK-KODAK I2600 SCANNER-RECORDS MTG	\$	921.12
03/22/2013	1	120570	PAUL S CAMERON	REIMBURSEMENT	\$	30.00
03/22/2013	1	120571	RANDY RAY CARLTON	TREE REMOVAL	\$	8,632.75
03/22/2013	1	120572	CARQUEST AUTO PARTS STORE	FLEET-PARTS FOR #27	\$	76.01
03/22/2013	1	120573	CONSUMERS ENERGY	FEB 2013-1412 CHIPPEWA TRAIL	\$	11,732.57
03/22/2013	1	120574	VOID		\$	-
			Void Reason: Created From Check Run Process			
03/22/2013	1	120575	DALTON ELEVATOR	FEB 2013-CYLINDER RENTAL	\$	25.21
03/22/2013	1	120576	DAYSTARR COMMUNICATIONS	APRIL 2013-BROADBAND INTERNET & FEES	\$	495.00
03/22/2013	1	120577	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE PREMIUM	\$	4,759.38
03/22/2013	1	120578	DETROIT SALT COMPANY LLC	BULK ROCK SALT-49.25/TONS	\$	2,551.15
03/22/2013	1	120579	SANDY W DUFFIELD	REIMBURSEMENT	\$	15.00
03/22/2013	1	120580	ENVIRONMENTAL RESOURCE ASSOCIATES	WTP-POTABLE WATER COLIFORM MICROBE	\$	284.71
03/22/2013	1	120581	FISHER GRAVEL	DEMOLITION OF VACANT HOME AT 219 N CEDAR	\$	4,770.00
03/22/2013	1	120582	FRONTIER	TROUBLESHOOTING LINE-2/22/13-3/21/13	\$	141.52
03/22/2013	1	120583	AMBER FULLER	BOARD OF REVIEW	\$	150.00
03/22/2013	1	120584	SALLY SUE GALE	BOARD OF REVIEW	\$	150.00
03/22/2013	1	120585	GRAYMONT CAPITAL INC	WTP-QUICKLIME-45.75/TONS	\$	6,222.00
03/22/2013	1	120586	BRADLEY E GROLL	REIMBURSEMENT	\$	15.00
03/22/2013	1	120587	TIMOTHY E HILL	REIMBURSEMENT	\$	15.00
03/22/2013	1	120588	IDEXX DISTRIBUTION CORPORATION	WTP-WP 200 COLILERT	\$	874.24
03/22/2013	1	120589	INDEPENDENT STATIONERS	FINANCE-BUDGET BINDERS	\$	81.72
03/22/2013	1	120590	JACK DOHENY SUPPLIES INC	FLEET-HOSE AND NOZZLE FOR #238	\$	595.24
03/22/2013	1	120591	JERRY L JONES	BOARD OF REVIEW	\$	150.00
03/22/2013	1	120592	KEMIRA WATER SOLUTIONS INC	FERRIC CHLORIDE-3/12/13	\$	2,466.94
03/22/2013	1	120593	TERRY KEMP	BOARD OF REVIEW	\$	150.00
03/22/2013	1	120594	LUDINGTON ELECTRIC, INC.	WWTP-TROUBLESHOOT & REPAIR ADMIN BUILDING	\$	355.30
03/22/2013	1	120595	MCMASTER-CARR SUPPLY CO	WWTP-MUFFLER AND VENT FOR G-R PUMP	\$	42.22

03/22/2013	1	120596	MEMORIAL HEALTHCARE CENTER	OPD-LAB	\$	34.00
03/22/2013	1	120597	MICHIGAN METER TECHNOLOGY GROUP INC	WATER-SS REPAIR CLAMP 4 X 12.5 (4)	\$	325.40
03/22/2013	1	120598	MIDWEST ELECTRICAL TESTING & MAINTENANCE	WWTP-CIRCUIT BREAKER	\$	399.04
03/22/2013	1	120599	MISDU	PAYROLL DEDUCTIONS	\$	706.90
03/22/2013	1	120600	SUSAN K MONTENEGRO	INTERN SERVICES	\$	200.00
03/22/2013	1	120601	DOUGLAS LEE MORRICE	REIMBURSEMENT	\$	10.00
03/22/2013	1	120602	MUTUAL EYE CLAIM AUDITS	VISION COVERAGE PREMIUM	\$	394.00
03/22/2013	1	120603	NORTH CENTRAL LABORATORIES OF WI INC	WWTP-LAB SUPPLIES	\$	56.89
03/22/2013	1	120604	NORTHERN LAKE SERVICE, INC.	WWTP-MERCURY ANALYSES-3/1/13	\$	195.00
03/22/2013	1	120605	OFFICE DEPOT	CITY HALL-COPIER PAPER	\$	314.68
03/22/2013	1	120606	OFFICE SOURCE	DPW-TONER FOR FAX MACHINE (3)	\$	150.27
03/22/2013	1	120607	OWOSSO BOLT & BRASS CO	WATER-PARTS FOR BROKEN MAIN	\$	50.43
03/22/2013	1	120608	GARY L PALMER	ELECTRICAL INSPECTION SERVICES	\$	500.00
03/22/2013	1	120609	PEACHTREE BUSINESS PRODUCTS	PARKING HANG TAGS (200)	\$	322.00
03/22/2013	1	120610	POLYDYNE INC	WWTP-AF 4500 POLYMER-REC 3/6/13	\$	2,115.00
03/22/2013	1	120611	Q2A ASSOCIATES LLC	FINANCIAL SERVICES-3/3/13-3/16/13	\$	4,021.50
03/22/2013	1	120612	S L C METER SERVICE, INC.	WATER INVENTORY-REPAIR CLAMPS (6)	\$	596.55
03/22/2013	1	120613	MIKE SELLECK	BOARD OF REVIEW	\$	50.00
03/22/2013	1	120614	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$	226.10
03/22/2013	1	120615	SHIAWASSEE UNITED WAY	EMPLOYEE CONTRIBUTIONS	\$	160.00
03/22/2013	1	120616	STAPLES CREDIT PLAN	WWTP-MOUSE	\$	14.49
03/22/2013	1	120617	STATE OF MICHIGAN	STATE OF MICHIGAN WITHHOLDING TAX	\$	11,296.17
03/22/2013	1	120618	STECHSCHULTE GAS & OIL, INC.	FUEL PE 3/15/13	\$	3,890.12
03/22/2013	1	120619	SWIM LLC	UTILITY MGT SERVICES-3/3/13-3/13/13	\$	1,176.00
03/22/2013	1	120620	USA BLUE BOOK	WTP-SUPPLIES	\$	490.30
03/22/2013	1	120621	WASTE MANAGEMENT OF MICHIGAN	DISPOSAL CHARGES-3/1/13-3/15/13	\$	2,569.01
03/22/2013	1	120622	WENDY'S OF OWOSSO INC	050-900-730-311-00	\$	463.35
03/22/2013	1	120623	MERLE E WEST II	PLUMBING/MECHANICAL INSPECTION SERVICES	\$	600.00
03/25/2013	1	120624	HAHN, CHAZ MATIAS	OPD-WITNESS FEE	\$	10.24
03/25/2013	1	120625	PEJUAN, CHRISTINA MARIE	OPD-WITNESS FEE	\$	10.24
03/25/2013	1	120626	C D W GOVERNMENT, INC.	ADOBE FOR STREETS REPORTING TO THE STATE	\$	183.83
03/25/2013	1	120627	CONSUMERS ENERGY	FEB 2013-202 S WATER ST	\$	3,344.23
03/25/2013	1	120628	AMBER M CURRY	OPD-MEAL REIMBURSEMENT	\$	5.83
03/25/2013	1	120629	DALTON ELEVATOR	OFD-OXYGEN-2/18/13	\$	398.80
03/25/2013	1	120630	JAKE A DYE	OFD-EMS LICENSE RENEWAL	\$	25.00
03/25/2013	1	120631	GALL'S INC.	OPD-WHISTLES/CHAINS	\$	97.43
03/25/2013	1	120632	LANSING UNIFORM CO.	OPD-BULLETPROOF VEST	\$	605.00
03/25/2013	1	120633	MICHIGAN ASSOCIATION OF CHIEFS OF POLICE	OPD-KEVIN LENKART	\$	115.00
03/25/2013	1	120634	MICHIGAN FIRE INSPECTORS SOCIETY	OFD-RICK BREWBAKER-TEST FEE-FF INSP 1	\$	300.00
03/25/2013	1	120635	NORTH AMERICAN OVERHEAD DOOR INC	OFD-DOOR REPAIR-3/11/13	\$	163.39
03/25/2013	1	120636	OFFICE DEPOT	PUBLIC SAFETY-LETTERING	\$	384.36



03/25/2013	1	120637	OFFICE SOURCE	PUBLIC SAFETY-SELF INKING SIGNATURE STAMP	\$	23.95
03/25/2013	1	120638	KEVIN M. PETTIGREW	OPD-MEAL REIMBURSEMENT	\$	15.00
03/25/2013	1	120639	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	\$	86,360.47
03/25/2013	1	120640	POWERTECH SERVICES, INC.	RETAINER	\$	10,548.95
03/25/2013	1	120641	RUTHY'S LAUNDRY CENTER	FEB 2013- DRY CLEANING	\$	492.80
03/25/2013	1	120642	JASON SCHMITZ	OPD-MEAL REIMBURSEMENT	\$	6.73
03/25/2013	1	120643	SENSIT TECHNOLOGIES	OFD-REPAIR OF SENSIT GOLD SN 1593	\$	223.97
03/25/2013	1	120644	SHIAWASSEE COUNTY FIREFIGHTERS ASSO	ANNUAL DUES FOR THE OWOSSO FIRE DEPART	\$	75.00
03/25/2013	1	120645	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	\$	2,599.07
03/19/2013	1	60(E)	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	CONTRIBUTIONS FOR POLICE COMMAND EMPLOYEE	\$	6,893.41

1 TOTALS:

(2 Checks Voided)

Total of 164 Disbursements: \$ 515,405.71

Bank 10 OWOSSO HISTORICAL FUND

03/19/2013	10	4412	CONSUMERS ENERGY	FEB 2013-515 N WASHINGTON ST	\$	491.92
03/19/2013	10	4413	FRONTIER	515 N WASHINGTON ST #3	\$	40.99

10 TOTALS:

Total of 2 Disbursements: \$ 532.91

Bank 11 SEWER

03/18/2013	11	205	THE BANK OF NEW YORK MELLON TRUST C	SEWER-ACCT NO 5314-01-P & I	\$	38,459.83
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11 TOTALS:

Total of 1 Disbursements: \$ 38,459.83

Bank 2 TRUST & AGENCY

03/12/2013	2	6234	CITY OF OWOSSO	WOODARD OBRA #12	\$	31,519.91
03/12/2013	2	6235	DOWNTOWN DEVELOPMENT AUTHORITY	CAPTURE (T & A PORTION)	\$	60,824.33
03/12/2013	2	6236	DOWNTOWN DEVELOPMENT AUTHORITY	SETTLEMENT	\$	246.25
03/12/2013	2	6237	OWOSSO PUBLIC SCHOOLS	SETTLEMENT	\$	55,109.65
03/12/2013	2	6238	SHIAWASSEE AREA TRANSPORTATION AGENCY	SETTLEMENT	\$	214.66
03/12/2013	2	6239	SHIAWASSEE COUNTY TREASURER	TRAILER FEES-148 LOTS	\$	370.00
03/12/2013	2	6240	SHIAWASSEE COUNTY TREASURER	SETTLEMENT	\$	21,476.10

03/12/2013	2	6241	SHIAWASSEE COUNTY TREASURER	TRAILER FEES-145 LOTS	\$	362.50
03/12/2013	2	6242	SHIAWASSEE DISTRICT LIBRARY	SETTLEMENT	\$	6,465.65
03/12/2013	2	6243	SHIAWASSEE REGIONAL EDUCATION SERVICE	SETTLEMENT	\$	20,201.63
03/12/2013	2	6244	STATE OF MICHIGAN	SETTLEMENT	\$	5,394.37

2 TOTALS:

Total of 11 Disbursements: \$ 202,185.05

REPORT TOTALS:

(2 Checks Voided)

Total of 178 Disbursements: \$ 756,583.50



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

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# *MEMORANDUM*

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DATE: April 5, 2013  
TO: OWOSSO CITY COUNCIL  
FROM: Adam Zettel, AICP  
RE: **CDBG grant for Facades**

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We have some good news that I have been reluctant to make official for many months. The city is on the verge of executing a grant in the amount of \$270,375 towards façade renovations in the downtown area! Total project expenses are estimated at \$360,500.

