

CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, OCTOBER 21, 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 OCTOBER 7, 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.

STUDENT REPRESENTATIVE REPORT

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. Ordinance Amendment - Dog & Cat Ordinance. Conduct a public hearing to receive citizen comment regarding the proposal to amend Chapter 5, Animals, of the Code of Ordinances of the City of Owosso to establish regulations governing the licensing, confinement, sanitation, and impoundment of cats and dogs.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

Bond Proposal Report

CONSENT AGENDA

1. Boards and Commissions Appointment. Approve the Mayoral appointment of James Gutting to the Historical Commission to fill the vacant seat expiring December 31, 2014.

2. Professional Services Agreement – WWTP SAW Grant. Approve professional services agreement with Capital Consultants, Inc. d/b/a C2AE for engineering services in the preparation of a SAW Grant application for the Waste Water Treatment Plant in an amount not to exceed \$5,000.
3. Change Order No. 1 – 2013 Jackson Drive Sidewalk Program. Approve Change Order No. 1-Final to the 2013 Jackson Drive Sidewalk Program contract with Mike & Son Asphalt, Inc. for additional earth excavation, sidewalk placement, and lawn restoration for the construction of sidewalk from Jackson Drive to Gould Street not included in the original proposal, in the amount of \$10,459.23.
4. Progress Payment No. 1 – 2013 Jackson Drive Sidewalk Program. Authorize Progress Payment No. 1 to Mike & Son Asphalt, Inc. for work completed on the 2013 Jackson Drive Sidewalk Program, as amended by Change Order No. 1, in the amount of \$45,854.23.
5. Change Order No. 1 – 2013 Street Patches Program. Approve Change Order No. 1-Final to the 2013 Street Patches Program contract with One-Way Asphalt Paving & Excavating, Inc. for additional 6" patches on North Chipman Street and Hamblin Street in the amount of \$4,601.34.
6. Progress Payment No. 1 – 2013 Street Patches Program. Authorize Progress Payment No. 1 to One-Way Asphalt Paving & Excavating, Inc. for work completed on the 2013 Street Patches Program, as amended by Change Order No. 1, in the amount of \$23,531.34.
7. Warrant No. 471. Authorize Warrant No. 471 as follows:

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional services – September 9, 2013 – October 14, 2013	General	\$10,035.48
Shiawassee Economic Development Partnership	Annual investment – FY 2013/2014	General	\$31,426.00
Logicalis, Inc	Network engineering support - September 2013	General	\$ 7,616.00
Michigan Municipal Risk Management Authority	Building and property insurance – 2nd installment – July 1, 2013 – June 30, 2014	General	\$71,609.75
Owosso Charter Township	Owosso Charter Township water sales payment – July 1, 2013 –September 30, 2013	Water	\$ 8,874.83
Caledonia Charter Township	Caledonia Utility fund payment – July 1, 2013 – September 30, 2013	Water	\$19,330.12

ITEMS OF BUSINESS

1. Resolution of Intent – Lebowsky Center Sidewalk Construction. Consider authorizing a resolution of intent for the design and reconstruction of the sidewalk adjacent to the Lebowsky Center.

COMMUNICATIONS

1. Charles P. Rau, Building Official. September 2013 Building Department Report.
2. Charles P. Rau, Building Official. September 2013 Code Violations Report.
3. Kevin D. Lenkart, Public Safety Director. September 2013 Police Report.
4. Kevin D. Lenkart, Public Safety Director. September 2013 Fire Report.
5. Downtown Development Authority/Main Street. Minutes of October 2, 2013.
6. Historical Commission. Minutes of October 14, 2013.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, November 04, 2013

BOARDS AND COMMISSIONS OPENINGS

None.

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.

OWOSSO CITY COUNCIL

OCTOBER 7, 2013

7:30 P.M.

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: REVEREND KENNETH HERBRUCK
OWOSSO ASSEMBLY OF GOD

PLEDGE OF ALLEGIANCE: MEMBERS OF THE AKTION CLUB

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: None.

APPROVE AGENDA

Motion by Councilperson Eveleth to approve the agenda moving Consent Item 1. Ordinance Amendment First Reading and Set Public Hearing - Dog & Cat Ordinance. to Item of Business No. 2.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 16, 2013

Motion by Councilperson Bailey to approve the Minutes of the Regular Meeting of September 16, 2013 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

AKTION CLUB RESOLUTION OF APPRECIATION

Mayor Frederick read aloud the following Resolution of Appreciation commending the Aktion Club for their contributions to the community. Members of the Aktion Club gathered at the podium to receive the resolution.

RESOLUTION NO. 109-2013

**A RESOLUTION OF APPRECIATION
FROM THE MAYOR AND CITY COUNCIL OF THE CITY OF OWOSSO, MICHIGAN
TO THE SHIAWASSEE MENTAL HEALTH AKTION CLUB**

WHEREAS, the Shiawassee Mental Health Aktion Club is a bright spot in the community affording the opportunity for disabled adults to volunteer and engage in charitable activities; and

WHEREAS, having been established in the spring of 2008 through a partnership between Shiawassee County Community Mental Health and the Shiawassee-Owosso Kiwanis Club the Aktion Club has continually grown and expanded their services to the area through hard work, dedication, and resourcefulness; and

WHEREAS, the Aktion Club provides assistance with many local on-going projects including Toys for Tots, the YMCA – Strong Kids Campaign, numerous Salvation Army efforts, and the

Bentley Park Playscape fundraising drive. The club also filled backpacks with school supplies in partnership with the Community Mental Health Children's Program; and

WHEREAS, the group participates in state-wide and nation-wide events benefitting children struggling with hunger and providing beds for the needy; and

WHEREAS, the mission of the Aktion Club is to provide adults living with disabilities an opportunity to develop initiative, leadership skills, and to serve their community, improving the quality of life for both the volunteers and the recipients. This is a mission they seek to achieve on a daily basis.

NOW THEREFORE, BE IT RESOLVED, that I, Benjamin R. Frederick, Mayor of the City of Owosso, along with the City Council of the City of Owosso recognize the Shiawassee Mental Health Aktion Club for its dedicated service to the entire mid-county area.

FURTHERMORE, BE IT RESOLVED, that the Shiawassee Mental Health Aktion Club is conferred the Council's and Community's sincerest gratitude and commendation for this exemplary service to the community for the past 5 years.

Resolved this 7th Day of October, 2013.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

Councilperson Bailey noted the new trees at Emerson School look beautiful especially now that the leaves are changing.

Mayor Pro-Tem Popovitch said she had received positive feedback from residents on Krust Drive about their newly reconstructed street.

Councilperson Cook invited all local leaders to the Shiawassee River Summit to be held October 17th at Baker College. The event will gather local elected and appointed officials to discuss the future of the river.

Councilperson Erfourth thanked all of the Historical Commission members and the volunteers that worked to put together a great Home Tour. He estimated the event had drawn in 900-1000 visitors and had even helped sell a historic home that was for sale.

Mayor Frederick said his experience as a homeowner on the tour was great. His kids really enjoyed hosting visitors and it was great to see so many visitors walking around town. He commended the group for putting together a wonderful event that can be built on in the future.

Councilperson Fox said he wanted Owosso to be thought of as the new Marshall. He went on to note the splash pad had been in operation over the weekend and, unfortunately, the conduct of some of the children there highlighted the need for the development of rules for the splash pad.

Councilperson Eveleth thanked all the volunteers that worked on the Home Tour. He said he had volunteered for a few hours and had the opportunity to talk to a number of people from the Detroit area who had learned about the event from press releases.

CITY MANAGER REPORT

City Manager Crawford noted that once again city residents were being targeted by insurance companies soliciting insurance coverage for water and sewer lines. He said that residents need to be very careful about any agreements they sign for such coverage to make sure they are paying for something worthwhile. He went on to say that the cost of replacing a water line in the city is relatively low in part because homes are so close to the street. He also noted that most lines last for 60-100 years with an estimated .2%-.3% failing each year.

City Manager Crawford then proceeded to detail the Project Status Report noting progress on various items and issues that had cropped up since last month's report.

Mayor Frederick inquired about the status of the run down house on Frederick Street. City Attorney Brown indicated the 30 day waiting period for the home was about to expire after which the City would be free to demolish the structure.

Mayor Frederick also inquired how the Council could ensure the sidewalk work proposed for the Lebowsky Center is constructed given the potential for significant changes in the make-up of the Council after the coming election. Councilperson Cook encouraged the city to take some sort of action to assure OCP the work will be done. Councilperson Fox suggested any work on the sidewalk be moved up to coincide with the opening of the theater in early spring. It was agreed a resolution would be drafted affirming the city's intention to carry out the improvements.

Councilperson Cook inquired when the sidewalk repair project around town would be completed. Public Works Director Sedlak indicated he hoped the project would be wrapped up later in the week.

CONSENT AGENDA

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

Ordinance Amendment First Reading and Set Public Hearing - Dog & Cat Ordinance. (moved to Items of Business No. 2)

Non-Profit Organization Recognition Request – Shiawassee Arts Council. Consider local governing body resolution recognizing the Shiawassee Arts Council as a non-profit organization operating in the City of Owosso for the purpose of obtaining a charitable gaming license from the State of Michigan Lottery as follows:

RESOLUTION NO. 110-2013

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE

The Owosso City Council hereby approves the request of the Shiawassee Arts Council asking they be recognized as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license from the State of Michigan Lottery.

Owossopalooza Permission. Approve the application of Baker College of Owosso for use of Main Street Plaza, Town Square Park, and Comstock Street from Washington Street to the entrance to the Gilbert's parking lot from 4:00 p.m. to 7:00 p.m. Thursday, October 10, 2013 for their annual Owossopalooza event, waive the insurance requirement, and authorize Traffic Control Order No. 1301 formalizing the action.

Owosso Public Schools 5K Run Permission. Approve the application of the Owosso Public Schools for use of Jerome Avenue from Washington Street to Oakwood Avenue from noon to 2:00 p.m. Sunday,

October 13, 2013 for a 5K run, waive the insurance requirement, and authorize Traffic Control Order No. 1302 formalizing the action.

Change Order No. 1 – 2013 Street Paving Program. Authorize Change Order No. 1 to the contract with Michigan Paving and Materials Company for additional work performed on the 2013 Street Paving Program, including additional work on Krust Drive, Stewart Street, and Lafayette Boulevard in the amount of \$14,118.76 as follows:

RESOLUTION NO. 111-2013

**AUTHORIZING A CHANGE ORDER
TO THE CONTRACT WITH
MICHIGAN PAVING AND MATERIALS COMPANY
FOR THE 2013 STREET PAVING PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract Michigan Paving and Materials Company on August 19, 2013 for the 2013 Street Paving Program bid; and

WHEREAS, additional labor and materials were required for sidewalk and driveway removal and replacement on Krust Drive from Dewey Street to North Street, patch work on Stewart Street, and mill and fill work on Lafayette Boulevard.

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

- FIRST: The City of Owosso amends the contract with Michigan Paving and Materials Company to add additional work to their contract.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit A, Amendment to the Contract for services between the City of Owosso and Michigan Paving and Materials Company increasing the total amount by \$14,118.76.
- THIRD: The above expenses shall be paid from the proceeds of the 2010 General Obligation Unlimited Tax Bonds.

Purchase Agreement – Multi-function Copiers. Authorize agreement with Ricoh, through the State of Michigan purchasing program, for the purchase of 3 Ricoh MPC 4503 multi-function copiers, supplies, and service with a 5 year payment period in the amount of \$25,062.69 as follows:

RESOLUTION NO. 112-2013

**RESOLUTION AUTHORIZING THE
PURCHASE OF THREE RICOH MPC 4503 MULTI-FUNCTION COPIERS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has an organizational wide need to replace the current twelve year old copiers with new, current model copiers that print, copy and scan; and

WHEREAS, it has been determined that the best interest of the City would be served by purchasing directly from the manufacturer through a state of Michigan bid contract that has been extended to local units.

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 three Ricoh MPC 4503 copiers.

SECOND: the Finance Director and City Manager are authorized to sign a purchase order referencing state contract #071B9200190 to Ricoh USA in the amount of \$25,062.69.

THIRD: The above expenses have been properly budgeted in the current year and shall be paid from the General Fund Information Technology and Public Safety departments, particularly 101-258-978, 101-300-978000 and 101-335-978000.

FOURTH Staff is authorized to make payment in the amount of \$25,062.69 upon the delivery, installation, training and proper documentation of all three copiers.

*Check Register – August 2013. Affirm check disbursements totaling \$979.086.38 for the month of August 2013.

*Check Register –September 2013. Affirm check disbursements totaling \$2,154.060.54 for the month of September 2013.

Motion supported by Councilperson Erfourth.

Roll Call Vote.

AYES: Councilpersons Fox, Bailey, Erfourth, Cook, Eveleth, Mayor Pro-Tem Popovitch, and Mayor Frederick.

NAYS: None.

*Full text of these items is available in the Clerk's Office.

ITEMS OF BUSINESS

BOND MONEY TRANSFER – DDA WAYFINDING SIGN PROJECT

It was noted the metal structures had already constructed for 12 signs. The next step would be to bid out the work for the sign inserts. The initial 12 signs will be installed in the downtown but the design may be used in various other locations throughout town.

Motion by Councilperson Eveleth to approve the transfer of money from the 2009 LTGO bond fund to the DDA for reimbursement of costs associated with the wayfinding sign project in the amount of \$18,300.00 as follows:

RESOLUTION NO. 113-2013

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM 2009 LTGO BOND ISSUE TO DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, the city of Owosso, Shiawassee County, Michigan, issued a first series of Limited Tax General Obligation Bonds (LTGO) for \$950,000 in June 2009 for the purpose of matching a Vibrant Small Cities Initiative grant for capital improvements in the downtown, and

WHEREAS, at a regular meeting of the Downtown Development Authority (DDA) held on November 7, 2007 the board unanimously approved a resolution pledging tax increment revenues for the full payment of principal and interest on the 2009 LTGO Series I Bonds as they come due, and

WHEREAS, the remaining unspent 2009 LTGO bond proceeds on deposit with the City at this date amounts to \$67,755.54 and

WHEREAS, the DDA has submitted a request to the City to be reimbursed for capital improvements made for wayfinding in the amount of \$18,300.00.

NOW THEREFORE BE IT RESOLVED by the city council of the city of Owosso, Shiawassee County, Michigan that:

FIRST: The city of Owosso, in reliance on paid invoices submitted and assurances given by the DDA, meet the definition of capital expenditures as defined in Treasury Regulation §1.150-1(b); are public improvements meeting the private activity tests as described in §1.141-12.

SECOND: The city of Owosso recognizes the DDA has pledged to pay the principal and interest on the bonds issued by the City and therefore should cooperatively direct public improvements in the downtown.

THIRD: The Finance Director is hereby authorized to transfer the amount of \$18,300.00 to the DDA from Downtown Capital Projects Fund 494.

Motion supported by Councilperson Cook.

Roll Call Vote.

AYES: Mayor Pro-Tem Popovitch, Councilpersons Eveleth, Erfourth, Bailey, Cook, Fox, and Mayor Frederick.

NAYS: None.

ORDINANCE AMENDMENT FIRST READING AND SET PUBLIC HEARING - DOG & CAT ORDINANCE

Councilperson Bailey indicated she had pulled the item from the consent agenda for discussion. She said feral cats and dogs had been a concern of hers for some time and she appreciated the efforts the proposed ordinance took to handle the situation. Ideally she would prefer a trap, neuter, and release program of some type, possibly working in conjunction with the Humane Society to help people spay and neuter their animals. She went on to say she had questions about the financial side of the proposed ordinance and suggested some changes to the ordinance to better reflect regulations that apply strictly to dogs, as well as a change to allow licenses to be issued at the time of rabies vaccination instead of January 1st, and the addition of a provision allowing citizens to temporarily foster animals.

There was discussion regarding recent issues with feral cats and dangerous animals, allowing indoor-only cats to remain unlicensed, adding a section to license foster families, where animals that are impounded would be housed, and potentially contracting out for administration of the licensing program.

Councilperson Cook asked for a cost analysis as well as reaching out to the County to potentially partner with them on the issue.

Motion by Councilperson Eveleth to conduct first reading and set a public hearing for Monday, October 21, 2013 to receive citizen comment regarding the proposal to amend Chapter 5, Animals, of the Code of Ordinances of the City of Owosso to establish regulations governing the licensing, confinement, sanitation, and impoundment of cats and dogs as follows:

RESOLUTION NO. 114-2013

AN ORDINANCE AMENDING CHAPTER 5 ANIMALS OF THE CODE OF ORDINANCES OF THE CITY OF OWOSSO, MICHIGAN PERTAINING TO DOGS AND CATS

INCLUDING LICENSING, CONFINEMENT, SANITATION, AND IMPOUNDMENT

WHEREAS the city of Owosso, Michigan (city) desires to enhance the protection of life and property in the City by regulating animals, specifically dogs and cats and by providing for issuance of licenses; and

WHEREAS the *Code of Ordinances of the City of Owosso, Michigan* currently regulates animals and provides that Shiawassee County shall handle licensing and impoundment which is no longer the case; and

WHEREAS the city desires to repeal sections of the existing Chapter 5 of the *Code of Ordinances of the City of Owosso, Michigan* and replace with new sections.

