

CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, NOVEMBER 18, 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 NOVEMBER 4, 2013:

APPROVAL OF THE MINUTES OF ORGANIZATIONAL MEETING OF NOVEMBER 12, 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

1. Safe Center Presentation. A presentation by Rhoda Hacker regarding the mission of the Safe Center.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

1. Conduct First Reading and Set Public Hearing – Begging Ordinance. Conduct First Reading and Set a Public Hearing for Monday, December 2, 2013 to gather citizen comment on the proposed repeal of Chapter 19, Offenses, Article I, Section 19-3, *Begging*, of the Code of Ordinances of the City of Owosso to comply with the recent U.S. Court of Appeals ruling declaring begging a form of speech protected by the First Amendment.

2. Boards and Commissions Appointments. Consider the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Amber Fuller*	Board of Review	12-31-2018
Sally Sue Gale*	Board of Review	12-31-2018
David Bandkau	Planning Commission (Council representative)	11-13-2017
Sue Ludington	Historical Commission (effective 01-01-2013)	12-31-2016

* indicates a reappointment

3. Service Agreement – BidNet. Authorize service agreement with International Data Base Corp., d/b/a Interactive Procurement Technologies by BidNet for web-based solicitation and bidding services with an initial term of 36 months.
4. Bid Award – Ambulance Supplies. Waive competitive bidding requirements and authorize contract with the holder of the State contract for ambulance supplies, J&B Medical Supply Co., Inc. for the 2013-14 fiscal year in an amount not to exceed \$15,000.00.
5. Change Order No. 1 – Gould Street Bridge Engineering Services Contract. Authorize Change Order No. 1 to the contract with Fishbeck, Thompson, Carr & Huber, Inc. for engineering services for the repair of the Gould Street Bridge, increasing the contract in the amount of \$3,100.00 for additional repairs beyond the original contractual scope of services.
6. Change Order No. 2 – 2013 Street Paving Program. Authorize Change Order No. 2 – Final to the contract with Michigan Paving and Materials Company decreasing the amount by \$8,025.06 to account for the use of less material than originally estimated.
7. Progress Payment – 2013 Street Paving Program. Authorize Progress Payment No. 1 – Final to Michigan Paving and Materials Company for work completed on the 2013 Street Paving Program, as amended by Change Orders No. 1 & 2 in the amount of \$230,188.30.
8. Change Order No. 1 – 2013 Slurry Seal & Double Chip Seal Program. Authorize Change Order No. 1-Final to the contract with Highway Maintenance and Construction Company for the 2013 Slurry Seal & Double Chip Seal Program decreasing the contract amount by \$2,051.58 because less material was needed to complete the program than originally estimated.
9. Progress Payment – 2013 Slurry Seal & Double Chip Seal Program. Authorize Progress Payment No. 1-Final to Highway Maintenance and Construction Company for work completed on the 2013 Slurry Seal & Double Chip Seal Program contract, as amended by Change Order No. 1-Final, in the amount of \$178,108.46.
10. Warrant No. 473. Authorize Warrant No. 473 as follows:

Vendor	Description	Fund	Amount
Logicalis, Inc	Network engineering support- October 2013	General	\$ 7,616.00
State of Michigan	Annual MDEQ fee for public water supplies	Water	\$ 5,358.66
McNaughton-McKay Electric Company	Emergency busway replacement at the Waste Water Treatment Plant	WWTP	\$24,000.00
Halligan Electric, Inc.	Emergency installation of an electrical busway at the Waste Water Treatment Plant	WWTP	\$ 6,840.00
Brown & Stewart, PC	Professional services- October 15, 2013 – November 18, 2013	General	\$ 9,929.50

11. Check Register –October 2013. Affirm check disbursements totaling \$800,156.80 for the month of October 2013.

ITEMS OF BUSINESS

1. SAW Grant Application – Sanitary Sewer Collection System. Consider authorizing application for a Stormwater, Asset Management, and Wastewater Grant through the Michigan Department of Environmental Quality for the development of an asset management program for the sanitary sewer collection system, accepting the terms of the grant should one be awarded, and further authorizing City Manager Donald Crawford as the City's authorized representative.
2. SAW Grant Application – Mid-County Waste Water Treatment Plant. Consider authorizing application for a Stormwater, Asset Management, and Wastewater Grant through the Michigan Department of Environmental Quality for the development of an asset management program for the Mid-County Waste Water Treatment Plant, accepting the terms of the grant should one be awarded, and further authorizing City Manager Donald Crawford as the City's authorized representative.

COMMUNICATIONS

1. Gary M. Burk, Utilities Director. Emergency purchase report.
2. Charles P. Rau, Building Official. October 2013 Building Department Report.
3. Charles P. Rau, Building Official. October 2013 Code Violations Report.
4. Kevin D. Lenkart, Public Safety Director. October 2013 Police Report.
5. Kevin D. Lenkart, Public Safety Director. October 2013 Fire Report.
6. Parks & Recreation Commission. Minutes of October 28, 2013.
7. Planning Commission. Minutes of October 28, 2013.
8. Brownfield Redevelopment Authority. Minutes of November 7, 2013.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, December 2, 2013

BOARDS AND COMMISSIONS OPENINGS

Planning Commission, term expires 06-30-2016

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

NOVEMBER 4, 2013

7:30 P.M.

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: PASTOR KENNETH HERBRUCK
OWOSSO ASSEMBLY OF GOD

PLEDGE OF ALLEGIANCE: LEAD BY OUTGOING COUNCIL MEMBERS

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

Mayor Frederick asked council to consent to remove item 5 from consent agenda, which is the dog and cat ordinance, there has been some interest expressed at the commission level and would like to have additional time for conversations to take place prior to making a decision. Mayor Frederick also asked to add the purchase of a library boiler as new item 5 under Items of Business.

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

Delete – Items of Business

5. Dog & Cat Ordinance. Consider 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.

Add – Items of Business

5. 2013 Shiawassee District Library Steam Boiler Replacement.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 21, 2013

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of October 21, 2013 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

SRI PRESENTATION

David Shorter introduced Arnie Frobman, President of the Board of Directors for the Steam Railroading Institute (SRI). The SRI is a nonprofit educational organization headquartered in Owosso, MI. Frobman talked about the history of the railroad system here in Michigan and the restoration of steam engine 1225, costing approximately \$750,000 to overhaul. He said the organization will resume offering steam powered trips starting the day after Thanksgiving of this year as part of the North Pole express out of Owosso. Owosso will be the only place in North America where people can come and see a 220-ton steam locomotive as well as take a ride in the winter. He went on to talk about Train Expo 2014: Locomotive, Wings and Wheels. This event will be similar, but slightly larger event than was held in 2009, that attracted 32,000 people to Owosso. Their goal is to have 12 steam locomotives and other

historic trains brought into Owosso from other museums and institutions and to offer short one hour trips, half day trips, and dinner trains. Further attractions will include the addition of an exposition of 1940's era vintage aircraft to be held at the Owosso Airport. Special airshow events will offer inspections of the old airplanes and short rides for a few select people. They are also planning an exposition of approximately 100 vintage cars with judging in various categories to be held on the west side of town. An auto race will be promoted and will take place during the Expo weekend at the Owosso Speedway west of town. Events will happen simultaneously at the SRI, the Owosso Airport and the Owosso Speedway and will give people a better view of Owosso as a whole town rather than just one section. These events will take place June 12-14, 2014.

Council Discussion:

Councilperson Cook asked for clarification of the dates for the Expo. Mr. Frobum gave the corrected date of June 20-22, 2014. Mr. Frobum also took the opportunity to introduce Chief Mechanical Officer Kevin Myer who, along with a crew of volunteers, has helped to restore and reassemble the 1225, as well as fellow board member Paul Cook.

Mayor Frederick expressed thanks to Mr. Myer and all of the other volunteers for the thousands of hours that they have put forth.

Mayor Pro-tem Popovitch asked for clarification about maiden voyage date. Mr. Frobum did not have an exact date yet because the restoration has taken longer than expected. There will be a re-announcement of the new date for the maiden voyage in the future so that people will be able to plan accordingly.

Mayor Frederick said the 1225 is largest feature we have to bring prestige to Owosso both nationally and internationally. He wished the SRI every success as they continue to promote this to the world and he said he celebrated the strides the SRI has made over the last few years in this journey.

HONORS FOR OUTGOING COUNCIL MEMBERS

THOMAS B. COOK

Mayor Frederick read the following proclamation from the Mayor's office for Thomas Cook acknowledging his service to the City of Owosso:

A PROCLAMATION OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN RECOGNIZING

THOMAS B. COOK

- WHEREAS, Thomas B. Cook was elected to a four-year term on the City Council in November 2009; and
- WHEREAS, Tom has faithfully discharged the duties of the offices of Councilman during his four years of service to the City by regularly attending meetings, serving on various boards and commissions and representing the City at official and community events; and
- WHEREAS, Tom has lent his wide-ranging expertise as a trained planner, the administrator of a charitable trust, and an environmental advocate through his participation on the Mid-County Waste Water Treatment Plant Board, the City of Owosso Employees' Retirement System Board of Trustees, the Friends of the Shiawassee River, the Brownfield Redevelopment Authority, and, prior to his service on the city council, the Blue Ribbon Committee; and

WHEREAS, Tom has paid particular attention to the long-term mission of the City. He has ensured that clear goals were established, articulated, and adhered to. He has also been a champion of collaboration and cooperation, offering to bridge the gap whenever he can to ensure the highest and best outcome of city business. In all of his work in various capacities, he has always sought improvements through positive engagement and never divisiveness. His steady presence and thoughtful contributions will truly be missed; and

WHEREAS, it is fitting that this record of dedicated community service devoted to the interests of the citizens of Owosso, and the greater Owosso community, be officially recognized.

NOW, THEREFORE, I, Mayor Benjamin R. Frederick, on behalf of my fellow Council members and the residents of Owosso, do hereby acknowledge Thomas B. Cook for his years of service to Owosso and thank him for contributing his time and energy to improving the community.

Tom shared it has been an honor to be on the council with the mayor and other council members. He also thanked City Manager Crawford and City staff for all their hard work and dedication to the City.

MICHAEL J. ERFOURTH

Mayor Frederick read aloud the following proclamation from the Mayor's office for Michael Erfourth acknowledging his service to the City of Owosso.

A PROCLAMATION OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN RECOGNIZING

MICHAEL J. ERFOURTH

WHEREAS, Michael J. Erfourth was elected to a four-year term on the City Council November 2009; and

WHEREAS, Mike has faithfully discharged the duties of the offices of Councilman during his four years of service to the City by regularly attending meetings, serving on various boards and commissions and representing the City at official and community events; and

WHEREAS, Mike has never been afraid to get involved, identify priorities, and then tackle them. Mike asks the tough questions and is willing to put in the time and personal effort required. This has been evidenced by his participation in the Helping Hands neighborhood improvement program and service on an ad hoc effort to form a coherent policy approach on medical marijuana. He also stepped forward to reshape the Historical Commission, bringing clarity to its mission and leading the group in bringing back the famous Home Tour; and

WHEREAS, Mike's financial background has been invaluable in his service to the City. In addition to his work on the City Council, Mike lent his financial knowledge to the Westtown Corridor Improvement Authority and the City of Owosso Employees' Retirement System Board of Trustees; and

WHEREAS, it is fitting that this record of dedicated community service devoted to the interests of the citizens of Owosso be officially recognized.

NOW, THEREFORE, I, Mayor Benjamin R. Frederick, on behalf of my fellow Council members and the residents of Owosso, do hereby acknowledge Michael J. Erfourth for his years of service to Owosso and thank him for contributing his time and energy to improving the community.

Mike said thank you and that it has been a pleasure to serve taxpayers and residents and to work with City employees.

CINDY S. POPOVITCH

Mayor Frederick read aloud the following proclamation from the Mayor's office for Pro-Tem Cindy Popovitch acknowledging her service to the City of Owosso.

A PROCLAMATION OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN RECOGNIZING

CINDY S. POPOVITCH

- WHEREAS, Cindy S. Popovitch was elected to a four-year term on the City Council in November 2009; and
- WHEREAS Cindy was twice elected by her peers to serve as the City's Mayor Pro-Tempore, serving in this capacity during her entire tenure; and
- WHEREAS, Cindy has faithfully discharged the duties of the offices of Councilwoman during her four years of service to the City by regularly attending meetings, serving on various boards and commissions and representing the City at official and community events; and
- WHEREAS, Cindy has a servant's heart, seeking to improve the circumstances of everyone she comes in contact with through diligent, intelligent, and thoughtful effort. This has led to work on neighborhood initiatives and park improvements during her tenure, including a lead role in the successful Bentley Park Playscape initiative; and
- WHEREAS, Cindy's passion for service led her to volunteer her time to City efforts long before her City Council tenure, in particular through her participation in the Blue Ribbon Committee. She continued her service in this vein through her terms on the Planning Commission, seeing the goals first articulated by the Blue Ribbon Commission take shape in the development of the City's first official Master Plan in over 50 years; and
- WHEREAS, it is fitting that this record of dedicated community service devoted to the interests of the citizens of Owosso, and the greater Owosso community, be officially recognized.

NOW, THEREFORE, I, Mayor Benjamin R. Frederick, on behalf of my fellow Council members and the residents of Owosso, do hereby acknowledge Cindy S. Popovitch for her years of service to Owosso and thank her for contributing her time and energy to improving the community.

Cindy thanked citizens and her fellow council members and expressed appreciation for the City staff, specifically Adam Zettel, whom she said she will miss greatly. Mayor Pro-Tem Popovitch then introduced her children and stated they are the reason she is not seeking reelection at this time but plans to stay actively involved in other ways in the background.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Mike Cline, 621 Wright Avenue, raised questions regarding the Vandekarr Road project stating the city owns the house now. He wanted to know who is living in the house and if they are paying rent. He went on to ask who is paying the utilities and who is taking care of the lawn.

Eddie Urban, 601 Glenwood, wanted to know what T.V.C. is and if it is like Charter or a different company? He asked if Charter would be gone if it is a different company. He stated he would like them to do advertising in the Independent paper which reaches out into Shiawassee County.

Phil Hathaway, 736 Elmwood, said he would like to add his name to thank the three outgoing council members personally and thank them for the civility they brought to the council. A lot of good morale came out of this city and Phil believes the three outgoing council members had a lot to do with that.

John Greenway, 115 Curwood Castle Drive, commended the outgoing council members and said he hopes to do as good a job if he is elected. He raised questions about the Public Safety Radio system and wanted to know why it took so long to pay the \$9,800.00 bill when Perry had long paid their bill.

Council comments:

Mayor Frederick addressed Mr. Greenway's concerns about the 911 policy stating legal research showed this was something the city would have to be involved with but there was a back and forth dialogue with the attorney with the County and with the city attorney and that took longer than Perry's process. Additionally, form changes were made as a result of the discussions, further adding to the timeline.

Councilperson Bailey addressed the outgoing council members to thank them for their hard work and diligence. She went on to complement Gary Burk for his work on the hazardous waste event, saying it was very successful with two semi loads of waste gathered. Gary and a few other volunteers worked in the rain that day to complete this job.

Councilperson Eveleth extended his personal thanks to the outgoing council members stating this was a remarkable period of stability. He said the Council had gone through four and a half years of working together without a single resignation, they worked through disagreements with professionalism and civility, and he appreciates the service they put forth.

Councilperson Fox stated he served with Cindy for 3 years on the Planning Commission. He has worked through difficulties on the committees but appreciates that everyone worked well together and were there to support the decision once made. He expressed appreciation for all members of council and their hard work for the city. He said he was interested in the SRI presentation and would like Council to make it a point between now and June 20th to give them all the support the SRI needs. He asked the Council to come up with programs because Owosso will have a great opportunity with a massive number of people visiting to put Owosso boldly on the map. He also thanked the SRI for their involvement in this process.

Mayor Frederick gave a verbal thank you to council members during his recent illness two weeks ago. He noted that Councilperson Bailey represented the City of Owosso during the jobs announcement with Midwest Bus in which Governor Snyder was present, Councilperson Eveleth filled in for him during his office hours, and Mayor Pro-Tem Popovitch chaired the Council meeting.

CITY MANAGER REPORT

City Manager Crawford noted the following in his Project Status Report: In response to the inquiry about the Vandekarr Road property he said he hopes no one is living in it. The seller had to replace the septic system because it did not work. Another reason they are asking to have this property annexed to the city was because when the property was purchased the idea was to develop a plan for the property within a year and administration is moving in that general direction. He said right now, the property is outside the city limits and any approvals must be through Caledonia Township and the City cannot take the action on its own. He went on to note that the Library boiler stopped working. The City worked rapidly to get temporary heat in the library. Staff worked hard to get requests for proposal out to contractors for bid. He said insurance will cover most of the costs associated with purchasing a new boiler. Three new copiers were purchased rather than leasing. Howard Street has water problems after it rains due many complicating factors including the State Highway Drainage System. A study is underway to determine

what the drainage issue is and the best way to resolve it. Standardization of bid documents has been done as well as revision of memorandums.

Façade work is coming along well and will bring a great improvement to the downtown area. The auditors will be coming this week and should complete the ground work for the audit in about four weeks. The new street sweeper has arrived and the DPW is currently working to get minor bugs out. One hundred trees have been planted in various locations throughout the city with special emphasis in Green Meadows Park (Harmon Patridge) and Bentley Park to replace trees. A new museum director has been employed for the Historical Commission, and an assessment of the wastewater treatment plan will take place between now and the end of December.

Council Comments:

Councilperson Fox asked who was hired for museum director position. City Manager Crawford replied Mitchell Speers, a former docent at the Castle had been hired for the position.

Mayor Pro-Tem Popovitch apologized for being late, saying the battery in her van had died.

CONSENT AGENDA

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

Glow Parade & 5k Run Permission. Consider granting the request from Owosso Main Street for the closing of the following streets at the listed times on Saturday, November 29, 2013 for the Glow Parade and 5K Run, waiving the insurance requirement, and authorizing Traffic Control Order No. 1303 formalizing the action:

Exchange Street from Water to Dewey	5:30 p.m. – 7:00 p.m.
Oliver Street from Washington to Dewey	6:30 p.m. – 7:30 p.m.
Washington Street from Oliver to Comstock	6:30 p.m. – 7:30 p.m.

Professional Services Agreement – Employee Benefit Management Consulting Services. Authorize professional services agreement with Gallagher Benefit Services, Inc. for employee benefit management consulting services in an amount not to exceed \$50,000.00 per year.

RESOLUTION NO. 121-2013

RESOLUTION AUTHORIZING AN AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC. FOR EMPLOYEE BENEFIT MANAGEMENT CONSULTING SERVICES

WHEREAS, the City of Owosso, Shiawassee County, Michigan, provides employees with employee benefits including medical, dental, eye, short-term disability, long-term disability and life insurance; and

WHEREAS, the City of Owosso sought and received proposals for employee benefit consulting services; reviewed and analyzed the proposals and has determined that Gallagher Benefit Services, Inc. is qualified to provide such employee benefit consulting services; and

WHEREAS, this is a budgeted item from various funds and accounts within those funds;

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 obtain employee benefit consulting services including medical, dental, eye, short-term disability, long-term disability and life insurance for an annual cost to the City of Owosso of \$50,000.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Gallagher Benefits Services, Inc. up to the amount of \$50,000 a year.