Six properties have been selected by state for inclusion in an application to receive façade grant support from the Michigan Economic Development Corporation, with such properties listed as follows:

- 110 E. Exchange St. (Former George's Beauty Salon)
- 111 E. Main St. (Civille Realty)
- 112 S. Washington St. (Nail Boutique & city party wall)
- 112 W. Exchange St. (Sobak's)
- 117-119 N. Washington St. (Norm Henry Shoes)
- 207 N. Washington St. (Apple Tree Lane)

The city and Owosso DDA/OMS have been aggressively pursuing downtown façade renovations. For over two years, we have been holding annual workshops for downtown property owners to come and learn about historic preservation, incentives, and other city functions.

As a Michigan Main Street community, Owosso property owners are entitled to receive three façade designs annually from a licensed architect at no cost. We have leveraged these designs on five of the above six addresses. After working with the property owners on potential renovations, we have applied for a combined grant on their behalf

to see the work completed.

The state has conditionally approved a 75% match on these projects, provided they meet historic preservation and prevailing wage standards, among other conditions. To finalize the grant, city staff have been working on an environmental review, a SHPO Section 106 review (not fun), and financial commitments. The OMS has also contributed \$2,000 towards an architect to consult on more detailed project scopes and cost estimates.

In order to be eligible to execute the grant agreement, a resolution is required of the governing body. I have drafted such a resolution that contains all relevant language. The commitment on the city's behalf will be to oversee the grant process and to be a steward for matching funds. This is a process that is similar to the housing grants that the city regularly executes.

There is also a financial commitment that needs to be made. This commitment is for \$6,397 that would cover the city's portion of the party wall located at 112 S. Washington Street (this is the Quaker Oats sign wall). The city, by virtue of acquiring the old hotel property, is part owner of this wall. We would like to get out of the "wall business" altogether, but there is still a financial and moral obligation to repair the wall before any transfer can occur. Basically, the city has a present owner-interest in one of the properties, and we will need to financially contribute to renovations there before or after any potential transfer.

Detailed façade materials are at the front desk of city hall. I encourage you to check these out or call me for further details. This is a fantastic project for the community, and I strongly recommend approval.

## **RESOLUTION NO.**

### **A RESOLUTION TO APPROVE THE FINAL APPLICATION AND PROGRAM FOR THE 2013 OWOSSO FAÇADE PROJECT**

WHEREAS, the City of Owosso recognizes the importance of its downtown as it relates to the economic and cultural development of the community, as well as the overall quality of life; and

WHEREAS, the Owosso Master Plan indicates that investment in the downtown structures so that they can sustain modern economic and residential functions in the new economy is essential to the community's future; and

WHEREAS, the Owosso Downtown Development Authority/Main Street Board has been working with city staff to secure façade designs and a Community Development Block Grant towards assisting building owners in the downtown towards such ends; and

WHEREAS, six properties have been selected by state and local processes for inclusion in an application to receive façade grant support from the Michigan Economic Development Corporation, with such properties listed as follows:

110 E. Exchange St.  
111 E. Main St.  
112 S. Washington St.  
112 W. Exchange St.  
117-119 N. Washington St.  
207 N. Washington St.

WHEREAS, the beneficiaries of this project would include all residents in the community, and the city has been identified as being greater than 51% low and moderate income persons; and

WHEREAS, the total project cost of the project is \$360,500, with \$270,375 requested from the MEDC, \$83,853 expected to be supported by the said property owners, and \$6,397 to be provided by the City of Owosso as outlined in the grant application; and

WHEREAS, this plan is consistent with the community's development plans as outlined in the grant application; and

WHEREAS, city staff is currently completing the Part 2 Application, the environmental review, and other required elements of the CDBG application process; and

WHEREAS, a public hearing was held on this project on Thursday, April 4, 2013 in which no comments were received; and

WHEREAS, no project costs (CDBG or non-CDBG) can be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the city's CDBG Project Manager.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to authorize city staff to submit the completed Part 2 Application for façade improvements to the MEDC and further commits to funding the project in the amount of \$6,397.

SECOND: The same council hereby designates Adam Zettel, ACIP, Community

Development Director as the Project Manager and authorizes him to sign and execute the Part 2 Application and all attachments, as well as the grant agreement.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 15th DAY OF APRIL, 2013.

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

CITY OF OWOSSO

ATTEST:

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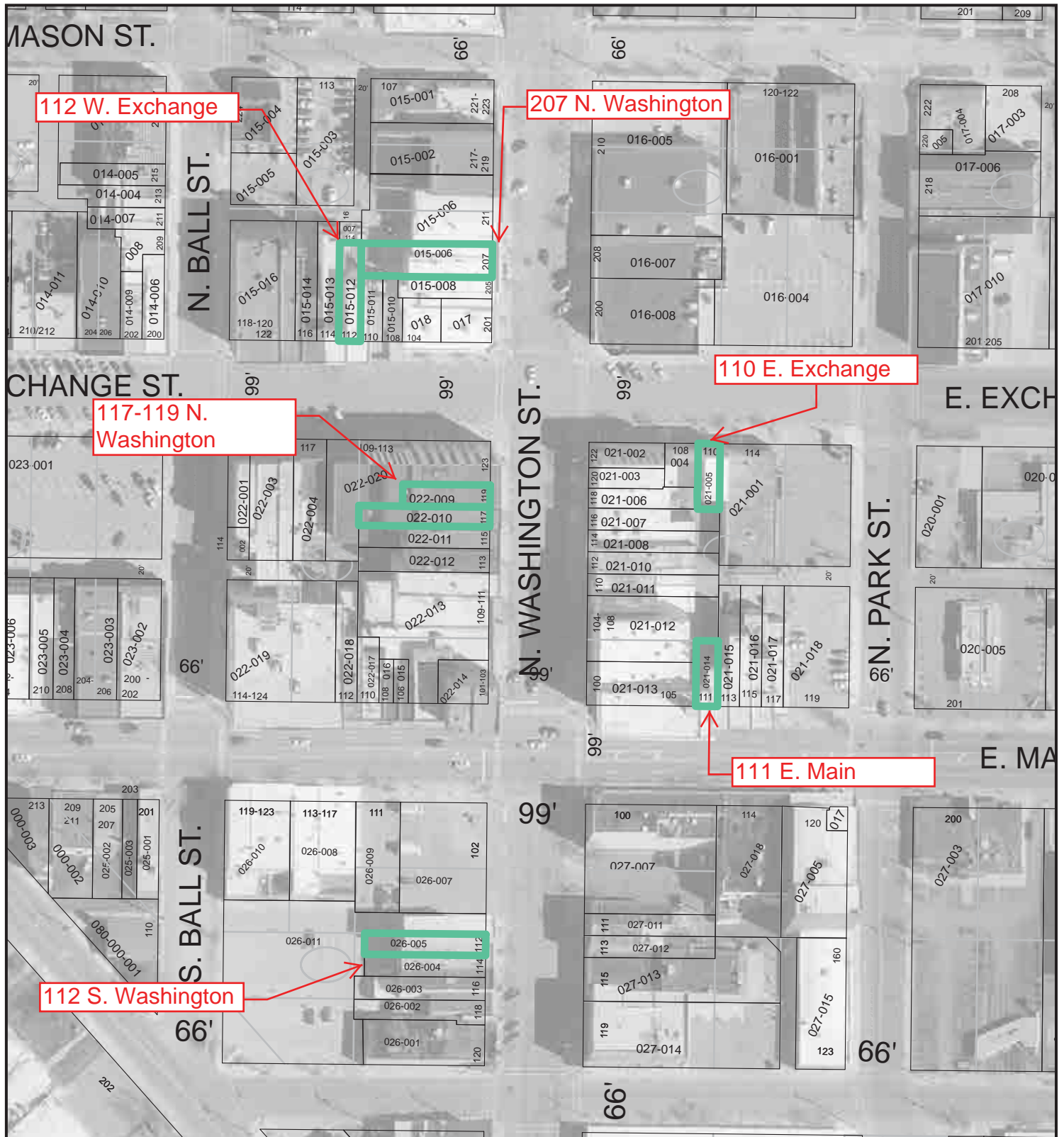
Benjamin R. Frederick, Mayor

---

Amy K. Kirkland, City

## 2012 Owosso Facade Narrow Area View







December 14, 2012






- REMOVE AIR CONDITIONING UNIT FROM WINDOW
- REMOVE EXISTING SIGNAGE
- MAINTAIN AND REUSE EXISTING PORTION OF STOREFRONT CORNICE
- IF POSSIBLE, CUT BACK SIGN BOARD TO EXPOSE BRICK PILASTER UNDERNEATH
- REMOVE EXISTING DOOR

#### COLOR LEGEND (NOT FOR COLOR MATCH)

- A  EXISTING BRICK DO NOT PAINT
- B  SHERWIN WILLIAMS SW 6155 - RICE GRAIN
- C  SHERWIN WILLIAMS SW 6157 - FAVORITE TAN
- D  SHERWIN WILLIAMS SW 6678 - SUNFLOWER
- E  SHERWIN WILLIAMS SW 6160 - BEST BRONZE
- F  BLACK (METAL STAIR AND RAILING)