NOW, THEREFORE BE IT RESOLVED, THE CITY OF OWOSSO ORDAINS that Chapter 5, Animals, of the Code of the City of Owosso be amended as follows:

SECTION 1: That Article II, *Dogs*, which reads as follows, be deleted:

ARTICLE II. DOGS*

~~Sec. 5-26. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Dog pound or pound means any facility used by the county dog warden for the confinement or care of animals within the county.~~

~~Owner, when applied to the proprietorship of a dog, shall include every person having a right of property in such dog, and every person who keeps or harbors such dog or has it in his or her care, and every person who permits such dog to remain in or about any premises occupied by him or her.~~

~~Reasonable control shall mean keeping the dog on a leash other than while upon owner's property, unless the dog is confined in a closed automobile or shipping receptacle.~~

~~Sec. 5-27. Running at large.~~

~~No person owning any dog, four (4) months of age or over, shall permit such dog to be at large at any time in the city in violation of any of the following restrictions:~~

~~(1) No person shall permit any vicious dog of which he or she is the owner to be unconfined unless securely muzzled and led by a leash. Any dog shall be deemed vicious which has bitten a person or domestic animal without molestation, or, which, by its actions gives indication that it is liable to bite any person or domestic animal without molestation.~~

~~(2) No person who is in the ownership of any female dog shall permit or allow such female dog to go beyond the premises of such owner when the dog is in heat.~~

~~(3) No person who is the owner of any dog shall permit it to be unconfined unless under the reasonable control of some person.~~

~~(4) No person who is the owner of any dog shall permit it to be unconfined at any time unless licensed as required by law and unless wearing its license tag and evidence of rabies immunization.~~

~~Sec. 5-28. Noise restriction.~~

~~No person shall own any dog which by loud or frequent or habitual barking, yelping or howling, shall unreasonably annoy or disturb the quiet, comfort or repose of persons in the vicinity.~~

~~Sec. 5-29. Seizure, impoundment.~~

~~Any dog which is in violation of any section of this article may be seized and impounded by the dog warden or any police officer of the city, or authorized city employee.~~

~~Sec. 5-30. Rabies control.~~

- ~~(a) Surrender for observation. Any person who shall have in his or her possession a dog which has contracted rabies or which has been subjected to the same or which is suspected of having rabies or which has bitten any person, shall upon demand of the dog warden, the police department or the health officer, produce and surrender up such dog to be held for observation.~~
- ~~(b) Exposure to rabies; notice. It shall be the duty of any person owning or harboring a dog which has been attacked or bitten by another dog or other animal showing the symptoms of rabies, immediately to notify the police department of his or her possession of such dog.~~
- ~~(c) Quarantine order. Any dog that has bitten a person or animal will be quarantined for a period of ten (10) days. The owner, or his or her representative, will receive a quarantine order and such animal will be kept securely confined within a building or enclosure so as to prevent it from coming into contact with any other person or any other animal. It shall not be removed for any reason, during this period, without permission. Failure to comply with this order may result in immediate impoundment at the owner's expense.~~

~~Sec. 5-31. Released from pound.~~

~~No dog shall be released from the pound unless the owner or persons entitled to claim the same shall pay the fees established by the county dog department. If the dog was impounded by any police officer or other authorized employee of the city, the owner shall pay the additional sum to the city to reimburse for said expense as prescribed by resolution of the council.~~

~~Sec. 5-32. Responsibility for animal wastes.~~

~~No person shall keep a dog on leash or maintain a stationary dog house or kennel within sixty (60) feet of a neighboring residence. No person shall allow animal waste to accumulate for more than forty-eight (48) hours on the ground in the open air. No person walking a dog shall knowingly allow it to deposit its feces on property not belonging to that person, and shall clean up after said dog in case such incident does occur.~~

SECTION 2: That Article II, Dogs and Cats, which reads as follows, shall be added:

Chapter 5 Animals—Article II. DOGS AND CATS

Sec. 5-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Owner means a person as defined in section 2.1 of this Code and his or her or its agents, assigns, delegates or bailees.

Reasonable control means keeping:

- (1) An animal upon a leash not exceeding six (6) feet in length held by a person, or within a closed vehicle, or cage, or shipping container when located upon any property other than that owned or controlled by the owner of the animal.

- (2) An animal within an enclosed yard or within a side or rear yard as defined in Chapter 38, Zoning, of this Code, equipped with an operating electrified invisible fence designed to confine animals.

Sec. 5-27. - Duty to keep confined.

No owner shall take or permit an animal to leave his property or property under the owner's control unless the animal is under the owner's reasonable control.

Sec. 5-28. - Responsibility for damages.

Every owner of a dog or cat shall be liable for damages for any and all injuries to person or property caused by such dog or cat, to be determined and collected in appropriate civil proceedings, and nothing in this article shall be construed to impose any liability upon the city, its agents or employees, for damages caused by such dog or cat.

Sec. 5-29. - Barking, howling dog or cat.

No person shall harbor or keep any dog or cat which by loud, frequent or habitual barking, yelping or howling, shall cause a serious annoyance to the neighborhood or to people passing to and fro upon the street.

Sec. 5-30 - Vicious dog or cat.

No person shall own or harbor a fierce or vicious dog or cat, or a dog or cat that has been bitten by any animal known to have been afflicted with rabies. All dogs or cats found to be vicious, and all rabid dogs or cats, shall be destroyed, unless otherwise disposed of by the owner thereof.

Sec. 5-31 - Confining for observation.

- (a) Any person who shall have in his possession a dog or cat which has contracted rabies, which has been subjected to the same, or which is suspected of having rabies or which has bitten any person shall upon demand of the department of public safety or of the health officer, produce and surrender such dog or cat to the department of public safety or the health department, to be held in the city pound for treatment and observation for a period of at least ten (10) days.
- (b) In lieu of such delivering up of such dog or cat as aforesaid, such person shall have the option of delivering such dog or cat to an approved kennel, there to be held for treatment and observation for such ten-day period, and such person shall furnish to the department of public safety written evidence that the dog or cat has been so delivered, provided that if such dog or cat be confined in a private kennel, such confinement shall be at the sole expense of the owner of the dog or cat, and without expense or risk on the part of the city. If the dog or cat be kept in the city pound, the owner shall be liable for the board of his dog or cat as provided for impounded dogs or cats.
- (c) Any dog or cat or other animal that has bitten a person shall be held in confinement for a period of at least ten (10) days from the date the person was bitten. If the animal dies during the ten-day period of confinement, the head shall be sent to a laboratory for examination for evidence of rabies. Reports are to be made in triplicate, and a copy is to be sent to:
 - (1) The owner of the dog or cat;
 - (2) The department of public safety;
 - (3) The county board of health.

Forms are provided by the county health department.

State law reference— Persons bitten by dogs, MCL 287.351; rules for control of rabies and the disposition of nonhuman agents carrying disease, including rabid animals, MCL 333.5111.

Sec. 5-32 - When bitten by another dog or cat.

It shall be the duty of any person owning or harboring a dog or cat which has been attacked or bitten by another dog or cat or other animal showing symptoms of rabies to immediately notify the department of public safety or the county health department that such person has such dog or cat in his possession, and such person shall comply with all lawful orders and requirements of the department of public safety and the county health department.

Sec. 5-33. - Destruction of vicious dog or cat.

Whenever a dog or cat is brought to the pound for having bitten a person, the department of public safety may, if deemed necessary and advisable, after holding such dog or cat a sufficient length of time to meet the requirements of the county health department for investigation, cause such dog or cat to be destroyed as a vicious dog or cat. Unless waived in writing, notice of intent to so destroy such dog or cat shall be given to the owner, if known, and the owner shall have forty-eight (48) hours in which to seek a review by the district court of the order of the department of public safety for the destruction of such dog or cat.

Sec. 5-34. - Quarantine.

The county health department is hereby authorized to require that any dog or cat be quarantined, or that a quarantine be established in the city for any defined period, when in his opinion such measures are necessary in order to protect the health of the inhabitants of such city.

Sec. 5-35. - Violation notices.

All members of the department of public safety of the city and any person designated as an animal control officer for the enforcement of this article are hereby empowered and authorized, upon witnessing violations, where it is impractical or impossible to impound the dog or cat, to issue to the owner of the dog or cat a written notice of such violation. The owner of such dog or cat may, within seventy-two (72) hours, present such notice to the district court and there pay the penalties which would have been imposed had such dog or cat been impounded, with the exception that only the minimum charge for board of such dog or cat shall be made. If the owner of such dog or cat shall fail to appear within the seventy-two-hour period, the person issuing such notice shall forthwith file a complaint in the district court and secure a warrant for the arrest of the owner of such dog or cat, and all further proceedings shall be had in accordance with the rules and practice of the court. Payment of any penalty in accordance with the provisions of this section shall be deemed full satisfaction for such violation.

Sec. 5-36. - Repeated violations.

If any person shall have violated this article more than twice within any calendar year, it shall be the duty of the person witnessing any subsequent violation to file a complaint in the district court for the city and such owner shall not be permitted to settle subsequent violations by payment of impounding fees.

Sec. 5-37. - Sanitation.

No owner, as defined in this article, of any dog or cat shall cause, suffer, or allow such dog or cat to soil, defile, defecate or to commit any nuisance on any public thoroughfare, sidewalk, passageway, bypass, play area, park, or any place where people congregate or walk, or upon any public property whatsoever, or upon any private property without the permission of the owner of said property unless:

- (1) The owner of such dog or cat shall immediately remove all droppings deposited by such dog or cat by any sanitary method. The owner shall possess a container of sufficient size to collect and

remove the above-mentioned droppings and exhibit the container, if requested, by any official empowered to enforce this article.

- (2) The droppings removed from the aforementioned areas shall be disposed of by the owner of such dog or cat in a sanitary method on the property of the owner of such dog or cat.

Secs. 5-38—5-39. - Reserved

Sec. 5-40. - License required.

It shall be unlawful for any person to own, possess or harbor any dog or cat six (6) months old or over in the city unless the dog or cat is licensed as provided in this division or to own, harbor or possess any dog or cat six (6) months old or over that does not at all times when outside of a confined structure wear a collar or harness with a suitable tag attached as provided in this division. The license shall be kept in the possession of the owner as defined in this article.

Sec. 5-41. - Rabies immunization prerequisite to issuance.

All dogs or cats shall be immunized against rabies before any license under this division is issued.

Sec. 5-42. - License application.

It shall be the duty of the owner of any dog or cat, on or before January first, to file with the city an application for a license, setting forth the full name and residence of the applicant, the breed, sex, age and color of the dog or cat, and such other information as is required. The applicant shall also present to the clerk proof of vaccination of the dog or cat against rabies by a certificate of vaccination for rabies with a vaccine licensed by the United States Department of Agriculture and signed by an accredited veterinarian.

Sec. 5-43. - License fees.

For each license applied for, the applicant shall at the time pay a license fee as prescribed by resolution of the council. In case of loss, duplicates of any tags shall be issued at the expense of the applicant.

Sec. 5-44. - Applications after first of January.

Any person becoming the owner after the first day of January of any year of any dog or cat six (6) months old or over which has not already been licensed by the city, or any person owning a dog or cat which becomes six (6) months old after the first day of January of any year hereafter, shall forthwith apply for and secure a license for such dog or cat, which license shall be issued without penalty, provided that the application be made within thirty (30) days after the applicant has acquired such dog or cat or after such dog or cat has reached the age of six (6) months. In case a dog or cat is acquired, or becomes six (6) months old, after the first day of July of any year, the license fee for such dog or cat shall be one-half the amount fixed for the annual fees in section 5-33.

Sec. 5-45. - Issuance of license and tag; conditions.

Upon receipt of such application, together with the certificate of immunization and the license fees above provided, the clerk shall issue to the applicant a license for such dog for the then calendar year, and at the same time he shall deliver to the applicant a suitable tag which shall be dated as to year, and bear a serial number, together with the words "License, City of Owosso" and such serial number shall be inscribed upon the license so issued. Such tag shall be attached to the collar harness upon the dog or cat for which the same is issued, and shall be worn by such dog or cat at all times, and no person shall remove any license tag from any dog or cat without the consent of the owner, or the person to whom the license was issued. Such tag shall be nontransferable, and shall not be used on the collar or harness of any dog or cat other than that of the dog or cat for which such tag was issued. Cats shall be similarly

licensed but shall neither be required to wear a collar or harness when kept inside a structure. The license shall be kept in the possession of the owner as defined in this article.

Sec. 5-46. - Term.

All licenses issued under the terms of this division shall be valid and operative for a term beginning the first day of January, in the calendar year for which such license is issued, and terminating on the thirty-first day of December of that same year.

Secs. 5-47—5-49. - Reserved

Sec. 5-50. - Regulation of kennels.

Dogs or cats in kennels shall not be taken therefrom for any purpose, unless the same have been properly immunized as provided in this article. Where dogs or cats in kennels have been properly immunized, and a kennel license attached is to a collar or harness on such dog or cat, the same may be taken outside the limits of the kennel temporarily, and in leash, or such dog or cat may be transported in enclosed conveyances temporarily for purposes of breeding, trial, show or sale.

Sec. 5-51. - Required.

No person shall own or operate any dog or cat kennel in the city without having first secured a license therefor. For purposes of this article, any person who keeps more than three (3) dogs and/or (3) cats that are three (3) months old or over on any one (1) property in the city shall be deemed to be operating a dog or cat kennel. No such kennel shall be operated or maintained except in a district where permitted by Chapter 38.

Sec. 5-52. - Kennel application.

Any person who shall keep or operate a kennel shall, in lieu of the individual license required under this article, make application to the city clerk for a kennel license, which entitles the applicant to keep or operate a kennel. Such application shall set forth the name and residence of the applicant, and the number of dogs or cats sought to be kept thereunder. The application shall also state the purpose for which the kennel is to be maintained, and such other information as may be requested.

Sec. 5-53. - Kennel fees.

The kennel license applicant shall pay to the city a license fee for such kennel license in the amounts as prescribed by resolution of the council. If such kennel was established prior to the first day of January of the year in which the license is sought, and application therefor is not made prior to the first day of January, fees for such kennel license shall be double the amounts set by the council. If the kennel is established after the first day of January, there shall be no added penalty if the application be filed within thirty (30) days after establishment of the kennel.

Sec. 5-54. -Kennel license issuance.

Upon receipt of a kennel license application, and the license fees provided in this division, the city clerk shall issue a kennel license, setting forth the maximum number of dogs or cats which may be kept thereunder, and at the same time he shall issue to the applicant a number of suitable tags equal to the number of dogs or cats authorized by such license, such tags to be the same as those provided in this division. All dogs or cats in such kennel shall at all times wear a collar or harness to which such tag shall be affixed, and such tags shall be used for no dogs or cats other than those in the kennel.

Sec. 5-55. - Term.

All licenses issued under the terms of this division shall be valid and operative for a term beginning the first day of January, in the calendar year for which such license is issued, and terminating on the thirty-first day of December of that same year.

Secs. 5-56—5-59. - Reserved

Sec. 5-60. - Shelter or pound.

There is hereby created a dog or cat shelter or pound for the city. The shelter or pound is to be located in suitable quarters, at such places and locations as shall be selected by the city manager.

Sec. 5-61. - Impounding.

It shall be the duty of the department of public safety of the city, and every person employed by the city manager for that purpose, to take up, seize and place in the pound all dogs and cats that may be found running at large or that are being kept or harbored in any place within the city contrary to the provisions of this article.

Sec. 5-62. - Release.

- (a) No dog or cat shall be released from the shelter or pound unless the owner or owner's authorized agent shall pay to the department of public safety a fee as prescribed by resolution of the council.
- (b) No dog or cat shall be released from the shelter or pound unless the same is properly immunized and licensed, and the cost of such immunization and licensing shall be paid by the owner in addition to the fees provided for in this article. The department of public safety shall keep a record of all seizures of dogs or cats and the collection of fees and other monies and shall make monthly reports thereof to the city manager, and shall deliver all fees collected.

Sec. 5-63. - Unclaimed dogs or cats.

All dogs or cats not claimed and released within the time limits prescribed by law (MCL 287.388) after being impounded shall be sold, made able for adoption or destroyed.

SECTION 3: That Article II **Sec. 5-33 Dog exercise area** shall be renumbered **Sec. 5-70 Dog exercise area**.

SECTION 4: Severability.

If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5: Effective Date.

This ordinance shall take effect twenty days after passage.

SECTION 6: Inspection.

This Ordinance may be purchased or inspected in the City Clerk's Office Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 7: Public Hearing.

A Public Hearing has been set for Monday, October 21, 2013 at 7:30 p.m. to hear citizen comment regarding the proposed ordinance.

Motion supported by Councilperson Fox.

Roll Call Vote.

AYES: Councilpersons Fox, Erfourth, Bailey, Cook, Eveleth, Mayor Pro-Tem Popovitch, and Mayor Frederick.

NAYS: None.

COMMUNICATIONS

C. Popovitch, Planning Commission. Letter of Resignation.

Richard C. Williams, Finance Director. August 2013 Revenue & Expenditure Report.

Charles P. Rau, Building Official. August 2013 Building Department Report.

Charles P. Rau, Building Official. August 2013 Code Violations Report.

Historical Commission. Minutes of September 9, 2013.

Downtown Development Authority/Main Street. Minutes of September 11, 2013 (Special).

Historical Commission. Minutes of September 11, 2013 (Special).

Zoning Board of Appeals. Minutes of September 17, 2013.

Planning Commission. Minutes of September 23, 2013.

Parks & Recreation Commission. Minutes of September 23, 2013.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

Councilperson Erfourth indicated his run for the Ultimate Spartan would be ending on Wednesday, those interested in donating to Elle's Place can visit his website.

Councilperson Fox wanted to know the status of the heavy equipment purchase and the costs for broadcasting meetings. City Manager Crawford indicated a few items had already been purchased, others were in the works, and decisions needed to be made whether to refurbish old equipment or purchase new equipment. Councilperson Fox indicated he didn't want to fix old equipment as it was not cost effective. Mayor Frederick remembered talking about purchasing used equipment as long as it got the job done and was cost effective.

NEXT MEETING

Monday, October 21, 2013

BOARDS AND COMMISSIONS OPENINGS

Historical Commission – term expires 12-31-14

ADJOURNMENT

Motion by Councilperson Eveleth for adjournment at 8:37 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk



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

MEMORANDUM

DATE: October 17, 2013
TO: City Council
FROM: City Manager
RE: Animal Control Ordinance

Monday the ordinance is scheduled for public hearing. This will give the public an opportunity to have input.

Since the ordinance was introduced, some changes have been made in the ordinance which affect some parts, but have little impact on the ordinance as a whole.

In summary the ordinance is as follows:

Section 5-26 provides definitions which include the definition of a “confined structure” which among other things separates house cats from roaming cats. The other important definition is “reasonable control.”

Section 5-27 requires that dogs be kept under reasonable control.