THIRD: The above expenses shall be paid from various funds and accounts.

Bid Award – New Police Vehicles. Waive competitive bidding requirements and authorize a contract with Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso for the purchase of two 2014 Ford Interceptor police sedans in the amount of \$53,806.00.

RESOLUTION NO. 122-2013

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR PURCHASE OF POLICE VEHICLES WITH SIGNATURE AUTO GROUP OF OWOSSO

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of police vehicles; and

WHEREAS, the City of Owosso desires to purchase two new police vehicles and a bid was received from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso, holder of the contract for police vehicles with Macomb County; and it is hereby determined that Signature Auto Group of Owosso is qualified to provide such vehicles and that it has submitted the responsible and responsive bid; and

WHEREAS, the City of Owosso may waive competitive bidding requirements when purchasing equipment in coordination with another municipality.

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 two 2014 Ford Interceptor Police Vehicles from Signature Auto Group of Owosso, utilizing the Macomb County contract, for a cost to the City of Owosso of \$53,806.00

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Signature Auto Group, Inc. in the amount of \$53,806.00.

THIRD: Authorize payment to Signature Auto Group in the amount of \$53,806.00 upon delivery of the police vehicles.

FOURTH: The above expenses shall be paid from the Police Division Capital Outlay fund 101-300-978.000.

Grant Amendment – Downtown Façade Program. Approve amendment to the grant contract with the State of Michigan for the downtown Façade Program increasing the amount the City is responsible for by \$1,581.00 due to changes in the financial status of the project, including the pull out of one of the participants in the program.

RESOLUTION NO. 123-2013

A RESOLUTION TO APPROVE A CHANGE ORDER FOR THE 2013 OWOSSO FAÇADE PROJECT

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

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

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

110 E. Exchange St.
111 E. Main St.
112 S. Washington St. (The city holds title to half of the northern wall)
112 W. Exchange St.
117-119 N. Washington St.
207 N. Washington St.

WHEREAS, bids have been received for the entire project and an award was made to First Contracting Inc.; and

WHEREAS, the owner of 207 N. Washington Street dropped out of the program and the MEDC amended the budget for all projects accordingly; and

WHEREAS, the original total project cost of the project was projected to be \$360,500, with \$270,375 from the MEDC, \$83,853 from private property owners, and \$6,397 from the City of Owosso; and

WHEREAS, the amended total project cost of the project is \$340,945, with \$249,000 supplied by the MEDC, \$84,261 from private property owners, and \$7,578 to be provided by the City of Owosso (towards 112 S. Washington party wall); and

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 allocate funding to the project in the amount of \$7,578, plus an additional \$400 to cover incidentals related to document registration, inspections, and miscellaneous professional services related directly to the façade program and the city portion of 112 S. Washington Street, such funds to be paid out of the city's CDBG fund.

SECOND: The same council hereby authorizes staff to continue to administer the projects to completion and permits city staff to make such payments and payment requests as necessary to satisfy the contractor, property owners, professional service providers, and the State of Michigan in accordance with the approved grant agreement and applicable contracts.

Change Order No. 1 – 2013 Sidewalk Replacement Program. Approve Change Order No. 1-Final adding to the 2013 Sidewalk Replacement Program contract with Seifert Masonary, Inc. for the removal and replacement of additional sections of bad sidewalk not included in the original proposal, in the amount of \$7,163.11.

RESOLUTION NO. 124-2013

AUTHORIZING CHANGE ORDER #1-FINAL TO THE CONTRACT WITH SEIFERT MASONARY, INC.

FOR THE 2013 SIDEWALK REPLACEMENT PROGRAM

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Seifert Masonary, Inc. on August 5, 2013 for the 2013 Sidewalk Replacement Program; and

WHEREAS, additional sections of deteriorated sidewalk were discovered after approval of the original contract and additional labor and materials were required to repair these sections of sidewalk, and to correct a hazardous low spot in sidewalk at the Shellmart on Main 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 Seifert Masonary, 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 B, Amendment to the Contract for services between the City of Owosso and Seifert Masonary, Inc. adding \$7,163.11 to the contract.

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

Progress Payment – 2013 Sidewalk Replacement Program. Authorize Progress Payment No. 3 – Final to Seifert Masonary, Inc. for work completed on the 2013 Sidewalk Replacement Program, as amended by Change Order No. 1, in the amount of \$8,638.38 (this amount includes a \$500 retainer which will be paid in the spring pending determination by City staff that no further lawn restoration is necessary).

RESOLUTION NO. 125-2013

AUTHORIZING PAYMENT TO SEIFERT MASONARY, INC. FOR WORK COMPLETED ON THE 2013 SIDEWALK REPLACEMENT PROGRAM AS AMENDED BY CHANGE ORDER #1-FINAL

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Seifert Masonary, Inc. on August 5, 2013 for the 2013 Sidewalk Replacement Program; and

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

WHEREAS, the City project manager recommends Pay Estimate #3-Final in the amount of \$8,138.38 for work completed through October 15, 2013, with said unit quantities and amounts agreed to by Seifert Masonary, 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 Seifert Masonary, Inc. for work completed on the 2013 Sidewalk Replacement Program as amended by Change Order #1-Final.

SECOND: The Accounts Payable Department is authorized to submit payment to Seifert Masonary, Inc. in the amount of \$8,638.38 as detailed on attached Payment Estimate #3-Final.

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

Warrant No. 472. Authorize Warrant No. 472 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' Compensation Insurance 2 nd installment FY 2013-2014	General	\$26,698.00
Key Government Finance Inc.	Annual phone system payment 2 nd installment	General	\$26,248.57
Owosso Charter Township	Owosso Charter Township Water Sales Payment – Revised July 1, 2013 – September 30, 2013	Water	\$9,726.51

Motion supported by Councilperson Eveleth.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

CABLE FRANCHISE AGREEMENT – T.V.C., INCORPORATED

Consider a Uniform Cable Franchise Agreement with T.V.C., Incorporated d/b/a T.V.C. Cable with a 3% franchise fee and a 0% PEG fee for a period of 10 years to provide cable service throughout the City limits.

City Manager Crawford explained this is the Lennon Telephone Company who has formed a new company and will be using the Daystar lines. He said citizens should not get too excited though because they will not be able to serve everyone in town because of where Daystar has current lines they will be able to connect people along those lines; however, they only cover a small area. This agreement uses the standardized Uniform Cable Franchise as the state law establishes what we have. The City already has one with Charter and this one has to basically be identical to the one Charter has.

Council Discussion:

Councilperson Fox stated that according to the Argus Press, T.V.C. will be using the fiber cable, which covers a pretty large area of the city according to the Argus. He asked if T.V.C. be more competitive against Frontier and Charter? City Manager Crawford stated he could not really answer that question but assumes that T.V.C. is in the business of making money.

Motion by Councilperson Eveleth to approve the Cable Franchise Agreement with T.V.C., Incorporated.

RESOLUTION NO. 126-2013

ESTABLISHMENT OF UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH T.V.C., INCORPORATED

WHEREAS, Public Act 480 of 2006 (the "Act") requires video service providers to obtain a franchise from a municipality by means of a Uniform Video Service Local Franchise Agreement ("Uniform Franchise"); and

WHEREAS, on October 21, 2013, the clerk of the City of Owosso received a proposed Uniform Video Service Local Franchise Agreement ("Agreement") from T.V.C., Incorporated; and

WHEREAS, the City of Owosso Council required as a part of its existing franchise agreement with Charter Communications that the provision of two public, educational, and governmental channels currently provided would continue to be provided at no cost to the City of Owosso; and

WHEREAS, the same requirement will be asked of T.V.C., Incorporated; and

WHEREAS, the Owosso City Council wishes to establish video service provider franchise fees and to designate the city officials to sign the Agreement.

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

- FIRST: that a fee of 3% (three percent) of gross revenues from the video service provider is hereby established as the annual video service provider franchise fee.
- SECOND: that a fee of 0% (zero percent) of the gross revenues from the video service provider is hereby established as the fee to support public educational and governmental channels.
- THIRD that the video service provider shall provide not less than two public, educational and governmental channels at no charge to the City of Owosso.
- FOURTH: the mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Uniform Video Service Local Franchise Agreement with T.V.C., Incorporated.
- FIFTH: that this Resolution and the execution of the Agreement in no way shall be considered a waiver of any rights the City of Owosso may have under the United States Constitution, federal law, the Michigan Constitution, Michigan law, the Act and particularly if the Act is amended or is found unlawful in whole or in part.

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

ANNEXATION – 1155 VANDEKARR ROAD

Consider approval of a resolution authorizing the annexation of the property located at 1155 Vandekarr Road, Owosso, Michigan.

City Manager Crawford said this process is necessary so that the property is under city control for several reasons: 1) so that the process happens now before anyone resides on the property; 2) so the City can retain the planning aspects of the property; 3) additional square footage within the City would increase eligibility for grants.

Council Discussion:

Councilperson Erfourth asked if there are any restrictions if we annex this property such as selling it? City Attorney Brown stated there are no restrictions other than that under the City Charter.

Councilperson Fox asked how long will it be after this is annexed before there will be a proposal brought to Council of possible uses of this property. City Manager Crawford shared there has been a lot of work done on the property to date, especially when dealing with the eastern part of the property which adjoins the industrial park. Working with the SEDP there have been various concept being looked at there and he hopes to have recommendations brought forth to Council within the next few months. Problems involve the drainage system that was not developed correctly that need to be dealt with first as well as access issues. City staff are working on it and we will see proposals come forward.

Councilperson Erfourth asked for clarification of access issues and if they are related to an easement or other legal instrument. City Manager Crawford stated he does not believe there are any real access issues as far as being able to get there because the city adjoins the property. The problem is with the terrain.

Motion by Councilperson Cook to annex the property known as 1155 Vandekarr Road.

RESOLUTION NO.127- 2013

A RESOLUTION TO ANNEX CERTAIN REAL PROPERTY COMMONLY KNOWN AS 1155 VANDEKARR ROAD

WHEREAS, the City of Owosso owns the real property located at 1155 Vandekarr Road, Owosso, Michigan and described below; and

WHEREAS, the real property described below is vacant, by virtue of the buildings being vacated upon acquisition and not put to use, and is without any one residing thereon; and

WHEREAS, the real property described below is adjacent to the City of Owosso.

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

FIRST: The annexation of the following described property is hereby approved: *A parcel of land in Section 30, Township 7 North, Range 3 East, described as commencing 29 rods 1 foot 1 inch South of Northwest corner, East 150 rods, South 48 rods 1 inch, West 150 rods North to beginning, Except North 10 feet and Except commencing 77 rods 1 foot 2 inches South of Northwest corner of section, East to center of Ang Rd, Northwesterly to West section line South to beginning and Except commencing 489.58 feet South of Northwest corner of section, South 94.20 feet, South 36 degrees 55 minutes East, 339.8 feet, North 53 degrees 5 minutes East, 625.8 feet; South 89 degrees 10 minutes West, 705.4 feet to beginning, Caledonia Township, Shiawassee County, Michigan.*

EXCEPT lands conveyed to Shiawassee County Road Commission for highway purposes.

SECOND: This annexation shall be effective immediately.

THIRD: The city clerk shall file certified copies of this resolution with the State Boundary Commission, the Shiawassee County Clerk, the Michigan Secretary of State and a courtesy copy to Caledonia Charter Township.

Motion Supported by Mayor Pro-tem Popovitch.

Roll Call Vote.

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

NAYS: None.

911 PUBLIC SAFETY RADIO SYSTEM AND COST PARTICIPATION POLICY

Consider approval of the 911 Public Safety Radio System and Cost Participation Policy and further approve payment of \$9,800.00 to Shiawassee County Central Dispatch per the terms of the policy.

Councilperson Erfourth asked about City representation on the board and if the City has actual representation or if it is just de facto. Mayor Frederick stated the board structure remains the same so there is City representation from somewhere in the county. Councilperson Erfourth reiterated he is still not comfortable with that aspect of the agreement. Councilperson Bailey asked what would happen if we say no. Mayor Frederick stated the radios would go away and that it has been vetted by our legal team exhaustively. Councilperson Fox stated he is not comfortable with the lack of representation but would not let that stand in the way right now, but is something we could handle later on and also feels that as the largest city we should have a little more input on the 911 than what we have.

Motion by Councilperson Eveleth for approval of the policy participation and payment.

RESOLUTION NO. 128-2013

**RESOLUTION AUTHORIZING THE APPROVAL OF
SHIAWASSEE COUNTY 911 PUBLIC SAFETY RADIO SYSTEM
AND COST PARTICIPATION POLICY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department uses the Shiawassee County Public Safety Radio System; and

WHEREAS, the City of Owosso Public Safety Department received a 911 Cost Participation Policy from Shiawassee County Central Dispatch in June 2013; and

WHEREAS, the City of Owosso and Shiawassee County have agreed to an addendum to the original policy.

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 agreed to sign the 911 Cost Participation Policy and the addendum to the policy.

SECOND: The Mayor and city clerk are instructed and authorized to sign the documents substantially in the forms attached.

THIRD: Authorize payment to Shiawassee County Central Dispatch in the amount of \$9,800.00 for fiscal year 2013-2014 per the terms of the agreement.

FOURTH: The above expenses shall be paid from 101-300-818.000.

Motion supported by Mayor Pro-Tem Popovitch.

Roll Call Vote.

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

NAYS: Councilpersons Erfourth and Bailey.

GENERAL FUND BUDGET AMENDMENT

Consider resolution amending the 2013-2014 budget incorporating adjustments made since its adoption in May 2013.

City Manager Crawford shared six or seven items the budget amendment covers and why they are necessary. 1) Bentley Park, the project wasn't completed in the last fiscal year so there is a carry over of items. We need to show the revenues coming in and the expenditure going out. Some of that is deferred donations that came in after the budget was prepared. 2) Public safety – the school district has a grant for the school liaison officers so that shows income coming and expenditures under contractual services. 3) Public safety – microphone fees for 911 we just spoke about which show money going out. 4) Money going out for retirement contributions will be different. 5) Library boiler replacement. 6) Purchase of copiers. 7) City is a member of Michigan Municipal Risk Management Authority and the city received a \$108,725.00 rebate.

Council Discussion:

Councilperson Erfourth asked about the Bentley Park project and the splash pad if there are still some fees that need to be paid to the county and/or state; do we know if those have all been paid at this time? City Manager Crawford stated he did not think they had been paid. Councilperson Erfourth asked if there is any way we can use the surplus to pay for these at this point. Assistant City Manager Zettel stated Mr. Sedlak intends to take that out of general operating budget in the spring when those inspections will occur. City Manager Crawford asked if that is simply for the DEQ inspections. Assistant City Manager Zettel stated yes, the county fee is nominal and the state fee is over \$600.00.

Councilperson Cook made a comment to existing and future council members to please continue to pay attention to pension payments because they are challenging and will continue to be but the basic reality of it is that with the declining number of employees contributing to that plan and an increasing number of retirees means that it will continue to be a financial challenge to the City. He noted that he knows the Mayor will be quick to provide replacements to that board but it can be complex and needs Council attention in the future rather than just deferring to staff.

Motion by Councilperson Fox to approve the general fund budget amendment.

RESOLUTION 129-2013

RESOLUTION AMENDING 2013-14 BUDGET

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter and the Uniform Budgeting and Accounting Act, the City Council adopted on May 20, 2013 a budget for the fiscal year beginning on July 1, 2013; and

WHEREAS, the operating budget for fiscal year 2013-14 was adopted at the fund level, authorizing administrators managerial control of line items at department level by budget classification; and

WHEREAS, there have been seven material events affecting line items since the time of adoption which are memorialized in the document attached, highlighted by line item and detailed as follows:

Parks (756) – the Bentley Park project was delayed to this fiscal year with a budget of \$104,450 and offsetting revenues of \$29,450 in grant funds, \$12,250 in deferred donations and the balance from operating revenues

Public Safety (300) - school liaison officers' contract with Owosso Public Schools to provide two officers has neutral impact with increased revenues offsetting increased contractual service expenditures of \$46,200, except for additional costs to equip the officers

Public Safety (300/335) - microphone fees are an additional expenditure of \$9,800 payable to Shiawassee County with Council passage of the related agreement

Various Departments – employer retirement contributions adjusted based on subsequent actions taken by the Employees Retirement Board

Building and Grounds (265) – an additional expenditure estimated at \$30,000 for unexpected failure of steam boiler plant at the Library Information Technology (258) – increase of \$11,200 for purchase of copiers rather than lease

Revenues (000) – dividend distribution of \$108,725 from self-insured property and liability pool (Michigan Municipal Risk Management Authority)

WHEREAS, the collective effect of the events impacts the General Fund budget at the fund level;

NOW THEREFORE, BE IT RESOLVED, that the City Council has received the 2013-14 amended budget document attached hereto and made part hereof reflecting a balanced budget in total of \$6,721,250 and authorizes the City Clerk to include in the official minutes.

Motion supported by Councilperson Erfourth.

Roll Call Vote.

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

NAYS: None.

DOG & CAT ORDINANCE (Removed from the agenda.)

2013 SHIAWASSEE DISTRICT LIBRARY STEAM BOILER REPLACEMENT (Added to the agenda.)

At this time, administration recommends the city should award the contract to the lowest bidder, Wm. Floyd Heating, Cooling and Plumbing for no more than \$24,455.00.

City Manager Crawford said the boiler problem caused staff to rush to get this out for bid. Maintenance contractors told us they would do it for \$31,000.00 as an emergency item to which he said no. A temporary heating system has been placed in the library to give the City more time. City Manager Crawford recommended accepting the low bid from Wm. Floyd Heating Co. for \$24,455.00.

Council Discussion:

Mayor Pro-Tem Popovitch asked what the life expectancy of a boiler is. City Manager Crawford stated this is a steam boiler and can normally expect about 30 years. Mayor Pro-tem Popovitch asked how long we got out of the last one. City Manager Crawford replied 10 years. Mayor Pro-Tem Popovitch asked if there is a warranty. City Manager Crawford replied that is another issue to be addressed.

Councilperson Erfourth wanted to know if any local contractor bid on this. City Manager Crawford stated no and that the City received information from Maurer who said he could not do it. Several bids from contractors outside the City were received. Wm. Floyd Heating Co. is out of Grand Blanc. Johnson Controls is out of Saginaw, and Johnson & Wood is out of Burton.

Councilperson Fox asked if we received anything from McLaren or from Lamphere. City Manager Crawford replied no, it was his thought that part of the lack of local bidders is that steam boilers require a special license they may not have.

Mayor Pro-Tem Popovitch stated it may be obvious but is a steam boiler our only option because of the current system, are there any other options? City Manager Crawford answered we looked at alternatives in the form of a hot water boiler system and the bid we got for that was over \$200,000.00. The other option is converting to a forced air system like City Hall has but would take 8-10 months to accomplish and it would be just as expensive.

Motion by Councilperson Eveleth to approve the purchase of the library boiler.