#### AWNING LEGEND (NOT FOR COLOR MATCH)

- G  SUNBRELLA #4602 - SUNFLOWER YELLOW

## 01 | EXISTING CONDITIONS

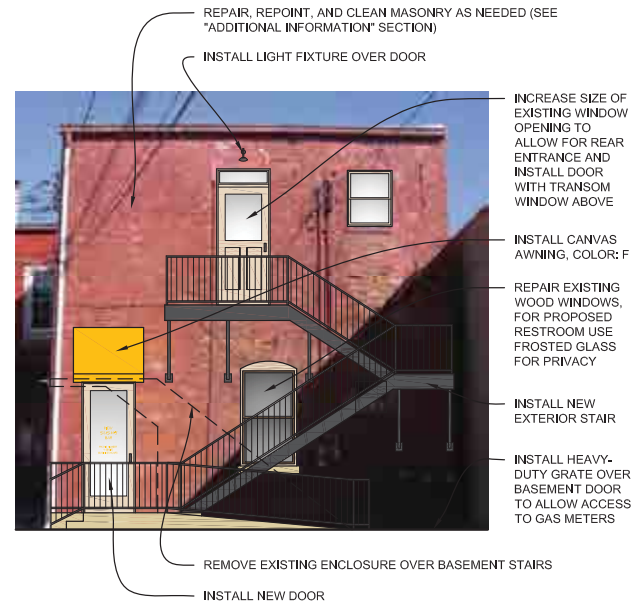
A1 | NOT TO SCALE



- REPAIR, REPOINT, AND CLEAN MASONRY AS NEEDED (SEE "ADDITIONAL INFORMATION" SECTION)
- INSTALL NEW UPPER CORNICE AND MISSING PORTION OF STOREFRONT CORNICE (WOOD, METAL, OR FIBERGLASS) - DESIGN SHOULD BE BASED OFF SIMILAR BUILDINGS IN THE DOWNTOWN BUILT AT THE SAME TIME, IN THE SAME STYLE, AND WITH SIMILAR ARCHITECTURAL DETAILS (SEE "ADDITIONAL INFORMATION" SECTION) COLOR: B, C, & E
- REPAIR EXISTING WOOD WINDOWS AND PAINT, COLOR: C & E
- INSTALL NEW SIGNAGE - INDIVIDUAL HALO LIGHTED CHANNEL LETTERS
- STRIP PAINT FROM EXISTING BRICK AND CLEAN (SEE "ADDITIONAL INFORMATION" SECTION)
- INSTALL NEW STOREFRONT DOOR
- REPAIR EXISTING DOOR IF NEEDED
- ADD VINYL LETTERING/LOGO ON DOOR AND WINDOWS
- PAINT STOREFRONT:
  - SIGN BAND COLOR: D
  - STOREFRONT COLOR: E
  - DOOR COLOR: B

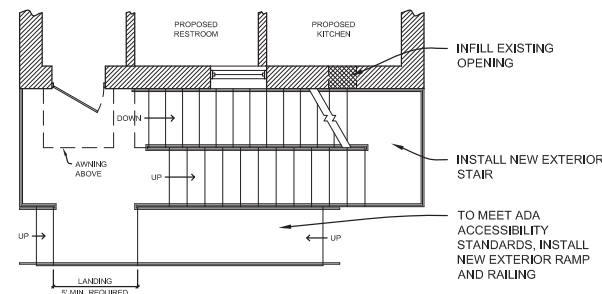
## 02 | PROPOSED FACADE - NORTH ELEVATION

A1 | NOT TO SCALE



## 03 | PROPOSED FACADE - SOUTH ELEVATION

A1 | NOT TO SCALE



\*\*\*ADDITIONAL COMMENTS ON THE OVERALL FLOOR PLAN (AS PROPOSED AND SUBMITTED TO THE SHPO) ARE INCLUDED IN THE "ADDITIONAL INFORMATION" SECTION

## 04 | PARTIAL FLOOR PLAN - SOUTH ENTRANCE\*\*\*

A1 | NOT TO SCALE

#### General Notes

1. THIS DRAWING IS INTENDED TO PROVIDE A SCHEMATIC DESIGN FOR THE FACADE REHABILITATION OF THE EXISTING BUILDING LOCATED AT ADDRESS INDICATED.
2. RECOMMENDATIONS ARE BASED UPON A PRELIMINARY REVIEW OF THE EXISTING CONDITIONS.
3. ALL WORK SHALL CONFORM TO THE SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION, AS DEVELOPED BY THE NATIONAL PARK SERVICE WITHIN THE UNITED STATES DEPARTMENT OF THE INTERIOR.
4. WHERE "REMOVE" IS GIVEN AS A DIRECTIVE, DO SO WITH EXTREME CAUTION AND CARE IN ORDER TO ENSURE THAT THE EXISTING MATERIAL, UNDERNEATH AND/OR ADJACENT, IS NOT DAMAGED.
5. THIS SCHEMATIC DESIGN DRAWING IS PROVIDED BY THE STATE HISTORIC PRESERVATION OFFICE AND THE MICHIGAN MAIN STREET PROGRAM. IT IS INTENDED FOR PLANNING AND DESIGN REVIEW PURPOSES ONLY. IT IS NOT FOR CONSTRUCTION OR INTENDED TO BE CONSTRUCTION DOCUMENTS. SERVICES OF A REGISTERED ARCHITECT ARE REQUIRED BY LAW WHEN THE EXTENT AND/OR NATURE OF CONSTRUCTION WORK REQUIRES A SEALED SET OF DRAWINGS. IT IS RECOMMENDED THAT A REGISTERED ARCHITECT WITH PRESERVATION EXPERIENCE (36CFR61 FEDERAL CERTIFIED HISTORICAL ARCHITECT) BE CONSULTED SO AS TO RETAIN THE HISTORIC INTEGRITY AND INTENT OF THE DESIGN AND TO PROVIDE THE PROPER BUILDING CONSERVATION MEASURES.

Rev.	Description	Date



**GUTTING**  
110 E. EXCHANGE ST.  
OWOSSO, MI 48867

Project	Y3 - OWOSSO	Sheet	A1
Date	11 / 2011		
Scale	NO SCALE		



REMOVE ALL PLYWOOD FROM ORIGINAL WINDOW OPENINGS, IF POSSIBLE REUSE EXISTING WINDOWS STILL IN PLACE



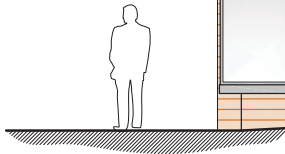
REMOVE EXISTING SIGN

## 01 | EXISTING CONDITIONS

A1 | NOT TO SCALE

INSTALL INDIVIDUAL LETTERS MOUNTED ABOVE CANOPY

EXISTING CANOPY ON ADJACENT STOREFRONT



## 02 | SECTION B - B

A1 | NOT TO SCALE

### PAINT COLOR LEGEND (NOT FOR COLOR MATCH)

A EXISTING PAINT COLORS FOR 114 W. EXCHANGE

B STAINLESS STEEL, ALUMINUM OR METAL

C SHERWIN WILLIAMS SW 2802 - ROOKWOOD RED

D SHERWIN WILLIAMS SW 2833 - ROYCROFT VELLUM

E SHERWIN WILLIAMS SW 2835 - CRAFTSMAN BROWN

F EXISTING TILE COLORS FOR 112 W. EXCHANGE

### AWNING COLOR LEGEND

G AWNING - SUNBRELLA #4688 - BASIL



HIGH/IMMEDIATE PRIORITY: REPAIR, REPOINT, CLEAN, AND PAINT ALL MASONRY (ESPECIALLY EAST AND NORTH WALLS) TO CORRECT MOISTURE DAMAGE TO THE BRICK AND PROTECT AGAINST FURTHER DETERIORATION (SEE "ADDITIONAL INFORMATION" SECTION) BRICK COLOR: C STONE COLOR: D

REPAIR EXISTING WINDOWS IF POSSIBLE OR INSTALL NEW DOUBLE-HUNG WINDOWS WITH TRANSOMS TO MATCH, TYP. OF 4 FRAME COLOR: D SASH COLOR: F

Windows to attempt to match existing

IF POSSIBLE, REMOVE EXISTING WHITE PAINT FROM STOREFRONT TILE (SHOWN) OR, IF NOT POSSIBLE, PAINT TO MATCH PRIMARY TILE COLOR

INSTALL BRUSHED ALUMINUM BASE-MOUNTED SIGN ON TOP OF CANOPY

APPLY VINYL SIGNAGE ON WINDOWS AND DOORS

## 03 | PROPOSED FACADE - SOUTH ELEVATION

A1 | NOT TO SCALE

Facade for 112 S Washington only

# OPTION 1

### General Notes

1. THIS DRAWING IS INTENDED TO PROVIDE A SCHEMATIC DESIGN FOR THE FACADE REHABILITATION OF THE EXISTING BUILDING LOCATED AT ADDRESS INDICATED.
2. RECOMMENDATIONS ARE BASED UPON A PRELIMINARY REVIEW OF THE EXISTING CONDITIONS.
3. ALL WORK SHALL CONFORM TO THE SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION, AS DEVELOPED BY THE NATIONAL PARK SERVICE WITHIN THE UNITED STATES DEPARTMENT OF THE INTERIOR.
4. WHERE "REMOVE" IS GIVEN AS A DIRECTIVE, DO SO WITH EXTREME CAUTION AND CARE IN ORDER TO ENSURE THAT THE EXISTING MATERIAL, UNDERNEATH AND/OR ADJACENT, IS NOT DAMAGED.
5. THIS SCHEMATIC DESIGN DRAWING IS PROVIDED BY THE STATE HISTORIC PRESERVATION OFFICE AND THE MICHIGAN MAIN STREET PROGRAM. IT IS INTENDED FOR PLANNING AND DESIGN REVIEW PURPOSES ONLY. IT IS NOT FOR CONSTRUCTION OR INTENDED TO BE CONSTRUCTION DOCUMENTS. SERVICES OF A REGISTERED ARCHITECT ARE REQUIRED BY LAW WHEN THE EXTENT AND/OR NATURE OF CONSTRUCTION WORK REQUIRES A SEALED SET OF DRAWINGS. IT IS RECOMMENDED THAT A REGISTERED ARCHITECT WITH PRESERVATION EXPERIENCE (36CFR61 FEDERAL CERTIFIED HISTORICAL ARCHITECT) BE CONSULTED SO AS TO RETAIN THE HISTORIC INTEGRITY AND INTENT OF THE DESIGN AND TO PROVIDE THE PROPER BUILDING CONSERVATION MEASURES.

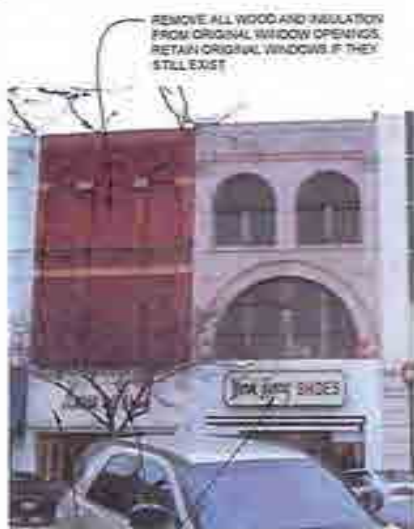
NOT FOR CONSTRUCTION



SOBAK  
112/114 W. EXCHANGE ST.  
OWOSSO, MI 48867

Y3 - OWOSSO  
3 / 2012  
NO SCALE

A1



REMOVE ALL WOOD AND INSULATION FROM ORIGINAL WINDOW OPENINGS. RETAIN ORIGINAL WINDOWS IF THEY STILL EXIST

REMOVE ALL SIGAGE

REMOVE WOOD COVERING STOREFRONT TRANSOMS, RETAIN ORIGINAL TRANSOM WINDOWS IF THEY STILL EXIST

## 01 | EXISTING CONDITIONS

A1 | NOT TO SCALE

### PAINT COLOR LEGEND - NOT FOR COLOR MATCH

- A SHERWIN WILLIAMS SW 2801 - ROOKWOOD DARK RED
- B SHERWIN WILLIAMS SW 6193 - ROOKWOOD SASH GREEN
- C SHERWIN WILLIAMS SW 2808 - ROOKWOOD SHUTTER GREEN
- D SHERWIN WILLIAMS SW 2807 - PEACE YELLOW
- E SHERWIN WILLIAMS SW 2801 - 8001 - BLACK MAGIC
- F EXISTING BLUE OF TILES DO NOT PAINT