Section 5-28 is designed to keep damage issues as a civil matter not involving the city unless, of course, there has been damage to city property.

Section 5-29 addresses mainly barking dogs and neighbors.

Sections 5-30 to 5-34 addresses vicious, rabid, bites, quarantining and putting down of dogs and cats. dogs and cats. There is probably little concern over this language as it is fairly standard and deals with processes.

Sections 5-35 and 5-36 cover violations and covers procedures. In most cases a violation results in a ticket. Repeated offenders more often end up in court.

Section 5-37 deals with dogs and cleaning up after them. The section leaves cats out, however, many are concerned about roaming cats and sandboxes and gardens. There isn't any practical way to deal with roaming cats.

Section 5-40, first paragraph, requires dog licenses for dogs more than six months in age and the wearing of such licenses when outside of a confined structure. Section 5-40, second paragraph, require licenses and the wearing of the license tag or having a tattooed ear for cats that are allowed outside a confined structure or allowed to roam. This allows cats without a tag or tattoo to be picked up as a stray.

Sections 5-41 and 5-46 cover the licensing process and fees. The process is spelled out and the fees are set by resolution. Fees amounts may be debated and will be covered in a separate memo. The ordinance does allow for multi-year licenses.

Sections 5-50 to 5-55 cover kennels and the requirement of a license. Kennels would cover catteries. The question has risen as to whether any should be exempted. The problem with exemptions for people who claim they rescue animals is that these usually get out of control and become over populated. Further, anyone who wants to can claim that they are rescuing animals.

It has been suggested that the ordinance might include another provision as follows:

It shall be unlawful for a person to intentionally provide food, water, or other forms of substance or care to nuisance (stray) animals. It is unlawful for any person to feed a stray or homeless cat (s) without assuming full responsibility for the cat(s) by providing the cat(s) with continued humane treatment which shall include proper food, water, shelter, veterinarian care, rabies vaccination, altering and licensing.

Draft: October 17, 2013 (12:53pm)

AN ORDINANCE AMENDING CHAPTER 5 ANIMALS OF THE CODE OF ORDINANCES OF THE CITY OF OWOSSO, MICHIGAN PERTAINING TO DOGS AND CATS INCLUDING LICENSING, CONFINEMENT, SANITATION, AND IMPOUNDMENT

WHEREAS, the city of Owosso, Michigan (city) desires to enhance the protection of life and property in the city by regulating animals, specifically dogs and cats, and by providing for issuance of licenses;

WHEREAS, the *Code of Ordinances of the City of Owosso, Michigan* currently regulates animals and provides that Shiawassee County shall handle licensing and impoundment, which is no longer the case; and

WHEREAS, the city desires to repeal sections of the existing Chapter 5 of the *Code of Ordinances of the City of Owosso, Michigan* and replace with new sections.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Owosso, Michigan that it ordains Chapter 5, Animals be amended as follows:

SECTION 1: That Article II, which reads as follows, be deleted:

~~ARTICLE II. DOGS*~~

~~Sec. 5-26. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Dog pound or pound means any facility used by the county dog warden for the confinement or care of animals within the county.~~

~~Owner, when applied to the proprietorship of a dog, shall include every person having a right of property in such dog, and every person who keeps or harbors such dog or has it in his or her care, and every person who permits such dog to remain in or about any premises occupied by him or her.~~

~~Reasonable control shall mean keeping the dog on a leash other than while upon owner's property, unless the dog is confined in a closed automobile or shipping receptacle.~~

~~(Code 1977, § 9.141)~~

~~Cross references: Definitions and rules of construction generally, § 1-2.~~

~~Sec. 5-27. Running at large.~~

~~No person owning any dog, four (4) months of age or over, shall permit such dog to be at large at any time in the city in violation of any of the following restrictions:~~

~~(1) No person shall permit any vicious dog of which he or she is the owner to be unconfined unless securely muzzled and led by a leash. Any dog shall be deemed vicious which has bitten a person or domestic animal without molestation, or, which, by its actions gives indication that it is liable to bite any person or domestic animal without molestation.~~

~~(2) No person who is in the ownership of any female dog shall permit or allow such female dog to go beyond the premises of such owner when the dog is in heat.~~

~~(3) No person who is the owner of any dog shall permit it to be unconfined unless under the reasonable control of some person.~~

~~(4) No person who is the owner of any dog shall permit it to be unconfined at any time unless licensed as required by law and unless wearing its license tag and evidence of rabies immunization.~~

~~(Code 1977, § 9.142(1-4))~~

~~Gross references: Streets, sidewalks and other public places, Ch. 29.~~

~~Sec. 5-28. Noise restriction.~~

~~No person shall own any dog which by loud or frequent or habitual barking, yelping or howling, shall unreasonably annoy or disturb the quiet, comfort or repose of persons in the vicinity.~~

~~(Code 1977, § 9.142(5); Ord. No. 679, § 1, 9-5-06)~~

~~Gross references: Noise control generally, § 18-86 et seq.~~

~~Sec. 5-29. Seizure, impoundment.~~

~~Any dog which is in violation of any section of this article may be seized and impounded by the dog warden or any police officer of the city, or authorized city employee.~~

~~(Code 1977, § 9.143)~~

~~Sec. 5-30. Rabies control.~~

~~(a) Surrender for observation. Any person who shall have in his or her possession a dog which has contracted rabies or which has been subjected to the same or which is suspected of having rabies or which has bitten any person, shall upon demand of the dog warden, the police department or the health officer, produce and surrender up such dog to be held for observation.~~

~~(b) Exposure to rabies; notice. It shall be the duty of any person owning or harboring a dog which has been attacked or bitten by another dog or other animal showing the symptoms of rabies, immediately to notify the police department of his or her possession of such dog.~~

~~(c) Quarantine order. Any dog that has bitten a person or animal will be quarantined for a period of ten (10) days. The owner, or his or her representative, will receive a quarantine order and such animal will be kept securely confined within a building or enclosure so as to prevent it from coming into contact with any other person or any other animal. It shall not be removed for any reason, during this period, without permission. Failure to comply with this order may result in immediate impoundment at the owner's expense.~~

~~(Code 1977, §§ 9.144--9.146)~~

~~State law references: Rules for control of rabies and the disposition of nonhuman agents carrying disease, including rabid animals, MCL 333.5111, MSA 14.15(5111).~~

~~Sec. 5-31. Released from pound.~~

~~No dog shall be released from the pound unless the owner or persons entitled to claim the same shall pay the fees established by the county dog department. If the dog was impounded by any police officer or other authorized employee of the city, the owner shall pay the additional sum to the city to reimburse for said expense as prescribed by resolution of the council.~~

~~(Code 1977, § 9.147)~~

~~Sec. 5-32. Responsibility for animal wastes.~~

~~No person shall keep a dog on leash or maintain a stationary dog house or kennel within sixty (60) feet of a neighboring residence. No person shall allow animal waste to accumulate for more than forty-eight (48) hours on the ground in the open air. No person walking a dog shall knowingly allow it to deposit its feces on property not belonging to that person, and shall clean up after said dog in case such incident does occur.~~

~~(Code 1977, § 9.148)~~

SECTION 2: That Article II, which reads as follows, shall be added:

Chapter 5 Animals--Dogs and Cats

Sec. 5-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any living vertebrate creature, domestic or wild, other than man.

Confined structure means an escape-proof building, house, or other enclosure that keeps the dog or cat away from other animals and the public.

Cat means all members of the family Felidae.

Dog means all members of the family Canidae.

Dog exercise areas are city designated fenced enclosed facilities owned or operated by the city specifically intended for dogs to acquire owner/custodian supervised "off lease" exercise.

Owner, when applied to the proprietorship of a dog or cat, shall include every person having a right of property in such dog or cat, every person who keeps or harbors such dog or cat has it in his or her care, and every person who permits such dog or cat to remain in or about any premises occupied by him or her.

Reasonable control means keeping:

- (1) A dog upon a leash not exceeding six (6) feet in length held by a person, or within a closed vehicle, or cage, or shipping container when located upon any property other than that owned or controlled by the owner of the animal.
- (2) A dog within an enclosed yard or within a side or rear yard as defined in Chapter 38, Zoning, of this code, equipped with an operating electrified invisible fence designed to confine animals.

Sec. 5-27. - Duty to keep under reasonable control.

No owner shall take or permit a dog to leave the owner's property or property under the owner's control unless the dog is under the owner's reasonable control.

Sec. 5-28. - Responsibility for damages.

Every owner of a dog or cat shall be liable for damages for any and all injuries to person or property caused by such dog or cat, to be determined and collected in appropriate civil proceedings, and nothing in this article shall be construed to impose any liability upon the city, its agents or employees, for damages caused by such dog or cat.

Sec. 5-29. - Barking, howling dog or cat.

No person shall harbor or keep any dog or cat which by loud, frequent or habitual barking, yelping, howling or other sound, shall cause a serious annoyance to the neighborhood.

Sec. 5-30 - Vicious dog or cat.

No person shall own or harbor a fierce or vicious dog or cat, or a dog or cat that has been bitten by any animal known to have been afflicted with rabies. All dogs or cats found to be vicious, and all rabid dogs or cats, shall be destroyed and all associated costs charged to the owner, unless otherwise disposed of by the owner thereof.

Sec. 5-31 - Confining for observation.

(a) Any person who shall have in his or her possession a dog or cat which has contracted rabies, which has been subjected to the same, or which is suspected of having rabies or which has bitten any person shall upon demand of the department of public safety or of the health officer, produce and surrender up such dog or cat to the department of public safety or the health department to be held in a kennel for treatment and observation for a period of at least ten (10) days.

(b) In lieu of such delivering up of such dog or cat as aforesaid, such person shall have the option of delivering such dog or cat to an approved kennel, there to be held for treatment and observation for such ten-day period, and such person shall furnish to the department of public safety written evidence that the dog or cat has been so delivered, provided that if such dog or cat be confined in a private kennel, such confinement shall be at the sole expense of the owner of the dog or cat, and without expense or risk on the part of the city. If the dog or cat is kept in a city-selected kennel, the owner shall be liable for the board and all associated costs for his or her dog or cat.

(c) Any dog or cat or other animal that has bitten a person shall be held in confinement for a period of at least ten (10) days from the date the person was bitten. If the animal dies during the ten-day period of confinement, the head shall be sent to a laboratory for examination for evidence of rabies. Reports are to be made in triplicate, and a copy is to be sent to:

- (1) The owner of the dog or cat;
- (2) The department of public safety;
- (3) The county board of health.

Forms are provided by the county health department.

State law reference— Persons bitten by dogs, MCL 287.351; rules for control of rabies and the disposition of nonhuman agents carrying disease, including rabid animals, MCL 333.5111.

Sec. 5-32 - When bitten by another dog or cat.

It shall be the duty of any person owning or harboring a dog or cat which has been attacked or bitten by another dog or cat or other animal showing symptoms of rabies to immediately notify the department of public safety or the county health department that such person has such dog or cat in possession, and such person shall comply with all lawful orders and requirements of the department of public safety and the county health department.

Sec. 5-33. - Destruction of vicious dog or cat.

Whenever a dog or cat is brought to the pound for having bitten a person, the department of public safety may, if deemed necessary and advisable, after holding such dog or cat a sufficient length of time to meet the requirements of the county health department for investigation, cause such dog or cat to be destroyed as a vicious dog or cat. Unless waived in writing, notice of intent to so destroy such dog or cat shall be given to the owner, if known, and the owner shall have forty-eight (48) hours in which to seek a district court review of the department of public safety's order for the destruction of such dog or cat.

Sec. 5-34. - Quarantine.

The county health department is hereby authorized to require that any dog or cat be quarantined, or that a quarantine be established in the city for any defined period, when in its opinion such measures are necessary in order to protect the health of the inhabitants of such city.

Sec. 5-35. - Violation notices.

All members of the department of public safety of the city and any persons designated as an animal

control officer for the enforcement of this article are hereby empowered and authorized, upon witnessing violations, where it is impractical or impossible to impound the dog or cat, to issue to the owner of the dog or cat a written notice of such violation. The owner of such dog or cat may, within seventy-two (72) hours, present such notice to the district court and there pay the penalties which would have been imposed had such dog or cat been impounded, with the exception that only the minimum charge for board of such dog or cat shall be made. If the owner of such dog or cat shall fail to appear within the seventy-two-hour period, the person issuing such notice shall forthwith file a complaint in the district court and secure a warrant for the arrest of the owner of such dog or cat, and all further proceedings shall be held in accordance with the rules and practice of the court. Payment of any penalty in accordance with the provisions of this section shall be deemed full satisfaction for such violation.

Sec. 5-36. - Repeated violations.

If any person shall have violated this article more than twice within any calendar year, it shall be the duty of the person witnessing any subsequent violation to file a complaint in the district court for the city and such owner shall not be permitted to settle subsequent violations by payment of impounding fees.

Sec. 5-37. - Sanitation.

No owner, as defined in this article, of any dog shall cause, suffer, or allow a dog to soil, defile, defecate or commit any nuisance on any public thoroughfare, sidewalk, passageway, bypass, play area, park, or any other place where people congregate or walk, or upon any public property whatsoever, or upon any private property without the permission of the owner of said property unless:

- (1) The owner of such dog shall immediately remove all droppings deposited by such dog by any sanitary method. The owner shall possess a container of sufficient size to collect and remove the above-mentioned droppings and exhibit the container, if requested, to any official empowered to enforce this article.
- (2) The droppings removed from the aforementioned areas shall be disposed of by the dog's owner in a sanitary method on the property of the owner.

Secs. 5-38—5-39. - Reserved

Sec. 5-40. - License required.

It shall be unlawful for any person to own, possess or harbor any dog six (6) months old or over in the city unless the dog is licensed as provided in this division or to own, harbor or possess any dog six (6) months old or over that does not at all times when outside of a confined structure wear a collar or harness with a suitable tag attached as provided in this division. The license shall be kept in the possession of the owner as defined in this article.

It shall be unlawful for any person to own, possess or harbor any cat six (6) months old that is allowed to freely roam outside a confined structure unless the cat is licensed as provided in this division or to own, harbor or possess any cat six (6) months old or over that does not at all times when outside of a confined structure wear a collar or harness with a suitable tag attached or ear tattoo as provided in this division. The license shall be kept in the possession of the owner as defined in this article.

Sec. 5-41. - Rabies immunization prerequisite to issuance.

All dogs or cats shall be immunized against rabies before any license under this division is issued.

Sec. 5-42. - License application.

It shall be the duty of the owner of any dog or cat that is required to be licensed to file with the city an application for a license, setting forth the full name and residence of the applicant, the breed, sex, age

and color of the dog or cat, and such other information as is required. The applicant shall also present to the city proof of vaccination of the dog or cat against rabies by a certificate of vaccination for rabies with a vaccine licensed by the United States Department of Agriculture and signed by an licensed veterinarian.

Sec. 5-43. - Applications due.

Any person becoming the owner of any dog or cat six (6) months old or over which has not already been licensed by the city, or any person owning a dog or cat which becomes six (6) months old, shall forthwith apply for and secure a license for such dog or cat, which license shall be issued without penalty, provided that the application be made within thirty (30) days after the applicant has acquired such dog or cat or after such dog or cat has reached the age of six (6) months.

Sec. 5-44. - License fees.

For each license applied for, the applicant shall at the time pay a license fee as prescribed by resolution of the council. In case of loss, duplicates of any tags shall be issued at the expense of the applicant.

Sec. 5-45. - Issuance of license and tag; conditions.

Upon receipt of such application, together with the certificate of immunization and the license fees above provided, the city shall issue to the applicant a license for such dog for one, two or three years and at the same time deliver to the applicant a suitable tag bearing a serial number, together with the words "License, City of Owosso." Such tag shall be attached to the collar harness upon the dog for which the same is issued, and shall be worn by such dog at all times, and no person shall remove any license tag from any dog without the consent of the owner, or the person to whom the license was issued. Such tag shall be nontransferable, and shall not be used on the collar or harness of any dog or cat other than that of the dog or cat for which such tag was issued.

Cats that are allowed to roam shall be similarly licensed but shall not be required to wear a collar or harness when kept inside a confined structure. The license shall be kept in the possession of the owner as defined in this article.

Sec. 5-46. - Term.

All licenses issued under the terms of this division shall be valid and operative for a term beginning the thirty days following the rabies vaccination in the calendar year for which such license is issued and terminating one, two or three years thereafter.

Secs. 5-47—5-49. - Reserved

Sec. 5-50. - Regulation of kennels.

Dogs or cats in kennels shall not be taken therefrom for any purpose, unless the same have been properly immunized as provided in this article. Where dogs or cats in kennels have been properly immunized, and a kennel license attached is to a collar or harness on such dog or cat, the same may be taken outside the limits of the kennel temporarily, and in leash, or may be transported in enclosed conveyances temporarily for purposes of breeding, trial, show or sale.

Sec. 5-51. - Required.

No person shall own or operate any dog or cat kennel in the city without having first secured a license for it. For purposes of this article, any person who keeps more than three (3) dogs and/or (3) cats that are six (6) months old or over on any one (1) property in the city shall be deemed to be operating a dog or cat kennel. No such kennel shall be operated or maintained except in a district where permitted by Chapter 38.

Sec. 5-52. - Kennel application.

Any person who shall keep or operate a kennel shall, in lieu of the individual license required under this article, make application to the city for a kennel license, which entitles the applicant to keep or operate a kennel. Such application shall set forth the name and residence of the applicant, and the number of dogs or cats sought to be kept thereunder. The application shall also state the purpose for which the kennel is to be maintained, and such other information as may be requested.

Sec. 5-53. - Kennel fees.

The kennel license applicant shall pay to the city a license fee for such kennel license in the amounts as prescribed by resolution of the council. If such kennel was established prior to the first day of January of the year in which the license is sought, and application therefor is not made prior to the first day of January, fees for such kennel license shall be double the amounts set by the council. If the kennel is established after the first day of January, there shall be no added penalty if the application be filed within thirty (30) days after establishment of the kennel.

Sec. 5-54. -Kennel license issuance.