RESOLUTION 130-2013

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE PURCHASE OF A NEW STEAM BOILER FOR THE SHIAWASSEE DISTRICT LIBRARY

WHEREAS, the Shiawassee District Public Library, owned by the City of Owosso and is responsible for all maintenance costs over \$1,000.00, has determined the library is in need of a new steam boiler for heating; and

WHEREAS, the City of Owosso received the bid from Wm. Floyd Heating, Cooling and Plumbing; and it is hereby determined that Wm. Floyd Heating, Cooling and Plumbing is qualified to provide such equipment and that it has submitted the responsible and responsive bid;

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 replace the existing boiler unit at the Shiawassee District Library from Wm. Floyd Heating, Cooling and Plumbing for a cost to the City of Owosso of \$24,455.00
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Wm. Floyd Heating, Cooling and Plumbing up to the amount of \$24,455.00.
- THIRD: The above expenses shall be paid from the Building and Grounds Fund, Account 101-265-978.000.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

Richard C. Williams, Finance Director. Cash and Investment Report – 1st Q Fiscal 2014
Richard C. Williams, Finance Director. Revenue & Expenditure Report – September 2013.

CITIZEN COMMENTS AND QUESTIONS

Kevin Brown, 205 East Oliver, expressed thanks to outgoing councilpersons for their service.

Greg Remington, business rep for IBEW Local 948, said he is a Shiawassee County resident and feels as if Owosso is his second home. He announced a Labor Night scheduled at the Comstock Inn on December 11th to hear a labor speaker at 7:00 p.m. He also noted a Senate bill hearing will happen tomorrow morning regarding Senate bill 358 to eliminate licensing and manufacturing facilities and we

have a lot of those in Owosso. He left a flyer about the upcoming Labor Night for anyone interested in attending.

Eddie Urban, 601 Glenwood Avenue, talked about a good program from the DNR at the Conservation Club saying three spokesmen came. He shared what happened at during the program and said he hopes they get better coverage next year. He said he also hopes outgoing Council members will keep coming back and stay involved.

Mike Cline, 621 Wright Avenue, asked for clarification from the discussion about the 911 policy and asked who is representing the City of Owosso within the county? Mayor Frederick replied the city has representation collectively and that person is Mayor Deb Doyle of Durand.

Council Discussion:

Councilperson Cook shared he appreciates the personal recognition that the Mayor and citizens have given. He gave his thanks to Mayor Frederick for his leadership to both manage meetings and promote an atmosphere of civility.

Mayor Pro-Tem Popovitch feels it will not be hard to fill her shoes as Mayor Pro-Tem but it will be hard to fill the Mayor's shoes. She also noted that if she were mayor for a day she would deputize Eddie Urban into the Council as backfill because he has been to more meetings than most people. She said she appreciates longtime City Council attendees for their support through thick and thin.

Mayor Frederick shared that a team is only as effective as the team members who comprise the team. He said he believes this has been a good season for the City over the last four years. He thanked Mike for his work and getting to know him, and paint with him on projects. He thanked Tom for working with him and his positive impact on the City. And he thanked Cindy for her heart and friendship, persistence and hard work.

Councilperson Fox said he does not like to see any Council members leave but especially Mike. Mike is leaving for an outstanding trait...because his wife is working on her doctorate degree...she gave him four years so he feels he needs to reciprocate it back.

NEXT MEETING

Correction for next meeting which is an Organizational – Tuesday, November 12, 2013, 7:30 p.m.
Regular - Monday, November 18, 2013, 7:30 p.m.

BOARDS AND COMMISSIONS OPENINGS

None.

ADJOURNMENT

Motion by Councilperson Eveleth for adjournment at 8:53 p.m.

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

Benjamin R. Frederick, Mayor

Susan Montenegro, Recording Secretary

**OWOSSO CITY COUNCIL
ORGANIZATIONAL MEETING**

NOVEMBER 12, 2013

7:30 PM

City Manager Donald D. Crawford addressed the City Council regarding the custom of having the City Clerk chair the meeting until a Mayor is elected.

City Clerk Amy K. Kirkland administered the Oath of Office to David B. Bandkau (four year term); Burton D. Fox (four year term); Robert J. Teich, Jr. (four year term); and John V. Greenway (two year term).

City Clerk Kirkland called the meeting to order at 7:35 p.m. and lead the Pledge of Allegiance to the Flag.

PRESENT: Councilpersons Bailey, Bandkau, Eveleth, Fox, Frederick, Greenway, and Teich.

ABSENT: None.

APPROVE AGENDA

Motion by Councilperson Fox to approve the agenda as presented.

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

ADOPTION OF RULES OF ORDER

City Attorney William C. Brown addressed the City Council regarding the rules for abstaining from voting and the staff recommendation for the adoption of Robert's Rules of Order, 1990 Edition – 9th Edition, as the rules of procedure.

Motion by Councilperson Greenway to adopt Robert's Rules of Order, 1990 Edition – 9th Edition as the rules of procedure.

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

ELECTION OF MAYOR

City Clerk Kirkland explained the method of voting for the election of Mayor and Mayor Pro-Tem.

Councilperson Bailey nominated Councilperson Frederick for Mayor.

Nominations were closed with one nominee.

Roll Call Vote.

AYES: Councilpersons Bailey, Bandkau, Eveleth, Fox, Frederick, Greenway, and Teich.

NAYS: None.

City Clerk Kirkland administered the Oath of Office and turned over the chair of the meeting to Mayor Frederick.

ELECTION OF MAYOR PRO-TEM

Councilperson Greenway nominated Councilperson Eveleth for Mayor Pro-Tem.

Nominations were closed with one nominee.

Roll Call Vote.

AYES: Councilpersons Bailey, Bandkau, Eveleth, Fox, Greenway, Teich, and Mayor Frederick.

NAYS: None.

City Clerk Kirkland administered the Oath of Office to Mayor Pro-Tem Eveleth.

CONSIDERATION OF CITY COUNCIL RULES OF PROCEDURE

Councilperson Bailey requested that should the proposed Rules of Procedure be adopted that the Civility Rule be posted in the Council Chamber so that visitors will know what behavior is expected.

Motion by Councilperson Eveleth to adopt the following Rules of Procedure:

CITY COUNCIL RULES OF PROCEDURE

Rules for Roll Call Votes

1. *These rules are adopted pursuant to Section 5.4(j) of the Charter of the City of Owosso.*
2. *The purpose of these rules is to establish the procedure to be followed when conducting a roll call vote of City Council members.*
3. *When requested by the Mayor or, in his or her absence, the presiding officer, to conduct a roll call vote, the City Clerk shall call the names of all Council members except the Mayor in a random order followed by the name of the Mayor.*
4. *The City Clerk shall implement these rules in such a manner as to insure that the order in which names of Council members is called shall vary from one roll call vote to the next.*
5. *The City Clerk shall use a computer randomization program or other similar method to insure that each Council member's name has a statistically equal probability of appearing in any given position in the order of the roll call.*
6. *If a member of the Council is absent from a meeting, the City Clerk may strike his or her name from the roll call and such striking shall not constitute a violation of the procedure for random roll call voting. If the Mayor is absent from a meeting, the name of the presiding officer shall be included in the random roll call vote.*

Rules for Addressing A Meeting of the City Council

1. *These rules are adopted pursuant to Section 3(5) of P.A. 267 of 1976, commonly known as the Open Meetings Act.*
2. *The purpose of these rules is to establish procedures to be followed when persons desire to address a meeting of the City Council so as to insure that all persons who wish to do so are afforded an adequate opportunity to exercise the right to address their city government while conducting the public business in an orderly, professional manner.*
3. *Persons wishing to address a meeting of the City Council shall do so during times set aside on the agenda for that purpose and at other times when recognized by the Mayor for the purpose of addressing the meeting.*

4. *Persons wishing to address the City Council and attending officials shall stand, raise a hand, or otherwise signal a desire to speak, and wait to be recognized by the Mayor. When so recognized, persons shall give their names and addresses, and address their comments and/or questions to any City official attending the council meeting.*
5. *Each person wishing to address the City Council shall be afforded one opportunity of up to four (4) minutes duration during the first occasion provided for citizen comments and questions, one opportunity of up to three (3) minutes duration during the last occasion provide for citizen comments and questions and one opportunity of up to three (3) minutes duration during each public hearing; provided, however, that comments made during public hearings shall be relevant to the subject for which the public hearings are held.*
6. *In addition to the opportunities to address the City Council described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council provided that members of the Council have been given the floor by the Mayor to pose such questions.*
7. *Each citizen comment and question period described in paragraph 6 excluding public hearings shall last up to thirty minutes. If time expires for the comment and question period and additional time appears necessary to accommodate citizens wishing to address city officials, the council may vote to extend the period for a specific length of time. Only one such extension of each comment and question period shall be permitted during a Council meeting.*

Rule of Civility

1. *Council members, City staff, and members of the public will communicate respectfully with each other in their conversations, reports, debates, and testimony. All present will listen attentively to others when they are speaking, not interrupt others or carry on side conversations; and when given the floor will speak to the issues at hand, not engage in personal attacks or use derogatory language, and will honor the right of all to contribute to public policy deliberation.*

Motion supported by Councilperson Fox.

Roll Call Vote.

AYES: Councilpersons Bailey, Bandkau, Fox, Greenway, Teich, Mayor Pro-Tem Eveleth, and Mayor Frederick.

NAYS: None.

MEETING SCHEDULE

Motion by Councilperson Teich to continue to hold City Council meetings on the first and third Monday of each month at 7:30 p.m.

Motion supported by Mayor Pro-Tem Eveleth.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Greenway, Teich, Bandkau, Bailey, Fox, and Mayor Frederick.

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Neil White, 1214 Devonshire Court, said he had invested money to have blue prints drawn up for a 3400 square foot house he planned to construct on his property and was disgusted to find out the City had

instituted rules for the construction of new homes that require homes to look similar to the homes already in the neighborhood, effectively prohibiting his project.

Former Mayor Pro-Tem Cindy Popovitch congratulated all of the newly elected Council members and welcomed them to the group. She said she appreciated them stepping up and running for office and she offered any help she could provide.

Mayor Pro-Tem Eveleth extended a welcome to the new Council members and thanked his fellow Council members for electing him Pro-Tem.

Councilperson Bailey inquired whether Mr. White had sought a variance so he would be able to construct his house. She pointed out the intent of the policy was to help preserve property values not to obstruct property owners from building. She said there were avenues available for those that wish to construct something that does not follow the letter of the law. She reminded Mr. White that the answer to a question is always no until you ask, and encouraged him to explore his options with City staff.

Mayor Frederick thanked the Council for re-electing him as Mayor for the 3rd time. He said the honor of his repeated elections were not lost on him. He went on to say that all those at the table come with specific skill sets, desires, and concerns and he encouraged them all to delve into their areas of interest to collectively move the community forward.

ADJOURNMENT

Motion by Councilperson Bailey, supported by Mayor Pro-Tem Eveleth for adjournment at 7:53 p.m. 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 • FAX (989) 723-8854

MEMORANDUM

TO: Owosso City Council, City Manager, City Clerk, Director of Public Safety

FROM: William C. Brown, City Attorney

DATE: November 13, 2013

RE: Owosso City Ordinance Section 19-3, Begging

I received the attached letter from the Michigan ACLU requesting that City of Owosso, Ordinance Section 19-3 be repealed based upon *Speet v Schuette* 726 F. 3d 867 (2013). The ACLU is correct. The City of Owosso is bound by the case which held that a begging ordinance is unconstitutional because it violates the First Amendment.

Therefore, I have drafted the attached ordinance repealing Section 19-3.

Please feel free to contact me with any questions or comments.

WCB/jmr

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL OWOSSO
CITY CODE SECTION 19-3 BEGGING**

THE CITY OF OWOSSO ORDAINS:

That Section 19-3 of the Owosso City Code pertaining to begging is repealed.

This Ordinance shall take effect twenty (20) days after adoption.

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.



State Headquarters
2966 Woodward Avenue
Detroit, MI 48201
Phone 313.578.6800
Fax 313.578.6811
Email aclu@aclumich.org
www.aclumich.org

Legislative Office
115 West Allegan Street
Lansing, MI 48933
Phone 517.372.8503
Fax 517.372.5121
Email aclu@aclumich.org
www.aclumich.org

West Michigan Regional Office
1514 Wealthy SE, Suite 242
Grand Rapids, MI 49506
Phone 616.301.0930
Fax 616.301.0640
Email aclu@aclumich.org
www.aclumich.org

October 29, 2013

William Brown
Owosso City Attorney
301 W. Main St.
Owosso, MI 48867

Re: Owosso's Unconstitutional Begging Ordinance

Dear Mr. Brown:

We are writing to ask that Owosso repeal its unconstitutional begging ordinance. In August, the U.S. Court of Appeals for the Sixth Circuit issued an important decision holding that begging is a form of speech protected by the First Amendment and that Michigan's state-law ban on begging in a public place, M.C.L. § 750.167(1)(h), is facially unconstitutional. *See Speet v. Schuette*, 726 F.3d 867 (6th Cir. 2013) (enclosed). As a result of *Speet*, municipal ordinances that similarly prohibit begging in public places are likewise unconstitutional and should be repealed.

We have reviewed your city ordinance and understand it to read as follows:

It shall be unlawful for any person to beg in any public place.

Owosso, Mich., Code § 19-3 (1977).

Owosso's ordinance, like the state law struck down in *Speet*, prohibits begging in public places and is therefore unconstitutional on its face. We therefore advise you to repeal the ordinance and to instruct your local law enforcement agency to stop enforcing it immediately.

The ACLU recognizes that municipalities have a legitimate interest in public safety. But as Judge Robert Jonker specifically explained in holding the state law unconstitutional, cities can enforce existing criminal laws instead of criminalizing speech:

Nothing prohibits the government from regulating directly the conduct the government identifies as problematic. The government can and does prohibit fraud, assault, and trespass. But what the government cannot do without violating the First Amendment is categorically prohibit the speech and expressive elements that may sometimes be associated with the harmful conduct; it must protect the speech and expression, and focus narrowly and directly on the conduct it seeks to prohibit.

Speet v. Schuette, 889 F. Supp. 2d 969, 977 (W.D. Mich. 2012).

We appreciate your time and attention to ensure that the First Amendment rights of poor people are respected in Owosso. Once you have had the opportunity to review this letter, we ask that you contact Sofia Rahman at srahman@aclumich.org within 30 days to let us know whether you intend to repeal the ordinance and take appropriate measures to ensure that it will not be enforced.



by local law enforcement officers. Please feel free to call if you would like to discuss this matter further or if you have any questions.

Sincerely,



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726 F.3d 867
United States Court of Appeals,
Sixth Circuit.

James SPEET and Ernest Sims,
Plaintiffs–Appellees,
v.
Bill SCHUETTE, Defendant–Appellant.

No. 12–2213.
Argued: June 13, 2013.
Decided and Filed: Aug. 14, 2013.

Synopsis

Background: Arrestees brought action against state attorney general and city, challenging constitutionality of Michigan statute which criminalized begging in a public place. The United States District Court for the Western District of Michigan, Robert J. Jonker, J., 889 F.Supp.2d 969, granted arrestees' motion for summary judgment. Defendants appealed.

Holdings: The Court of Appeals, Boyce F. Martin, Jr., Circuit Judge, held that:

^[1] begging, or the soliciting of alms, was a form of solicitation that the First Amendment protected;

^[2] Michigan's anti-begging statute was facially invalid; and

^[3] statute could not be read to limit its constitutional effect.

Affirmed.

West Codenotes

Held Unconstitutional
M.C.L.A. § 750.167(1)(h)

Attorneys and Law Firms

***870 ARGUED:** Ann M. Sherman, Office of the Michigan Attorney General, Lansing, Michigan, for Appellant. Miriam J. Aukerman, American Civil Liberties Union Fund of Michigan, Grand Rapids, Michigan, for Appellees. **ON BRIEF:** Ann M. Sherman, Office of the Michigan Attorney General, Lansing, Michigan, for Appellant. Miriam J. Aukerman, American Civil Liberties

Union Fund of Michigan, Grand Rapids, Michigan, Michael J. Steinberg, Daniel S. Korobkin, American Civil Liberties Union Fund of Michigan, Detroit, Michigan, for Appellees.

Before: MARTIN and SUTTON, Circuit Judges;
ADAMS, District Judge.*

* The Honorable John R. Adams, United States District Judge for the Northern District of Ohio, sitting by designation.

OPINION

BOYCE F. MARTIN, JR., Circuit Judge.

This appeal involves a facial challenge to the constitutionality, under the First and Fourteenth Amendments to the United States Constitution, of a Michigan statute that criminalizes begging. This appeal poses two issues. The first issue is whether begging is a form of solicitation that the First Amendment protects. We hold that it is. The second issue is whether, as the district court concluded, the statute violates—on its face—the First Amendment. We agree with the district court that it does. Michigan's anti-begging statute cannot withstand facial attack because it prohibits a substantial amount of solicitation, an activity that the First Amendment protects, but allows other solicitation based on content. Therefore, we **AFFIRM** the district court's judgment.

The Michigan anti-begging statute at issue in this case has existed since at least 1929. Mich. Comp. Laws § 900 (1929). The statute provides that “[a] person is a disorderly person if the person is any of the following: ... (h) A person found begging in a public place.” Mich. Comp. Laws Ann. § 750.167(1)(h) (West 2013). The statute criminalizes begging. A person convicted under section 750.167(1)(h) is “guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both.” Mich. Comp. Laws Ann. § 750.168(1) (West 2013). According to the record, the police department in Grand Rapids, Michigan recorded four-hundred and nine reports of incidents of police enforcing this anti-begging ordinance from 2008–2011.

***871** Among those whom the Grand Rapids police arrested under the anti-begging ordinance are the plaintiffs: James Speet and Ernest Sims, two homeless adult residents of Grand Rapids, Michigan. In January 2011, Speet was arrested for begging in Grand Rapids. He

was holding a sign saying: "Cold and Hungry, God Bless." The police gave Speet an appearance ticket, and he pleaded guilty to the charge. Unable to pay the \$198 fine, Speet spent four days in jail. Then, in June 2011, Speet was holding a sign that said, "Need Job, God Bless," while standing between a sidewalk and a street in Grand Rapids. The Grand Rapids police again arrested him for begging. After Speet secured pro bono counsel, the prosecution dismissed the begging charge.

On July 4, 2011, Sims needed money for bus fare, and asked a person on the street: "Can you spare a little change?" A Grand Rapids police officer witnessed Sims asking for change and immediately arrested him. After Sims, a veteran, requested that he not be taken to jail because it was the Fourth of July, the officer agreed to give him an appearance ticket. Later, Sims appeared without counsel in court on the begging charge. He pleaded guilty and was sentenced to pay a fine of \$100. Speet and Sims are not the only people that have been fined or jailed under Michigan's anti-begging statute. The Grand Rapids Police Department, during 2008–2011, initiated three-hundred and ninety-nine cases by arresting or citing people for begging.

Speet and Sims sued Michigan Attorney General Bill Schuette, the City of Grand Rapids, and several of its police officers for declaratory and injunctive relief, alleging that Michigan's anti-begging statute violated—both facially and as applied—the First Amendment and the Fourteenth Amendment's Equal Protection Clause.

The complaint's first count asserted that Michigan's anti-begging law was "facially invalid under the First Amendment[;]" likewise, the complaint's third count asserted that Michigan's anti-begging law was "facially invalid under the Equal Protection Clause." The complaint's second and fourth counts asserted that the statute violated the First and Fourteenth Amendments "as applied" to Speet and Sims.