### FINISHING COLOR LEGEND - NOT FOR COLOR MATCH

- G FINISHING - SUNBRELLA #4822 - TERRACOTTA



REMOVE ANY PAINT AND CLEAN, REPOINT, AND REPAIR ALL MASONRY WHERE NEEDED (DO NOT SANDBLAST OR POWER-WASH; FOR PROPER METHODS SEE PRESERVATION BRIEF IN 'ADDITIONAL INFORMATION' SECTION)

REPAIR ALL ORIGINAL WINDOWS IF POSSIBLE. SEEK ADVICE FROM QUALIFIED HISTORIC WINDOW SPECIALIST/CONTRACTOR BEFORE PROCEEDING (SEE PRESERVATION BRIEF AND CONTRACTORS LIST IN 'ADDITIONAL INFORMATION' SECTION)

WHERE ORIGINAL WINDOWS ARE MISSING, INSTALL NEW WOOD WINDOWS TO MATCH ORIGINALS SEEN IN HISTORIC PHOTOGRAPHS

REPAIR AND PAINT ALL WOODWORK

REPAIR ORIGINAL TRANSOM WINDOWS IF EXISTING, OTHERWISE INSTALL NEW TRANSOMS, TYP. OF 4

PAINT STOREFRONTS

INSTALL NEW SIGNAGE: INDIVIDUAL LETTERS MOUNTED TO STOREFRONT (SEE 'ADDITIONAL INFO' SECTION)

INSTALL NEW OPERABLE RETRACTABLE CANOPIES, TYP. OF 2

INSTALL V-KOOL FILM ON WINDOWS TO MINIMIZE UV RAYS FROM SUNLIGHT (SEE 'ADDITIONAL INFO' SECTION)

ADD VINYL WINDOW LETTERING TO STOREFRONT DOORS

REMOVE PAINT FROM STOREFRONT TILES EXPOSING ORIGINAL BLUE COLOR

## 02 | PROPOSED FACADES - EAST ELEVATION

A1 | NOT TO SCALE

### GENERAL NOTES

1. THIS DRAWING IS INTENDED TO PROVIDE A SCHEMATIC DESIGN FOR THE FACADE REHABILITATION OF THE EXISTING BUILDING LOCATED AT ADDRESS INDICATED.

2. RECOMMENDATIONS ARE BASED UPON A PRELIMINARY REVIEW OF THE EXISTING CONDITIONS.

3. ALL WORK SHALL CONFORM TO THE SECRETARY OF INTERIORS RECOMMENDATIONS FOR REHABILITATION, AS DEVELOPED BY THE NATIONAL PARK SERVICE WITHIN THE UNITED STATES DEPARTMENT OF THE INTERIOR.

4. WHERE 'REMOVE' IS GIVEN AS A DIRECTIVE, DO SO WITH EXTREME CAUTION AND CARE IN ORDER TO ENSURE THAT THE EXISTING MATERIAL, UNDERLATH AND/OR ADJACENT, IS NOT DAMAGED.




MERRILL  
117-119 N. WASHINGTON  
OWASSO, MI 48867

Y2 - OWASSO	A1
10 / 2310	
NO SCALE	



## 01 | EXISTING CONDITIONS

1/4" = 1'0" SCALE

### COLOR LEGEND - NOT FOR COLOR MATCH

- A. SHERMAN WALLACE SW 013 - BAGUETTE
- B. SHERMAN WALLACE SW 016 - KUM BEIGE
- C. SHERMAN WALLACE SW 001 - BLACK MAGIC

### PAINTING COLOR LEGEND - NOT FOR COLOR MATCH

- E. AWWING - BUSBELL 4414 - EASTLAND CLASSIC



## 02 | PROPOSED FACADE - EAST ELEVATION

1/4" = 1'0" SCALE

02-01-0000

1. THIS DRAWING IS INTENDED TO PROVIDE A PRELIMINARY DESIGN FOR THE FACADE RESTORATION OF THE EXISTING BUILDING LOCATED AT ADDRESS INDICATED.
2. RECOMMENDATIONS ARE BASED UPON A PRELIMINARY REVIEW OF THE EXISTING CONDITIONS.
3. ALL WORK SHALL CONFORM TO THE SECRETARY OF INTERIOR'S STANDARDS FOR RESTORATION AS DEVELOPED BY THE NATIONAL PARK SERVICE WITHIN THE UNITED STATES DEPARTMENT OF THE INTERIOR.
4. BEFORE THROUGH'S SURVEYOR'S OFFICE, DO WITH EXTREME CAUTION AND CARE IN ORDER TO INSURE THAT THE EXISTING MATERIAL UNDERGOING WORK IS PROTECTED, IF NOT DAMAGED.



**TREEN**  
207 N. WASHINGTON ST.  
OWG590, MI 48867

Y2 - OWG590  
12.1.2010  
NO SCALE

A1



111 East Main

This entire section was destroyed during recent investigative architectural work. There was no existing brick.

REMOVE EXISTING WOOD SILING

EXISTING BRICK TO REMAIN

NEW MULTI-WYTHE BRICK LINTEL  
(4 COURSES OF LADDER TYPE  
HORIZONTAL JOINT REINFORCEMENT  
IN EACH WYTHE OF BRICK)

NEW BRICK TO  
MATCH EXISTING

NEW BRICK ARCH TO  
ARCH BELOW

EXISTING BRICK TO REMAIN

NEW WINDOWS TO  
MATCH EXISTING

REMOVE AND REPLACE  
EXISTING LESTONE SKIL

RE-BUILD 3RD STORY BRICK ARCH  
TO MATCH 2ND FLOOR, INCLUDING  
WOOD IN-FILL UNDER BRICK ARCH

#### NOTES:

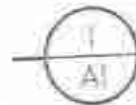
1. THE ATTIC SPACES SHALL BE VENTILATED WITH  
A 50 CFM EXHAUST FAN AND A MATCHED  
AIR INTAKE ON THE ROOF (OR LOUVER /  
CHIMNEY ON THE EXTERIOR WALL). SYSTEM SHALL  
HAVE AUTOMATIC CONTROLS TO OPERATE WHEN  
THE RELATIVE HUMIDITY IN THE SPACE EXCEEDS  
60% OR THE TEMPERATURE EXCEEDS 100 DEG.

2. UNIT SHALL HAVE AN AIR CONDITIONING UNIT.

3. UNIT SHALL HAVE A MAIN CIRCUIT PANEL.

4. CONTRACTOR TO VERIFY EXACT WINDOW SIZE PRIOR TO  
ORDERING NEW WINDOWS.

5. INSTALL SOUND BATT INSULATION BETWEEN BATHROOMS AND  
ALL COMMON AREAS.



BRICK DETAIL

SCALE: 1/8"=1'-0"

Replace second  
floor windows and  
wood trim

REVISIONS

DATE

15227 WILCOX ROAD  
LANTON, RAPIDS, MI. 49827  
(517) 663-0002  
(517) 281-8433

NEW  
DIMENSION  
DESIGN

PREPARED FOR

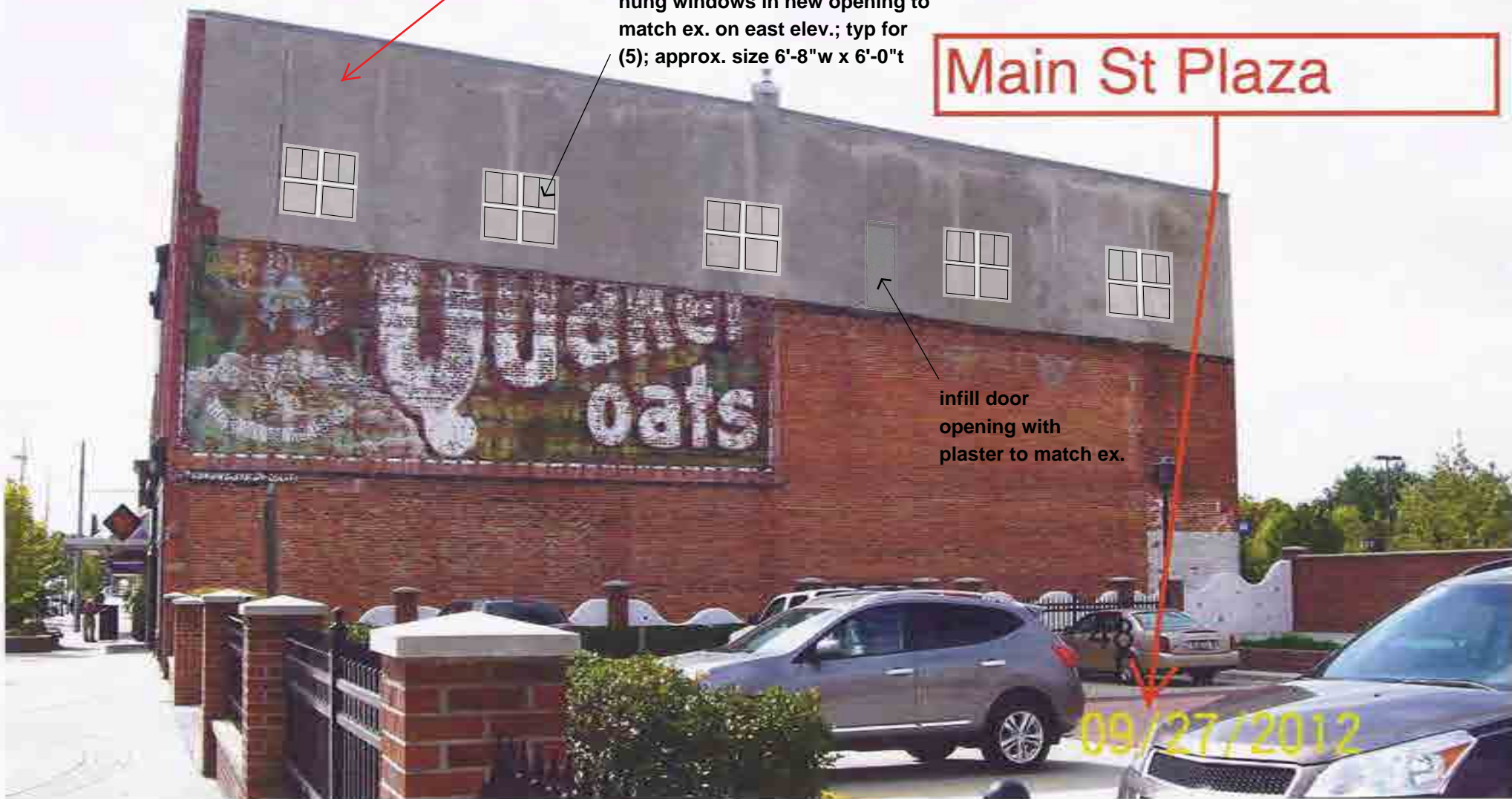
Stain to match brick

new aluminum frame double hung windows in new opening to match ex. on east elev.; typ for (5); approx. size 6'-8" w x 6'-0" t

Main St Plaza

infill door opening with plaster to match ex.

09/27/2012



## **PART 2 APPLICATION**

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

#### **SECTION 2 – UGLG IDENTIFICATION FORM**

Complete all items on the UGLG Identification Form (Attachment 1).