Upon receipt of a kennel license application, and the license fees provided for in this division, the city shall issue a kennel license, setting forth the maximum number of dogs or cats which may be kept thereunder, and at the same time it shall issue to the applicant a number of suitable tags equal to the number of dogs or cats authorized by such license, such tags to be the same as those provided in this division.

Sec. 5-55. - Term.

All licenses issued under the terms of this division shall be valid and operative for a term beginning the first day of January, in the calendar year for which such license is issued, and terminating on the thirty-first day of December of that same year.

Secs. 5-56—5-60. - Reserved**Sec. 5-61. - Impounding.**

It shall be the duty of the department of public safety of the city, and every person employed by the city manager for that purpose, to take up, seize and hold all dogs that may be found running at large or that are being kept or harbored in any place within the city contrary to the provisions of this article.

Sec. 5-62. - Release.

- (a) No dog or cat shall be released from the shelter or pound unless the owner or owner's authorized agent shall pay to the department of public safety a fee as prescribed by resolution of the council.
- (b) No dog or cat shall be released from the shelter or pound unless the same is properly immunized and licensed, and the cost of such immunization and licensing shall be paid by the owner in addition to the fees provided for in this article. The department of public safety shall keep a record of all seizures of dogs or cats and the collection of fees and other monies and shall make monthly reports thereof to the city manager and shall deliver all fees collected.

Sec. 5-63. - Unclaimed dogs or cats.

All dogs or cats not claimed and released within the time limits prescribed by law (MCL 287.388) after being impounded shall be sold, made able for adoption, or destroyed.

SECTION 3: That Article II **Sec. 5-33 Dog exercise area** shall be renumbered **Sec. 5-70 Dog exercise area**.

SECTION 4: Severability.

If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5: Effective Date.

This ordinance shall take effect twenty days after passage.

SECTION 6: Inspection.

This ordinance may be purchased or inspected in the city clerk's office Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.



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

MEMORANDUM

DATE: For October 21, 2013 Council Agenda

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Professional Services Agreement Authorization
Capital Consultants, Inc. (dba C2AE)
Asset Management Program for the Wastewater Treatment Plant
Authorize Phase I services for preparing a DEQ "SAW" Grant Application
For the Wastewater Treatment Plant on a cost basis not to exceed \$5,000.

The Michigan Department of Environmental Quality (DEQ) is implementing a new grant and loan program pursuant to state legislation passed in January 2013. Applications for the "SAW" (Stormwater, Asset Management, Wastewater) grant funding became available in early October and will be accepted on a first come first serve basis beginning December 2, 2013. We have been closely tracking the development of this new grant program over the course of the year as to its applicability and benefit to the City of Owosso. Grants may fund 90% (or 100% for "disadvantaged communities") of eligible costs for development of an asset management program for wastewater collection and/or treatment systems in an amount up to \$1,000,000 per municipality, and 75% (or 100% for "disadvantaged communities") grant funding for up to a second million dollars per municipality. Qualification as a "disadvantaged community" is somewhat complex and is determined by the DEQ. The City has requested a determination but the DEQ has temporarily postponed making those determinations since access to necessary census data is currently limited due to the Federal shutdown. The grant program is financed by state bond proceeds up to \$460 million over 5 years, with \$97 million to be available in 2014. Indications are that applications to be submitted on December 2nd for the grants will likely exceed the available funding and a random lottery process may be necessary for determining grant award for this first round of funding.

An asset management program for a wastewater utility is a structured, comprehensive approach intended to provide reliable and sustainable utility service up to and beyond the service life of current system assets in the most cost-effective manner over the long term. Program components include: inventory of assets (and mapping if applicable); determining and documenting asset condition and criticality; level of service determinations; development and implementation of maintenance and replacement schedules and associated costs; development of near term and long range capital improvement needs and plans; and development and implementation of a budget and user charge system as required to finance the asset management program, including capital replacement and improvement needs.

The “SAW” grant program recognizes that state and federal funding for municipal wastewater systems will continue to decline in the future. This current limited grant funding is intended to encourage Michigan communities to implement fully user financed wastewater systems providing a high level of service sustainable over generations to come. Over the past year the DEQ also began implementing a regulatory (“stick” to the grant “carrot”) push by inserting “asset management” program requirements in discharge permits upon re-issuance for municipalities with wastewater discharges over 1 million gallons per day. We will face those permit requirements in 2016 when our plant discharge permit is up for re-issuance, whether or not we receive grant assistance to help with program development.

Regardless of “disadvantaged community” status, staff recommends proceeding with two separate applications for “SAW” grant assistance, one for the City of Owosso sanitary sewer collection system and one for the Owosso Mid-Shiawassee County Wastewater Treatment Plant. This will increase the odds of the City getting at least some grant funding in the upcoming year. In addition the timeline, engineering consultant, user charge components (plant is wholesale, collection system is retail), and “disadvantaged community” determination (based on service area) are different for the plant and the collection system.

We are already proceeding with Orchard, Hiltz and McCliment (OHM) as our engineering consultant on the collection system. Developing the SAW grant application is within the scope of services under our current professional services agreement with OHM on our sanitary sewer overflow program. As was the case with a previous “S-2” grant, the new “SAW” grant would help finance required components of our ongoing sanitary sewer overflow control program. The collection system program development will likely be the larger of the two grant requests and will likely require the full 3 year term as allowed under the grant program.

We are recommending C2AE (Capital Consultants out of Lansing) as the engineering consultant for the Wastewater Treatment Plant Asset Management Program. The selection process involved considering qualifications of over 10 engineering consulting firms. We then narrowed down to 2 firms we believed to be best qualified and suited for this project; C2AE and FTC&H (Fishbeck Thompson, Carr and Huber, main office in Ada), for interview and proposals. Both firms have had successful major projects for the City. FTC&H was the engineer for our 2002-2004 Water Plant Improvement Project. C2AE however, had more direct and successful experience with the Mid-County Wastewater Treatment Plant. We also judged C2AE’s proposal and project team qualifications and experience to be superior. C2AE has provided, and continues to provide, engineering services to the City of Corunna whose representatives on the Plant Review Board supported the selection of C2AE.

At the October 21st Council meeting we are asking that Council approve the selection of C2AE and authorize a professional services agreement with that firm for development of an asset management program for the Wastewater Treatment Plant, with the initial scope of services limited by addendum 1 to preparation of the “SAW” grant application, on a cost basis not to exceed \$5,000. Any further engineering services on the project would be brought to Council as a new addendum to the agreement for subsequent review and approval by Council.

As Councilman Cook will attest, the Plant Review Board has recognized the need for an engineering assessment of the long term capital improvement needs for the now 33 year old treatment facility and has budgeted an estimated \$40,000 for such an assessment from the Plant’s Improvement Fund. This long term capital improvement assessment would be included as part of the asset management program and potentially covered by 90% (or possibly 100%) grant funding. Even if we are not selected for funding this year we will be recommending proceeding with the engineering assessment and other elements of the asset management program in anticipation of the 2016 permit requirement. The SAW grant program allows for reimbursement of eligible costs even if incurred prior

to any grant award. That is, we could proceed with asset management program development this year and potentially be reimbursed the following year as more grant dollars become available.

In November Council will be asked to approve a resolution for each grant application. These form resolutions are a requisite part of the grant application which needs to be timely submitted on December 2, 2013 to maximize our potential to get a grant. Grants come with terms and conditions in the grant agreement following award. The resolution is to attest that Council is aware of the terms and conditions and intends to honor those terms and conditions upon acceptance of a grant agreement. We will provide more detail on the resolution and grant terms prior to the first meeting in November. I do not think we will be far enough along on the grant application for Council action on the resolutions and thus will likely need to be acted on by the new Council following the election.

In addition to standard grant terms & conditions there are two special provisions to understand and consider. First, repayment of the grant can be required if the Grantee is unable to, or decides not to, proceed with implementing the asset management program (AMP) for which funding is provided within 3 years of the grant award. More specifically, "If the wastewater AMP identifies a gap in the current revenue needs to meet expenses, then significant progress must be made toward achieving the funding structure necessary to operate the system. If no gap is identified, the applicant has fulfilled the significant progress requirement. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years and submit a copy of the 5-year plan with the certification."

The second special condition is "For all NPDES permit holders, the applicant acknowledges that acceptance of a SAW wastewater asset management grant will result in an asset management condition in the next reissued NPDES permit. The asset management plan developed must meet NPDES permit requirements." The concern with having the asset management condition in the Plant's discharge permit is that implementation becomes a regulatory requirement with potential for DEQ noncompliance action and penalties if not properly implemented. It is not clear how detailed the DEQ regulatory oversight will be on implementation particularly on plan elements such as required staffing levels, or user charge system, detail of annual reporting, etc. However, DEQ appears bent on inserting the asset management permit conditions even if we do not get grant funding. My counsel is that we can accept that DEQ will propose the permit conditions but that the City maintains the right to negotiate, and contest, specifics of the standard permit terms that we may find to be unreasonable.

GMB

RESOLUTION _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR FOR
PREPARATION OF A GRANT APPLICATION FOR A STORMWATER, ASSET
MANAGEMENT, WASTEWATER (SAW) GRANT WITH CAPITAL CONSULTANTS, INC.
D/B/A C2AE**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is desirable to prepare and submit a grant application for a stormwater, asset management, wastewater (SAW) grant; and

WHEREAS, Capital Consultants, Inc. d/b/a C2AE has the necessary personnel and facilities to provide the professional services needed to prepare the application; and

WHEREAS, the engineer desires to contract with the owner for rendering professional services for 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 heretofore determined that it is advisable, necessary and in the public interest to employ Capital Consultants, Inc. d/b/a C2AE to provide the professional services needed to prepare a SAW Grant application.

SECOND The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Agreement for Preparation of a Grant Application for a Stormwater, Asset Management, Wastewater (Saw) Grant With Capital Consultants d/b/a C2AE in the amount not to exceed \$5,000 plus additional amounts that may become eligible upon grant approval.

THIRD: The above expenses shall be paid from the wastewater fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS __TH DAY OF OCTOBER, 2013.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Amy K. Kohagen, city clerk

ATTACHMENT TO RESOLUTION ____-2013

**AGREEMENT
FOR
PREPARATION OF A GRANT APPLICATION FOR A STORMWATER, ASSET MANAGEMENT,
WASTEWATER (SAW) GRANT
WITH
CAPITAL CONSULTANTS D/B/A C2AE**

THIS IS AN AGREEMENT made on October ____, 2013 between the city of Owosso, hereinafter referred to as the "owner," and Capital Consultants, Inc. d/b/a C2AE with its principal place of business at 725 Prudden Street, Lansing, Michigan, hereinafter referred to as the "engineer."

WHEREAS, the owner intends to accomplish the preparation and submission of a grant application for a stormwater, asset management, wastewater (SAW) grant, hereinafter referred to as the "project"; and

WHEREAS, the engineer has the necessary personnel and facilities to provide the professional services described; and

WHEREAS, the engineer desires to contract with the owner for rendering professional services for the project.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the owner and the engineer do hereby covenant and agree as follows:

SECTION I - DESCRIPTION OF SERVICES

1.1 General

1.1.1 The engineer agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by the owner. A detailed description of services will be specifically set forth by addenda to this agreement.

1.2 Pertaining to the Engineer's Services

1.2.1 The engineer agrees to perform all services in a thorough and professional manner and to hold the owner harmless from any liens for materials and labor furnished by the engineer in connection with the engineer's work.

1.2.2 The engineer agrees to maintain insurance as specified in EXHIBIT A -- INSURANCE COVERAGES.

1.2.3 The engineer intends to render services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either express or implied.

1.2.4 The engineer reserves the right to enter into agreements with other design professionals for portions of the work included under this agreement. Where this subagreement would represent a major portion of the design work, the engineer shall receive approval of the owner for this subagreement.

1.2.5 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants to the owner a nonexclusive license for the owner's use of the documents on the project. They are not

intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

1.2.6 All work product shall become the product of the owner and shall not be made available to any third party by the engineer without the consent of the owner. The engineer shall provide copies of all work product in printed format and computerized format.

1.2.7 Original documents, notes and the like, except those furnished to the engineer by the owner, represent the engineer's cumulative knowledge and are, and shall remain, the property of the engineer and shall not constitute the work product of this agreement. The owner shall have access to these materials and the engineer shall provide a copy upon written request at cost for reproduction.

1.2.8 Whenever the owner elects to enter into any contract or agreement with any person or entity other than the engineer for the performance of services on the project, the engineer will not be responsible for the acts or omissions of said persons or entity at the site or otherwise performing such services. This includes those parties for whom the engineer is providing coordination. Neither the engineer's authority to act under the contract documents or under this agreement, nor any decision made by the engineer in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the engineer to the above, or any of their agents, or employees, or any other person performing any services for the owner.

1.2.9 The engineer has not been retained or compensated to provide design and construction review services relating to safety precautions, or to means, methods, techniques, sequences, or procedures, all as may be required for any person or entity other than the engineer to perform their work, including but not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods or temporary bracing methods.

1.2.10 The engineer in no way undertakes to be responsible for any personal injury or property damage occurring to any person or entity arising out of the construction or subsequent operation of this project by any person or entity unless same shall be found to be the result of a design error. In spite of this, if any claims shall be brought against the engineer of that nature, the owner agrees to defend, indemnify and hold harmless the engineer from all claims, damages and expenses including attorneys' fees arising out of such claim, which claim, damages and expenses are the result or attributable to the acts or omissions in whole or in part of any person or entity other than the engineer.

1.2.11 The engineer and the owner hereby agree that the engineer services under this contract do not include the investigation, detection, abatement, materials, or processes containing asbestos. All responsibility with asbestos detection and abatement shall remain with the owner.

The engineer and the owner also agree that the engineer's services under this contract do not include responsibility for mine subsidence, ground water contamination or legal proceedings related to loss of real estate values.

1.3 Pertaining to the Owner

1.3.1 The owner shall provide at the owner's expense (unless the engineer has specifically included them in addenda to this agreement), and in such manner that the engineer may rely upon them in the performance of services under this agreement, all criteria, design, and construction standards including full information as to the owner's requirements for the project insofar as such documents are available to the owner, or in the owner's possession. Such information may include but not be limited to:

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;

- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;
- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and
- d. permits and approvals from any authorities having jurisdiction over the project.

1.3.2 The owner shall designate a person authorized to act as the owner's representative. The owner or the owner's representative shall receive and examine documents submitted by the engineer, and shall be empowered to interpret and define the owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the engineer's services.

1.3.3 The owner shall guarantee full and free access for the engineer to enter upon all property required for the performance of the engineer's services under this agreement.

1.3.4 The owner shall give prompt written notice to the engineer whenever the owner observes or otherwise becomes aware of any defect in the project or other event which may substantially affect the engineer's performance of services under this agreement.

SECTION II - COMPENSATION FOR SERVICES

2.1 General

2.1.1 The owner shall compensate the engineer for services rendered under this agreement. The method of compensation for said services shall be as set forth in addenda to this agreement.

2.1.2 Payments for services are due 30 days after their invoiced date, based on actual engineering services furnished, unless another schedule of payments is agreed upon by addenda.

2.1.3 Where the owner disputes some portion of the charges contained in the engineer's bill for services, it shall make payment of that portion of the bill which is undisputed and shall notify the engineer in writing of the reason for the dispute. In no case may the owner elect to withhold payment to the engineer of the entire amount due. This would constitute a failure to make payment.

SECTION III - GENERAL PROVISIONS

3.1 General

3.1.1 This agreement is the result of final negotiations between the owner and the engineer and represents the entire and integrated agreement between the owner and the engineer for the project and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the owner and the engineer.

3.1.2 Neither party shall hold the other responsible for damages or delay in performance by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's agents. However, when these delays require additional work to be performed by the engineer, the engineer shall be entitled to additional compensation at the prevailing per diem rates or as otherwise agreed to between the owner and the engineer.

3.1.3 This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause

(such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

3.1.4 Unless otherwise specified within this agreement, this agreement shall be governed by the laws the state of Michigan.

3.1.5 In the event any provisions of this agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

Approved October ____, 2013

For the engineer:
Capital Consultants, Inc. d/b/a C2AE

For the owner
City of Owosso, Michigan

By: _____
William J. Kimble
President

By: _____
Benjamin R. Frederick
Mayor

Attest: (SEAL)

By: _____
Secretary

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2013

Executed: _____, 2013

EXHIBIT A TO AGREEMENT

INSURANCE COVERAGES

A. The engineer shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Michigan such insurance as will protect the owner, its officers, directors, employees, agents, consultants, and volunteers from claims involving the engineer's contractual obligations under this agreement including, but not limited to, the following hold-harmless agreement:

The engineer herein agrees to indemnify and hold harmless the owner, its officers, directors, employees, agents, consultants and volunteers from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the owner, its officers, directors, employees, agents, consultants and volunteers may incur by reason of any injury or damage sustained to any person or property (including loss of use) arising out of or occurring in connection with the negligent performance by the engineer of engineer's duties and obligations.

B. The engineer shall obtain and maintain, at the engineer's own expense, engineer's professional liability insurance in the amount of one million dollars (\$1,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this agreement or the commencement of the engineer's services in relation to the project) covering personal injury, bodily injury and property damages, said coverage to be maintained for three (3) years after the date of final payment hereunder.

C. The engineer shall maintain at the engineer's own expense comprehensive general liability insurance (including broad-form contractual liability and completed operations, explosions, collapse and underground hazards) in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

D. The engineer shall maintain at the engineer's own expense comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

E. The engineer shall maintain at the engineer's own expense workers' compensation insurance in the amount of the statutory maximum with an employer's liability coverage of at least five hundred thousand dollars (\$500,000.00).

F. The owner and its officers and employees shall be named as additional insured on the engineer's comprehensive general liability and automobile insurance policies.

G. All insurance required by the engineer shall be maintained at the engineer's own expense, from a company or companies lawfully authorized to do business in Michigan and rated at least A by Best's Key Rating Guide. All insurance obtained by the engineer shall incorporate a provision requiring the giving of written notice to the owner at least thirty (30) days prior to the cancellation, renewal or material modification of any such policies by return receipt of United States certified mail. All insurance required by the engineer shall also state that the coverage afforded under the policy or policies shall be primary insurance. Any insurance carried independently by the owner shall be secondary insurance which operates on only an excess or contingent basis.