Instead of moving for summary judgment on the as-applied claims, Speet and Sims moved for summary judgment on the facial claims. *Speet v. Schuette*, 889 F.Supp.2d 969, 972 (W.D.Mich.2012). Michigan also moved for summary judgment on these claims. *Id.* In a published opinion and order, the district court granted Speet's and Sims' motion for partial summary judgment. *Id.* at 980. Michigan Attorney General Bill Schuette filed a timely appeal.

We review de novo a district court's decision to grant summary judgment. *Ohio Citizen Action v. City of*

Englewood, 671 F.3d 564, 569 (6th Cir.2012) (citing *Dillon v. Cobra Power Corp.*, 560 F.3d 591, 595 (6th Cir.2009)). A district court properly grants summary judgment when " 'the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.' " *Id.* (quoting *Estate of Smithers ex rel. Norris v. City of Flint*, 602 F.3d 758, 761 (6th Cir.2010)). Here, the "parties agree[d] that there [was] no genuine issue of material fact regarding the facial challenge and that judgment as a matter of law [was] appropriate." *Speet*, 889 F.Supp.2d at 972.

¹¹ ¹² ¹³ A facial challenge to a law's constitutionality is an effort "to invalidate the law in each of its applications, to take the law off the books completely." *Connection *872 Distrib. Co. v. Holder*, 557 F.3d 321, 335 (6th Cir.2009) (en banc); see also *Vill. of Hoffman Estates v. Flipside, Hoffman Estates, Inc.*, 455 U.S. 489, 495, n. 5, 102 S.Ct. 1186, 71 L.Ed.2d 362 (1982) ("a 'facial' challenge ... means a claim that the law is 'invalid *in toto*—and therefore incapable of any valid application.' " (quoting *Steffel v. Thompson*, 415 U.S. 452, 474, 94 S.Ct. 1209, 39 L.Ed.2d 505 (1974))). In contrast to an as-applied challenge, which argues that a law is unconstitutional as enforced against the plaintiffs before the court, a facial challenge "is not an attempt to invalidate the law in a discrete setting but an effort 'to leave nothing standing[.]' " *Connection Distributing Co.*, 557 F.3d at 335 (en banc) (quoting *Warshak v. United States*, 532 F.3d 521, 528 (6th Cir.2008) (en banc)). Sustaining a facial attack to the constitutionality of a state law, as the district court did, is momentous and consequential. It is an "exceptional remedy." *Carey v. Wolnitzek*, 614 F.3d 189, 201 (6th Cir.2010).

¹⁴ Generally, to "succeed in a typical facial attack," a plaintiff must establish " 'that no set of circumstances exists under which [the statute] would be valid.' " *United States v. Stevens*, 559 U.S. 460, 130 S.Ct. 1577, 1587, 176 L.Ed.2d 435 (2010) (quoting *United States v. Salerno*, 481 U.S. 739, 745, 107 S.Ct. 2095, 95 L.Ed.2d 697 (1987)). Or, a plaintiff would have to establish that "the statute lacks any 'plainly legitimate sweep [.]' " *Id.* (quoting *Washington v. Glucksberg*, 521 U.S. 702, 740 n. 7, 117 S.Ct. 2258, 138 L.Ed.2d 772 (1997) (Stevens, J., concurring)). Here, Attorney General Schuette argues that, to succeed in their facial attack, Speet and Sims must demonstrate that there is no conceivable manner in which the anti-begging statute can be enforced consistent with the First Amendment. While this is the general rule, an exception exists for facial challenges based on the First Amendment.

¹⁵¹ ¹⁶¹ Where a plaintiff makes a facial challenge under the First Amendment to a statute's constitutionality, the "facial challenge" is an "overbreadth challenge." *Connection Distrib. Co.*, 557 F.3d at 335; see also *City of Houston, Tex. v. Hill*, 482 U.S. 451, 458, 107 S.Ct. 2502, 96 L.Ed.2d 398 (1987) ("Only a statute that is substantially overbroad may be invalidated on its face." (citing *New York v. Ferber*, 458 U.S. 747, 769, 102 S.Ct. 3348, 73 L.Ed.2d 1113 (1982); *Broadrick v. Oklahoma*, 413 U.S. 601, 93 S.Ct. 2908, 37 L.Ed.2d 830 (1973))). Instead of having to prove that no circumstances exist in which the enforcement of the statute would be constitutional, the plaintiff bears a lesser burden: "to demonstrate that a 'substantial number of instances exist in which the law cannot be applied constitutionally.'" *Glenn v. Holder*, 690 F.3d 417, 422 (6th Cir.2012) (quoting *Richland Bookmart, Inc. v. Knox Cnty.*, 555 F.3d 512, 532 (6th Cir.2009)). Thus, "[t]he First Amendment doctrine of overbreadth is an exception to [the] normal rule regarding the standards for facial challenges." *Virginia v. Hicks*, 539 U.S. 113, 118, 123 S.Ct. 2191, 156 L.Ed.2d 148 (2003) (citing *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789, 796, 104 S.Ct. 2118, 80 L.Ed.2d 772 (1984)).

¹⁷¹ ¹⁸¹ ¹⁹¹ And in a facial challenge, a plaintiff must show substantial overbreadth: that the statute prohibits " 'a substantial amount of protected speech both in an absolute sense and relative to [the statute's] plainly legitimate sweep[.]" ' *Carey v. Wolnitzek*, 614 F.3d 189, 208 (6th Cir.2010) (quoting *Connection Distrib. Co.*, 557 F.3d at 336). We have acknowledged that "[T]he concept of 'substantial overbreadth' " has "some elusive qualities[.]" *Connection Distrib. Co.*, 557 F.3d at 340; see also *Taxpayers for Vincent*, 466 U.S. at 800, 104 S.Ct. 2118 ("[t]he concept of '873 'substantial overbreadth' is not readily reduced to an exact definition."). But the doctrine of substantial overbreadth "involves an inquiry into the 'absolute' nature of a law's suppression of speech." *Connection Distrib. Co.*, 557 F.3d at 340. A facial challenge based on substantial overbreadth "describe[s] a challenge to a statute that in all its applications directly restricts protected First Amendment activity and does not employ means narrowly tailored to serve a compelling governmental interest." *Sec'y of State of Md. v. Joseph H. Munson Co., Inc.*, 467 U.S. 947, 966 n. 13, 104 S.Ct. 2839, 81 L.Ed.2d 786 (1984) (citing *Vill. of Schaumburg v. Citizens for a Better Env't*, 444 U.S. 620, 637–639, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980) (rest of citation omitted)). As the Supreme Court has explained, the point of an overbreadth challenge "is that there is no reason to limit challenges to case-by-case 'as applied' challenges when the statute on its face and therefore in all its

applications falls short of constitutional demands." *Joseph H. Munson Co., Inc.*, 467 U.S. at 966 n. 13, 104 S.Ct. 2839. If we determine that a statute is substantially overbroad, we have necessarily determined that there is " 'a realistic danger that the statute itself will significantly compromise recognized First Amendment protections of parties not before the Court.' " *N.Y. State Club Ass'n v. City of N. Y.*, 487 U.S. 1, 11, 108 S.Ct. 2225, 101 L.Ed.2d 1 (1988) (quoting *Taxpayers for Vincent*, 466 U.S. at 801, 104 S.Ct. 2118). To succeed in an overbreadth challenge, therefore, a plaintiff must "demonstrate from the text of [the statute] and from actual fact that a substantial number of instances exist in which the [statute] cannot be applied constitutionally." *N.Y. State Club*, 487 U.S. at 14, 108 S.Ct. 2225.

¹¹⁰¹ ¹¹¹¹ ¹¹²¹ So the first step in reviewing a facial challenge to a law's overbreadth requires us " 'to determine whether the enactment reaches a substantial amount of constitutionally protected conduct.' " *City of Houston*, 482 U.S. at 458–59, 107 S.Ct. 2502 (quoting *Vill. of Hoffman Estates*, 455 U.S. at 494, 102 S.Ct. 1186; *Kolender v. Lawson*, 461 U.S. 352, 359 n. 8, 103 S.Ct. 1855, 75 L.Ed.2d 903 (1983)). If the law does not reach a substantial amount of constitutionally protected conduct, "then the overbreadth challenge must fail." *Vill. of Hoffman Estates*, 455 U.S. at 494, 102 S.Ct. 1186. In other words, the "first step in overbreadth analysis is to construe the challenged statute; it is impossible to determine whether a statute reaches too far without first knowing what the statute covers." *Williams*, 553 U.S. at 293, 128 S.Ct. 1830. We must scrutinize "[c]riminal statutes ... with particular care[.]" *City of Houston*, 482 U.S. at 459, 107 S.Ct. 2502 (citing *Winters v. New York*, 333 U.S. 507, 515, 68 S.Ct. 665, 92 L.Ed. 840 (1948)). Here, then, we must first determine whether the Michigan statute reaches a substantial amount of constitutionally protected conduct or speech. And, because it is a criminal statute, we must scrutinize the statute with particular care.

¹¹³¹ On appeal, Attorney General Schuette argues that the anti-begging statute does not reach any conduct or speech that the First Amendment protects. But begging, by its very definition, encapsulates the solicitation for alms. Although neither the anti-begging section of the statute, nor another section of the statute, defines "begging," according to Michigan law, "[w]hen a statute fails to define a term, we will construe it 'according to its common and approved usage....' " *Jennings v. Southwood*, 446 Mich. 125, 521 N.W.2d 230, 237 (1994) (quoting *State ex rel. Wayne Cnty. Prosecuting v. Levenburg*, 406 Mich. 455, 280 N.W.2d 810, 812 (1979), *abrogated on other grounds by Michigan ex rel. County Prosecutor v. Bennis*, 447 Mich. 719, 527 N.W.2d 483

(1994)). Michigan law further provides *874 that “resort[ing] to the standard dictionary definition is an appropriate means of determining [a term’s] common and approved usage.” *Shinkle v. Shinkle*, 255 Mich.App. 221, 663 N.W.2d 481, 485 (2003) (citing *Horace v. Pontiac*, 456 Mich. 744, 575 N.W.2d 762, 767 (1998)). Here, Attorney General Schuette resorted to a dictionary definition of begging in his opening brief, defining begging as “soliciting alms.” The New American Heritage Dictionary 119 (5th ed.1976). We see no reason not to use, for the purposes of this appeal, this commonsense definition of begging as “soliciting alms.”

While the United States Supreme Court has not, as Michigan correctly points out in its briefs, directly decided the question of whether the First Amendment protects soliciting alms when done by an individual, the Court has held—repeatedly—that the First Amendment protects charitable solicitation performed by organizations.

In *Village of Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620, 622, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980), the Court addressed the validity, under the First and Fourteenth Amendments, of a municipal ordinance that prohibited charitable organizations from soliciting contributions unless they used at least seventy-five percent of their receipts for what the ordinance defined as charitable purposes. The plaintiffs challenged “the facial validity of the village ordinance on First Amendment grounds,” *id.* at 627, 100 S.Ct. 826, and the Court affirmed the Seventh Circuit’s upholding of the district court’s “judgment of facial invalidity” of the ordinance. *Id.* at 634, 100 S.Ct. 826.

After summarizing its relevant cases, the Court held that its “[p]rior authorities, therefore, clearly establish that charitable appeals for funds, on the street or door to door, involve a variety of speech interests—communication of information, the dissemination and propagation of views and ideas, and the advocacy of causes—that are within the protection of the First Amendment.” *Id.* at 632, 100 S.Ct. 826.

The Court has repeatedly reaffirmed *Schaumburg*’s holding that the First Amendment protects charitable solicitation. In 1984, the Court observed that *Schaumburg* had determined that “charitable solicitations are so intertwined with speech that they are entitled to the protection of the First Amendment.” *Joseph H. Munson Co.*, 467 U.S. at 959, 104 S.Ct. 2839. Then, in 1988, the Court reiterated that *Schaumburg* and *Munson*, “teach that the solicitation of charitable contributions is protected speech[.]” *Riley v. Nat’l Fed’n of the Blind of N.C., Inc.*,

487 U.S. 781, 789, 108 S.Ct. 2667, 101 L.Ed.2d 669 (1988). In 1990, in *United States v. Kokinda*, 497 U.S. 720, 110 S.Ct. 3115, 111 L.Ed.2d 571 (1990) (plurality opinion), while the Court held constitutional, as applied, a United States Postal Service regulation prohibiting the solicitation of alms and contributions on postal premises, the Court also stated that “[s]olicitation is a recognized form of speech protected by the First Amendment.” *Kokinda*, 497 U.S. at 725, 110 S.Ct. 3115 (citing *Schaumburg*, 444 U.S. at 629, 100 S.Ct. 826; *Riley*, 487 U.S. at 788–789, 108 S.Ct. 2667). Thus, the First Amendment protects charitable solicitation performed by organizations. But does the First Amendment protect the solicitation of alms when performed by an individual not affiliated with a group? We hold that it does.

We find persuasive the Seventh Circuit’s reasoning in *Gresham v. Peterson*, 225 F.3d 899 (7th Cir.2000), in which a plaintiff mounted an as-applied challenge, on First Amendment grounds, to an Indianapolis ordinance that prohibited soliciting in public places. The Seventh Circuit acknowledged that “the Supreme Court has not resolved directly the constitutional limitations *875 on [panhandling laws] as they apply to individual beggars,” but noted that the Court “has provided clear direction on how they apply to organized charities, not-for-profits, and political groups.” *Gresham*, 225 F.3d at 903 (citing *Riley*, 487 U.S. at 789, 108 S.Ct. 2667; *Joseph H. Munson Co.*, 467 U.S. at 959–60, 104 S.Ct. 2839; *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826).

We agree with the Seventh Circuit’s reasoning that “*Schaumburg* provides the appropriate standard to analyze” whether the First Amendment protects begging. *Gresham*, 225 F.3d at 904–05. *Gresham* analogized panhandlers to the charity in *Schaumburg*, saying that “[l]ike the organized charities, [the panhandlers’] messages cannot always be easily separated from their need for money.” *Id.* at 904. The *Gresham* panel concluded by saying that “[w]hile some communities might wish for all solicitors, beggars and advocates of various causes be vanished from the streets, the First Amendment guarantees their right to be there, deliver their pitch and ask for support.” *Id.* (citing *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826). We further agree with *Gresham*’s observation that “[i]ndeed, the Court’s analysis in *Schaumburg* suggests little reason to distinguish between beggars and charities in terms of the First Amendment protection for their speech.” *Id.*

Our sister circuits—the Second, Eleventh, and Fourth Circuits—in cases decided before and after *Gresham*, have similarly held that begging is a type of solicitation protected by the First Amendment. We find these cases to

be persuasive authority, as well, for our holding that begging is a form of solicitation that the First Amendment protects.

The Second Circuit, in *Loper v. New York City Police Department*, 999 F.2d 699, 706 (2d Cir.1993), affirmed the district court's judgment that had declared unconstitutional, on First Amendment grounds, a state statute which stated that "[a] person is guilty of loitering when he: 1.[l]oiterers, remains or wanders about in a public place for the purpose of begging...." N.Y. Penal Law § 240.35(1) (McKinney 1989). *Loper*, like *Gresham*, relied on *Schaumburg*'s holding that "'charitable appeals for funds, on the street or door to door, involve a variety of speech interests—communication of information, the dissemination and propagation of view and ideas, and the advocacy of causes—that are within the protection of the First Amendment.'" *Loper*, 999 F.2d at 704 (quoting *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826). *Loper* explained that "[i]nherent in all the charitable solicitation cases revolving around the First Amendment is the concept that '[c]onvassers in such contexts are necessarily more than solicitors for money.'" *Id.* (quoting *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826). The *Loper* panel explained that "[b]egging frequently is accompanied by speech indicating the need for food, shelter, clothing, medical care or transportation." *Loper*, 999 F.2d at 704. It concluded that[,] "in regard to the message conveyed," it saw "little difference between those who solicit for organized charities and those who solicit for themselves[.]" because those who solicit for organized charities "are communicating the needs of others[.]" while those who solicit for themselves "are communicating their personal needs." *Id.* According to the *Loper* panel, "[b]oth solicit the charity of others. The distinction is not a significant one for First Amendment purposes." *Id.* (citation omitted).

The Eleventh Circuit, in *Smith v. City of Fort Lauderdale, Fla.*, 177 F.3d 954, 955 (11th Cir.1999), held that a city's regulation proscribing begging on a certain five-mile strip of beach and two attendant sidewalks was narrowly tailored to serve the city's legitimate interests. But the court *876 began its analysis by stating that "[l]ike other charitable solicitation, begging is speech entitled to First Amendment protection." *Id.* at 956 (footnote omitted) (citing, *Loper* 999 F.2d 699 at 704; *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826).

This year, the Fourth Circuit, in *Clatterbuck v. City of Charlottesville*, 708 F.3d 549, 551 (4th Cir.2013), addressed the question of whether a municipal ordinance, that prohibited people from soliciting immediate donations in two streets near a downtown shopping area,

unconstitutionally restricted the free speech of individuals who regularly begged there. The court noted, "[a]s a preliminary matter," that "the speech and expressive conduct that comprise begging merit First Amendment protection." *Id.* at 553. The court observed that the United States Supreme Court has "held that the solicitation of 'charitable contributions' is protected speech." *Id.* (quoting *Riley*, 487 U.S. at 789, 108 S.Ct. 2667). The court also observed that several other United States Courts of Appeals had "extended that holding to begging, which is simply solicitation on behalf of the speaker." *Id.* (citing *Smith* 177 F.3d at 956; *Loper*, 999 F.2d at 704). The court concluded by stating "[w]e agree that begging is communicative activity within the protection of the First Amendment." *Id.*

Michigan relies on several authorities to argue that the First Amendment does not protect begging, or soliciting alms—but we find not one of these authorities persuasive. First, Michigan cites Part II of Justice Kennedy's concurrence in *International Society for Krishna Consciousness, Inc. v. Lee*, 505 U.S. 672, 703, 112 S.Ct. 2701, 120 L.Ed.2d 541 (1992) (plurality opinion). In Part II of his concurrence, Justice Kennedy stated that he was "in full agreement with the statement of the Court that solicitation is a form of protected speech." *Lee*, 505 U.S. at 704, 112 S.Ct. 2701 (citing *Riley*, 487 U.S. at 788–89, 108 S.Ct. 2667; *Schaumburg*, 444 U.S. at 629, 100 S.Ct. 826) (rest of citation omitted). But Justice Kennedy argued that an airport regulation that prohibited solicitation for the immediate payment of funds did not violate the First Amendment because the regulation "reache[d] only personal solicitations for immediate payment of money." *Lee*, 505 U.S. at 704, 112 S.Ct. 2701. Justice Kennedy hypothesized that, had the regulation "prohibited all speech that requested the contribution of funds," then he "would [have] conclude[d] that it was a direct, content-based restriction of speech in clear violation of the First Amendment." *Id.* But, Justice Kennedy wrote, the "regulation d[id] not prohibit all solicitation[.]" rather, "it prohibit[ed] the 'solicitation and receipt of funds.'" *Id.* Justice Kennedy characterized the restriction as "directed only at the physical exchange of money, which is an element of conduct interwoven with otherwise expressive solicitation." *Id.* at 705, 112 S.Ct. 2701.