Attached: ☒ Yes ☐ No

#### **ATTACHMENT 1**

#### **UGLG IDENTIFICATION FORM**

IDENTIFICATION OF UGLG		FUNDING SOURCES			
UGLG	City of Owosso	CDBG	\$ 270,375		
Street/PO Box	301 W. Main St.	CDBG/RLF	\$		
City	Owosso	Other State	\$		
County	Shiawassee	Other Federal	\$		
State/Zip	48867	UGLG	\$ 6397		
Contact Name:	Adam Zettel	Private	\$ 83,728		
Contact Telephone Number	989.898.1394	Other	\$		
Contact E-mail Address	adam.zettel@ci.owosso.mi.us	Total	\$ 360,500		
UGLG's fiscal year end	6/30/2013	Census Tract(s) project is located in ( <a href="#">census tract locator</a> ): 261550306			
<b>AUTHORIZED UGLG OFFICIAL</b>					
Signature:					
Name and Title: Adam Zettel, Director of Community Development		Telephone	989.725.0544	Date	3/20/2013



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

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# ***MEMORANDUM***

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DATE: April 10, 2013  
TO: OWOSSO CITY COUNCIL  
FROM: Adam Zettel, AICP  
RE: Emerson Tree Planting

---

The time has come to make the tree purchases for the Emerson Grove planting. The project, which is largely funded by the Michigan DNR Forestry grant, includes at least 32 oak and maple plantings. These trees were pledged, in part, by Nash Nurseries. During the initial stages of the project formulation, Bill Nash indicated that he could provide trees at a discount ranging from \$45 per tree to \$300 per tree, with free delivery. Please see the attached schedule for details. This in-kind donation and the stated values were accepted by the DNR as part of the local match for grant purposes.

Because the market value of the order exceeds \$5,000, we are requesting a city council resolution to approve this purchase without a competitive bidding process. We feel this purchase is unique in nature due to the consideration of the donation, therefore making the products not competitive in nature.

An exception to the normal procurement policies can be accomplished in accordance with City Code Section 2-344 "Where the service, product or material contracted for is not competitive in nature, and the purchasing agent so certifies to the council in writing;"

Please see the attached resolution for purchasing details. The grant application requires the purchase of at least 32 trees. Fundraising for this project has raised \$3,390, which permits the acquisition of six more spaded trees as noted in the attached list. The funds will be paid from the city's general fund and reimbursed by the State of Michigan. The city is only expected to incur costs related to force account activities such as labor, equipment, and existing material costs.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE NO BID PURCHASE OF TREES FOR  
THE MICHIGAN DNR COMMUNITY FORESTRY GRANT PROGRAM  
EMERSON GROVE PLANTING PLAN**

WHEREAS, the oak grove at Emerson School, also known as Emerson Grove, is an historic site known and cherished throughout the community as a mature and shaded cluster of oaks that brings the feel of a forest to the heart of the community; and

WHEREAS, many community members affiliated with the Owosso Public Schools, the City of Owosso, local businesses, and the general public feel that a reinvestment in this asset is necessary to preserve the area's heritage and improve the quality of life in the community; and

WHEREAS, a project was approved that partnered the City of Owosso with the Owosso Public Schools to plant new oaks and maples on the historic property at Emerson School; and

WHEREAS, this project will not only beautify a public space but also educate and promote best practice forestry goals and operations within the school operations department and its students, and showcase urban forestry to volunteers and the community at large in an effort to build a stronger culture of urban forestry stewardship; and

WHEREAS, the City of Owosso has written and received a grant in the amount of \$3,800 to assist with this endeavor; and

WHEREAS, the community has come together to raise funds for this project, collecting \$3,390.00; and

WHEREAS, the trees to be ordered for this project exceed \$5,000 in value and as such are subject to the bid process; and

WHEREAS, city code Section 2-344 permits exceptions to the bid policy under specific circumstances for purchases that exceed \$5,000; and

WHEREAS, the city finds that the uniqueness of the tree donations in applying for and executing this grant project make said trees a commodity that is non-competitive.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase trees from Nash Nursery in the amount of \$7,190.00 as outlined in the attached schedule, such funds to be paid from general fund line item 101-000-600.648.
- SECOND: City staff is directed to execute this order and undertake all financial and project tracking and reporting as necessary to be reimbursed by the DNR for expenses up to \$3,800.
- THIRD: The Owosso City Council affirms its commitment to funding, through the in-kind services of its staff and workforce, such elements as outlined in the grant application.
- FOURTH: The City of Owosso agrees to maintain satisfactory financial accounts, documents and records and make them available to the Department of Natural Resources for auditing at reasonable times.



PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 15th DAY OF April, 2013.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CITY OF OWOSSO

ATTEST:

---

Benjamin R. Frederick, Mayor

---

Amy K. Kirkland, City Clerk

## Emerson Grove Purchase List

### Original Proposal

Species	Size	Stock	Number	Tree Cost	Discount Price	Total Cost
Acer rubrum 'Red Sunset' (Maple-Flame)	2"-2.5"	B&B	6	\$170	\$125	\$750
Acer saccharum (Maple-Sugar)	3"-3.5"	B&B	3	\$250	\$175	\$525
Quercus palustris (Oak-Pin)	2.5"-3"	B&B	2	\$250	\$175	\$350
Quercus rubra (Oak-Red)	2"-2.5"	B&B	16	\$170	\$125	\$2,000
Quercus coccinea (Oak-Scarlet)	1.5"	Potted	4	\$170	\$125	\$500
Quercus macrocarpa (Oak-Burr)	4"-5"	Spade	1	\$675	\$395	\$395

### Additional Plantings

Quercus rubra (Oak-Red)	4"-5"	Spade	1	\$675	\$395	\$395
Quercus macrocarpa (Oak-Burr)	4"-5"	Spade	3	\$675	\$395	\$1,185
Quercus macrocarpa (Oak-Burr)	6"-7"	Spade	1	\$895	\$595	\$595
Quercus rubra (Oak-Red)	5"-6"	Spade	1	\$795	\$495	\$495

**Total                    \$7,190**

# City of Owosso

0 50 100 200 300 400  
Feet

## Emerson Grove Tree Planing Plan

September 6, 2012



Tree-Removal <5 yrs



Tree-Removal 2012-13



New B&B Maple



New B&B Oak



New Spade Oak





301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

---

# *MEMORANDUM*

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DATE: April 10, 2013

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: Bentley Park Award

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The bid (that is not a typo, we only received one bid) for Bentley Park is in, and it is not good.

Last year, we bid this project and rejected all bids because the bids ranged from \$85,000 to over \$100,000. We spent some time looking at alternate project scopes, distributed a winter bid in hopes of better pricing, and put extra effort into promoting interest. For whatever reason, we did not get the results we had hoped for, and the delay ended up generating only one bid. The amount was \$98,000 for the project as originally scoped and \$89,000 for the alternate project with only one functioning bathroom. The project engineer believes that the material costs and recent economic activity are to blame. The original estimate was \$70,000.

Based upon the price of \$89,000, the cost to the city will be \$49,700.00 plus force account work and purchasing related to on-going maintenance activities (concrete replacement, tree planting, fence replacement, etc.). \$16,450 was originally budgeted by the city, along with an additional \$10,000 from the Kiwanis Club, for this purpose. The current shortfall that would need to be covered by the general fund is \$33,250 for the \$89,000 bid. The shortfall to complete the project as originally proposed is \$42,250, totaling a general fund contribution of \$58,700.

This leaves the city council with a number of options:

1. Reject all bids and bid again with the assumption that something better will come along
2. Reject all bids and bow out of the grant agreement, thereby releasing the city from the need to make these improvements
3. Accept the high bid to do all work and move on (with a total contribution from the general fund of \$58,700)

4. Accept the modified bid to repair only one bathroom (with contribution from the general fund of \$49,700), and plan to complete the work sometime in the future

Should the council decide to pursue the project, another factor to consider is the tennis courts. The city has the option to fix all three for tennis purposes, or to only fix two and leave one open for other activities (such as a skating rink or skate park). The later option, which would still include the pavement repair, has been considered by the parks and recreation commission because of the ability to light and secure this area for a planned skating rink. There is no difference in cost.

As the community development director, I feel strongly that this project needs to be completed. I also do not believe the city will benefit from bidding this again or in any way delaying all or a part of the work. Because the improvements are substantial and resemble those of a new capital improvement, I think the city council should consider amending the initial contribution from \$16,450 to \$58,700 and complete the entire renovation with monies from the city's fund balance. This will still require some maintenance dollars to be spent out of the city's park budget to finish the other elements of the project. I also believe that the option to leave one of the courts open as a multi-use surface is advisable.

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF A BID AWARD THE  
MICHIGAN DNR BENTLEY PARK RECREATION PASSPORT GRANT**

WHEREAS, Bentley Park is noted as being one of the oldest parks with the most public exposure in the city; and

WHEREAS, the park facilities are exceeding their useful life, and regular maintenance cannot effectively address some of the facility shortcomings; and

WHEREAS, the City of Owosso Parks and Recreation Commission, in conjunction with city staff, investigated and audited Bentley Park in the fall of 2010 for the purpose of planning an investment strategy to rehabilitate and rejuvenate the park and subsequently delivered a capital rehabilitation plan to the City Council in October of 2010; and

WHEREAS, the City of Owosso and its partners intend to rehabilitate the existing facilities, increase accessibility, enhance the natural features, and increase use with a new playscape; and

WHEREAS, the City of Owosso, the Owosso Kiwanis Club, and the Shiawassee Community Foundation are publicly and financially committed to carrying out the improvements in Bentley Park; and

WHEREAS, the State of Michigan Department of Natural Resources has awarded a Recreation Passport Grant applications in the amount of \$29,300 towards the rehabilitated facilities for the purpose of "providing public outdoor recreation opportunities or facilities and infrastructure to support public outdoor recreation activity"; and

WHEREAS, the City of Owosso has received one bid, in the amount of \$98,000, to complete certain portions of the project.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to accept the bid in the amount of \$98,000 to complete the project as specified in the bid documents.
- SECOND: The Mayor is instructed and authorized to sign such documents as necessary between the City of Owosso and Oak Construction Company of Flushing, Michigan.
- THIRD: The Owosso City Council commits to amend the budget to enable a general fund contribution of \$58,700.
- FOURTH: The City of Owosso agrees to maintain satisfactory financial accounts, documents and records and make them available to the Department of Natural Resources for auditing at reasonable times.
- FIFTH: The City of Owosso selects the alternate bid that will result in one tennis court being left open for multi-purpose area, finding such an adjustment would enhance the use of the park in the winter and summer months.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 15th DAY OF APRIL, 2013.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CITY OF OWOSSO

ATTEST:

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City

**ADVERTISEMENT FOR BIDS**  
**Bentley Park Improvements**  
**City of Owosso**

Location amended  
to Rowe's office in  
Flint due to holiday.



Sealed Proposals on forms prepared by the Engineer will be received by City of Owosso, 301 West Main Street, Owosso, MI 48867 until 2:00pm (local time) on March 29, 2012 for the construction of ADA upgrades in restrooms, rehab of tennis and basketball courts in accordance with Drawings, Specifications, and other Contract Documents prepared by ROWE Professional Services Company. Proposals will be publicly opened and read immediately after the time established above.