H. All insurance required of the engineer shall provide that any failure to comply with reporting provisions of the policy shall not affect coverage provided to the owner, its directors, officials, employees, agents, consultants or volunteers.

I. The engineer shall submit valid certificates in form and substance satisfactory to the owner evidencing the effectiveness of the foregoing insurance policies and the required amendatory requirements to each such policy to the owner for the owner's approval before the engineer commences the rendition of any services hereunder.

J. Under no circumstances shall the owner be deemed to have waived any of the insurance requirements of this contract by any action or omission, including but not limited to:

- (1) allowing any work to commence by the engineer before receipt of certificates of insurance;
- (2) failing to review any certificates of insurance received from the engineer; or
- (3) failing to advise the engineer that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

The engineer agrees that the obligation to provide the insurance required by these documents is solely the engineer's responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the owner.

K. Nothing contained in this contract is to be construed as extending the liability of the engineer beyond the limits of their policy limits.

L. In the event the engineer fails to furnish and maintain the insurance required by this contract, the owner may purchase such insurance on behalf of the engineer, and the engineer shall pay the cost thereof to the owner upon demand or shall have such cost deducted from any payments due the engineer. The engineer agrees to furnish to the owner the information needed to obtain such insurance.

**ADDENDUM 1 TO AN AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
WITH
CAPITAL CONSULTANTS D/B/A C2AE**

This addendum is attached and made part of the agreement for professional engineering services dated October ____, 2013 between the city of Owosso, Michigan (owner) and Capital Consultants, Inc. d/b/a C2AE (engineer) providing for professional services.

**PREPARATION OF A GRANT APPLICATION FOR A STORMWATER, ASSET MANAGEMENT,
WASTEWATER (SAW) GRANT**

PROJECT SCOPE OF SERVICES

Engineer will provide the following services for completing the SAW Grant application:

1. Planning meetings: Meet with the owner and/ or Mid-Shiawassee County Board during two meetings to continue to discuss the program's extent and required outcomes (risks), refine the application to fit the owner's needs and budget and secure formal city council approval of a resolution required for application submittal.
2. Disadvantaged community status: Obtain the necessary information and work with the owner to determine whether the utility qualifies under the disadvantaged community status.
3. Cost development: Engineer will develop the costs for fundable work efforts and secure the necessary supporting documentation for costs to be used as a part of the grant application package (Project Scope and Fee Worksheet) consistent with the approach detailed in the qualifications statement.
4. Budget/timeline: As a part of the cost documentation to aid the City in planning for project budgeting, engineer will develop an expenditure timeline that will provide an estimated schedule for the costs to be incurred. The timeline will develop the sequence in which the work should take place in order to complete the work within the grant time requirements, and lay out the times at which expenses will be incurred by the owner.
5. Application refinement: Prepared appendices and associated grant reimbursement amounts for review by owner to make sure all eligible items are captured in the application.
6. Quality review: C2AE has created an internal team to review all SAW grant applications as an aid in providing complete and approvable application packages. The team includes at a minimum the following individuals:
 - a. Larry Fox, PE who worked with you on the MDEQ SAW Work Group
 - b. Randy Scott, PE who has many years of experience
 - c. Jim Minster, PE, who combined with Randy Scott, PE, has managed all 52 grant projects for C2AE clients.
7. City council presentation: Present the completed application package and required resolutions for city council approval projected to be at the November 18, 2013 meeting.
8. Application submittal: Engineer will deliver the completed application package to the MDEQ on or before December 2, 2013, unless the MDEQ delays the application date.

COMPENSATION/FEE FOR SERVICES

Engineer estimates the total cost will be \$5,000 for the above Project Scope of Services according to the following fee schedule:

Hourly Rate (\$) by classification:

Engineer/Architect IX/A-10.....	\$182.00 - \$231.00
Engineer/Architect VIII/A-9.....	\$164.00 - \$205.00
Engineer/Architect VII/A-8.....	\$136.00 - \$191.00
Engineer/Architect VI/A-7.....	\$116.00 - \$174.00
Engineer/Architect/Landscape Architect V/A-6.....	\$97.00 - \$152.00
Engineer/Architect/Landscape Architect IV, Technician VIII/A-5.....	\$87.00 - \$124.00
Engineer/Architect/Landscape Architect III, Technician VII/A-4.....	\$76.00 - \$110.00
Engineer/Architect/Landscape Architect I & II, Technician VI/A-3/A-2.....	\$67.00 - \$95.00
Technician V, Administrative V.....	\$61.00 - \$86.00
Technician IV, Administrative IV.....	\$51.00 - \$76.00
Technician III, Administrative III/Clerical III.....	\$44.00 - \$66.00
Technician II, Administrative II/Clerical II.....	\$38.00 - \$57.00
Technician I, Administrative I/Clerical I.....	\$34.00 - \$49.00
Engineer/Clerical Aide/A-1.....	\$45.00 - \$49.00
Two-Person Survey Crew.....	\$185.00
One-Person Survey Crew.....	\$95.00
Information Technology Manager.....	\$115.00 - \$171.00
Information Technology Staff, Web Developer.....	\$88.00 - \$124.00
Interior Designer.....	\$82.00 - \$102.00

(1) The foregoing rates include employee fringe benefits, computer time, overhead, other indirect costs and profit. Legal proceedings, including but not limited to case preparation, depositions, interrogatories, court appearances, will be billed at the above hourly rates plus ten percent.

(2) Rates are effective through December 31, 2013.

(3) Expenses will be invoiced at cost plus a ten (10) percent administrative fee. Mileage will be billed at the IRS allowable rate; the current rate is \$0.565 per mile for project related mileage.

(4) The information contained herein is confidential and is not to be duplicated, used or disclosed in whole or in part, for any purpose other than for which it has been submitted. Duplication, use or disclosure will be permitted only by authorization of one of the firm's principals.

Owner will not be required to pay more than \$2,500 which will be billed November 1, 2013. Any amount above \$2,500 will be paid only if the grant is approved and the charges become an eligible grant expense and are reimbursed. Engineer will provide all necessary documentation for the owner to submit for reimbursement of all grant application service fees.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

Approved October ____, 2013

For the engineer:
Capital Consultants, Inc. d/b/a C2AE

For the owner
City of Owosso, Michigan

By: _____
William J. Kimble
President

By: _____
Benjamin R. Frederick
Mayor

Attest: (SEAL)

By: _____
Secretary

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2013

Executed: _____, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2013

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 Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C, No. Ext): (800) 969-4041 FAX (A/C, No.): (800) 969-4081 E-MAIL ADDRESS:																						
INSURED CAPITAL CONSULTANTS, INC. 725 PRUDDEN STREET LANSING MI 48906		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER B:</td><td>Travelers Indem. Co of America</td><td>25666</td></tr><tr><td>INSURER C:</td><td>Travelers Prop Casualty of Ame</td><td>25674</td></tr><tr><td>INSURER D:</td><td>XL Specitalty Ins Co</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co	25658	INSURER B:	Travelers Indem. Co of America	25666	INSURER C:	Travelers Prop Casualty of Ame	25674	INSURER D:	XL Specitalty Ins Co	37885	INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 13 - 14 All

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			6808818L896	3/1/2013	3/1/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> X, C, U						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			BA8814L142	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" 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)	\$
						Hired and Nonowned Liability	\$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP8633Y399	3/1/2013	3/1/2014	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9147Y900	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		E.L. EACH ACCIDENT				\$ 500,000	
If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N/A	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
			E.L. DISEASE - POLICY LIMIT				\$ 500,000	
D	Professional Liability			DPR9703923	3/1/2013	3/1/2014	Per Claim	\$ 2,000,000
							Aggregate	\$ 4,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

Mike Cosgrove/CHUCK



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

MEMORANDUM

DATE: October 21, 2013

TO: City Council

FROM: Mark A. Sedlak, Director of Public Services/Street Administrator

RE: Request Approval for Change Order #1-Final for the 2013 Jackson Drive Sidewalk Program.

Mike and Son Asphalt, Inc. of Bath, Michigan has completed work on the 2013 Jackson Drive Sidewalk Program. This change order includes charges for additional earth excavation, 5" sidewalk placement, and lawn restoration needed to complete the sidewalks on Jackson Drive.

We recommend Council approve Change Order #1-Final to Mike & Son Asphalt, Inc. in the amount of \$10,459.23 for the 2013 Jackson Drive Sidewalk Program.

MS/mmj

RESOLUTION NO.

**AUTHORIZING A CHANGE ORDER #1-FINAL
TO THE CONTRACT WITH
MIKE & SON ASPHALT, INC.
FOR THE 2013 JACKSON DRIVE SIDEWALK PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Mike & Son Asphalt, Inc. on July 2, 2013 for the 2013 Jackson Drive Sidewalk Program; and

WHEREAS, additional labor and materials were required for earth excavation, lawn restoration and placement of 5" sidewalk for the construction of sidewalks on Jackson Drive.

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

FIRST: The City of Owosso amends the contract with Mike & Son Asphalt, Inc. for the 2013 Jackson Drive Sidewalk Program to add additional work to their contract.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit A, Amendment to the Contract for services between the City of Owosso and Mike & Son Asphalt, Inc. adding \$10,459.23 to the existing contract.

THIRD: The above expenses shall be paid from the Local Street Maintenance Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS 21st DAY OF OCTOBER, 2013.

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

**CITY OF OWOSSO
CONTRACT CHANGE ORDER NO. 1 FINAL**

Page 1 of 1

TO: MIKE & SON ASPHALT, INC.

Date: 10/14/2013

CONTRACT: 2013 JACKSON DR SIDEWALK PROJECT

PROJECT NO.: _____

You are hereby requested to comply with the following changes from the contract plans and specifications:

1 Item No.	2 Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
1	(+1083 SFT of Earth Excavation & 5" Sidewalk Placement @ \$3.50/SFT)		\$3,790.50
2	(+14.33 SFT of 5" Concrete Ramp Placement @ \$3.50/ SFT)		\$502.43
3	(+8698 SFT of Lawn Restoration @ \$0.40 /SFT)		\$5,218.80
4	(+7.5 of Detectable Warning Surfaces @ \$25.00/LFT)		\$187.50
5	(-2 of Detectable Warning Surfaces @ \$30.00/LFT)	(\$60.00)	
	EXTAR WORK		
	(+ 1 LS of Earth Excavation @ \$820.00/LS)		\$820.00
	Change in contract price due to this Change Order		
	Total Decrease	(\$60.00)	
	Total Increase	XXXXXXXXXXXXX	\$10,519.23
	Difference between Co. 3 & 4		
	Net INCREASED contract price		\$10,459.23

Original Contract Price:	\$ 36,395.00
Total Net Addition or Deduction by previous C.O. No.	\$ -
Total Amount of Contract Prior to this Change Order: 1	\$ 36,395.00
Net Addition or Deduction this Change Order No.:	\$ 10,459.23
Net Amount of Contract to date:	\$ 46,854.23

This time provided for completion in contract is increased by 15 calendar days.

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by: _____

Approved by: _____

Accepted by: _____



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

MEMORANDUM

DATE: October 21, 2013

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Contract Payment #1 for the 2013 Jackson Drive Sidewalk Program, as amended by Change Order #1

I recommend Council approve attached Pay Estimate #1 in the amount of \$45,854.23 to Mike & Son Asphalt, Inc. for work completed on the 2013 Jackson Drive Sidewalk Program, as amended by Change Order No. 1. This pay estimate reflects the total contract price of \$46,854.23 minus \$1,000 retainage held to ensure the contractor completes any necessary lawn restoration in the spring.

The work completed in Change Order No.1 includes additional labor and materials used to construct sidewalks that were added to the project after it was approved by council on July 2, 2013. This project is funded through the Local Street Maintenance Fund.

RESOLUTION NO.

**AUTHORIZING PAYMENT
TO MIKE & SON ASPHALT, INC.
FOR WORK COMPLETED ON THE
2013 JACKSON DRIVE SIDEWALK PROGRAM
AS AMENDED BY CHANGE ORDER #1**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Mike & Son Asphalt, Inc. on July 2, 2013 for the 2013 Jackson Drive Sidewalk Replacement Program, as amended by Changer Order No. 1 on October 21, 2013; and

WHEREAS, the work is substantially completed and is now eligible for payment; and

WHEREAS, the City project manager recommends Pay Estimate #1 in the amount of \$45,854.23 for work completed through October 5, 2013, with said unit quantities and amounts agreed to by Mike & Son Asphalt, Inc.

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

FIRST: The City of Owosso has hereto determined that it is advisable, necessary and in the public interest to pay Mike & Son Asphalt, Inc. for work completed on the 2013 Jackson Drive Sidewalk Program as amended by Change Order #1.

SECOND: The Accounts Payable Department is authorized to submit payment to Mike & Son Asphalt, Inc. in the amount of \$45,854.23 as detailed on the attached Payment Estimate #1.

THIRD: The above expenses shall be paid from the Local Street Maintenance Fund

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS 21ST DAY OF OCTOBER, 2013.

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

**PERIODIC COST ESTIMATE
CITY OF OWOSSO
301 W. MAIN
OWOSSO, MI 48867**

Page 1 of Pages

1. Estimate No.: 1

4. Date Prepared 10/7/2013 5. Period Ending 10/5/2013

2. Sponsor's Name CITY OF OWOSSO 3. Sponsor's Address 301 W. MAIN OWOSSO, MI 48867

6. Project No.

7. Name of Project
2013 JACKSON DR SIDEWALK PROJECT

8. Location of Project
ON JACKSON DR

9. State: MI

10. Name of Contractor
MIKE & SON ASPHALT

11. Address of Contractor
6457 HOWE RD.
BATH MI 48808

12. Work Performed Under:
Lump Sum Contract: ☐
Unit Price Contract: ☒
Force Account: ☐

13. Description of Work
NEW SIDEWALK ON JACKSON DR

14. Sponsor's Contract No.

15. Original Estimated Cost this Contract or Force Account
\$36,395.00

16. Completion Time:

17. Percent Physical Completion

18. Dates

a. Notice to Proceed b. Work to Commence

c. Completion Date

d. Est. or Actual Completion
128.74%

19. No of Days Contractor is

a. Ahead b. In Arrears

20
Item
No.

21. Description of Item

22. LATEST REVISED DETAILED ESTIMATE

a. Quantity	b. Unit	c. Unit Price	d. Amount
----------------	------------	------------------	--------------

23. WORK PERFORMED TO DATE

a. Quantity	b. Amount	c. %
----------------	--------------	---------

1	Earth Excavation & 5" Sidewalk Placement	8700	SFT	\$ 3.50	\$ 30,450.00	9,783.00	\$ 34,240.50	112%
2	5" Concrete Ramp Placement	350	SFT	\$ 3.50	\$ 1,225.00	493.55	\$ 1,727.43	141%
3	Lawn Restoration	4500	SFT	\$ 0.60	\$ 2,700.00	13,198.00	\$ 7,918.80	293%
4	ADA Detectable Surface Installation	40	LFT	\$ 25.00	\$ 1,000.00	47.50	\$ 1,187.50	119%
5	ADA Detectable Surface Retrofit	34	LFT	\$ 30.00	\$ 1,020.00	32.00	\$ 960.00	94%
	EXTRA WORK							
	Earth Excavation	1	LS	\$ 820.00		1	\$ 820.00	
					TOTAL		\$ 46,854.23	
					LESS RETAINAGE		\$1,000.00	
					SUB TOTAL		\$ 45,854.23	
					TOTAL DUE		\$ 45,854.23	

24. CERTIFICATION OF CONTRACTOR

I hereby certify that the work performed and materials supplied to date, as shown on this periodic cost estimate, represent the actual value of accomplishment under the terms of this contract in conformity with approved plans and specification; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above.

10/10/2013 Mike & Son Asphalt Inc. BY: [Signature] Estimator/PM
Date Name of Contractor Signature Title

25. ACKNOWLEDGMENT AND CONCURRENCE OF PROJECT ENGINEER

I have examined this periodic cost estimate and concur in the certificate of the contractor.

Date

Signature, Director of Public Services



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

MEMORANDUM

DATE: October 21, 2013

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Request for Change Order #1-Final for the 2013 Street Patches Program

One-Way Asphalt Paving & Excavating, Inc. has completed the work on the 2013 Street Patches Program. The change order requested includes additional 6" patches on North Chipman Street and Hamblin Street.

We recommend Council approve Change Order No. 1-Final to the contract with One-Way Asphalt Paving & Excavating, Inc. for the 2013 Street Patches Program in the amount of \$4,601.34. This project is funded through Major and Local Street Maintenance Fund.

RESOLUTION NO.

**AUTHORIZING A CHANGE ORDER #1-FINAL
TO THE CONTRACT WITH
ONE-WAY ASPHALT PAVING & EXCAVATING, INC
FOR THE 2013 STREET PATCHES PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with One-Way Asphalt Paving & Excavating, Inc. on September 16, 2013 for the 2013 Street Patches Program; and

WHEREAS, additional labor and materials were required for additional 6" patches on North Chipman Street and Hamblin Street.

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

FIRST: The City of Owosso amends the contract with One-Way Asphalt Paving & Excavating, Inc. to add additional work to their contract.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit A, Amendment to the Contract for services between the City of Owosso and One-Way Asphalt Paving & Excavating, Inc. adding \$4,601.34 to the existing contract.

THIRD: The above expenses shall be paid from the Local Street Maintenance Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS 21st DAY OF OCTOBER, 2013.