We decline to follow the reasoning in Part II of Justice Kennedy's concurrence in *Lee* for three reasons. First, to the extent that Part II of Justice Kennedy's concurrence argues that the "physical exchange of money" may be isolated from the act of solicitation, it runs contrary to *Schaumburg*'s holding that solicitation of charitable donations is "characteristically intertwined with

informative and perhaps persuasive speech[.]” *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826. *Schaumburg* does not suggest that the physical exchange of money may be isolated; it is “intertwined” with speech that the First Amendment protects. Second, Part II of Justice Kennedy’s concurrence is not *Lee*’s holding. And third, Justice Kennedy wrote Part II without another Justice joining him.

*877 Michigan also cites the Second Circuit’s decision in *Young v. New York City Transit Authority*, 903 F.2d 146 (2d Cir.1990), as authority for the proposition that the First Amendment does not protect begging. *Young* initially framed the issue as “whether the prohibition of begging and panhandling in the New York City subway system violate[d] the First Amendment of the United States Constitution.” *Young*, 903 F.2d at 147 (footnote omitted). The regulation provided that “ ‘no person, unless duly authorized ... shall upon any facility or conveyance ... solicit alms, subscription or contribution for any purpose.’ ” *Id.* at 148 (quoting N.Y. Comp.Codes R. & Regs. tit. 21, § 1050.6(b) (1989)). The Second Circuit opined that “[c]ommon sense” dictates that “‘begging is much more ‘conduct’ than it is ‘speech.’ ” *Id.* at 153. Therefore, the court reframed the issue as “whether begging constitutes the kind of ‘expressive conduct’ protected to some extent by the First Amendment.” *Id.*

Young read *Schaumburg*’s holding to be limited to appeals by organized charities; only these solicitations involve a variety of speech interests including communication of information, the dissemination and propagation of views and ideas, and the advocacy of causes. *Id.* at 155. *Young* asserted that “neither *Schaumburg* nor its progeny stand for the proposition that begging and panhandling are protected speech under the First Amendment.” *Id.* Rather, the court said, *Schaumburg*, *Munson* and *Riley* “hold that there is a sufficient nexus between solicitation by organized charities and a ‘variety of speech interests’ to invoke protection under the First Amendment.” *Id.* *Young* displayed the panel’s distaste for begging, writing that “[w]hile organized charities serve community interests by enhancing communication and disseminating ideas, the conduct of begging and panhandling in the subway amounts to nothing less than a menace to the common good.” *Young*, 903 F.2d at 156 (citing *Taxpayers for Vincent*, 466 U.S. at 805, 104 S.Ct. 2118).

We decline to follow the *Young* majority’s reasoning. We find more persuasive *Young*’s dissent, which held that there is no “legally justifiable distinction” between “begging for one’s self and solicitation by organized

charities.” *Young*, 903 F.2d at 164 (Meskill, J., dissenting). The dissent read *Schaumburg*—as we do—as holding that “charitable solicitation is protected because it ‘is characteristically intertwined with ... speech seeking support for particular causes or for particular views on economic, political, or social issues.’ ” *Id.* at 165 (quoting *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826). We agree with the dissent’s statement that *Schaumburg* “held that First Amendment protection attaches to all charitable solicitation, whether or not any speech incident to the solicitation actually takes place, because a sufficient nexus exists between a charity’s expression of ideas and its fundraising.” *Id.* We further agree with the dissent’s conclusion that “if First Amendment protection extends to charitable solicitation unaccompanied by speech, as it apparently does, it must extend to begging as well.” *Id.* And we agree that “begging is indistinguishable from charitable solicitation for First Amendment purposes. To hold otherwise would mean that an individual’s plight is worthy of less protection in the eyes of the law than the interests addressed by an organized group.” *Id.* at 167.

Moreover, *Loper* overruled *Young*’s holding that begging is not conduct that communicates. *Loper* stated that “[w]hile we indicated in *Young* that begging does not always involve the transmission of a particularized social or political message, see *Young*, 903 F.2d at 153, it seems certain that it usually involves some communication *878 of that nature.” *Loper*, 999 F.2d at 704.

¹¹⁴ Based on the foregoing discussion, we hold that begging, or the soliciting of alms, is a form of solicitation that the First Amendment protects.

¹¹⁵ ¹¹⁶ We now consider whether Michigan’s anti-begging statute is substantially overbroad. We will not apply the “ ‘strong medicine’ of overbreadth analysis where the parties fail to describe the instances of arguable overbreadth of the contested law.” *Wash. State Grange v. Wash. State Republican Party*, 552 U.S. 442, 450 n. 6, 128 S.Ct. 1184, 170 L.Ed.2d 151 (2008) (citing *N.Y. State Club*, 487 U.S. at 14, 108 S.Ct. 2225). The plaintiff bears “ ‘the burden of demonstrating ... substantial overbreadth.’ ” *Connection Distrib. Co.*, 557 F.3d at 336 (quoting *Hicks*, 539 U.S. 113, 122, 123 S.Ct. 2191 (2003)). A plaintiff “ ‘must demonstrate from the text of the statute and from actual fact that a substantial number of instances exist in which the law cannot be applied constitutionally.’ ” *United States v. Coss*, 677 F.3d 278, 289 (6th Cir.2012) (quoting *Am. Booksellers Found. for Free Expression v. Strickland*, 601 F.3d 622, 627 (6th Cir.2010)). A plaintiff may not “leverage[] a few alleged unconstitutional applications of the statute into a ruling invalidating the law in all of its applications.” *Connection*

Distrib. Co., 557 F.3d at 340. Sometimes plaintiffs have difficulty bearing this burden. For example, in one case we said that the record was “ ‘utterly barren about whether some, many, indeed any, [other people] [were] affected by ... application of the statute.’ ” *Glenn*, 690 F.3d at 422 (quoting *Connection Distrib. Co.*, 557 F.3d at 338–39). We do not have that problem here.

¹¹⁷¹ The record shows that the statute reaches a substantial amount of begging, which we have held that the First Amendment protects because it is a form of solicitation. Instead of a few instances of alleged unconstitutional applications, we have hundreds. The Grand Rapids Police Department produced four hundred nine incident reports related to its enforcement of the anti-begging statute. Thirty-eight percent of the people that the police stopped were holding signs requesting help, containing messages like “Homeless and Hungry: Need Work,” “Homeless Please Help God Bless,” “Lost My Job Need Help,” and “Homeless and Hungry Vet.” The other sixty-two percent of the stops (two hundred fifty-five instances) involved people verbally soliciting charity. In forty-three percent of the cases, the police immediately arrested the people who were begging. In two hundred eleven cases, people convicted of begging were sentenced directly to jail time. The record in this case bolsters our “judicial prediction” that “the statute’s very existence may cause others not before the court to refrain from constitutionally protected speech or expression.” *Broadrick*, 413 U.S. at 612, 93 S.Ct. 2908.

Thus, sustaining the facial challenge in this case is appropriate because the risk exists that, if left on the books, the statute would chill a substantial amount of activity protected by the First Amendment. We must provide “this expansive remedy” because “the threat of enforcement of an overbroad law may deter or ‘chill’ constitutionally protected speech”—especially where, as here, “the overbroad statute imposes criminal sanctions.” *Hicks*, 539 U.S. at 119, 123 S.Ct. 2191 (citing *Schaumburg*, 444 U.S. at 634, 100 S.Ct. 826; *Bates v. State Bar of Ariz.*, 433 U.S. 350, 380, 97 S.Ct. 2691, 53 L.Ed.2d 810 (1977); *NAACP v. Button*, 371 U.S. 415, 433, 83 S.Ct. 328, 9 L.Ed.2d 405 (1963)). The reason for this is that “free expression may be inhibited almost as easily by the potential or threatened use of power as by the actual exercise of that power.” *N.Y. *879 State Club*, 487 U.S. at 11, 108 S.Ct. 2225 (citing *Thornhill v. Alabama*, 310 U.S. 88, 97–98, 60 S.Ct. 736, 84 L.Ed. 1093 (1940)). We are concerned that “[m]any persons, rather than undertake the considerable burden (and sometimes risk) of vindicating their rights through case-by-case litigation, will choose simply to abstain from protected speech, harming not only themselves but society

as a whole, which is deprived of an uninhibited marketplace of ideas.” *Hicks*, 539 U.S. at 119, 123 S.Ct. 2191 (citation omitted). Thus “[o]verbreadth adjudication, by suspending *all* enforcement of an overinclusive law, reduces these social costs caused by the withholding of protected speech.” *Id.* As long as “the statute remains available to the State the threat of prosecutions of protected expression is a real and substantial one.” *Dombrowski v. Pfister*, 380 U.S. 479, 494, 85 S.Ct. 1116, 14 L.Ed.2d 22 (1965).

¹¹⁸¹ But “[f]acial overbreadth has not been invoked when a limiting construction has been or could be placed on the challenged statute.” *Broadrick*, 413 U.S. at 613, 93 S.Ct. 2908 (citing *Dombrowski*, 380 U.S. at 491, 85 S.Ct. 1116; *Cox v. New Hampshire*, 312 U.S. 569, 61 S.Ct. 762, 85 L.Ed. 1049 (1941); *United States v. Thirty-Seven Photographs*, 402 U.S. 363, 91 S.Ct. 1400, 28 L.Ed.2d 822 (1971); *Breard v. Alexandria*, 341 U.S. 622, 71 S.Ct. 920, 95 L.Ed. 1233 (1951)). Therefore, we must consider any limiting construction of the statute that Michigan can present. *Vill. of Hoffman Estates*, 455 U.S. at 495 n. 5, 102 S.Ct. 1186 (“[i]n evaluating a facial challenge to a state law, a federal court must, of course, consider any limiting construction that a state court or enforcement agency has proffered.”) (citing *Grayned v. City of Rockford*, 408 U.S. 104, 110, 92 S.Ct. 2294, 33 L.Ed.2d 222 (1972)). We need not consider a limiting construction, however, if the statute “is not ‘fairly subject to an interpretation which will render unnecessary or substantially modify the federal constitutional question.’ ” *Bd. of Airport Comm’rs v. Jews for Jesus, Inc.*, 482 U.S. 569, 575, 107 S.Ct. 2568, 96 L.Ed.2d 500 (1987) (quoting *Harman v. Forssenius*, 380 U.S. 528, 535, 85 S.Ct. 1177, 14 L.Ed.2d 50 (1965)).

¹¹⁹¹ Here, we cannot read the statute to limit its constitutional effect. The statute simply bans an entire category of activity that the First Amendment protects.

We acknowledge that the statute serves “a sufficiently strong, subordinating interest that [Michigan] is entitled to protect.” *Schaumburg*, 444 U.S. at 636, 100 S.Ct. 826. Here, Attorney General Schuette argues that Michigan’s interest is in preventing fraud. He argues that not all those who beg are homeless and destitute, nor do all those who beg use the funds they receive from begging to meet basic needs. Instead, those who beg often spend that money on alcohol. The record contains an affidavit of an executive director of an agency that works with the homeless as saying that “the great majority of people panhandling for money are using the money for alcohol and drugs.” Furthermore, panhandlers who display signs saying that they are homeless often are not. Rather, they use the signs

"to elicit sympathy and money, often to feed a drug or alcohol problem." Even the United States Department of Justice has recognized "[t]his potential for fraud" and has put out a publication on panhandling which states that "some panhandlers pretend to be disabled and/or war veterans," and that the panhandlers' "primary purpose is to immediately buy alcohol or drugs." Attorney General Schuette also argues that the ordinance prevents duress.

We agree with Attorney General Schuette that the prevention of fraud and duress are substantial state interests. In *Schaumburg*, the Village argued that its ordinance was intimately related to the *880 substantial governmental interests in protecting the public from fraud, crime, and undue annoyance. *Schaumburg*, 444 U.S. at 636, 100 S.Ct. 826. The Court noted that, like here, "[p]revention of fraud [was] the Village's principal justification" for the ordinance. *Id.* The Court declared that, while these interests were substantial, they were "only peripherally promoted" by the ordinance and "could be sufficiently served by measures less destructive of First Amendment interests." *Id.* The Court said, "[t]he Village's legitimate interest in preventing fraud can be better served by measures less intrusive than a direct prohibition on solicitation." *Id.*

[20] [21] [22] [23] Michigan's interest in preventing fraud can be better served by a statute that, instead of directly prohibiting begging, is more narrowly tailored to the specific conduct, such as fraud, that Michigan seeks to prohibit. Indeed, " '[b]ecause First Amendment freedoms need breathing space to survive,' " a state " 'may regulate in the area only with narrow specificity.' " *Gooding v. Wilson*, 405 U.S. 518, 522, 92 S.Ct. 1103, 31 L.Ed.2d 408 (1972) (quoting *Button*, 371 U.S. at 433, 83 S.Ct. 328). A

End of Document

state must carefully craft the statute "to punish only unprotected speech and not be susceptible of application to protected expression." *Gooding*, 405 U.S. at 522, 92 S.Ct. 1103. As the Supreme Court has warned, "statutes attempting to restrict or burden the exercise of First Amendment rights must be narrowly drawn and represent a considered legislative judgment that a particular mode of expression has to give way to other compelling needs of society." *Broadrick*, 413 U.S. at 611-12, 93 S.Ct. 2908 (citations omitted). Where, as here, "the statute unquestionably attaches sanctions to protected conduct, the likelihood that the statute will deter that conduct is ordinarily sufficiently great to justify an overbreadth attack." *Taxpayers for Vincent*, 466 U.S. at 800 n. 19, 104 S.Ct. 2118 (citing *Erznoznik v. City of Jacksonville*, 422 U.S. 205, 217, 95 S.Ct. 2268, 45 L.Ed.2d 125 (1975)). Michigan may regulate begging. As the Supreme Court has said, "[s]oliciting financial support is undoubtedly subject to reasonable regulation [.]" *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826. But Michigan must regulate begging "with due regard for the reality that solicitation is characteristically intertwined with informative and perhaps persuasive speech seeking support for particular causes or for particular views on economic, political, or social issues[.]" *Id.*

Because the anti-begging ordinance violates the First Amendment in banning a substantial amount of activity that the First Amendment protects, we **AFFIRM** the district court's judgment. We need not, and so do not, consider whether the ordinance violates the Fourteenth Amendment.

RESOLUTION NO. ____

**AUTHORIZING A SERVICE AGREEMENT WITH
INTERNATIONAL DATA BASE CORP.,
D/B/A INTERACTIVE PROCUREMENT TECHNOLOGIES BY BIDNET
FOR WEB-BASED SOLICITATION AND BIDDING SERVICES**

WHEREAS, International Data Base Corporation, doing business internationally under the registered name of BidNet, has developed a web based solicitation and bidding system that provides a portal for buyers and suppliers to conduct business on-line, and

WHEREAS, nine local units of government organized to form the Michigan Inter-Governmental Trade Network (MITN) and adopted the proprietary software developed by BidNet to facilitate an electronic marketplace for local governments and suppliers, and

WHEREAS, MITN has been in existence long enough to demonstrate sustainability and market recognition and currently has 121 local government members in Michigan, and

WHEREAS, increasingly suppliers to Michigan local governments are subscribing to MITN and participating in on-line bid solicitations, offering a more efficient and competitive market, and

WHEREAS, there are no annual fees for the City to become a member of the Michigan Inter-Governmental Trade Network except a five percent commission if the City sells surplus equipment, and

WHEREAS, participation in MITN will serve to supplement existing direct mail bid solicitations, local newspaper advertising, and posting on the City's website for merchants not currently involved in electronic commerce.

NOW THEREFORE BE IT RESOLVED:

- FIRST:** the City of Owosso is hereby authorized to become a member of the Michigan Inter-Governmental Trade Network under the terms of the agreement attached.
- SECOND:** the City is authorized to reimburse BidNet approximately ninety-five dollars for a direct mailing to every vendor on our existing bid list.
- THIRD:** the City is authorized to pay a five percent commission upon the successful sale and payment for surplus equipment.
- FOURTH:** the City is authorized to promote and encourage participation in MITN with our current vendors.

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are City of Owosso (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name Interactive Procurement Technologies by BidNet, a legally incorporated body having its principal place of business at 20A Railroad Avenue, Albany, New York 12205 (hereinafter referred to as “IPT”).

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, IPT has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services for the Michigan Inter-governmental Trade Network (hereinafter referred to as “MITN”)

WHEREAS the Participating Organization wishes to join MITN and benefit from the services provided by IPT;

THE PARTIES AGREE:

1. Description of Services:

- 1.1. **System Membership:** The Participating Organization has agreed to join MITN. It is understood that IPT will provide the Participating Organization with access to MITN.
- 1.2. **Promotion of System Name:** To avoid confusion with the Participating Organization staff and supplier community, the Participating Organization agrees that any endorsement or advertising it may do internally or externally, will promote MITN.

2. **Term of Agreement:** This Agreement shall become effective on the date of execution for an initial term of thirty-six (36) months (the “Initial Term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

3. Payment for Services:

3.1 Participating Organization Fees:

- 3.1.1. **Subscription Fees:** There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. **Mailing Fees:** IPT will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers for new members.

- 3.1.3. Programming Fees:** The Participating Organization agrees to use MITN on an “as is” basis. Any customized work to the system requested by the Participating Organization shall be made available on a time and material basis.
- 3.1.4. Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to IPT for items sold.

3.2 Supplier Registration Fees:

- 3.2.1. Basic Service:** This option gives suppliers access to search for documents of interest for all Participating Organizations actively using MITN at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.
 - 3.2.2. Optional Value Added Service:** Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on MITN that matches their profile. The fee for the optional service is \$89.95 for one year or \$149.95 for two years.
 - 3.2.3.** In the event of a price decline, contract renewal or should IPT at any time, during the life of this agreement, sell the same service(s) at prices below those stated herein, IPT will immediately extend such lower prices to the MITN membership. Exclusions include; current systems pricing and previous contractual obligations.
- 4. Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
 - 5. Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
 - 6. Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
 - 7. Governing Law:** This Agreement shall be governed by the laws of the State of Michigan.
 - 8. Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
 - 9. Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by IPT in connection of this Agreement, will be the exclusive property of IPT. The Participating Organization supplier database is not subject to this work product ownership provision and remains the property of the Participating Organizations and upon written notice IPT will transmit the database to the Participating Organizations in an ODBC compliant format within twenty (20) business days.
 - 10. Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to MITN. Sharing of usernames and passwords is strictly prohibited.

11. Warranty: IPT shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to IPT on similar projects.

12. Signatures: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

13. Liability and Indemnity: IPT agrees to protect, defend, reimburse, indemnify and hold each MITN member, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or any claims based on a contention with the MITN system or any infringes on patents, copyrights or intellectual property or in the performance, non performance or purported performance of the work or services or breach of the terms hereof, except when a MITN member is solely at fault.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

City of Owosso
301 W. Main Street
Owosso, MI 48867

**Interactive Procurement Technologies by
BidNet[®], a division of
INTERNATIONAL DATA BASE CORP.**

Name: _____

Name: Dan Ansell

Title: _____

Title: Vice President

Date: _____

Date:

Signature: _____

Signature:

Michigan Inter-governmental Trade Network



By-Laws

1. The founding nine members are Cities of Birmingham, Dearborn, Farmington Hills, Rochester Hills, Royal Oak, Sterling Heights, Troy, Warren and the County of Livingston. The founding members will form the MITN steering committee.
2. Each member shall have one vote and a simple majority is required. At any meeting a quorum shall consist of at least five (5) steering committee members after notification to all nine (9) founding members.
3. Each participant of MITN must be a public entity. The steering committee will review and vote on additions and removals of participants in the MITN system.
4. These by-laws may be amended at any meeting provided a two-thirds majority vote is rendered.
5. Participants may submit improvement suggestions to any MITN steering committee member for review and consideration. Upon approval by the steering committee the suggestion will be forwarded to BidNet for consideration and implementation.
6. The user agency agrees to use the MITN system as the primary mechanism for solicitation of ITB's, RFP's, RFQ's, RFI's and SOQ's. Failure to adhere to this requirement may cause removal from the system. Each agency will promote the MITN system to the vendor community.
7. The steering committee reserves the right to remove any member from the MITN system who is found to be in violation of the MPPOA Code of Ethics and/or the terms and conditions of the BidNet agreement and the MITN By-Laws
8. The By-Laws will be accepted and signed by the chief procurement official or designee of the user agency and provided to the designated MITN agency.