Principal items of work include but are not limited to:

- |      |     |  |
|------|-----|--|
| 300  | Ft  | Joint and Crack Cleanout                       |
| 32   | Ton | HMA, Ultra-Thin High Volume                    |
| 660  | Ft  | PavtMrkg, Regular Dry, 2 inch, Yellow          |
| 700  | Ft  | Tennis Court Crack Repairs                     |
| 2100 | Syd | Acrylic Surface Sealer & Tennis Court Striping |
| 1    | LS  | Restroom Restoration                           |

Drawings, Specifications, and other Contract Documents may be examined at the following locations:

1. ROWE Professional Services Company; Flint, Michigan
2. F.W. Dodge Corp.
3. Construction Association of Michigan
4. Reed Construction Data

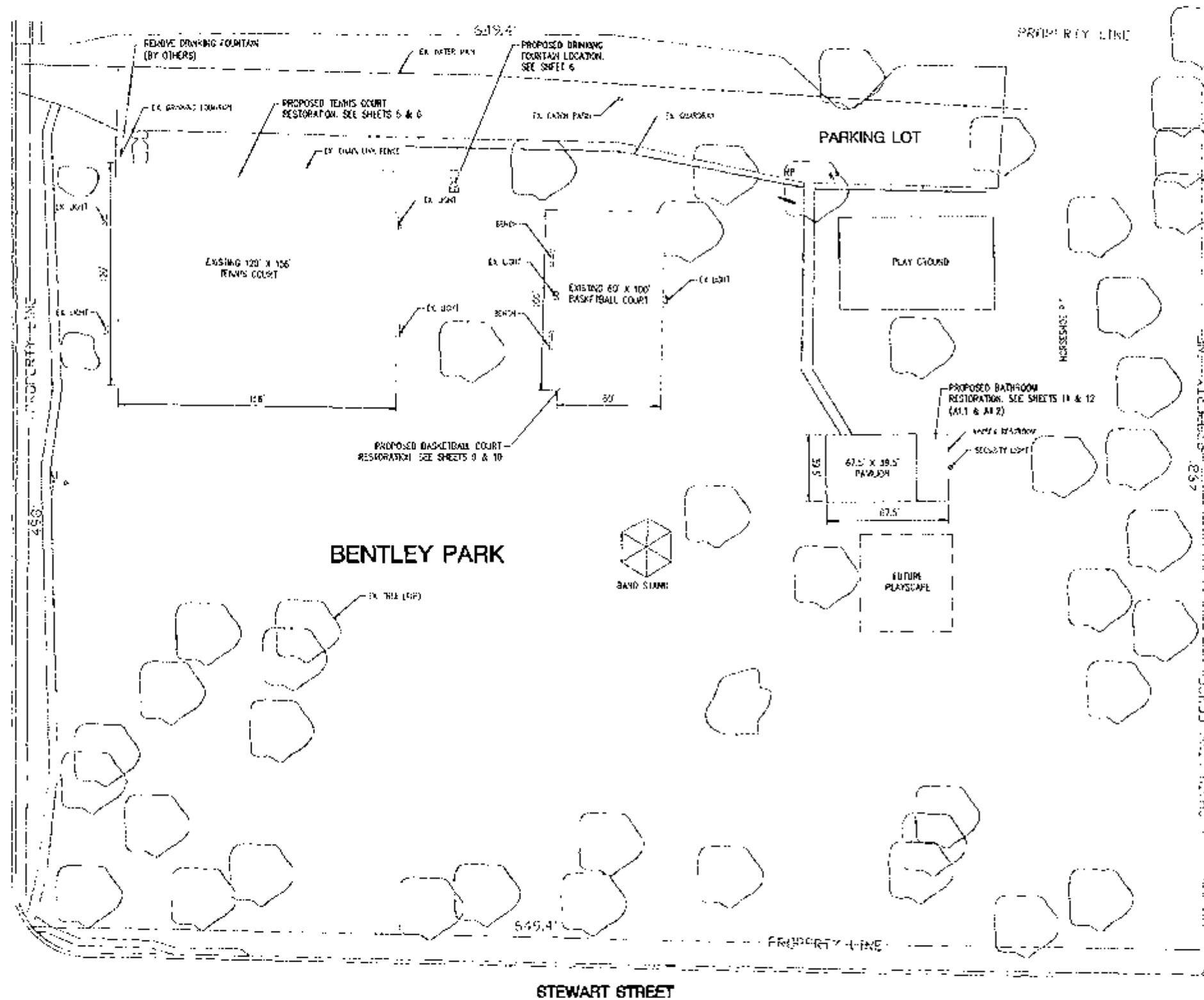
Drawings, Specifications and other Contract documents for submitting a bid must be obtained upon application at the office of ROWE Professional Services Company, upon the payment of \$35.00 per set plus \$5.00 per set if mailed. Plans and specifications will not be mailed until payment is received. The non-refundable fee shall be in check form and shall be drawn payable to ROWE Professional Services Company. The Engineer's address is ROWE Professional Services Company, PO Box 3748, 540 S. Saginaw St., Suite 200, Flint, MI 48502 and the telephone number is (810) 341-7500. Bidding documents must be purchased from the engineer. Bids submitted on forms obtained anywhere besides the office of ROWE Professional Services Company will not be accepted.

Each proposal shall be accompanied by an acceptable form of Proposal Guaranty in an amount equal to at least five per cent (5%) of the amount of the Proposal payable to City of Owosso as a guaranty that if the Proposal is accepted, the Bidder will execute the Contract and file acceptable Performance, Labor and Material Payment and Maintenance and Guarantee Bonds within ten (10) days after, and as a condition precedent to the award of the Contract.

City of Owosso, hereinafter called the Owner, reserves the right to reject any or all Proposals and to waive any formality or technicality in any Proposal in the interest of the Owner. This project is funded with assistance from a Michigan Natural Resources Trust Fund Grant. All relevant State and Federal regulations apply.



SHAWASSEE STREET (M-52)



REVISIONS			
NO.	DATE	DESCRIPTION	BY

REV: \_\_\_\_\_  
SHT# 2 OF 14  
JOB No. 1200184

PREPARED FOR  
**CITY OF OWOSSO**  
**BENTLEY PARK IMPROVEMENTS**  
BASE BID  
SITE MAP

**ROWE PROFESSIONAL SERVICES COMPANY**  
The ROWE Building  
540 S. Saginaw St., Ste. 200 P.O. Box 3749  
Farmington, MI 48302  
Tel: (810) 341-7500  
Fax: (810) 341-7573  
www.rowepsc.com

PLAN DATE: DECEMBER 2012  
PROJECT NO.: LPF  
REVIEWER: JTY  
SCALE: 1" = 30'

3 WORK DAYS  
BEFORE YOU DIG  
CALL MISS DIG  
1-800-482-7171  
FOR THE LOCATION OF  
UNDERGROUND UTILITIES

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**LUMP SUM BASE BID:**

Tennis Court Rehab	LSUM \$ 37,000
Basketball Court	LSUM \$ 18,000
Pavilion / Bathroom Rehab	LSUM \$ 27,000
Drinking Fountain	LSUM \$ 7,000
<b>TOTAL LUMP SUM BASE BID PRICE</b>	<b>\$ 89,000</b>

**ALTERNATE #1**

Tennis Court Rehab

LSUM \$ 37,000

Basketball Court

LSUM \$ 18,000

Pavilion / Bathroom Rehab

LSUM \$ 27,000

Drinking Fountain

LSUM \$ 7,000**TOTAL LUMP SUM BID PRICE**\$ 89,000.**ALTERNATE #2**

Tennis Court Rehab

LSUM \$ 37,000

Basketball Court

LSUM \$ 18,000

Pavilion / Bathroom Rehab

LSUM \$ 36,000

Drinking Fountain

LSUM \$ 7,000**TOTAL LUMP SUM BID PRICE**\$ 98,000.

- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01 The required bid security in the form of 5% bond is attached to and made a condition of this Bid.
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on March 29, 2013

*Note to Bidders - Complete only one of the following three sections as appropriate for your business status: individual, partnership or corporation.*

If Bidder is:

An IndividualName (typed or printed): N/ABy: N/A

(Individual's signature)

Doing business as: N/ABusiness address: N/APhone No: N/A Fax No: N/A





# AIA Document A310™ – 2010

## Bid Bond

Bond 71395873

### CONTRACTOR:

*(Name, legal status and address)*

Oak Construction Corp.  
7077 S. Fork Drive  
Swartz Creek, MI 48473

### SURETY:

*(Name, legal status and principal place of business)*

Western Surety Company  
101 South Phillips  
Sioux Falls, SD 57192

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

*(Name, legal status and address)*

City of Owosso  
301 West Main Street  
Owosso, MI 48867

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Bid (5% of Bid)

### PROJECT:

Bentley Park Improvements  
*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29 day of March, 2013

*(Witness)*

*(Witness)*

Tammy Barnowski

Oak Construction Corp.

*(Principal)*

*(Seal)*

*(Title)*

Western Surety Company

*(Surety)*

*(Title)*

John T. Foster

*(Seal)*  
Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John T Foster, Jim Slear, Lori A King Clyde, Individually**

of Lansing, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Brufat  
Paul T. Brufat, Vice President

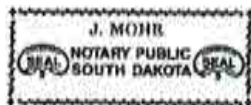
State of South Dakota }  
County of Minnehaha }

ss

On this 23rd day of October, 2012, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29 day of March, 2013.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

To: Owosso City Council  
 From: Charles Rau, Building Official  
 Date: 04/09/2013  
 Subject: Building Department Report for March, 2013

Category	Estimated Cost	Permit Fee	Number of Permits
Demolition	\$0	\$10.00	1
Electrical	\$0	\$548.00	4
Fence - Residential	\$700	\$20.00	1
Garage, detached	\$14,000	\$153.00	1
Mechanical	\$0	\$3,652.00	20
Non-Res. Add/Alter/Repair	\$5,000	\$72.00	1
Plumbing	\$0	\$247.00	3
Pools	\$0	\$20.00	1
Res. Add/Alter/Repair	\$97,850	\$862.00	22
Res. Utility Building	\$3,000	\$54.00	1
Sign	\$500	\$20.00	1
<b>Totals</b>	<b>\$121,050</b>	<b>\$5,658.00</b>	<b>56</b>

**2012 COMPARISON TOTALS**

		BUILDING PERMITS ONLY	-	19
MARCH, 2012 TOTALS	\$132,050	\$4,378.00		34

MMS

04/09/2013

# **Enforcements By Category**

04/09/13

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MARCH, 2013

## **ANIMALS**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0129	1318 W STEWART ST	CLOSED	Resolved	03/08/13	04/08/13	N
<b>Total Entries:</b>				<b>1</b>		

## **AUTO REP/JUNK VEH**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0131	709 FLETCHER ST	REF TO POLICE	Resolved	03/08/13	03/24/13	N
ENF 13-0165	512 E COMSTOCK ST	LETTER SENT	Letter Sent	03/27/13		N
ENF 13-0177	528 RIVER ST	N & O SENT	N & O Sent	03/31/13		Y
ENF 13-0179	421 N SAGINAW ST	N & O SENT	N & O Sent	03/26/13		Y
<b>Total Entries:</b>				<b>4</b>		