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

**CITY OF OWOSSO
CONTRACT CHANGE ORDER NO. 1-FINAL**

TO: ONE WAY ASPHALT PAVING & EXCAVATING

Date: 10/16/2013

CONTRACT: 2013 STREET PATCHES PROGRAM

PROJECT NO.: _____

You are hereby requested to comply with the following changes from the contract plans and specifications:

1 Item No.	2 Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
1	4" Patches (minus 8.90 SFT x \$3.80/SFT)	\$ (33.82)	
2	6" Patches (minus 2.58 SFT x \$5.75/SFT)	\$ (14.84)	
3	8" Patches (minus 36 SFT x \$7.50/SFT)	\$ (270.00)	
	ADDITIONAL WORK		
	6" Patches on N. Chipmna (plus 526 SFT x \$5.75/SFT)		\$ 3,024.50
	6" Patches on Hamblin (plus 330 SFT x \$5.75/SFT)		\$ 1,895.50
	Change in contract price due to this Change Order		
	Total Decrease	\$ (318.66)	XXXXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXXXX	\$ 4,920.00
	Difference between Co. 3 & 4		\$ 4,601.34
	Net INCREASE contract price		

Original Contract Price:	\$ 18,930.00
Total Net Addition or Deduction by previous C.O. No.:	
Total Amount of Contract Prior to this Change Order:	\$ 4,601.34
Net Addition or Deduction this Change Order No.:	
Net Amount of Contract to date:	\$ 23,531.34

This time provided for completion in contract is (unchanged) (increased) (decreased) by _____ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by: _____

Approved by: _____

Accepted by: _____



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

MEMORANDUM

DATE: October 21, 2013

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Approval of Pay Estimate #1-Final for the 2013 Street Patch Program as modified by Change Order #1-Final.

I recommend Council approve attached Pay Estimate #1-Final in the amount of \$23,531.34 to One-Way Asphalt Paving & Excavating, Inc. for work completed on the 2013 Street Patches Program, as amended by Change Order #1-Final.

The work completed in Change Order #1-Final included additional patches installed on North Chipman and Hamblin Street after the contract was approved by council on September 16, 2013. This project is funded by the Major and Local Street Maintenance Fund.

RESOLUTION NO.

**AUTHORIZING PAYMENT TO
ONE-WAY ASPHALT PAVING & EXCAVATING, INC.
FOR WORK COMPLETED ON THE
2013 STREET PATCHES PROGRAM
AS AMENDED BY CHANGE ORDER #1-FINAL**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into a unit price contract with One-Way Asphalt Paving & Excavating, Inc. for the 2013 Street Patches Program Bid, and found it necessary and beneficial to extend unit prices to accomplish additional street patches on North Chipman and Hamblin Streets pursuant to Change Order #1-Final; and

WHEREAS, work on the project is complete and is now eligible for payment; and

WHEREAS, the City project manager recommends Pay Estimate #1-Final in the amount of \$23,531.34 for work completed through October 7, 2013, and said unit quantities and amounts have been agreed to by One-Way Asphalt Paving & Excavating, Inc.

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

- FIRST: The City of Owosso has hereto determined that it is advisable, necessary and in the public interest to pay One-Way Asphalt Paving & Excavating, Inc. for work completed on the 2013 Street Patches Program as amended by Change Order #1-Final.
- SECOND: The accounts payable department is authorized to submit payment to One-Way Asphalt Paving & Excavating, Inc. the amount of \$23,531.34 as detailed on attached Payment Estimate #1-Final.
- THIRD: The above expenses shall be paid from the Major and Local Street Maintenance Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS 21ST DAY OF OCTOBER, 2013.

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

**PERIODIC COST ESTIMATE
CITY OF OWOSSO
301 W. MAIN
OWOSSO, MI 48867**

Page 1 of 1 Pages

1. Estimate No.:

1-FINAL

4. Date Prepared

10/15/2013

5. Period Ending

10/7/2013

2. Sponsor's Name

CITY OF OWOSSO

3. Sponsor's Address

301 W. MAIN

OWOSSO, MI 48867

6. Project No.

7. Name of Project

2013 Street Patches Program

8. Location of Project

various streets

9. State:

MICHIGAN

10. Name of Contractor

One Way Asphalt Paving & Excavating, Inc.

11. Address of Contractor

3420 E. Grand River
Williamston, MI 48895

12. Work Performed Under:

Lump Sum Contract: ☐

Unit Price Contract: ☒

Force Account: ☐

13. Description of Work

Asphalt pavement repairs caused by watermain and gas line repairs as well as bad areas of pavement caused by weak sub-base in a street with generally good pavement.

14. Sponsor's Contract No.

15. Original Estimated Cost this Contract or Force Account

\$18,930.00

16. Completion Time:

17. Percent Physical Completion

18. Dates

a. Notice to Proceed

b. Work to Commence

c. Completion Date

d. Est. or Actual Completion

0%

19. No of Days Contractor is

a. Ahead

b. In Arrears

20
Item
No.

21. Description of Item

22. LATEST REVISED DETAILED ESTIMATE

a.
Quantity

b.
Unit

c.
Unit
Price

d.
Amount

23. WORK PERFORMED TO DATE

a.
Quantity

b.
Amount

c.
%

1	4" Patches	2150	SFT	\$ 3.80	\$ 8,170.00	2141.1	\$ 8,136.18	100%
2	6" Patches	1480	SFT	\$ 5.75	\$ 8,510.00	1477.42	\$ 8,495.16	100%
3	8" Patches	300	SFT	\$ 7.50	\$ 2,250.00	264	\$ 1,980.00	88%
ADDITIONAL WORK								
	6" Patches on N Chipman		SFT	\$ 5.75		526	\$ 3,024.50	
	6" Patches on Hamblin		SFT	\$ 5.75		330	\$ 1,895.50	
TOTAL							\$ 23,531.34	

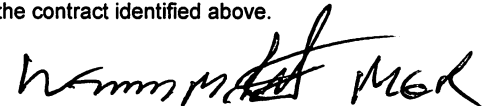
24. CERTIFICATION OF CONTRACTOR

I hereby certify that the work performed and materials supplied to date, as shown on this periodic cost estimate, represent the actual value of accomplishment under the terms of this contract in conformity with approved plans and specification; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above.

10/15/2013
Date

ONE WAY ASPHALT
Name of Contractor

BY:


Signature Title

25. ACKNOWLEDGMENT AND CONCURRENCE OF PROJECT ENGINEER

I have examined this periodic cost estimate and concur in the certificate of the contractor.

10-15-13
Date


Signature, Project Engineer



WARRANT 471

October 14, 2013

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional services - September 9, 2013 – October 14, 2013	General	\$10,035.48
Shiawassee Economic Development Partnership	Annual investment – FY 2013/2014	General	\$31,426.00
Logicalis, Inc	Network engineering support - September 2013	General	\$ 7,616.00
Michigan Municipal Risk Management Authority	Building and property insurance - 2 nd installment – July 1, 2013 – June 30, 2014	General	\$71,609.75
Owosso Charter Township	Owosso Charter Township water sales payment – July 1, 2013 – September 30, 2013	Water	\$ 8,874.83
Caledonia Charter Township	Caledonia Utility fund payment – July 1, 2013 – September 30, 2013	Water	\$19,330.12
Total			\$148,892.18

RESOLUTION 2013-

A RESOLUTION DECLARING THE INTENT OF THE CITY OF OWOSSO TO CONSTRUCT A STREET SCAPE PROJECT ON PARK STREET BETWEEN MAIN AND COMSTOCK STREETS

WHEREAS, it is the intent of the city council of the city of Owosso, Michigan to design, construct and make improvements to Park Street between Main and Comstock Streets:

WHEREAS, it is the intent of the city council to pay all or a portion of the costs associated with said project by the sale of bonds, in one or more series, or other debt obligations of the city;

WHEREAS, it is anticipated that it will be necessary to make expenditures in payment of said costs prior to the issuance of said bonds or debt obligations; and

WHEREAS, the city council wishes to state its intentions with respect to reimbursements for said expenditures in accordance with the requirements of final regulations applicable thereto promulgated by the United States Department of the Treasury and the Michigan Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Owosso, Michigan as follows:

- FIRST: It is reasonably expected that the plans for the project will be completed by December 2013;
- SECOND: It is reasonably expected that bids for the project will be received and a contract awarded during January 2014;
- THIRD: It is reasonably expected that the project will be substantially completed by April 2014;
- FOURTH: The city will reimburse itself for costs incurred in connection with the activities herein above described. The city intends to reimburse all such expenditures by issuing its general obligation bonds or other debt obligations through its Downtown Development Authority and the Michigan Department of Transportation.
- FIFTH: The expenditures made prior to the issuance of said bonds, other debt obligations and Michigan Department of Transportation funds are expected to be paid from the city's General Fund and reimbursement shall be made to said fund.
- SIXTH: This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

SEVENTH: All resolutions or parts of resolutions in conflict herewith are hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS ___TH DAY OF OCTOBER, 2013.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Amy K. Kohagen, city clerk

To: Owosso City Council
 From: Charles Rau, Building Official
 Date: 10/08/2013
 Subject: Building Department Report for September, 2013

Category	Estimated Cost	Permit Fee	Number of Permits
Demolition	\$0	\$310	2
Electrical	\$0	\$1,243	8
Fence - Commercial	\$0	\$180	1
Garage, detached	\$35,900	\$455	2
Mechanical	\$0	\$1,965	15
Non-Res. Add/Alter/Repair	\$47,400	\$833	4
Parking Lot	\$11,400	\$135	1
Plumbing	\$0	\$450	4
Res. Add/Alter/Repair	\$213,697	\$3,817	28
Sign	\$19,135	\$207	1
SOIL EROSION	\$0	\$110	1
Totals	\$327,532	\$9,705.00	67

2012 COMPARISON TOTALS

		BUILDING PERMITS ONLY	-	44
September, 2012 TOTALS	\$1,049,300	\$12,070.35		78

MMS

10/08/2013

Enforcements By Category

10/08/13

1 / 4

SEPTEMBER, 2013

ANIMALS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0663	1308 ROSYLN	LETTER SENT	Resolved	09/10/13	09/24/13	TRAILER
Total Entries:				1		

AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0647	514 KEYTE ST	REF TO POLICE	Resolved	09/04/13	10/01/13	N
ENF 13-0650	748 WOODLAWN AV	REF TO POLICE	REF TO POLICE	09/04/13		N
ENF 13-0652	755 COVENTRY AV	EXTEN GRANTED	Resolved	09/04/13	09/10/13	Y
ENF 13-0674	717 N CHIPMAN ST	REF TO POLICE	Resolved	09/13/13	09/17/13	N
Total Entries:				4		

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0645	724 LINCOLN AV	VN SENT	COMPLIED	09/03/13	09/05/13	Y
ENF 13-0661	201 W MASON ST	REF TO RAU	Resolved	09/09/13	09/30/13	COMM
ENF 13-0662	524 N BALL ST	REC'D FIRE INS. CHECK	INSPECTION PENDIN	09/09/13		N
ENF 13-0676	546 RYAN ST	VN SENT	RED-TAGGED	09/16/13		N
ENF 13-0691	810 W MAIN ST	REF TO RAU	REF TO RAU	09/26/13		COMM
ENF 13-0695	930 JEROME AV	VN SENT	Letter Sent	09/27/13		Y
Total Entries:				6		

GARAGE SALE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0694	616 S WASHINGTON ST	REF TO POLICE	Resolved	09/27/13	09/30/13	Y
Total Entries:				1		

GARBAGE & DEBRIS

Enforcements By Category

10/08/13

2 / 4

SEPTEMBER, 2013

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0656	516 GARFIELD AV	REF TO POLICE & DPW	DPW CLEAN-UP	09/09/13	09/12/13	VACANT?
ENF 13-0657	215 E WILLIAMS ST	REF TO POLICE	REF TO POLICE	09/09/13		Y
ENF 13-0666	1013 TRACY ST	REF TO POLICE	Resolved	09/03/13	09/24/13	N
ENF 13-0667	817 ISHAM ST	REF TO POLICE	Resolved	09/03/13	09/25/13	N
ENF 13-0668	643 N HICKORY ST	REF TO POLICE	Resolved	09/03/13	09/27/13	N
ENF 13-0669	1616 FREDERICK ST	REF TO POLICE	Resolved	09/03/13	09/27/13	N
ENF 13-0670	427 N SAGINAW ST	NOTE FROM CECIL	Resolved	09/11/13	10/07/13	Y
ENF 13-0675	621 GRAND AV	REF TO DPW	Resolved	09/13/13	09/17/13	VAC
ENF 13-0684	652 N PARK ST	REF TO POLICE	REF TO POLICE	09/20/13		Y
ENF 13-0693	118 S WASHINGTON ST	REF TO POLICE	Resolved	09/27/13	09/27/13	COMM
ENF 13-0697	930 JEROME AV	WO ORDER	WO Submitted	09/30/13		N
ENF 13-0698	404 N SAGINAW ST	LETTER SENT	Letter Sent	09/30/13		Y
ENF 13-0701	1167 MARION ST	REF TO POLICE	No Violation	09/30/13	09/30/13	N
Total Entries:				13		

LAWN MAINTENANCE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0646	1220 PALMER AV	LETTER SENT	Resolved	09/04/13	10/08/13	N
ENF 13-0651	1064 TRACY ST	GAVE TO CONTRACTOR	Resolved	09/04/13	09/18/13	VAC
ENF 13-0653	706 JEROME AV	LETTER SENT	Resolved	09/05/13	09/18/13	VAC
ENF 13-0654	708 JEROME AV	LETTER SENT	Resolved	09/05/13	09/18/13	VAC
ENF 13-0655	516 GARFIELD AV	GAVE TO CONTRACTOR	Resolved	09/09/13	09/18/13	REPO
ENF 13-0658	1230 S SHIAWASSEE ST	GAVE TO CONTRACTOR	Resolved	09/09/13	09/18/13	REPO
ENF 13-0659	221 W STEWART ST	GAVE TO CONTRACTOR	Resolved	09/09/13	09/18/13	VAC
ENF 13-0664	712 WRIGHT AV	LETTER SENT	Resolved	09/10/13	09/25/13	N
ENF 13-0672	1803 W STEWART ST	GAVE TO CONTRACTOR	Resolved	09/12/13	09/18/13	VAC
ENF 13-0673	744 WOODLAWN AV	LETTER SENT	Resolved	09/12/13	09/20/13	N

Enforcements By Category

10/08/13

3 / 4

SEPTEMBER, 2013

ENF 13-0678	1524 ALTURAS DR	LETTER SENT	Resolved	09/17/13	09/17/13	N
ENF 13-0679	302 S CHIPMAN ST	CONTRACTOR TO MOW	Resolved	09/17/13	10/01/13	REPO
ENF 13-0680	930 JEROME AV	GAVE TO CONTRACTOR	Resolved	09/17/13	10/01/13	VAC
ENF 13-0682	830 WILKINSON ST	WORK ORDER ISSUED	WO Submitted	09/19/13		VAC
ENF 13-0685	319 W RIDGE ST	GAVE TO CONTRACTOR	WO Submitted	09/20/13		N
ENF 13-0686	1108 MEADOW DR	WO ORDER 4588	WO Submitted	09/23/13		N
ENF 13-0688	N WASHINGTON ST	LETTER SENT	Resolved	09/24/13	10/08/13	VAC
ENF 13-0689	614 N HICKORY ST	LETTER SENT	Resolved	09/24/13	10/08/13	N
ENF 13-0696	706 WILTSHIRE DR	WORK ORDER SUBMITTED	WO Submitted	09/30/13		REPO
ENF 13-0699	515 S CHIPMAN ST	EXTENSION GRANTED	Extension Granted	09/30/13		Y
ENF 13-0700	221 S CHIPMAN ST	LETTER SENT	Resolved	09/30/13	10/08/13	N

Total Entries: 21

MISC.

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0681	302 LAFAYETTE BL	REF TO POLICE	REF TO POLICE	09/18/13		VAC
ENF 13-0687	988 CORUNNA AV	REF TO POLICE	REF TO POLICE	09/23/13		Y

Total Entries: 2

MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0649	744 WOODLAWN AV	REF TO POLICE	REF TO POLICE	09/03/13		N
ENF 13-0665	1017 ISHAM ST	REF TO POLICE	Resolved	09/03/13	09/24/13	N
ENF 13-0702	816 ALGER AV	VN SENT	Letter Sent	09/30/13		VAC

Total Entries: 3

RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0671	900 AMENT ST	REF TO RAU	REF TO RAU	09/11/13		Y

Enforcements By Category

10/08/13

4 / 4

SEPTEMBER, 2013

ENF 13-0683	516 N PARK ST	INSPECTION	COMPLIED	09/19/13	09/27/13	Y
ENF 13-0690	616 S WASHINGTON ST	VERBAL NOTICE	Verbal Notice	09/18/13		Y

Total Entries: 3

SIGN VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0692	314 E COMSTOCK ST	REF TO POLICE	REF TO POLICE	09/26/13		COMM

Total Entries: 1

ZONING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0648	748 WOODLAWN AV	REF TO RAU	REF TO RAU	09/04/13		N
ENF 13-0660	827 E MAIN ST	ZONING INSPECT.	No Violation	09/09/13	09/12/13	COMM

Total Entries: 2

Total Records: 57

Total Pages: 4

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
HOME OCC - Home Occupation



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

202 S WATER ST · OWOSSO, MICHIGAN 48867-2958 · (989)725-0580 · FAX (989)725-0528

MEMORANDUM

DATE: October 7, 2013
TO: Owosso City Council
FROM: Kevin Lenkart
RE: September 2013 Report

Attached are the statistics for the police department for September 2013. This report includes activity for the month of September 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.

In addition there were eight reported burning violations for September.