PARTICIPATING AGENCIES

CITY OF BIRMINGHAM
Finance Department
(248) 644-1800 ext. 319
www.ci.birmingham.mi.us

CITY OF DEARBORN
Purchasing Division
(313) 843-2375
www.cityofdearborn.org

CITY OF FARMINGTON HILLS
Purchasing Division
(248) 473-9528
www.ci.farmington-hills.mi.us

LIVINGSTON COUNTY
Purchasing Department
(517) 552-2318
www.co.livingston.mi.us

CITY OF ROCHESTER HILLS
Purchasing Division
(248) 841-2538
www.rochesterhills.org

CITY OF ROYAL OAK
City Manager's Office
(248) 246-3202
www.ci.royal-oak.mi.us

CITY OF STERLING HEIGHTS
Purchasing Division
(586) 446-2740
www.sterling-heights.net

CITY OF TROY
Purchasing Department
(248) 524-3578
www.ci.troy.mi.us

CITY OF WARREN
Purchasing Division
(586) 574-4839
www.cityofwarren.org

Signed and accepted: _____
Name/Title

Agency Name: _____

Date: _____



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

202 S. Water St. Owosso, MI 48867 Phone (989) 725-0580 Fax (989) 725-0528

MEMORANDUM

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

SUBJECT: Purchase of Ambulance Supplies, J & B Medical Supply Co., Inc.

DATE: November 8, 2013

Request council approve the purchase of ambulance supplies from J & B Medical Supply Co., Inc. of Wixom, Michigan.

Owosso City Ordinance section 2-345(3,) exception to competitive bidding states: Where the council shall determine that the public interest will best be served by joint purchase with, or purchase from, another unit of government.

J & B Medical Supply Co., Inc. has the State of Michigan bid (State Bid Contract) for ambulance supplies.

Request council waive the competitive bid process and approve the expenditure for ambulance supplies from J & B Medical Supply Co., Inc. in an amount not to exceed \$15,000.00 for the 2013-14 fiscal year.

RESOLUTION NO. _____

**RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND
AUTHORIZING CONTRACT WITH J & B MEDICAL SUPPLY CO., INC. AND
FURTHER AUTHORIZING PAYMENT FOR AMBULANCE SUPPLIES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has an ambulance service that requires the purchase of ambulance supplies; and

WHEREAS, J & B Medical Supply Co., Inc. has the State of Michigan contract for ambulance supplies; and

WHEREAS, the Code of Ordinances provides an exception to competitive bidding requirements when doing so will benefit the city.

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

- FIRST: The competitive bidding requirements are hereby waived as prescribed in the City of Owosso Code of Ordinances Section 2-345 (3).
- SECOND: The City of Owosso is authorized to enter into a contract with J & B Medical Supply Co., Inc. for an amount not to exceed \$15,000.00 for ambulance supplies for the 2013-2014 fiscal year.
- THIRD: Payment to J & B Medical Supply Co., Inc. is hereby authorized in an amount not to exceed \$15,000.00 from account 101-335-728.100.
- FOURTH: The mayor and the City Clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and J & B Medical Supply Co., Inc.

I hereby certify that the foregoing document is a true and complete copy of a resolution passed by the Owosso City Council as a part of the Consent Agenda at the regular meeting of November 18, 2013.

Amy K. Kirkland, City Clerk



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: November 14, 2013

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Services

SUBJECT: Change Order No. 1 – Bridge Engineering Services Gould Street Bridge

RECOMMENDATION: I find the cost reasonable and recommend approval of Change Order No. 1 to the contract with Fishbeck, Thompson, Carr & Huber, Inc. for engineering services for the Gould Street Bridge in the amount of \$3,100.00.

BACKGROUND: On August 5, 2013, City Council awarded a contract to Fishbeck, Thompson, Carr & Huber (FTC&H) in the amount of \$39,577.00 for professional engineering services in connection with necessary repairs of the Gould Street Bridge over the Shiawassee River. The consultant has analyzed the bridge and finds it necessary to perform additional repairs beyond the original contractual scope of services. FTC&H is willing to perform additional design services in conjunction with these repairs at a cost of \$3,100.00.

FISCAL IMPACTS: Funds for this change order are available in account number 202-451-818000-Contractual Services.

Document originated by: Mark A. Sedlak, Director of Public Services

RESOLUTION NO.

**RESOLUTION AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT WITH
FISHBECK, THOMPSON, CARR & HUBER, INC.
FOR
BRIDGE ENGINEERING SERVICES FOR GOULD STREET BRIDGE
OVER SHIAWASSEE RIVER**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Fishbeck, Thompson, Carr & Huber, Inc. on August 5, 2013 for Bridge Engineering Services for the Gould Street Bridge over the Shiawassee River; and

WHEREAS the consultant has analyzed the bridge and finds it necessary to perform additional work beyond the original contractual scope of services; and

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 amend the contract with Fishbeck, Thompson, Carr & Huber, Inc. for a cost to the City of Owosso of \$3,100.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Amendment #1 to the Contract between the City of Owosso, Michigan and Fishbeck, Thompson, Carr & Huber, Inc.
- THIRD: The above expenses shall be paid from the Major Street Construction Contractual Services Fund, account 202-451-818000.

I hereby certify that the foregoing document is a true and complete copy of a resolution passed by the Owosso City Council as a part of the Consent Agenda at the regular meeting of November 18, 2013.

Amy K. Kirkland, City Clerk

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

Page 1 of 1

TO: Fishbeck, Thompson, Carr & Huber

Date: 11/6/2013

CONTRACT: Bridge Engineering Services
Gould Street Bridge over Shiawassee River

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
	Increase contract pricing due to changes found in the field, as described in consultant's letter-dated Oct. 28, 2013. This change is consistent with contract requirement's and procedure. Letter attached		\$3,100.00
	Change in contract price due to this Change Order		
	Total Decrease	\$0.00	
	Total Increase	XXXXXXXXXXXXX	\$3,100.00
	Difference between Co. 3 & 4		\$3,100.00
	Net INCREASED contract price		\$3,100.00

Original Contract Price:	\$ 39,557.00
Total Net Addition or Deduction by previous C.O. No.	\$ -
Total Amount of Contract Prior to this Change Order:	\$ 39,557.00
Net Addition or Deduction this Change Order No.:1	\$ 3,100.00
Net Amount of Contract to date:	\$ 42,657.00

This time provided for completion in contract is (unchanged) (increased) (decreased) by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by: Keith A. Sehl

Approved by: _____

Accepted by: _____

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

Page 1 of 1

TO: Fishbeck, Thompson, Carr & Huber

Date: 11/6/2013

CONTRACT: Bridge Engineering Services
Gould Street Bridge over Shiawassee River

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
	Increase contract pricing due to changes found in the field, as described in consultant's letter-dated Oct. 28, 2013. This change is consistent with contract requirement's and procedure. Letter attached		\$3,100.00
	Change in contract price due to this Change Order		
	Total Decrease	\$0.00	
	Total Increase	XXXXXXXXXXXXX	\$3,100.00
	Difference between Co. 3 & 4		\$3,100.00
	Net INCREASED contract price		\$3,100.00

Original Contract Price:	\$ 39,557.00
Total Net Addition or Deduction by previous C.O. No.	\$ -
Total Amount of Contract Prior to this Change Order:	\$ 39,557.00
Net Addition or Deduction this Change Order No.:1	\$ 3,100.00
Net Amount of Contract to date:	\$ 42,657.00

This time provided for completion in contract is (unchanged) (~~increased~~) (~~decreased~~) by 0 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: _____



October 28, 2013
Project No. G130562

Mr. Randy Chesney, P.E.
Department of Public Works
City of Owosso
City Hall
301 West Main Street
Owosso, MI 48867

Re: Gould Street over Shiawassee River Rehabilitation Design
Additional Design Services – Request for Change Order

Dear Mr. Chesney:

Based on our detailed bridge inspection and scoping for the referenced project, Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) has determined that two beam-ends have deteriorated to a point where they warrant structural steel repairs at this time. Additional needed repair items, not originally included in the City's Request for Proposal (RFP), were also found during our scoping. As a result, our preliminary design submittal includes additional design details and associated costs that have been included in the Michigan Department of Transportation's programming. These items, which were not included in the original scope of services, include design of structural steel repairs, approach sidewalks, approach slabs and seats, riprap, and deck patching.

In accordance with the General Specifications for Bridge Engineering Services in the City's RFP, any additional design included to the project, based on detailed inspection and scoping of the bridge, will be addressed by Change Order.

Based on additional design effort we have provided beyond the original scope, FTCH is requesting a Change Order in the amount of Three Thousand One Hundred Dollars (\$3,100).

If you have any questions or require additional information, please contact me at 248-324-4794 or vdguadagni@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "Vin Guadagni", is positioned above the printed name.

Vincent D. Guadagni, P.E.

dmg
By email and USPS



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

MEMORANDUM

DATE: November 18, 2013

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Request for Approval of Change Order #2-Final for the 2013 Street Paving Program

Michigan Paving and Materials Company has completed work on the 2013 Street Paving Program. Presented here is Change Order #2-Final in the amount of (\$8,025.06). Estimated amounts of materials on the original contract and on Change Order #1 were higher than what were actually used.

We recommend Council approve Change Order No. 2-Final to the contract with Michigan Paving and Materials Company for the 2013 Street Paving Program decreasing the amount by \$8,025.06. This project is funded through the proceeds of the 2010 General Obligation Unlimited Tax Bonds

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER #2-FINAL
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; and

WHEREAS, less material was required for the sidewalk and driveway removal and replacement on Krust Drive from Dewey Street to North Street, the patch work on Stewart Street, and the mill and fill 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 decrease the materials on their contract.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached, Amendment to the Contract for services between the City of Owosso and Michigan Paving & Materials Company decreasing the total amount by \$8,025.06.

I hereby certify that the foregoing document is a true and complete copy of a resolution passed by the Owosso City Council as a part of the Consent Agenda at the regular meeting of November 18, 2013.

Amy K. Kirkland, City Clerk

CITY OF OWOSSO
CONTRACT CHANGE ORDER NO. **2**-FINAL

Page 1 of 2

TO: Michigan Paving & Materials

Date: 11/4/2013

CONTRACT: 2013 STREET IMPROVEMENT PROGRAM

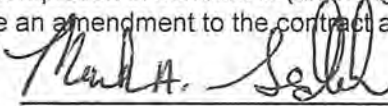
PROJECT NO.: _____


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
	Change in contract price due to this Change Order		
	Total Decrease	(\$12,903.07)	XXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXX	\$4,878.01
	Difference between Co. 3 & 4		
	Net DECREASE contract price		(\$8,025.06)

Original Contract Price:	\$ 224,094.60
Total Net Addition or Deduction by previous C.O. No. 1	\$ 14,118.76
Total Amount of Contract Prior to this Change Order:	\$ 238,213.36
Net Addition or Deduction this Change Order No.:	(\$8,025.06)
Net Amount of Contract to date:	\$ 230,188.30

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: 

**CITY OF OWOSSO
CONTRACT CHANGE ORDER NO. 2- FINAL**

Page 2 of 2

TO: Michigan Paving & Materials

Date: 11/4/2013

CONTRACT: 2013 STREET IMPROVEMENT 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	(+117.20 LFT of Misc. Curb & Gutter, Conc.t 4 Mod. @ \$28.00/LFT)		\$3,281.60
2	(-23.49 TON of Sand Backfill @ \$15.00/TON)	(\$352.35)	
3	No Change		
4	(+6.40 SYD of Restoration @ \$6.00/SYD)		\$38.40
5	(-20 TON of Hand Patch @ \$100.00/TON)	(\$2,000.00)	
6	(-7.72 SYD of Butt Joint Milling @ \$1.10/ SYD)	(\$8.49)	
7	(-418.76 SYD of Cold Milling @ \$1.10/SYD)	(\$460.64)	
8	Change on Change Order No. 1		
9	(-2.59 STA of Trimming & Finishing Earth Grade @ \$500.00/STA)	(\$1,295.00)	
10	(-112.75 TON of Bitumious Paving Mix HMA 4E3 @ \$60.25/TON)	(\$6,793.19)	
11	(-10.56 TON of Bitumious Paving Mix HMA 5E3 @ \$70.15/TON)	(\$740.78)	
12	No Change		
13	(-1 EACH of Catch Basin Adjustment @ \$350.00/ EACH)	(\$350.00)	
14	(+3 EACH of Water Valve Adjustment @ \$150.00/ EACH)		\$450.00
15	No Change		
16	No Change		
	Extra Work		
	Sidewlak Removal on Change Order No. 1		
	Sidewalk Ramp Replacement on Change Order No. 1		
	Driveway Remoavl & Replacement on Change Order No. 1		
	Additional Work		
	Patch on Stewart		
	(-21.34 SYD of Removal of Pavement & Earth @ \$5.00 /SYD)	(\$106.70)	
	(-21.34 SYD of Aggregate, 21AA, 6" Crushed Limestone/Concrete @ \$8.00 /SYD)	(\$170.72)	
	(+3.88 TON of Bitumious Mixture, 6", Compacted in Lifts @ \$208.25/TON)		\$808.01
	Change on Change Order No. 1		
	Mill & Fill on Lafayette		
	(-31SYD of Cold Milling @ \$5.95/SYD)	(\$184.45)	
	(-3.0 TON of Bitumious Mixture, 13a @ 2.5" Lift @ \$88.15/TON)	(\$264.45)	
	(-2.0 TON of Bitumious Mixture, 13a @ 1.5" Lift @ \$88.15/TON)	(\$176.30)	
	Extra Additional Work		
	(+2 EACH of Bulkheads Old Pipe @ \$150.00/EACH)		\$300.00



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

MEMORANDUM

DATE: November 18, 2013

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Approval of Pay Estimate #1-Final for the 2013 Street Improvement Program

I recommend Council approve the attached Pay Estimate #1-Final in the amount of \$230,188.30 to Michigan Paving and Materials Company for work completed on the 2013 Street Paving Program as amended by Change Order #2-Final.

The pay estimate includes Change Order #1 and #2-Final. This project is funded by the 2010 General Obligation Unlimited Tax Bonds.

RESOLUTION NO.

**AUTHORIZING PAYMENT TO
MICHIGAN PAVING AND MATERIALS COMPANY
FOR WORK COMPLETED ON THE
2013 STREET PAVING PROGRAM
AS AMENDED BY CHANGE ORDERS #1 & #2-FINAL**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into a unit price contract with Michigan Paving and Materials Company for the 2013 Street Paving Program; and

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

WHEREAS, the City project manager recommends Pay Estimate #1-Final in the amount of \$230,188.30 for work completed through November 1, 2013, with said unit quantities and amounts agreed to by Michigan Paving and Materials Company.

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 Michigan Paving and Materials Company for work completed on the 2013 Street Paving Program as amended by Change Orders #1 & #2-Final.
- SECOND: The accounts payable department is authorized to submit payment to Michigan Paving and Materials Company in the amount of \$230,188.30 as detailed on attached Payment Estimate #1-Final.
- THIRD: The above expenses shall be paid from the 2010 General Obligation Unlimited Tax Bonds.

I hereby certify that the foregoing document is a true and complete copy of a resolution passed by the Owosso City Council as a part of the Consent Agenda at the regular meeting of November 18, 2013.

Amy K. Kirkland, City Clerk

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

Page 1 of 2 Pages

1. Estimate No.:

1-FINAL

4. Date Prepared

11/5/2013

5. Period Ending

11/1/2013

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 IMPROVEMENT PROGRAM

8. Location of Project:

N Chipman, S Chipman, Grace, Grand
Hickory & State

9. State:

Michigan

10. Name of Contractor

Michigan Paving & Materials Company

11. Address of Contractor

16777 Wood St.
Lansing, MI 48906

12. Work Performed Under:

Lump Sum Contract: ☐

Unit Price Contract: ☒

Force Account: ☐

13. Description of Work

Curb & Gutter, with Milling and Paving

14. Sponsor's Contract No.

15. Original Estimated Cost this
Contract or Force Account
\$224,094.60

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
103%

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	Mics. Curb & Gutter, Removal & Replacement	480	LFT	\$ 28.00	\$ 13,440.00	597.2	\$ 16,721.60	124%
2	Class III Fill Sand	40	TON	\$ 15.00	\$ 600.00	16.51	\$ 247.65	41%
3	Catch Basin Filter	19	EACH	\$ 60.00	\$ 1,140.00	19	\$ 1,140.00	100%
4	Restoration	164	SYD	\$ 6.00	\$ 984.00	170.4	\$ 1,022.40	104%
5	Hand Patch	20	TON	\$ 100.00	\$ 2,000.00	0	\$ -	0%
6	Butt Joint Cold Milling	110	SYD	\$ 1.10	\$ 121.00	102.28	\$ 112.51	93%
7	Cold Milling	10181	SYD	\$ 1.10	\$ 11,199.10	9762.24	\$ 10,738.46	96%
8	Sub Grade Undercutting, Type II Modified	737	CYD	\$ 34.00	\$ 25,058.00	0	\$ -	0%
9	Trimming & Finishing Earth Grade	16.59	STA	\$ 500.00	\$ 8,295.00	14	\$ 7,000.00	84%
10	Bituminous Paving mix HMA 4E3	1400	TON	\$ 60.25	\$ 84,350.00	1287.25	\$ 77,556.81	92%
11	Bituminous Paving mix HMA 4E3	850	TON	\$ 70.15	\$ 59,627.50	839.44	\$ 58,886.72	99%

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.

11/4/13
Date

Michigan Paving & Materials
Name of Contractor

BY:

Signature

ARBA MAJACEK
Title

25. ACKNOWLEDGMENT AND CONCURRENCE OF PROJECT ENGINEER

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

11-4-13
Date

Signature, Director of Public Services

PERIODIC COST ESTIMATE

Page 2 of 2 Pages

CITY OF OWOSSO

301 W. MAIN

OWOSSO, MI 48867

1. Estimate No.:

1 - FINAL

Items and Column are numbered to correspond to those on Page 1 of this form.