## **BUILDING VIOL**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0118	205 E STEWART ST	EXTEN GRANTED	Extension Granted	03/01/13		N
ENF 13-0124	1409 W MAIN ST	CLOSE PER MERLE	Resolved	03/06/13	03/13/13	VAC
ENF 13-0130	520 N PARK ST	PERMIT ISSUED	Resolved	03/08/13	03/08/13	Y
ENF 13-0134	1018 BEEHLER ST	EXTEN GRANTED	Extension Granted	03/12/13		Y
ENF 13-0138	113 E MAIN ST	LETTER SENT	Letter Sent	03/13/13		COMM
ENF 13-0140	829 E EXCHANGE ST	VERBAL NOTICE	Resolved	03/14/13	03/15/13	Y
ENF 13-0142	820 S CHIPMAN ST	VN SENT	Letter Sent	03/17/13		N
ENF 13-0143	1333 N WATER ST	REF TO RAU	REF TO RAU	03/18/13		N
ENF 13-0144	714 N SAGINAW ST	VN SENT	Letter Sent	03/18/13		VAC
ENF 13-0146	536 MARTIN ST	TALKED WITH RAU	Extension Granted	03/17/13		VAC
ENF 13-0147	409 GRACE ST	REF TO RAU	REF TO RAU	03/18/13		VAC
ENF 13-0148	907 W MAIN ST	REF TO RAU	Resolved	03/20/13	03/20/13	COMM
ENF 13-0152	819 E COMSTOCK ST	LETTER SENT	Letter Sent	03/20/13		Y

# **Enforcements By Category**

04/09/13

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MARCH, 2013

ENF 13-0156	208 N CEDAR ST	REF TO RAU	REF TO RAU	03/25/13	Y
ENF 13-0161	1314 W STEWART ST	LETTER SENT	Letter Sent	03/26/13	VAC

**Total Entries:** 15

## **FRONT YARD PARKING**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0150	1080 JACKSON DR	REF TO POLICE	No Violation	03/20/13	03/25/13	N
ENF 13-0151	1171 JACKSON DR	REF TO POLICE	No Violation	03/20/13	03/25/13	N

**Total Entries:** 2

## **GARBAGE & DEBRIS**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0120	900 AMENT ST	VIOLATION	Resolved	03/04/13	03/05/13	Y
ENF 13-0121	645 THIRD ST	VERBAL NOTICE	COMPLIED	03/04/13	03/05/13	Y
ENF 13-0123	416 N PARK ST	REF TO POLICE	No Violation	03/05/13	03/07/13	N
ENF 13-0133	1412 LYNN ST	REF TO POLICE	Resolved	03/10/13	03/24/13	N
ENF 13-0135	609 E OLIVER ST	REF TO POLICE	REF TO POLICE	03/07/13		Y
ENF 13-0136	418 N DEWEY ST	REF TO POLICE	Resolved	03/07/13	03/30/13	N
ENF 13-0137	713 BROADWAY AV	REF TO POLICE	Resolved	03/12/13	03/28/13	Y
ENF 13-0159	1216 HUNTINGTON DR	REF TO POLICE	REF TO POLICE	03/18/13		Y
ENF 13-0160	648 PINE ST	LETTER SENT	Resolved	03/13/13	03/28/13	Y
ENF 13-0166	639 E COMSTOCK ST	REF TO POLICE	No Violation	03/27/13	03/28/13	N
ENF 13-0178	209 S CHIPMAN ST	LETTER SENT	Letter Sent	03/30/13		Y

**Total Entries:** 11

## **MULTIPLE VIOLATIONS**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0125	1221 W MAIN ST	REF TO POLICE	REF TO POLICE	03/07/13		Y
ENF 13-0132	1410 LYNN ST	REF TO POLICE	No Violation	03/11/13	03/24/13	Y



## **Enforcements By Category**

04/09/13

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MARCH, 2013

ENF 13-0141	621 N SAGINAW ST	LETTER SENT	Letter Sent	03/14/13	Y
ENF 13-0145	624 ALGER AV	REF TO RAU	REF TO RAU	03/17/13	VAC
ENF 13-0157	313 MICHIGAN AV	REF TO POLICE	REF TO POLICE	03/25/13	Y
ENF 13-0162	809 E MASON ST	SEND VN	Letter Sent	03/26/13	Y
<b>Total Entries:</b>				<b>6</b>	

### **RENTAL UNIT VIOL**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0149	838 BROADWAY AV	CALLED HOMEOWNER	Resolved	03/17/13	03/22/13	VAC
ENF 13-0153	509 MILWAUKEE ST	LETTER SENT	Letter Sent	03/21/13		Y
<b>Total Entries:</b>				<b>2</b>		

### **ZONING**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0122	719 N WASHINGTON ST	REF TO POLICE	No Violation	03/04/13	03/30/13	Y
ENF 13-0155	427 E MAIN ST	REF TO RAU	Resolved	03/25/13	04/08/13	Y
ENF 13-0158	203 N CEDAR ST	REF TO RAU	REF TO RAU	03/25/13		Y
<b>Total Entries:</b>				<b>3</b>		

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**Total Records: 44**

Total Pages: 3

# **Enforcements By Category**

MARCH, 2013

04/09/13

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## RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental

N - No, it's not a rental - owner occupied

APTS - Apartment Building

COMM - Commercial

REPO - Repossession

TRAIL - Trailer Park

VAC - Vacant House

VL - Vacant Lot

IND - Industrial



## OWOSSO PUBLIC SAFETY

Director of Public Safety  
Kevin Lenkart

202 S WATER ST · OWOSSO, MICHIGAN 48867-2958 · (989) 725-0580 · FAX (989) 725-0528

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# *MEMORANDUM*

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DATE: April 9, 2013  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: March 2013 Police Report

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Attached are the statistics for the police department for March 2013. This report includes activity for the month of March and year to date statistics. Also attached is a list of Field Contacts, which are incidents that the police are dispatched to that require no further follow up than the officers initial response.



## Case Assignment/Clearance Report For March, 2013

March 2013

Offenses	Current Month		Year-To-Date		Percent
	Assigned	Cleared	Assigned	Cleared	Cleared
<i>PART I OFFENSES</i>					
ROBBERY	0	0	0	3	0 %
AGGRAVATED ASSAULT	0	1	4	4	100 %
BURGLARY	1	1	10	9	90 %
LARCENY	21	14	61	44	72 %
MOTOR VEHICLE THEFT	1	1	1	1	100 %
SIMPLE ASSAULT	7	5	17	13	76 %
ARSON	0	0	0	0	0 %
FORGERY & UTTERING	0	1	0	1	0 %
COUNTERFEITING	0	0	0	0	0 %
FRAUD	9	3	24	8	33 %
EMBEZZLEMENT	0	0	0	0	0 %
WEAPON CRIMES- CARRY, POSS,	0	0	3	3	100 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	3	4	7	6	85 %
NARCOTICS VOLIATIONS	3	2	19	13	68 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	0	0	0 %
SEX OFFENSES 2	3	4	7	6	85 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDNAPPING	0	0	0	0	0 %
BURGLARY RESIDENTIAL	1	1	7	2	28 %
BURGLARY COMMERCIAL	0	0	1	1	100 %
RESISTING/OBSTRUCTING	0	0	1	2	200 %
<i>PART I OFFENSES</i>	<i>49</i>	<i>37</i>	<i>162</i>	<i>116</i>	<i>71 %</i>
<i>PART II OFFENSES</i>					
PAROLE/PROBATION VIOLATION	0	0	0	0	0 %
NATURAL DEATH	2	0	8	3	37 %
RETAIL FRAUD	0	0	1	1	100 %
RUNAWAY	7	4	10	6	60 %
VIOLATION PPO/ COURT ORDER	0	0	0	0	0 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	0	0	1	1	100 %
TRAFFIC OFFENSES OTHER	5	2	15	6	40 %
CRIMINAL CASE OTHER	1	1	1	1	100 %
WARRANT ARREST	12	11	40	37	92 %
SUSPICIOUS CIRCUMSTANCES	3	2	8	6	75 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	5	3	14	12	85 %
DOMESTIC ASSAULT/SITUATION	12	4	39	22	56 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	3	2	9	11	122 %
RECOVERED PROPERTY	0	0	0	0	0 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	0	0	1	1	100 %
DOA	0	0	0	0	0 %
ANIMAL COMPLAINTS	3	1	6	2	33 %
MISSING PERSON	1	1	3	3	100 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	0	0	0	0	0 %
TRAFFIC - HIT & RUN	4	2	9	4	44 %
FIRES - NOT ARSON	0	0	1	1	100 %
LOST PROPERTY	0	0	2	2	100 %
NON-CRIMINAL CASE	11	11	29	25	86 %
CRIMES AGAINST FAMILY &	0	0	2	0	0 %
DRIVING WHILE IMPAIRED	9	10	19	20	105 %
LIQUOR LAW VIOLATIONS	4	0	5	1	20 %
DISORDERLY CONDUCT	6	3	10	7	70 %
OTHER CRIMES	14	8	38	25	65 %
IMPOUND / TOW FOLLOW-UP	0	0	3	1	33 %
FALSE ALARM	0	0	1	1	100 %
MOTOR VEHICLE CRASH	20	15	87	70	80 %
THREATS	0	0	0	0	0 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	3	3	19	16	84 %
<b>PART II OFFENSES</b>	<b>125</b>	<b>83</b>	<b>381</b>	<b>285</b>	<b>74 %</b>
<b>Grand Totals:</b>	<b>174</b>	<b>120</b>	<b>543</b>	<b>401</b>	<b>73 %</b>

**Field Contact By Reason Summary Report**

Date Range: 03/01/2013 - 03/31/2013, Agency: OWPD

<b>Reason for Contact</b>	<b>Count</b>
911 Hang Up	13
False Alarm Commercial	14
False Alarm Residential	2
All Other Service Reports	4
Animal Complaints Other	13
Assist Ambulance	5
Assist To Other Dept	13
Assist Fire Dept	1
Attempt To Locate	10
Barking Dog	6
Burning Ordinance	2
Civil Dispute	19
Code Enforcement - Owosso	10
Disturbance	3
Fight / No Assault	3
Fireworks	2
Found Property	4
Gun Permit/register	55
Harrassment	3
Investigate Vehicle	1
Lost Property	1
Loud Music	9
Loud Party	4
Damage To Property	1
Mental Pickup/transport	1
Motorist Assist	6
Open Door	12
Ordinance Violation	8
Parking Problem	49
Pawn Ticket	164
Peace Officer	10
Private Property Pda / Non Reportable	1
Prowler	1

<b>Reason for Contact</b>	<b>Count</b>
Reckless Driver	3
Road Hazard	4
Suspicious Person	21
Suspicious Situation	35
Suspicious Vehicle	17
Trouble With Kids	17
Trouble With Neighbor	13
Trouble With Subject	56
Phone Harassment	9
Unwanted Subject	6
Vehicle Inspection	1
Welfare Check	21
Wire Down	1
Work Traffic	135

**MARCH 2013**

## Burning Violations - No Citation Issued

CASE_ID	FCDATE	STREET	STREET
201301650	03/30/2013 14:03:00	S WALNUT ST/W HAMPTON ST	
201301632	03/29/2013 21:01:00 420	E GROVER ST	





## OWOSSO PUBLIC SAFETY

Director of Public Safety  
Kevin Lenkart

202 S WATER ST · OWOSSO, MICHIGAN 48867-2958 · (989)725-0580 · FAX (989)725-0528

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# MEMORANDUM

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DATE: April 9, 2013  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: March Fire Report

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During the month of March 2013:

Fire Department responded to 136 Ambulance calls.

- 94 were city residents
- 16 were non-residents
- 26 required no transport

- 27 out of town transfers
- 25 were residents
- 2 were non-residents

- 6 in town transfers
- 2 in-facility transports

Fire Department responded to 13 Fire calls.