Case Assignment/Clearance Report For September, 2013

Month, Year: 09, 2013

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
PART I OFFENSES					
ROBBERY	0	0	0	3	0 %
AGGRAVATED ASSAULT	3	3	19	17	89 %
BURGLARY	8	7	40	38	95 %
LARCENY	18	12	261	166	63 %
MOTOR VEHICLE THEFT	1	0	6	4	66 %
SIMPLE ASSAULT	11	9	73	53	72 %
ARSON	1	0	2	1	50 %
FORGERY & UTTERING	1	0	2	1	50 %
COUNTERFEITING	1	1	1	1	100 %
FRAUD	6	3	53	20	37 %
EMBEZZLEMENT	0	0	2	1	50 %
WEAPON CRIMES- CARRY, POSS,	1	1	4	4	100 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	0	0	12	7	58 %
NARCOTICS VOLIATIONS	2	1	50	26	52 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	1	0 %
HOMICIDE	0	0	0	1	0 %
RAPE / NON - FAMILY	0	0	2	0	0 %
SEX OFFENSES 2	2	2	13	8	61 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDNAPPING	0	0	0	0	0 %
BURGLARY RESIDENTIAL	10	2	25	4	16 %
BURGLARY COMMERCIAL	0	0	2	2	100 %
RESISTING/OBSTRUCTING	0	0	1	2	200 %
PART I OFFENSES	65	41	568	360	63 %
PART II OFFENSES					
PAROLE/PROBATION VIOLATION	1	1	6	6	100 %
NATURAL DEATH	4	4	19	10	52 %
RETAIL FRAUD	1	1	12	9	75 %
RUNAWAY	4	2	30	17	56 %
VIOLATION PPO/ COURT ORDER	3	3	9	9	100 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	0	0	4	2	50 %
TRAFFIC OFFENSES OTHER	7	0	46	15	32 %
CRIMINAL CASE OTHER	0	0	1	1	100 %
WARRANT ARREST	15	10	133	104	78 %
SUSPICIOUS CIRCUMSTANCES	6	5	34	25	73 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	8	6	53	40	75 %
DOMESTIC ASSAULT/SITUATION	15	12	134	79	58 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	15	14	81	74	91 %
RECOVERED PROPERTY	0	0	2	2	100 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	1	0	11	8	72 %
DOA	0	0	0	0	0 %
ANIMAL COMPLAINTS	7	6	38	23	60 %
MISSING PERSON	1	1	8	6	75 %
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	3	3	39	25	64 %
FIRES - NOT ARSON	1	1	3	4	133 %
LOST PROPERTY	0	0	2	2	100 %
NON-CRIMINAL CASE	20	10	130	93	71 %
CRIMES AGAINST FAMILY &	3	2	11	6	54 %
DRIVING WHILE IMPAIRED	0	0	35	37	105 %
LIQUOR LAW VIOLATIONS	7	1	38	11	28 %
DISORDERLY CONDUCT	6	3	41	29	70 %
OTHER CRIMES	27	15	188	119	63 %
IMPOUND / TOW FOLLOW-UP	0	0	6	3	50 %
FALSE ALARM	0	0	1	1	100 %
MOTOR VEHICLE CRASH	39	29	291	217	74 %
THREATS	0	0	3	3	100 %
PROPERTY CRIMES, POSS, SALE,	0	0	1	1	100 %
DAMAGE TO PROPERTY	13	10	130	84	64 %
PART II OFFENSES	207	139	1,540	1,065	69 %
Grand Totals:	272	180	2,108	1,425	67 %

Field Contact By Reason Summary Report

Date Range: 09/01/2013 - 09/30/2013, Agency: OWPD

Reason for Contact	Count
911 Hang Up	7
False Alarm Commercial	8
False Alarm Residential	4
All Other Service Reports	11
Animal Complaints Other	26
Assist Ambulance	1
Assist To Other Dept	21
Assist Fire Dept	1
Attempt To Locate	12
Barking Dog	9
Burning Ordinance	8
Civil Dispute	26
Code Enforcement - Owosso	1
Disturbance	9
Fight / No Assault	2
Fireworks	2
Found Property	8
Gun Permit/register	29
Harrassment	8
Investigate Vehicle	1
Loud Music	14
Loud Party	1
Motorist Assist	1
Open Door	5
Ordinance Violation	5
Parking Problem	31
Pawn Ticket	108
Peace Officer	12
Private Property Pda / Non Reportable	1
Prowler	1
Reckless Driver	1
Road Hazard	4
Suspicious Person	24

Reason for Contact	Count
Suspicious Situation	42
Suspicious Vehicle	7
Trouble With Kids	17
Trouble With Neighbor	8
Trouble With Subject	58
Trespassing	1
Phone Harassment	4
Unwanted Subject	8
Vacation Check On Home	5
Welfare Check	33
Wire Down	2
Work Traffic	98

OPEN FIRES - NO CITATION ISSUED

September 2013

CASE_ID	FCDATE	STREET	STREET
201305621	09/01/2013 14:15:00	1433	W HENRY ST
201305837	09/10/2013 11:29:00	739	N PARK ST
201305953	09/14/2013 13:18:00	515	E EXCHANGE ST
201305974	09/15/2013 16:44:00	830	S KENWOOD DR
201305999	09/16/2013 18:25:00	1106	W SOUTH ST
201306003	09/16/2013 20:34:00	921	N WASHINGTON ST
201306274	09/28/2013 22:19:00	438	W CURWOOD DR
201306264	09/28/2013 17:37:00	820	S LYON ST



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

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MEMORANDUM

DATE: October 7, 2013
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: September Fire Report

During the month of September 2013:

Fire Department responded to 154 Ambulance calls.

- 99 were city residents
- 24 were non-residents
- 31 required no transport

- 35 transfers
- 30 were residents
- 5 was non-residents

- 0 in town transfers
- 1 in-facility transports

Fire Department responded to 23 Fire calls.

- 1 Accident
- 3 Unfounded report upon arrival
- 6 False alarms
- 2 Hazardous condition
- 1 Power line down
- 1 Public Assist
- 1 Carbon Monoxide alarm
- 1 Building fire
- 2 Smoke detector
- 3 Dispatched and cancelled while en route
- 1 Extrication
- 1 Vehicle fire

The Fire Department also completed the following:

20 Rental Inspections

10 Re-inspections

REGULAR MEETING MINUTES
OWOSSO DDA / MAIN STREET
Council Chambers, City Hall
October 2, 2013 – 7:30 am.

MEETING CALLED TO ORDER at 7:37 a.m. by Bill Gilbert.

ROLL CALL was taken by Secretary Alaina Kraus.

MEMBERS PRESENT: Authority Members Dawn Gonyou, Lance Omer, Ken Cushman, Benjamin Frederick, Bill Gilbert, Meredith Landino, Secretary Alaina Kraus, Treasurer James Demis

MEMBERS ABSENT: Chairman Dave Acton

OTHERS PRESENT: Josh Adams, DDA / Owosso Main Street Manager; Helen Granger, Press.

AGENDA:

MOTION BY AUTHORITY MEMBER DEMIS, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE AGENDA FOR OCTOBER 2, 2013.

YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER LANDINO TO APPROVE THE MINUTES WITH MODIFICATION FOR THE MEETING OF SEPTEMBER 4 & SEPTEMBER 11, 2013.

YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

Omer recommended that all read Tom Cook's blog post about scapegoating.

COMMITTEE UPDATES

1. Design – Authority Member Bill Gilbert

The Design committee is working on a Christmas green program to bring color to downtown from November to February.

Six facades were approved to move forward and are waiting on final approval following meeting with the general contractor, which Zettel is doing today. They are hoping to have something for City Council soon.

Wayfinding is still in progress.

2. Economic Restructuring – Authority Member Omer

Emily Panterra came from the state and reviewed where that committee was at following the national visit.

It is hoped to have the Market Study by end of month, \$3,000 of the budgeted \$15,000 so far. A walking tour was done of the downtown which seemed to help.

3. Organization – Authority Member Landino

The first issue of the Owosso monthly newsletter is complete and ready to be sent out. Any information that other committees would like to include should be passed forward for that by the 25th of the previous month to be included. If you are planning to do something give Landino a heads up and send articles to Landino and Adams. They are working on a form to submit articles.

The website is also under construction and they are working on digitizing business and volunteer information. The actual volunteer system will probably be in the 2014/2015 fiscal year.

We are now listed in Pure Michigan as a destination area and Krista Welty has volunteered to create a brochure around this. People will be able to submit events, etc.

4. Promotion – Chairman Acton

Owossopalooza is scheduled for Oct. 10 from 4-7 pm. Victoria White is the work plan manager.

Glow has been meeting for a month. They are raising money for their budget including a Bob Evans fundraiser this Saturday.

ITEMS OF BUSINESS:

1. CHECK REGISTER APPROVAL.

This check register is the first of a different format. In the future Demis will report on any unusual checks and Adams will bring explanations for them. There was nothing unusual in September.

SEE BOARD PACKET FOR CHECK REGISTER

MOTION BY AUTHORITY MEMBER FREDERICK, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE CHECK REGISTER FOR SEPTEMBER 2013 AS PRESENTED.

YEAS ALL. MOTION CARRIED.

2. BUDGET REPORT.

The TIF comes in in March 2014. An amendment will need to be made to account for higher manager wage in the budget. There is \$20,000 due to the Sidewalk fund this month. The rest will be due May 1. This \$10,000 payment is the last on Capitol Bowl. Wayfinding and the Market Study are the next big things coming up.

We will run out of cash before the TIF comes in. Last year we borrowed against our bonds which we can do again.

3. SPECIAL BOARD MEETING/BUDGET MEETING

The budget sub-committee will meet about the budget and report back to the board. Demis would like this to be a hour-long workshop open to any board members so that they can become familiar with it and every committee should have one representative. Adams and Demis will pick a date and send it out.

4. GLOW STREET CLOSURES

Three meetings about the street closures were announced in the Argus & Independent. The Glow route is the same along Washington and the 5k is on exchange between Water and Saginaw & Williams to Comstock on Washington. Closures would happen on November 29th starting around 4pm for the 5k at 5:30 and parade at 6:15

MOTION BY AUTHORITY MEMBER KRAUS, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO ACCEPT STREET CLOSURES AS PRESENTED FOR GLOW OWOSSO. YEAS ALL. MOTION CARRIED.

5. DIG & FAÇADE GRANT UPDATES

DIG has been submitted to state in good form. City Council matched it at \$125,000 + \$45,000 originally planned and the \$200,000 commitment from Main Street. Total asked for is \$695,000. Word will be received back in November on whether it will be moving forward. Work would begin in late spring/early summer for completion by the end of 2014.

The parking lot by the Art Center will have 117, while the trailhead kiosk with bike parking will take up 15 parking spots by the Armory.

We are penalized because of other grants already in progress, but should still have enough points to move forward. It's an estimated 50/50 chance of getting it. It is in our favor that the plans are in line with previously documented goals for changes and development in the downtown.

Facades bids are in. They are working on recommendations of which contractors. It will start in October or spring depending upon recommendations of the brick layers.

PUBLIC / BOARD / STAFF COMMENTS:

MOTION MADE BY AUTHORITY MEMBER DEMIS, SUPPORTED BY AUTHORITY MEMBER LANDINO TO ADJOURN AT 8:32 AM. YEAS ALL. MOTION CARRIED.

Alaina Kraus, Secretary

September Check Register
By Check Number



11:06 AM

09/30/13

Owosso Main Street Check Register - By Check Number September 2013

Num	Date	Name	Memo	Account	Paid Amount
1878	09/12/2013	Joshua Adams	Manager Wa...	Owosso Main Street Checking	
	09/12/2013		Main Street ...	296-200-999.101 MANAGER WAGES	-2,115.38
TOTAL					-2,115.38
1879	09/12/2013	Argus Press		Owosso Main Street Checking	
	09/12/2013		Adds for RTV	296-695-728.000 OPER SUPPLIES	-29.44
TOTAL					-29.44
1880	09/12/2013	Gilbert's Do It Best	water truck ...	Owosso Main Street Checking	
	08/30/2013		Spot Spinkler...	296-697-818.000-WATERING	-5.99
			Weed Spraye...	296-697-818.000-MAINT. SUPPLIES	-89.97
			Anneal Wire f...	296-697-818.000-WALK TOUR MAP	-2.99
			Stump remov...	296-697-831.000 MAINTENANCE	-27.76
			Piping and h...	296-697-818.000-IRRIGATION WORK	-8.08
TOTAL					-134.79
1881	09/12/2013	Kelly's Refuse	Trash Servic...	Owosso Main Street Checking	
	09/12/2013		Trash Srevic...	296-200-831.000 MAINTENANCE	-437.50
TOTAL					-437.50
1882	09/12/2013	David Goodrich	Musician to ...	Owosso Main Street Checking	
	09/03/2013		Musician to p...	296-696-818.000-ARTWALK	-150.00
TOTAL					-150.00
1883	09/12/2013	Dean Vanderkloek	Vaudville ac...	Owosso Main Street Checking	
	09/03/2013		Vaudville act ...	296-696-818.000-ARTWALK	-100.00
TOTAL					-100.00
1884	09/12/2013	Pooh Stevenson and Ji...	Musicians to...	Owosso Main Street Checking	
	09/03/2013		Musician to p...	296-696-818.000-ARTWALK	-200.00
TOTAL					-200.00
1885	09/12/2013	Taylor VonBrockdorff	Musician to ...	Owosso Main Street Checking	
	09/03/2013		Musician to p...	296-696-818.000-ARTWALK	-200.00
TOTAL					-200.00
1886	09/26/2013	Joshua Adams	Main Street ...	Owosso Main Street Checking	
	09/26/2013		Main Street ...	296-200-999.101 MANAGER WAGES	-2,115.38
TOTAL					-2,115.38
1887	09/26/2013	Michigan in Metal	Christmas O...	Owosso Main Street Checking	
	09/25/2013		Michigan Chr...	296-696-818.000-GLOW	-537.00
TOTAL					-537.00

11:06 AM

09/30/13

Owosso Main Street
Check Register - By Check Number
September 2013

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
1888	09/26/2013	Crooked Tree Nursery	Additional w...	Owosso Main Street Checking	
	09/25/2013		Additional wo...	296-697-974.000-WOODARDPLC	-276.00
TOTAL					-276.00
1889	09/26/2013	DayStarr Communication	Call forwardi...	Owosso Main Street Checking	
	09/25/2013		Call forwardin...	296-200-728.000 OPER SUPPLIES	-15.90
TOTAL					-15.90
1890	09/26/2013	First Bank Card	Hotel Room ...	Owosso Main Street Checking	
	09/25/2013		Hotel Room f...	296-200-860.000 ED + TRAINING	-114.40
TOTAL					-114.40
1891	09/26/2013	First Bank Card	Art Walk Su...	Owosso Main Street Checking	
	09/25/2013		Sidewalk Pai...	296-696-818.000-ARTWALK	-31.67
			Hotel Room f...	296-200-860.000 ED + TRAINING	-114.40
			Bomerang E...	296-695-728.000 OPER SUPPLIES	-4.99
TOTAL					-151.06

September Check Register
By Account Number



11:08 AM

09/30/13

Cash Basis

Owosso Main Street

Check Register - By Account Number

September 2013

Type	Date	Num	Name	Memo	Paid Amount	Balance
Ordinary Income/Expense						
Expense						
DEP 200 GEN SERVICES						
296-200-728.000 OPER SUPPLIES						
Bill	09/26/2013		DayStarr Communi...	Call forwardin...	15.90	15.90
			Total 296-200-728.000 OPER SUPPLIES		15.90	15.90
296-200-831.000 MAINTENANCE						
Bill	09/12/2013		Kelly's Refuse	Trash Srevic...	437.50	437.50
			Total 296-200-831.000 MAINTENANCE		437.50	437.50
296-200-860.000 ED + TRAINING						
Bill	09/26/2013		First Bank Card	Hotel Room f...	114.40	114.40
Bill	09/26/2013		First Bank Card	Hotel Room f...	114.40	228.80
			Total 296-200-860.000 ED + TRAINING		228.80	228.80
296-200-999.101 MANAGER WAGES						
Bill	09/12/2013		Joshua Adams	Main Street ...	2,115.38	2,115.38
Bill	09/26/2013		Joshua Adams	Main Street ...	2,115.38	4,230.76
			Total 296-200-999.101 MANAGER WAGES		4,230.76	4,230.76
			Total DEP 200 GEN SERVICES		4,912.96	4,912.96
DEP 695 ORGANIZATION EXPENSES						
296-695-728.000 OPER SUPPLIES						
Bill	09/12/2013		Argus Press	Adds for RTV	29.44	29.44
Bill	09/26/2013		First Bank Card	Bomerang E...	4.99	34.43
			Total 296-695-728.000 OPER SUPPLIES		34.43	34.43
			Total DEP 695 ORGANIZATION EXPENSES		34.43	34.43
DEP 696 PROMOTION EXPENSES						
296-696-818.000 PRO WK PLNS						
296-696-818.000-ARTWALK						
Bill	09/12/2013		Dean Vanderklokk	Vaudville act ...	100.00	100.00
Bill	09/12/2013		David Goodrich	Musician to p...	150.00	250.00
Bill	09/12/2013		Pooh Stevenson an...	Musician to p...	200.00	450.00
Bill	09/12/2013		Taylor VonBrockdorff	Musician to p...	200.00	650.00
Bill	09/26/2013		First Bank Card	Sidewalk Pai...	31.67	681.67
			Total 296-696-818.000-ARTWALK		681.67	681.67
296-696-818.000-GLOW						
Bill	09/26/2013		Michigan in Metal	Michigan Chr...	537.00	537.00
			Total 296-696-818.000-GLOW		537.00	537.00
			Total 296-696-818.000 PRO WK PLNS		1,218.67	1,218.67
			Total DEP 696 PROMOTION EXPENSES		1,218.67	1,218.67
DEP 697 DESIGN EXPENSES						
296-697-818.000 DES WK PLNS						
296-697-818.000-FLOWER PROGRAM						
296-697-818.000-IRRIGATION WORK						
Bill	09/12/2013		Gilbert's Do It Best	Piping and h...	8.08	8.08
			Total 296-697-818.000-IRRIGATION WORK		8.08	8.08
296-697-818.000-MAINT. SUPPLIES						
Bill	09/12/2013		Gilbert's Do It Best	Weed Spraye...	89.97	89.97
			Total 296-697-818.000-MAINT. SUPPLIES		89.97	89.97
296-697-818.000-WALK TOUR MAP						
Bill	09/12/2013		Gilbert's Do It Best	Anneal Wire f...	2.99	2.99
			Total 296-697-818.000-WALK TOUR MAP		2.99	2.99