6. Project No.

7. Name of Project

2013 STREET IMPROVEMENT PROGRAM

8. Location of Project: N. Chipman, S. Chipman, Grace,
Grand, Hickory & State

14. Sponsor's Contract No.

20
Item
No.

21. Description of Item

22. LATEST REVISED DETAILED ESTIMATE

a.
Quantity

b.
Unit

c.
Unit
Price

d.
Amount

a.
Quantity

b.
Amount

c.
%

12 Provide, Adjust and Install E.J. 1120 casting with gasket
seal cover

10 EACH \$ 900.00 \$ 9,000.00

10 \$ 9,000.00 100%

13 Catch Basin Adjustment

9 EACH \$ 350.00 \$ 3,150.00

8 \$ 2,800.00 89%

14 Water Valve Adjustment

7 EACH \$ 150.00 \$ 1,050.00

10 \$ 1,500.00 143%

15 Catch Basin Reconstruction

1 VFT \$ 650.00 \$ 650.00

1 \$ 650.00 100%

16 Traffic Control

1 L S \$ 3,430.00 \$ 3,430.00

1 \$ 3,430.00 100%

EXTRA WORK

Sidewalk Removal

SYD \$7.00

5.13 \$ 35.91

Sidewalk Ramp Replacement

SFT \$9.00

46.2 \$ 415.80

Driver Removal & Replacement

SFT \$6.00

160.55 \$ 963.30

Additional Work

Patch on Stewart

Removal of Pavement and Earth

140 SYD \$5.00

118.66 \$ 593.30 85%

Arrogate, 21AA, Crushed Limestone/Concrete

140 SYD \$8.00

118.66 \$ 949.28 85%

Bituminous Mixture, 6", Compacted in Lifts

48 TON \$208.25

51.88 \$ 10,804.01 108%

Traffic Control

1 LS \$1,460.00

1 \$ 1,460.00 100%

Mill & Fill on Lafayette Street

Cold Mill Bituminous Surface 4"

930 SYD \$ 5.95

899 \$ 5,349.05 97%

Bituminous Mixture, 13A @ 2.5"

135 TON \$ 88.15

132 \$ 11,635.80 98%

Bituminous Mixture, 13A @ 1.5"

80 TON \$ 88.15

78 \$ 6,875.70 98%

EXTRA ADDITIONAL WORK

Bulkheads Old Pipe

2 EACH \$ 150.00

2 \$ 300.00 100%

TOTAL

\$ 230,188.30

SUB TOTAL

\$ 230,188.30

TOTAL DUE

\$ 230,188.30



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: November 14, 2013

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Services

SUBJECT: 2013 Slurry Seal & Double Chip Seal Program - Change Order #1-Final

RECOMMENDATION: I recommend approval of Change Order No. 1-Final to the contract with Highway Maintenance and Construction Company decreasing the amount by \$2,051.58.

BACKGROUND: On August 19 2013, City Council awarded a contract to Highway Maintenance and Construction Company in the amount of \$180,160.14 for slurry seal and chip seal services to improve the surface quality of various streets in the city of Owosso. The Contractor has completed the project using less material than estimated on the original contract, resulting in a decrease to the total contract amount.

FISCAL IMPACTS: The Major and Local Street Maintenance Funds will maintain the extra \$2,051.58 (Account Numbers: 202-463-818000 & 203-463-818000).

Document originated by: Mark A. Sedlak, Director of Public Services

RESOLUTION NO.

**RESOLUTION AUTHORIZING CHANGE ORDER #1-FINAL
TO THE CONTRACT WITH
HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY
FOR THE 2013 SLURRY SEAL & DOUBLE CHIP SEAL PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Highway Maintenance and Construction Company on August 19, 2013 for the 2013 Slurry Seal & Double Chip Seal Program; and

WHEREAS, Highway Maintenance and Construction Company has completed the program using less material than estimated in the original contract.

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 amend the contract with Highway Maintenance and Construction Company for work completed on the 2013 Slurry Seal & Double Chip Seal Program.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Amendment to the Contract for services between the City of Owosso, Michigan and Highway Maintenance and Construction Company, decreasing the total amount of the original contract by \$2,051.58.

I hereby certify that the foregoing document is a true and complete copy of a resolution passed by the Owosso City Council as a part of the Consent Agenda at the regular meeting of November 18, 2013.

Amy K. Kirkland, City Clerk

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

Page 1 of 1

TO: Highway Maintenance

Date: 10/31/2013

CONTRACT: 2013 Slurry Seal & Double Chip Seal

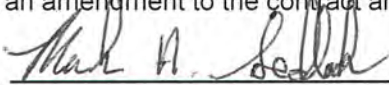
PROJECT NO.: _____

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

1 Item No.	2 Description - Quantities, Units, Unit Prices, Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
1	(-1979 SYD of Slurry Seal @ \$2.25/SYD)	\$4,452.75	
2	(+407 SYD of Seal Double Chip @ \$5.31/SYD)		\$ 2,161.17
3	(+2 HOURS of Sweeping of Chip Seal Street @ \$120/HOURS)		\$ 240.00
4	No Change		
Change in contract price due to this Change Order			
Total Decrease		(\$4,452.75)	XXXXXXXXXXXXX
Total Increase		XXXXXXXXXXXXX	\$2,401.17
Difference between Co. 3 & 4			(\$2,051.58)
Net DECREASED contract price			(\$2,051.58)

Original Contract Price:	\$ 180,160.14
Total Net Addition or Deduction by previous C.O. No.	\$ -
Total Amount of Contract Prior to this Change Order:	\$ 180,160.14
Net Addition or Deduction this Change Order No.:	(\$2,051.58)
Net Amount of Contract to date:	\$ 178,108.56

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: 



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: November 14, 2013

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Services

SUBJECT: 2013 Slurry Seal & Double Chip Seal Program Pay Estimate #1-Final

RECOMMENDATION: I recommend council approve Pay Estimate #1-Final to Highway Maintenance and Construction Company for work completed on the 2013 Slurry Seal & Double Chip Seal Program in the amount of \$178,108.46, as amended by Change Order #1-Final.

BACKGROUND: On August 19th, 2013 City Council awarded a contract to Highway Maintenance and Construction Company for the 2013 Slurry Seal & Double Chip Seal Program in the amount of \$180,160.14. This program has been completed by the Contractor using fewer materials than was what estimated on the original contract, decreasing the contract by \$2,051.58 as shown on Change Order #1-Final.

FISCAL IMPACTS: Funds are available in Major and Local Street Maintenance Funds (Account numbers 202-463-818000 & 203-453-818000).

Document originated by: Mark A. Sedlak, Director of Public Services

RESOLUTION NO.

**RESOLUTION AUTHORIZING PAYMENT TO
HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY
FOR WORK COMPLETED ON THE
2013 SLURRY SEAL & DOUBLE CHIP SEAL PROGRAM
AS AMENDED BY CHANGE ORDER #1-FINAL**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Highway Maintenance and Construction Company on August 19, 2013 for the 2013 Slurry Seal and Double Chip Seal Program; and

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

WHEREAS, the City project manager recommends Pay Estimate #1-Final in the amount of \$178,108.56 for work completed through October 15, 2013, with said units and quantities agreed to by Highway Maintenance and Construction Company.

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 pay Highway Maintenance and Construction Company for work completed on the 2013 Slurry Seal & Double Chip Seal Program, as amended by Change Order #1-Final.
- SECOND: The Accounts Payable Department is authorized to submit payment to Highway Maintenance and Construction Company in the amount of \$178,108.56 as detailed on attached Pay Estimate #1-Final.
- THIRD: The above expenses shall be paid from the Major and Local Street Maintenance Funds (Account numbers: 202-463-818000 & 203-463-818000).

I hereby certify that the foregoing document is a true and complete copy of a resolution passed by the Owosso City Council as a part of the Consent Agenda at the regular meeting of November 18, 2013.

Amy K. Kirkland, City Clerk

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

Page 1 of 2 Pages

1. Estimate No.:

1 FINAL

4. Date Prepared

10/31/2013

5. Period Ending

10/15/2013

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 Slurry Seal & Double Chip Seal

8. Location of Project:

Various Street

9. State:

Michigan

10. Name of Contractor

Highway Maintenance

11. Address of Contractor

P.O. Box 74411

Romulus, MI 48174

12. Work Performed Under:

Lump Sum Contract: ☐

Unit Price Contract: ☒

Force Account: ☐

13. Description of Work

Slurry Seal & Double Chip Seal on various street

14. Sponsor's Contract No.

15. Original Estimated Cost this Contract or Force Account

\$180,160.14

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
99%

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	Slurry Seal	65894	SYD	\$ 2.25	\$ 148,261.50	63915	\$ 143,808.75	97%
2	Seal Double Chip	5544	SYD	\$ 5.31	\$ 29,438.64	5951	\$ 31,599.81	107%
3	Sweeping of Chip Seal Streets	8	Hours	\$ 120.00	\$ 960.00	10	\$ 1,200.00	125%
4	Traffic Control	1	LS	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	100%
TOTAL							\$ 178,108.56	
SUB TOTAL							\$ 178,108.56	
TOTAL DUE							\$ 178,108.56	

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.

11/5/13
Date

HIGHWAY MAINT & CONST
Name of Contractor

BY:

Signature

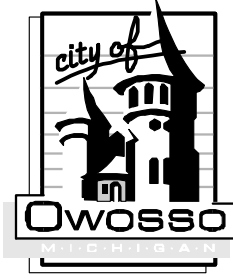
PRESIDENT
Title

25. ACKNOWLEDGMENT AND CONCURRENCE OF PROJECT ENGINEER

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

10-31-13
Date

Signature, Director of Public Services



WARRANT 473

November 13, 2013

Vendor	Description	Fund	Amount
Logicalis, Inc	Network engineering support- October 2013	General	\$ 7,616.00
State of Michigan	Annual MDEQ fee for public water supplies	Water	\$ 5,358.66
McNaughton-McKay Electric Company	Emergency busway replacement at the Waste Water Treatment Plant	WWTP	\$24,000.00
Halligan Electric, Inc.	Emergency installation of an electrical busway at the Waste Water Treatment Plant	WWTP	\$ 6,840.00
Brown & Stewart, PC	Professional services-October 15, 2013 – November 18, 2013	General	\$ 9,929.50
Total			\$53,744.16

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 10/01/2013 - 10/31/2013

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
10/03/2013	1	121747	SKIDMORE JOHN	UB refund for account: 2658390006	\$ 18.57
10/03/2013	1	121748	DANIEL JEFFERY	UB refund for account: 1025000002	\$ 49.80
10/03/2013	1	121749	PIERCE CHERYL	UB refund for account: 3155870002	\$ 11.64
10/03/2013	1	121750	ROTH ROBERT	UB refund for account: 1679550002	\$ 28.66
10/03/2013	1	121751	PENNY DONOVAN	UB refund for account: 1942000005	\$ 22.14
10/03/2013	1	121752	HAVENS NIKITA	UB refund for account: 3307070015	\$ 58.87
10/03/2013	1	121753	PRIEUR SHANA	UB refund for account: 1076500001	\$ 87.44
10/03/2013	1	121754	RAATZ KARLA	UB refund for account: 2242590002	\$ 58.24
10/03/2013	1	121755	WILSON MATTHEW	UB refund for account: 3934570006	\$ 12.76
10/03/2013	1	121756	MILLER REALTY	UB refund for account: 2207490002	\$ 40.76
10/03/2013	1	121757	VALDEZ HECTOR	UB refund for account: 2504490003	\$ 95.63
10/03/2013	1	121758	DASEN TED	UB refund for account: 3428070002	\$ 65.00
10/03/2013	1	121759	SPRAGUE CHASE	UB refund for account: 2828040012	\$ 19.17
10/03/2013	1	121760	HOLDER BRITTNEY	UB refund for account: 3660570002	\$ 44.84
10/03/2013	1	121761	GUTTING JAMES	UB refund for account: 3322071001	\$ 29.03
10/03/2013	1	121762	O'BRIEN CHESTER	UB refund for account: 5903070010	\$ 33.93
10/03/2013	1	121763	TONY SCHMIDT REALTY	UB refund for account: 4706540003	\$ 31.00
10/03/2013	1	121764	ROGERS CINDI	UB refund for account: 2278590007	\$ 20.00
10/03/2013	1	121765	FUNK NICHOLAS	UB refund for account: 3307070014	\$ 63.10
10/03/2013	1	121766	NORTON BRIAN	UB refund for account: 5493660002	\$ 8.73
10/03/2013	1	121767	KUIPERS NAOMI	UB refund for account: 3720070004	\$ 26.60
10/03/2013	1	121768	GOODWIN E	UB refund for account: 1249000001	\$ 18.67
10/03/2013	1	121769	ADVANCED MACHINE TECHNOLOGIES LLC	TROUBLESHOOTING LIME SYSTEM CONTROL	\$ 1,518.00
10/03/2013	1	121770	AMERICAN SOCIETY FOR PUBLIC ADMIN	MEMBERSHIP-ADAM ZETTEL	\$ 100.00
10/03/2013	1	121771	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 341.04
10/03/2013	1	121772	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-70/HRS	\$ 1,281.00
10/03/2013	1	121773	ASSOCIATION OF PUBLIC TREASURERS	MEMBERSHIP-RON TOBEY	\$ 185.00
10/03/2013	1	121774	B S N SPORTS INC	BENTLEY PARK IMPROVEMENTS MATERIALS	\$ 919.98
10/03/2013	1	121775	THE BANK OF NEW YORK MELLON NA	2009 LTGO BONDS-INTEREST PAYMENT	\$ 20,147.50
10/03/2013	1	121776	CHEMICAL BANK WEALTH MANAGEMENT	2010 GO BONDS-P & I PMT	\$ 38,886.25
10/03/2013	1	121777	CONSTINE GRAVEL COMPANY	23A/LIMESTONE-50.98/TONS	\$ 746.85
10/03/2013	1	121778	CONSUMERS ENERGY	SEPT 2013-VARIOUS LOCATIONS	\$ 23,751.12
10/03/2013	1	121779	CONTRACTORS REPAIR LLC	OFD-OIL PUMP	\$ 14.70
10/03/2013	1	121780	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 180.00
10/03/2013	1	121781	DONALD D CRAWFORD	CONFERENCE/EXPENSE REIMBURSEMENT	\$ 2,158.95
10/03/2013	1	121782	DELAU FIRE SERVICES INC	SEMI-ANNUAL INSPECTION	\$ 257.00
10/03/2013	1	121783	DELTA FAMILY CLINIC SOUTH PC	PSYCHOLOGICAL TESTING-NEW HIRE	\$ 350.00
10/03/2013	1	121784	DUPERON CORPORATION	WWTP-SCREENING EQUIPMENT	\$ 2,605.00
10/03/2013	1	121785	ETNA SUPPLY COMPANY	PRETZELHORN (6)	\$ 1,394.45
10/03/2013	1	121786	FEDEX	WWTP-LAB SHIPPING FEES	\$ 22.34
10/03/2013	1	121787	TODD FOLLEN	FUEL	\$ 40.00
10/03/2013	1	121788	FOURSTAR LANDSCAPING LLC	2013 TALL GRASS MOWING	\$ 25.00
10/03/2013	1	121789	FRONTIER	PHONE SERVICE	\$ 2,049.54
10/03/2013	1	121790	GRAYMONT CAPITAL INC	QUICKLIME	\$ 6,609.40
10/03/2013	1	121791	HOME DEPOT CREDIT SERVICES	DPW-GENERATOR	\$ 578.59
10/03/2013	1	121792	HP	HW-DELL-OPTIPLEX 7010 DES	\$ 808.60
10/03/2013	1	121793	HYDROTEX INC	WWTP-SUPPLIES	\$ 768.38
10/03/2013	1	121794	INDUSTRIAL SUPPLY OF OWOSSO INC	SAFETY GLASSES (9)	\$ 62.55
10/03/2013	1	121795	JOHNSON CONTROLS, INC.	REPAIR AIR CONDITIONING UNIT AND PIPING	\$ 1,009.10
10/03/2013	1	121796	KEMIRA WATER SOLUTIONS INC	FERRIC CHLORIDE	\$ 3,281.31
10/03/2013	1	121797	KERR PUMP & SUPPLY	MECHANICAL SEAL & BEARING REPLACEMENT	\$ 4,923.00
10/03/2013	1	121798	LANDAUER, INC.	RADIATION MONITORING-7/1/13-6/30/14	\$ 496.62
10/03/2013	1	121799	LLOYD MILLER & SONS, INC	PARTS FOR #521	\$ 360.07
10/03/2013	1	121800	LUDINGTON ELECTRIC, INC.	REPAIR-BALL AND MAIN	\$ 474.65
10/03/2013	1	121801	MEMORIAL HEALTHCARE CENTER	OPD-BLOOD DRAW	\$ 17.00
10/03/2013	1	121802	MICHIGAN ASSOCIATION OF CHIEFS OF F	CONFERENCE-KEVIN LENKART	\$ 235.00
10/03/2013	1	121803	MICHIGAN METER TECHNOLOGY GROUP INC	5/8 X 5/8 E CODERI WATER METERS (30)	\$ 6,573.60
10/03/2013	1	121804	MICHIGAN POLICE EQUIPMENT CO.	OPD-AMMO/UNIFORM ACCESSORIES	\$ 361.95
10/03/2013	1	121805	MISDU	PAYROLL DEDUCTIONS	\$ 616.32
10/03/2013	1	121806	SUSAN K MONTENEGRO	INTERN EXPENSE REIMBURSEMENT	\$ 372.50
10/03/2013	1	121807	OFFICE SOURCE	ASSESSING DEPT-SUPPLIES	\$ 206.56