- 1 mutual aid building fire
- 1 vehicle fire
- 2 smoke investigation
- 2 false alarms
- 1 vehicle accident
- 1 gas leak
- 1 building fire
- 2 unauthorized burning
- 1 attempted burning
- 1 grass fire
- 1 possible fire – out on arrival

The Fire Department also completed the following:

25 Rental Inspections

29 Re-inspections

**MINUTES  
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION  
Council Chambers, City Hall  
March 25, 2013 – 7:00 pm**

**CALL TO ORDER:** Meeting was called to order at 7:00 p.m. by Chairman William Wascher.

**PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited by all in attendance.

**ROLL CALL:** Roll Call was taken by Recording Secretary Marty Stinson.

**MEMBERS PRESENT:** Chairman William Wascher; Secretary Melvin Renfrow ; Commissioners David Bandkau, Tom Kurtz, Cindy Popovitch, Ron Schlaack, Brent Smith, and Thomas Taylor.

**MEMBERS ABSENT:** Vice-Chairman Frank Livingston.

**OTHERS PRESENT:** Adam Zettel, Assistant City Manager and Director of Community Development; Tom Manke, Friends and Community News and Views; and Councilmember Burton Fox.

**AGENDA APPROVAL:**

**MOTION BY COMMISSIONER POPOVITCH, SUPPORTED BY COMMISSIONER KURTZ TO APPROVE THE AGENDA FOR MARCH 25, 2013.  
YEAS ALL. MOTION CARRIED.**

**MINUTES APPROVAL:**

**MOTION BY COMMISSIONER POPOVITCH, SUPPORTED BY COMMISSIONER SCHLAACK TO APPROVE THE MINUTES OF THE MEETING OF JANUARY 28, 2013  
YEAS ALL. MOTION CARRIED.**

**COMMUNICATIONS:**

1. Staff memorandum
2. PC minutes from January 28, 2013
3. City council minutes from March 4, 2013
4. Design guidelines text
5. Outdoor sales and storage; temporary use text

**COMMISSIONER / PUBLIC COMMENTS:**

Mr. Tom Manke, Friends and Community News and Views, 118 S. Washington, thanked the Planning Commissioners for serving on behalf of his readers. He continued about the city being a renters association and that was undesirable according to his readers. The recently proposed ordinance was very poorly received on his website. Comments indicated that no one is telling anyone what color to paint their house; no one is going to tell me I have to have a garage or shed; council will just be voted out; and people have too many rules and regulations.

Damien Benjamin, 615 W. King Street, just purchased home and was glad to become a homeowner. He was looking forward to siding his home but doesn't want someone dictating to him. He just wants to enjoy his home and investment.

Commissioner Schlaack is a member of Mr. Manke's website and noted that every house isn't meant to be the same; that's not true of the ordinance.

Mr. Zettel commented that he didn't know where this was all coming from. The ordinances are meant for new construction only. There has is not a provision on color or back yard hedges. Fence height is proposed to be regulated in a manner similar to the current regulations and hedges are not considered to be fences. He will work as long as necessary to make these ordinances workable with the public. They are not dictating the colors homes can be painted or sided. He noted the only color restriction was applicable to new commercial buildings which are not to be fluorescent or neon colored.

Mr. Manke asked if any new home had to match in color, pitched roof – no flat roofs. Mr. Zettel said it is the intent – if a historic home burns down, can it be rebuilt with cinder block? How important is character? The intent is to avoid grossly dissimilar homes.

Mr. Manke stated that federal and state law says you can't dictate a modular home can't be installed. You can't stop them. Mr. Zettel said it's in the Master Plan. People choose their communities. Owosso believes our neighborhoods should be nice.

Dan Harrow is a tenant from Mason Street. What right does anyone else have to tell me what to do.? I should be able to have barbed wire fences in my front yard if I want to. Commissioner Schlaak answered that your neighbors will lose tens of thousands of dollars in value for their homes.

Mr. Zettel commented that if a home is burned down, a house has to be built to current code. To what degree is Owosso interested in investing in various standards?

Commissioner Kurtz commented that this information has been discussed for about five months and the information out in the public is now skewed. Maybe we should create a summary document with facts – it would clear up many misconceptions. Mr. Zettel said he could do that.

Chairman Wascher stated this only affects new construction.

Commissioner Popovitch stated we are experiencing plummeting property values and taxes. City services are requested. I want my neighborhood to be secure and the whole city safe. We need to continue the standards.

Mr. Zettel asked if he should make this document or have the public hearing in a month first. Commissioner Schlaak said the FAQ first.

Mr. Zettel said we need to disseminate information on Facebook more often. We need to respond more often rather than holding back. Mr. Manke said to send him news items and he would put it up on his site as a quote.

City Councilmember Fox stated he knows what it's like to sit at this table; be a property owner. People don't fully understand the ordinances. We need clear communications. Some ordinances were vague. Wording needs to be precise.

Chairman Wascher stated we don't have any representatives from the Independent or The Argus Press anymore. They used to show up for the meetings.

Mr. Zettel said we could do a workshop at the April meeting. He also said the ordinance is on the city's website for public review. He'll put some "bites" on the social media also.

**SITE PLAN REVIEW:** None

**BUSINESS ITEMS:** Design Guidelines Ordinance and Outdoor Sales and Storage; Temporary Uses

Commissioner Bandkau suggested removing the hedge language. The existing is almost the same otherwise.

Commissioner Popovitch said infill housing is about if a house burns down, the house would fill in between two others. We are looking to protect the integrity of the neighborhoods.

Mr. Zettel felt the Temporary Uses was cleaned up pretty well.

Mr. Manke again thanked the commissioners, but asked why do you have to do anything? If it's not broke...

Commissioner Taylor said it is broken. People are moving out; we need to keep the housing quality up. Mr. Manke replied they are moving out because Owosso has too many rules.

Commissioner Taylor stated that Owosso does have big problems with its housing and neighborhoods. Values are indicative of desirability and quality of life. The city is concerned with projecting values. Changes made to do so may not be for everybody and some people may need to look elsewhere for housing if they don't like the lifestyle of the city or the standards.

Commissioner Popovitch listed many reasons why she likes living in the city. We have to make the city a place where people want to live.

Mr. Zettel said public spaces are investing in your neighborhood – parks are important. If you don't have a large yard; the home is in bad shape; neighborhoods are in bad condition... What's the attraction?

Commissioner Popovitch suggested looking at a tax bill. Part of the taxes go to schools and the county.

Commissioner Kurtz said the process stated with the Master Plan which had the Place Making; work sessions; and gathering data which was driven by public comment.

Commissioner Renfrow reminded the gathering that the survey said the condition of public housing was very important.

**COMMISSIONER / PUBLIC COMMENTS:**

Chairman Wascher stated the MSU students were working on S. Washington Street. Their presentation of recommendations will be coming soon regarding land uses and streetscaping on April 29.

**ADJOURNMENT:**

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER RENFROW, TO  
ADJOURN AT 8:28 P.M. UNTIL APRIL 22, 2013.  
YEAS ALL. MOTION CARRIED.**

mms

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Melvin Renfrow, Secretary

**Minutes  
Regular Meeting of the Parks & Recreation Commission  
Council Chambers, City Hall  
March 25, 2013 – 6 p.m.**

The meeting was called to order at 6:03 p.m. by Chairman Espich.

**Pledge of Allegiance:** The Pledge of Allegiance was recited by all in attendance.

**Roll Call** was taken by Recording Secretary Marty Stinson.

**Members Present:** Chairman Michael Espich; Vice-Chairman Jeff Selbig; Commissioners Tim Alderman, Sherri Chavora, and Nikki Hathaway.

**Members Absent:** None.

**Others Present:** Adam Zettel, Assistant City Manager and Director of Community Development; John Beebe, Disc Golf; Jerry Hebekeuser, 206 N. Dewey St; and David Bandkau, 605 Ryan Street.

**Approve Agenda for March 25, 2013:**

A motion to approve the agenda as presented was made by Commissioner Alderman and supported by Commissioner Selbig.

Ayes: all. Motion carried.

**Approve Minutes from February 25, 2013 meeting:**

A motion to approve the minutes from the February 25, 2013 meeting was made by Commissioner Chavora and supported by Commissioner Alderman.

Ayes: all. Motion carried.

**Public / Board Comments:** None

**Communications:**

1. Staff memorandum
2. February 25, 2013 minutes
3. Ice rink information

**Business:**

**1. Splash Pad and Disc Golf Update**

**Disc Golf Update:**

Mr. John Beebe said it was looking good on the sponsors; the parks are cleaned up and ready to have the equipment installed. They have about \$3-3,500 raised and with the city's contribution of \$1,500, they have about \$5,000 to collect yet.

Chairman Espich stated that Mayor Ben Frederick, Jerry Hebekeuser and himself had been talking about doing a "Plunge for the Park" for the disc golf. The Mayor is extremely busy right now, so Mr. Hebekeuser and Chairman Espich are taking the reins. This would be a fundraiser to be held at Hopkins Lake similar to the one held last year. They were looking towards April 13. Mr. Adam Zettel, Assistant City Manager and Director of Community Development, stated he would have a conversation with the Public Safety Department to have a couple of the EMT's on hand.

Discussion continued about selling popcorn; checking for liability insurance; involving the Kiwanis Club and using 5013(c); selling tee shirts; names for the event; where they could get the tee shirts; dismantling

the sides of the float for the jump; whether they could use Kiwanis insurance or use a waiver of liability; and pledge sheets. Discussion continued about having final layout of plans for Monday so the council could look at it at their meeting.

Splash Pad Update:

Paul Early needs an update. Mr. Dave Acton is waiting on the controller mechanism for the pump. The DEQ wants specs on the controller, but Ludington doesn't have the specs. The Company "Raindeck" will now have to sell us one in order to get specs.

**2. CIS Trail Connector Update.**

Mr. Zettel said the final report is expected this week. Then they will have a public outreach for reactions. It is an optimistic report and he believes the state will start work this year.

**3. Ice rink**

Chairman Espich said that Dr. Jafri recommended the company, The Green Machine, which is the same one that he used to make the rink in his neighborhood. About 52 – 60 people can skate with 10 sq. ft. space. Chairman Espich also spoke about another company for refrigeration which we might consider in the future if we can raise the funds. The system without the refrigeration could freeze and thaw on the ground with the weather. The water then disappears into the ground when it thaws. Discussion continued about installing it on the Main Street Square.

**4. Volunteer Presentation**

Mr. Adam Zettel explained that Bob Flynn works with Baker College to extend the trail at Hopkins Lake into the township on the north side of the park. He wanted to talk about extending the mileage, but wasn't present.

**Public / Board Comments:**

Mr. Zettel stated there were bids due soon for the Bentley Park project estimated to be around \$70,000. We still have some grants. He will send out the bid tabulation to the board, and then it will go to the council on April 15. The work could start in May. Commissioner Chavora asked if some of the benches would be moved to the Splash Pad. Mr. Zettel said we have extras and some could be moved from the playscape.

Mr. Jerry Hebekeuser, 206 N. Dewey St, cautioned about the Glow Parade and Santa interfering with the ice skating rink at the Main Street Plaza.

Mr. David Bandkau, 605 Ryan Street said that most refrigeration is under concrete. If this is outdoors, this will be under sand.

It was suggested that Plexiglas board up to four feet should be well secured. Commissioner Alderman said that Durand had a skate rink and that we should look at it.

**Adjournment:**

**A motion to adjourn the meeting was made by Commissioner Chavora and was supported by Commissioner Alderman. The meeting adjourned at 6:50 p.m. until April 22, 2013.**

**Ayes: all. Motion carried.**

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Adam Zettel, Secretary

mms