11:08 AM

09/30/13

Cash Basis

Owosso Main Street

Check Register - By Account Number

September 2013

Type	Date	Num	Name	Memo	Paid Amount	Balance
296-697-818.000-WATERING						
Bill	09/12/2013		Gilbert's Do It Best	Spot Spinkler...	5.99	5.99
			Total 296-697-818.000-WATERING		5.99	5.99
			Total 296-697-818.000-FLOWER PROGRAM		107.03	107.03
			Total 296-697-818.000 DES WK PLNS		107.03	107.03
296-697-831.000 MAINTENANCE						
Bill	09/12/2013		Gilbert's Do It Best	Stump remov...	27.76	27.76
			Total 296-697-831.000 MAINTENANCE		27.76	27.76
296-697-974.000-WOODARDPLC						
Bill	09/26/2013		Crooked Tree Nurs...	Additional wo...	276.00	276.00
			Total 296-697-974.000-WOODARDPLC		276.00	276.00
			Total DEP 697 DESIGN EXPENSES		410.79	410.79
			Total Expense		6,576.85	6,576.85
			Net Ordinary Income		-6,576.85	-6,576.85
Net Income					-6,576.85	-6,576.85

Year-to-Date Budget Report



Owosso Main Street
Profit & Loss Budget vs. Actual
July through September 2013

	<u>Jul - Sep 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
296-000-401.403 GEN PROP TAX	27,628.88	27,700.00	-71.12
296-000-401.405 TIF	0.00	149,300.00	-149,300.00
296-000-671.676 DESIGN INCOME			
296-000-671.676-BIKERACKS	0.00	2,000.00	-2,000.00
296-000-671.676-FLOWER PROGRAM			
296-000-671.676-SPONSOR MAILING	0.00	4,200.00	-4,200.00
296-000-671.676-WALK TOUR MAP	1,000.00	15,000.00	-14,000.00
296-000-671.676-FLOWER PROGRAM - Other	50.00		
Total 296-000-671.676-FLOWER PROGRAM	1,050.00	19,200.00	-18,150.00
296-000-671.676 DESIGN INCOME - Other	0.00	20,000.00	-20,000.00
Total 296-000-671.676 DESIGN INCOME	1,050.00	41,200.00	-40,150.00
296-000-671.677 ER INCOME			
296-000-671.677-MKTSTUDY	5,500.00	7,500.00	-2,000.00
Total 296-000-671.677 ER INCOME	5,500.00	7,500.00	-2,000.00
296-000-671.678 PRO INCOME			
296-000-671.678-ARTWALK	397.00		
296-000-671.678-GLOW	840.00		
Total 296-000-671.678 PRO INCOME	1,237.00		
296-000-671.694 MISC	8.11		
Total Income	35,423.99	225,700.00	-190,276.01

Owosso Main Street
Profit & Loss Budget vs. Actual
July through September 2013

	<u>Jul - Sep 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Expense			
DEP 200 GEN SERVICES			
296-200-728.000 OPER SUPPLIES	454.18	2,500.00	-2,045.82
296-200-818.000 CONTRACT SER	0.00	4,000.00	-4,000.00
296-200-831.000 MAINTENANCE	1,296.00	16,000.00	-14,704.00
296-200-858.000 MEMBER + DUES	0.00	500.00	-500.00
296-200-860.000 ED + TRAINING	311.80	1,400.00	-1,088.20
296-200-999.101 MANAGER WAGES	11,087.88	46,000.00	-34,912.12
Total DEP 200 GEN SERVICES	13,149.86	70,400.00	-57,250.14
DEP 695 ORGANIZATION EXPENSES			
296-695-728.000 OPER SUPPLIES	39.42		
296-695-818.000 ORG WK PLNS			
296-695-818.000-MEMBERSHIP	0.00	500.00	-500.00
296-695-818.000-VOLPARTY	0.00	1,000.00	-1,000.00
296-695-818.000-WEBSITE	104.97		
Total 296-695-818.000 ORG WK PLNS	104.97	1,500.00	-1,395.03
Total DEP 695 ORGANIZATION EXPENSES	144.39	1,500.00	-1,355.61
DEP 696 PROMOTION EXPENSES			
296-696-818.000 PRO WK PLNS			
296-696-818.000-ARTWALK	681.67	1,000.00	-318.33
296-696-818.000-GLOW	537.00	6,000.00	-5,463.00
Total 296-696-818.000 PRO WK PLNS	1,218.67	7,000.00	-5,781.33
Total DEP 696 PROMOTION EXPENSES	1,218.67	7,000.00	-5,781.33

Owosso Main Street
Profit & Loss Budget vs. Actual
July through September 2013

	<u>Jul - Sep 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
DEP 697 DESIGN EXPENSES			
296-697-818.000 DES WK PLNS			
296-697-818.000-BENCHES	540.00		
296-697-818.000-BIKERACKS	0.00	2,000.00	-2,000.00
296-697-818.000-CHRISTMAS	0.00	5,000.00	-5,000.00
296-697-818.000-FACADE	0.00	2,000.00	-2,000.00
296-697-818.000-FLOWER PROGRAM			
296-697-818.000-BASKETS	0.00	4,800.00	-4,800.00
296-697-818.000-BED PLANTS	754.30	7,500.00	-6,745.70
296-697-818.000-IRRIGATION WORK	155.08		
296-697-818.000-MAINT. SUPPLIES	89.97		
296-697-818.000-SPONSOR MAILING	0.00	400.00	-400.00
296-697-818.000-SPONSOR PARTY	0.00	1,000.00	-1,000.00
296-697-818.000-WALK TOUR MAP	17.99	4,000.00	-3,982.01
296-697-818.000-WATERING	697.99	6,500.00	-5,802.01
Total 296-697-818.000-FLOWER PROGRAM	<u>1,715.33</u>	<u>24,200.00</u>	<u>-22,484.67</u>
 Total 296-697-818.000 DES WK PLNS	 2,255.33	 33,200.00	 -30,944.67
 296-697-831.000 MAINTENANCE	27.76		
296-697-974.000-WAYFINDING	18,300.00	20,000.00	-1,700.00
296-697-974.000-WOODARDPLC	276.00		
Total DEP 697 DESIGN EXPENSES	<u>20,859.09</u>	<u>53,200.00</u>	<u>-32,340.91</u>
 DEP 698 ER EXPENSES			
296-698-818.000 ER WK PLNS			
296-698-818.000-MKTSTUDY	3,000.00	15,000.00	-12,000.00
Total 296-698-818.000 ER WK PLNS	<u>3,000.00</u>	<u>15,000.00</u>	<u>-12,000.00</u>
 Total DEP 698 ER EXPENSES	 3,000.00	 15,000.00	 -12,000.00
 DEP 901 - CAPITAL OUTLAY			
296-901-965.730 CAPITOL BOWL	0.00	10,000.00	-10,000.00
Total DEP 901 - CAPITAL OUTLAY	<u>0.00</u>	<u>10,000.00</u>	<u>-10,000.00</u>
 DEP 966 TRANSFER OUT			
296-966-999.397 SIDEWALK FUND	0.00	75,400.00	-75,400.00
Total DEP 966 TRANSFER OUT	<u>0.00</u>	<u>75,400.00</u>	<u>-75,400.00</u>
 Total Expense	 <u>38,372.01</u>	 <u>232,500.00</u>	 <u>-194,127.99</u>
 Net Ordinary Income	 <u>-2,948.02</u>	 <u>-6,800.00</u>	 <u>3,851.98</u>
 Net Income	 <u><u>-2,948.02</u></u>	 <u><u>-6,800.00</u></u>	 <u><u>3,851.98</u></u>

Upcoming Payments



3:40 PM

09/30/13

Owosso Main Street
A/P Aging Detail
 As of September 30, 2013

Type	Date	Num	Name	Due Date	Aging	Open Balance
Current						
Bill	09/30/2013		Sunburst Gardens	09/30/2013		90.00
Bill	09/25/2013		City of Owosso	10/12/2013		208.00
Bill	09/25/2013		City of Owosso	10/23/2013		186.57
Bill	09/30/2013		American Speedy P...	10/26/2013		159.00
Total Current						643.57
1 - 30						
Bill	09/25/2013		Woodard - CM	09/25/2013	5	18,300.00
Total 1 - 30						18,300.00
31 - 60						
Total 31 - 60						
61 - 90						
Total 61 - 90						
> 90						
Credit	07/01/2012		Error			601.69
Bill Pmt Check	11/16/2012	1735	Heather Rivard			1,304.61
Total > 90						1,906.30
TOTAL						17,037.27

Historical Entry Errors

*To be fixed
ASAP.*

August Revised Budget Report



Owosso Main Street
Profit & Loss Budget vs. Actual
July through August 2013

	<u>Jul - Aug 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
296-000-401.403 GEN PROP TAX	27,628.88	27,700.00	-71.12
296-000-401.405 TIF	0.00	149,300.00	-149,300.00
296-000-671.676 DESIGN INCOME			
296-000-671.676-BIKERACKS	0.00	2,000.00	-2,000.00
296-000-671.676-FLOWER PROGRAM			
296-000-671.676-SPONSOR MAILING	0.00	4,200.00	-4,200.00
296-000-671.676-WALK TOUR MAP	1,000.00	15,000.00	-14,000.00
Total 296-000-671.676-FLOWER PROGRAM	1,000.00	19,200.00	-18,200.00
296-000-671.676 DESIGN INCOME - Other	0.00	20,000.00	-20,000.00
Total 296-000-671.676 DESIGN INCOME	1,000.00	41,200.00	-40,200.00
296-000-671.677 ER INCOME			
296-000-671.677-MKTSTUDY	5,500.00	7,500.00	-2,000.00
Total 296-000-671.677 ER INCOME	5,500.00	7,500.00	-2,000.00
296-000-671.678 PRO INCOME			
296-000-671.678-GLOW	250.00		
Total 296-000-671.678 PRO INCOME	250.00		
296-000-671.694 MISC	8.11		
Total Income	34,386.99	225,700.00	-191,313.01

Owosso Main Street
Profit & Loss Budget vs. Actual
July through August 2013

	<u>Jul - Aug 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Expense			
DEP 200 GEN SERVICES			
296-200-728.000 OPER SUPPLIES	376.71	2,500.00	-2,123.29
296-200-818.000 CONTRACT SER	0.00	4,000.00	-4,000.00
296-200-831.000 MAINTENANCE	608.50	16,000.00	-15,391.50
296-200-858.000 MEMBER + DUES	0.00	500.00	-500.00
296-200-860.000 ED + TRAINING	0.00	1,400.00	-1,400.00
296-200-999.101 MANAGER WAGES	6,857.12	46,000.00	-39,142.88
Total DEP 200 GEN SERVICES	<u>7,842.33</u>	<u>70,400.00</u>	<u>-62,557.67</u>
DEP 695 ORGANIZATION EXPENSES			
296-695-728.000 OPER SUPPLIES	4.99		
296-695-818.000 ORG WK PLNS			
296-695-818.000-MEMBERSHIP	0.00	500.00	-500.00
296-695-818.000-VOLPARTY	0.00	1,000.00	-1,000.00
296-695-818.000-WEBSITE	104.97		
Total 296-695-818.000 ORG WK PLNS	<u>104.97</u>	<u>1,500.00</u>	<u>-1,395.03</u>
Total DEP 695 ORGANIZATION EXPENSES	109.96	1,500.00	-1,390.04
DEP 696 PROMOTION EXPENSES			
296-696-818.000 PRO WK PLNS			
296-696-818.000-ARTWALK	0.00	1,000.00	-1,000.00
296-696-818.000-GLOW	0.00	6,000.00	-6,000.00
Total 296-696-818.000 PRO WK PLNS	<u>0.00</u>	<u>7,000.00</u>	<u>-7,000.00</u>
Total DEP 696 PROMOTION EXPENSES	0.00	7,000.00	-7,000.00

Owosso Main Street
Profit & Loss Budget vs. Actual
July through August 2013

	<u>Jul - Aug 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
DEP 697 DESIGN EXPENSES			
296-697-818.000 DES WK PLNS			
296-697-818.000-BENCHES	540.00		
296-697-818.000-BIKERACKS	0.00	2,000.00	-2,000.00
296-697-818.000-CHRISTMAS	0.00	5,000.00	-5,000.00
296-697-818.000-FACADE	0.00	2,000.00	-2,000.00
296-697-818.000-FLOWER PROGRAM			
296-697-818.000-BASKETS	0.00	4,800.00	-4,800.00
296-697-818.000-BED PLANTS	754.30	7,500.00	-6,745.70
296-697-818.000-IRRIGATION WORK	155.08		
296-697-818.000-MAINT. SUPPLIES	89.97		
296-697-818.000-SPONSOR MAILING	0.00	400.00	-400.00
296-697-818.000-SPONSOR PARTY	0.00	1,000.00	-1,000.00
296-697-818.000-WALK TOUR MAP	17.99	4,000.00	-3,982.01
296-697-818.000-WATERING	697.99	6,500.00	-5,802.01
Total 296-697-818.000-FLOWER PROGRAM	<u>1,715.33</u>	<u>24,200.00</u>	<u>-22,484.67</u>
Total 296-697-818.000 DES WK PLNS	2,255.33	33,200.00	-30,944.67
296-697-831.000 MAINTENANCE	27.76		
296-697-974.000-WAYFINDING	0.00	20,000.00	-20,000.00
Total DEP 697 DESIGN EXPENSES	<u>2,283.09</u>	<u>53,200.00</u>	<u>-50,916.91</u>
DEP 698 ER EXPENSES			
296-698-818.000 ER WK PLNS			
296-698-818.000-MKTSTUDY	3,000.00	15,000.00	-12,000.00
Total 296-698-818.000 ER WK PLNS	<u>3,000.00</u>	<u>15,000.00</u>	<u>-12,000.00</u>
Total DEP 698 ER EXPENSES	3,000.00	15,000.00	-12,000.00
DEP 901 - CAPITAL OUTLAY			
296-901-965.730 CAPITOL BOWL	0.00	10,000.00	-10,000.00
Total DEP 901 - CAPITAL OUTLAY	<u>0.00</u>	<u>10,000.00</u>	<u>-10,000.00</u>
DEP 966 TRANSFER OUT			
296-966-999.397 SIDEWALK FUND	0.00	75,400.00	-75,400.00
Total DEP 966 TRANSFER OUT	<u>0.00</u>	<u>75,400.00</u>	<u>-75,400.00</u>
Total Expense	<u>13,235.38</u>	<u>232,500.00</u>	<u>-219,264.62</u>
Net Ordinary Income	<u>21,151.61</u>	<u>-6,800.00</u>	<u>27,951.61</u>
Net Income	<u><u>21,151.61</u></u>	<u><u>-6,800.00</u></u>	<u><u>27,951.61</u></u>

Minutes of the **October 14, 2013**, regular meeting
of the **Owosso Historical Commission** held
at the Curwood Castle, 7:00 p.m.

Members Present: City Treasurer Ronald Tobey, Chairman Michael Erfourth, and members Kerry Baker, Joni Forster, Shaffer Fox, Elaine Greenway, Scott Newman, Lorraine Weckwert and Gary Wilson

Members Absent: (1 vacancy)

Guests Present: Mayor Ben Frederick, Councilperson Chris Eveleth

The meeting was called to order at 7:06 p.m. by Chairman Erfourth.

Newman moved agenda approval, supported by Greenway and carried.

Citizen Comments: Mayor Frederick thanked the Commission for the recent home tour, speaking generously about its success. He stated he had been in communication with Chairman Erfourth concerning a vision for increased opportunities for involvement with commission membership by limiting service time. He also announced his selection for the annual award for contributions to the community, The Citizen of the Year Award. Shaffer Fox is to be the 2013 recipient. He was congratulated and Fox responded with remarks of gratitude.

Erfourth opened the floor for nominations for Chair person for the next year. Greenway nominated Joni Forster, with second by Fox. There were no other nominations. Approved unanimously.

Nominations for Vice-chair were solicited by Erfourth. Baker nominated Greenway, supported by Newman. With no other nominations, members approved the nominee unanimously.

Erfourth provided comments regarding his tenure on the commission, his chairmanship, and the work of the commission over the past year. Wilson also commented regarding his involvement with the commission since 2005 as his term soon comes to a close.

Motion to accept and place on file minutes of September 9, 2013, was moved by Weckwert, seconded by Newman and accepted.

Motion to accept and place on file minutes of the September 11, 2013, special meeting was made by Greenway, seconded by Baker and approved.

The August and September Financial Reports were reviewed but not adopted due to lack of motion.

As members discussed the recent home, favorable comments were reported received from both restaurants and realtors, who experienced increased business activity. Home Tour Co-chair Weckwert recommended the Castle event was unnecessary, although successful. Fox recommended the website template and ticket booklet DVD be obtained from Tyson Rude for future maintenance and our records.

Erfourth and Weckwert were involved with interviews of potential director candidates today. Both reported the field narrowed to 3 or 4 candidates. If a consensus can not be made

within the present interview committee, second interviews will be conducted with a new interview panel. New chair Forster and member Wilson agreed to be available if needed for this task.

Greenway left at 8:15 p.m.

Baker presented a check from The Mitchell Foundation for \$500.00 to be used for perennials and shrubs at the Gould House gardens. Funds must be used for this purpose under the coordination of Baker and Forster. Members expressed appreciation for this grant and Tobey was requested to formally thank the Foundation.

The Gould House grounds will need to have arrangements for leaf raking this fall. Some members suggested they just be left. Baker mentioned she might do some raking.

Baker left at 8:21 p.m.

Forster reported communication requesting the Commission participate with a Christmas event at the Gould House and/or Historic Park. She suggested an open house at the Gould House as a one-time only activity. Weckwert suggested a toy makers shop in the Paymaster building, pioneer Christmas at the Cabin and Santa at the Castle. Some concerns were expressed for the time commitment and effort for this approach. No plans were finalized.

Forster left at 8:28 p.m.

Newman briefly outlined the necessity of a three pronged approach to our collection of fine art; security, preservation and climate control. He asked the topic to be placed on the November agenda to discuss further.

The effort to set a date for the Home Tour in 2014 resulted in a consensus that September 20 would be selected.

Meeting adjourned by motion at 8:40 p.m. by Newman, supported by Weckwert.

Respectfully submitted,
Ronald J. Tobey
Secretary/Treasurer