10/03/2013	1	121808	OFFICEMAX INC	TONER (2)	\$	102.75
10/03/2013	1	121809	OWOSSO CHARTER TOWNSHIP TREASURER	AGREEMENT PAYMENT	\$	16,867.22
10/03/2013	1	121810	OWOSSO-WATER FUND	WATER/SEWER BILLS	\$	6,075.20
10/03/2013	1	121811	PETTY CASH- CLERK'S OFFICE	REIMBURSEMENT	\$	333.33
10/03/2013	1	121812	POLICE OFFICERS LABOR COUNCIL	POLICE UNION DUES	\$	837.00
10/03/2013	1	121813	PRINTING SYSTEMS, INC	ELECTION -ENVELOPES (2000)	\$	1,059.68
10/03/2013	1	121814	Q2A ASSOCIATES LLC	PROFESSIONAL SERVICES-9/15/13-9/28/13	\$	2,656.50
10/03/2013	1	121815	REEVES WHEEL ALIGNMENT, INC.	OPD-#30-BRAKES/OIL CHANGE	\$	2,668.41
10/03/2013	1	121816	RESERVE ACCOUNT	ACCT #45513090	\$	3,000.00
10/03/2013	1	121817	ROWE PROFESSIONAL SERVICES CO	ENGINEERING SERVICES FOR BENTLEY PARK	\$	180.00
10/03/2013	1	121818	S L H METALS INC	OFD-MEDIC 1-REPAIR MATERIALS	\$	42.52
10/03/2013	1	121819	SHIAWASSEE COUNTY MEDICAL GROUP	NEW HIRE PRE-EMPLOYMENT PHYSICAL	\$	100.00
10/03/2013	1	121820	SHIAWASSEE COUNTY ROAD COMMISSION	EMULSION/SEALCOAT STONE	\$	783.59
10/03/2013	1	121821	SHIAWASSEE DISTRICT LIBRARY	SATA PAYROLL SERVICES	\$	382.84
10/03/2013	1	121822	SMITH JANITORIAL SUPPLY	OPD-DISINFECTANT	\$	843.76
10/03/2013	1	121823	SNAP ON TOOLS	FLEET-TOOLS	\$	292.50
10/03/2013	1	121824	SPARTAN FENCE INC	FENCING FOR BENTLEY PARK TENNIS COURTS	\$	4,250.00
10/03/2013	1	121825	SPARTAN STORES LLC	EMPLOYEE FUNDED-RETIREMENT CAKE-J BLOOMFIELD	\$	20.99
10/03/2013	1	121826	I W H OWOSSO SPRINT	WATER-CLIP	\$	29.99
10/03/2013	1	121827	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 9/30/13	\$	5,047.29
10/03/2013	1	121828	SUMMERTIME CONCRETE INC	BUMPER BLOCK 277# (10)	\$	420.00
10/03/2013	1	121829	SUPPLIES OUTLET.COM	XEROX TONER	\$	119.90
10/03/2013	1	121830	TERRY M BACK	WWTP-TIRE REPAIR	\$	125.00
10/03/2013	1	121831	TUV RHEINLAND INDUSTRIAL SOLUTIONS	OFD-AERIAL/GROUND LADDER INSPECTIONS	\$	860.00
10/03/2013	1	121832	U S BANK, N A	P & I PMT-HVCA EQUIPMENT/WATER REV BONDS	\$	369,848.75
10/03/2013	1	121833	JESSICA UNANGST	CONFERENCE MEAL REIMBURSEMENT	\$	34.54
10/03/2013	1	121834	VALLEY LUMBER	SPLASH PAD MATERIALS PAID BY DONATION	\$	128.07
10/03/2013	1	121835	VERMEER OF MICHIGAN INC	PARTS FOR #221	\$	969.45
10/03/2013	1	121836	WASTE MANAGEMENT OF MICHIGAN INC	WWTP-OCTOBER 2013 SERVICE	\$	3,589.87
10/03/2013	1	121837	MERLE E WEST II	1119 W MAIN ST/109 CORUNNA AVE	\$	250.00
10/03/2013	1	121838	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-70/HRS	\$	1,281.00
10/03/2013	1	121839	WIN'S ELECTRICAL SUPPLY	WTP-BALLAST FOR LW1 LIGHT BOX	\$	84.85
10/21/2013	1	121840	DAVIS, TERRY L	OFD-AMBULANCE BILLING	\$	340.00
10/21/2013	1	121841	MORGAN, MEGAN MARIE	OPD-WITNESS FEE	\$	10.24
10/21/2013	1	121842	ACCUMED BILLING INC	AMBULANCE BILLING SERVICES & STATE REPORTING	\$	2,739.13
10/21/2013	1	121843	AFLAC	PAYROLL DEDUCTIONS	\$	907.08
10/21/2013	1	121844	H K ALLEN PAPER CO	CITY HALL-SUPPLIES	\$	129.00
10/21/2013	1	121845	TIM APPELEGATE	OPD-MEALS	\$	17.62
10/21/2013	1	121846	MICHAEL LEVERE ASH	OPD-SCHOOL LIAISON OFFICER-70/HRS	\$	1,281.00
10/21/2013	1	121847	B & D ELEVATOR SERVICES INC	CITY HALL-QUARTERLY MAINT-DOS 9/30/13	\$	115.00
10/21/2013	1	121848	BELL EQUIPMENT COMPANY	FLEET-PARTS FOR #254	\$	990.16
10/21/2013	1	121849	HEATHER D BROOKS	TIME CARDS/STREET SIGN DECALS	\$	795.00
10/21/2013	1	121850	CANNON, JOHN	BD Bond Refund	\$	50.00
10/21/2013	1	121851	CENTRON DATA SERVICES, INC.	WATER/SEWER BILLING POSTAGE ADVANCE	\$	4,433.49
10/21/2013	1	121852	J D CHANDLER ROOFING COMPANY INC	WTP-ROOF INSPECTION AND REPAIRS	\$	3,354.00
10/21/2013	1	121853	CITY OF CORUNNA	OPD-SEPTEMBER 2013-ADMINISTRATIVE SERVICES	\$	1,873.20
10/21/2013	1	121854	COLLARD MASONRY	BD Bond Refund	\$	50.00
10/21/2013	1	121855	CONSUMERS ENERGY	SEPT 2013-VARIOUS LOCATIONS	\$	28,861.74
10/21/2013	1	121856	VOID			V
Void Reason: Created From Check Run Process						
10/21/2013	1	121857	CORDIER EXCAVATING	BD Bond Refund	\$	200.00
10/21/2013	1	121858	DALTON ELEVATOR	SEPT 2013-OFD-CYLINDER RENTAL	\$	462.94
10/21/2013	1	121859	JEFF DAME	OPD-MEAL	\$	6.33
10/21/2013	1	121860	DAYSTARR COMMUNICATIONS	NOVEMBER 2013-BROADBAND INTERNET AND FEE	\$	495.00
10/21/2013	1	121861	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE PREMIUM	\$	4,570.14
10/21/2013	1	121862	DIESEL TRUCK SALES, INC.	FLEET- REPAIRS TO VACTOR- #438	\$	1,043.49
10/21/2013	1	121863	DUPERON CORPORATION	WWTP-SCREENING EQUIPMENT LEASE PMT	\$	2,605.00
10/21/2013	1	121864	EJ USA INC	HYDRANTS (3)	\$	4,760.82
10/21/2013	1	121865	EMMIT KEVES CONCRETE	BD Bond Refund	\$	50.00
10/21/2013	1	121866	EMPLOYEE BENEFIT CONCEPTS INC	OCTOBER 2013-ADMIN FEE	\$	100.00
10/21/2013	1	121867	ETNA SUPPLY COMPANY	S CHESTNUT ST WATER MAIN PROJECT	\$	4,832.00
10/21/2013	1	121868	FIFTH THIRD BANK LEGAL ENTRY	OPD-SUBPOENA SERVICE	\$	10.20
10/21/2013	1	121869	FISHBECK, THOMPSON, CARR & HUBER, I	ENGINEERING SERVICES FOR THE GOULD STREET	\$	11,146.50
10/21/2013	1	121870	FOURSTAR LANDSCAPING LLC	2013 TALL GRASS MOWING	\$	2,875.00
10/21/2013	1	121871	FUOSS GRAVEL CO.	CLASS II SAND-146.32/TONS	\$	605.76
10/21/2013	1	121872	G M SUPPLIES LTD	CITY HALL-XEROX TONER CARTRIDGE	\$	109.00
10/21/2013	1	121873	GILBERT'S DO IT BEST HARDWARE & APP	LEAF PROGRAM RAKES (20)	\$	322.48

10/21/2013	1	121874	GRAYMONT CAPITAL INC	WTP-QUICKLIME-46.8/TONS	\$	6,552.00
10/21/2013	1	121875	GREAT LAKES ELECTRONICS CORPORATION	DISPOSAL OF OBSOLETE ELECTRONICS	\$	566.48
10/21/2013	1	121876	HI QUALITY GLASS, INC	MATERIALS FOR PALMER ST WELL HOUSE	\$	25.00
10/21/2013	1	121877	THOMAS P HOLCOMB	OPD-MEAL	\$	14.82
10/21/2013	1	121878	HOSKING EXCAVATING	BD Bond Refund	\$	50.00
10/21/2013	1	121879	LAMPHERE'S	WTP-DRAIN LINE CLEANOUT	\$	125.00
10/21/2013	1	121880	LANSING UNIFORM CO.	OPD-UNIFORMS/VESTS/ACCESSORIES	\$	5,505.50
10/21/2013	1	121881	KEVIN LENKART	MEALS	\$	10.00
10/21/2013	1	121882	LEPLEY & SONS TOWING	OPD-TOWING-EVIDENCE RELATED	\$	240.00
10/21/2013	1	121883	LUDINGTON ELECTRIC, INC.	LIFT STATION RELOCATION-1410 PALMER ST	\$	1,316.62
10/21/2013	1	121884	MCMASTER-CARR SUPPLY CO	WWTP-SMOOTH STEEL BAR	\$	340.63
10/21/2013	1	121885	MEL ERVIN FORD INC	OFD-MEDIC 1-DRAIN & FLUSH FUEL TANK	\$	230.21
10/21/2013	1	121886	MEMORIAL HEALTHCARE CENTER	HR-PRE-EMPLOYMENT DRUG SCREEN-J DORRIS	\$	432.00
10/21/2013	1	121887	MICHIGAN MUNICIPAL LEAGUE	UNEMPLOYMENT COMPENSATION CONTRIBUTIONS	\$	478.04
10/21/2013	1	121888	MICHIGAN PAVING & MATERIALS CC	2012 STREET IMPROVEMENT PROJECT	\$	2,000.00
10/21/2013	1	121889	MISDU	PAYROLL DEDDUCTIONS	\$	616.32
10/21/2013	1	121890	SUSAN K MONTENEGRO	INTERN EXPENSE REIMBURSEMENT	\$	312.50
10/21/2013	1	121891	MSHA	HOUSING-ANNUAL GRANTEE MEETING	\$	15.00
10/21/2013	1	121892	MUTUAL EYE CLAIM AUDITS	VISION COVERAGE PREMIUM	\$	287.00
10/21/2013	1	121893	NAPA AUTO PARTS	CITY HALL-GENERATOR BATTERY	\$	205.52
10/21/2013	1	121894	NEXTEL COMMUNICATIONS	CELL PHONE EQUIPMENT AND CHARGES	\$	1,035.36
10/21/2013	1	121895	NORTHERN LAKE SERVICE, INC.	WWTP-MERCURY ANALYSES	\$	195.00
10/21/2013	1	121896	OAK CONSTRUCTION CORPORATION	BENTLEY PARK REHABILITATION PROJECT	\$	14,400.00
10/21/2013	1	121897	OFFICE DEPOT	OFFICE SUPPLIES	\$	500.41
10/21/2013	1	121898	OWOSSO BOLT & BRASS CO	WATER-SUPPLIES	\$	216.32
10/21/2013	1	121899	PITNEY BOWES INC	CITY HALL-INK FOR POSTAGE MACHINE (2)	\$	175.08
10/21/2013	1	121900	POSTMASTER	SIDEWALK SNOW REMOVAL POLICY TO DOWNTOWN	\$	67.15
10/21/2013	1	121901	PVS NOLWOOD CHEMICALS INC	WTP-SODIUM FLUORIDE-40 BAGS	\$	1,776.00
10/21/2013	1	121902	ESTHER RAY	OPD-MEALS	\$	11.54
10/21/2013	1	121903	ANDREW REED	OPD-MEAL	\$	10.00
10/21/2013	1	121904	SEIFERT CONCRETE	2013 SIDEWALK REPLACEMENT PROGRAM	\$	26,411.47
10/21/2013	1	121905	SERVER SUPPLY	IT-DC3 SERVER-REFURBISHED HARD DRIVE W/1	\$	60.00
10/21/2013	1	121906	THE SHERWIN-WILLIAMS CO.	STREETS-PAINT FOR WASHINGTON ST PARKING	\$	514.40
10/21/2013	1	121907	SHIAWASSEE COUNTY MEDICAL GROUP	HR-PRE-EMPLOYMENT PHYSICAL	\$	300.00
10/21/2013	1	121908	SHIAWASSEE VALLEY PERSONNEL ASSOCIA	HR-JESSICA UNANGST	\$	50.00
10/21/2013	1	121909	TJ SMITH SAND & GRAVEL INC	DEMOLITION OF 804 CENTER ST	\$	2,300.00
10/21/2013	1	121910	SOUTHSIDE CAR WASH	OPD-SEPTEMBER 2013-CAR WASHES	\$	64.30
10/21/2013	1	121911	ST JOHNS ANSWERING SERVICE INC	NOVEMBER 2013-TELEPHONE ANSWERING SERVICE	\$	65.00
10/21/2013	1	121912	STATE OF MICHIGAN-MDNRE	WTP AND WELL ANALYSES	\$	226.00
10/21/2013	1	121913	STATE OF MICHIGAN	OPD-SOF REGISTRATION	\$	30.00
10/21/2013	1	121914	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 10/15/13	\$	6,331.89
10/21/2013	1	121915	STEPP MANUFACTURING CO INC	FLEET-PARTS FOR CRACK SEAL MACHINE #275	\$	262.34
10/21/2013	1	121916	STRAWSER CONSTRUCTION INC	STREETS-EMULSION FOR DURA PATCHER	\$	820.95
10/21/2013	1	121917	SUNBURST GARDENS, INC.	TREES FOR CONSUMERS ENERGY GRANT (10)	\$	1,979.90
10/21/2013	1	121918	SWIM LLC	UTILITY DIRECTOR SERVICES-7/21/13-8/3/13	\$	4,998.00
10/21/2013	1	121919	THOMAS SCIENTIFIC	WWTP-ANNUAL LAB SUPPLY ORDER	\$	1,371.81
10/21/2013	1	121920	JESSICA UNANGST	HISTORICAL DIRECTOR INTERVIEW MEALS	\$	34.25
10/21/2013	1	121921	USA BLUE BOOK	WATER-PARTS	\$	257.15
10/21/2013	1	121922	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-70/HRS	\$	1,281.00
10/21/2013	1	121923	ADAM ZETTEL	FACADE RECORDING FEES	\$	85.00
10/22/2013	1	67(A)	Q2A ASSOCIATES LLC	FINANCIAL SERVICES 9/30/13-10/11/13	\$	3,360.00

1 TOTALS:

(1 Check Voided)						
Total of 177 Disbursements:					\$	717,512.78

Bank 10 OWOSSO HISTORICAL FUND

10/07/2013	10	4473	GREENWAY, ELAINE	HOME TOUR TEA	\$	74.64
10/07/2013	10	4474	WILSON, GARY	MOVIE STILLS/HOME TOUR SIGNS/BALLOONS	\$	238.96
10/07/2013	10	4475	CHARTER COMMUNICATIONS	515 N WASHINGTON ST #2	\$	108.35
10/07/2013	10	4476	CITY OF OWOSSO	RENTAL REGISTRATION-515 N WASHINGTON ST	\$	50.00
10/07/2013	10	4477	EDWARDS SIGN & SCREEN PRINTING, INC	HOME TOUR EVENT-DIGITAL GRAPHICS	\$	174.00
10/07/2013	10	4478	FRONTIER	515 N WASHINGTON APT 3	\$	40.49
10/07/2013	10	4479	ROSEMARY MAGLEY	CLEANING SERVICES-CASTLE/GOULD HOUSE	\$	130.00
10/07/2013	10	4480	OWOSSO-WATER FUND	515 N WASHINGTON ST	\$	99.40
10/07/2013	10	4481	MITCHELL SPEERS	CURWOOD DEATH CERTIFICATE	\$	75.00



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

MEMORANDUM

DATE: For November 18, 2013 Council Agenda

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Resolutions (2) authorizing Asset Management Grant Applications
A) For Sanitary Sewer Collection System
B) For Wastewater Treatment Plant

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. 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 following receipt of the grant application. We have requested a preliminary indication whether we qualify for “disadvantaged” community status. It is likely we will qualify for our sewer collection system serving just the City, but likely not for the Mid-County Wastewater Treatment Facility with its service area extending to Corunna and portions of the two surrounding Townships.

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 this year’s available funding and a random lottery process may be necessary for determining grant award for this first round of funding. The term of the work under the grant may be up to three years from the date of the grant agreement.

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: an 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.

As previously reported to Council, we have worked with Orchard, Hiltz and McCliment (OHM) for developing the SAW grant application 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.

In October Council authorized an agreement with C2AE (Capital Consultants out of Lansing) as the engineering consultant for the Wastewater Treatment Plant Asset Management Program and preparation of the separate grant application for that work. We are proceeding with the two separate applications for the following reasons: 1) increased potential for selection of at least some funding if a lottery process is required to determine order of award, 2) likely difference in “disadvantaged” community status, and 3) asset management work elements and schedule requirements are significantly different between the collection system and the treatment plant, and 4) we are working with different consulting firms each with staff expertise and resources better targeted to their respective area.

Included in the Council packet are two separate resolutions, one for each grant application. These form resolutions are a requisite part of the grant applications which we should submit on December 2, 2013 to maximize our potential to get a grant. Grants come with terms and conditions in the grant agreement following award. A sample copy of the grant agreement is included with each resolution. Each resolution identifies the City’s authorized representative (City Manager Crawford), empowers that representative to execute the grant agreement following award, and sets the maximum amount of the grant to be awarded pursuant to that application. The maximum grant amounts requested are \$1,201,348 for the sewer collection system application, and \$231,020 for the plant application. These not to exceed maximums assume qualifying for a 100% grant as a “disadvantaged” community. If we do not qualify then, then the City local share of the grant projects would be \$133,645.25 for the sewer collection system and from \$23,102 (10%) to \$57,755 (25% if both grants are awarded without “disadvantaged” status) and the respective grant amount would be reduced by the local share.

The consultant's respective summary of cost for each application is attached. Much more extensive and detailed cost tables are available upon request. These cost components have been developed with a lot of give and take between City staff and the consultants. The detailed cost information and related documentation is required and will be submitted as part of the respective grant applications. The City Sewer Fund and Wastewater Fund budgets can readily provide the local match if necessary.

The resolutions affirm that Council is aware of the grant terms and conditions and intends to honor those terms and conditions following acceptance of the grant. 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 advice is that we can acknowledge that the grant will result in an asset management condition in the next re-issued permit. However, it is our understanding that the City maintains the right to negotiate, and contest if it deems necessary, the specifics and details of the standard permit terms that we may find to be unreasonable.

Staff recommends Council adoption of the two resolutions.

GMB

Enc.

City of Owosso
County of Shiawassee

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of
Owosso County of Shiawassee, State of Michigan, (the
"Municipality") held on November 18, 2013.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following
resolution, seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and
Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL
324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the
Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic
water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to
municipalities for sewage collection and treatment systems or storm water or nonpoint
source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52,
and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a
grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that
requires the Municipality to repay the grant under certain conditions as set forth in MCL
324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (**select one or
more**)

☒ **establish an asset management plan**, ☐ establish a stormwater management plan,
☐ establish a plan for wastewater/stormwater, ☐ establish a design of
wastewater/stormwater, ☐ pursue innovative technology, or ☐ initiate construction
activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the
aggregate principal amount not to exceed **\$1,201,348** ("Grant") be

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requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **City Manager** _____ (*title of the designee's position*), a position currently held by **Donald D. Crawford** _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.

2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.

4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

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NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the _____ of the _____ of _____, County of _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name
_____ of _____, Clerk
_____ of _____ County of _____

FORCE ACCOUNT (CITY STAFF ONLY)

Rick Williams,

George

Mike Bush,

Gary Burk,
Director

Finance
Director

Jeff Kish, IT
Engineer

Scanlon,
Technician

Field Staff
(Foreman)

Field Staff
(Varies)

				Hourly Rate Fringe	\$ 42.00 0%	\$ 42.00 0%	\$ 130.00 0%	\$ 19.64 40%	\$ 19.90 40%	\$ 17.81 40%		
Task	Consultant Fees	Contractor / Subconsultant Fees	Vendor Quotes	Total Rate	\$ 42.00	\$ 42.00	\$ 130.00	\$ 27.50	\$ 27.86	\$ 24.93	Subtotal (City Staff Only)	TOTAL (All Services)
1 Inventory	\$ 30,000			Force Account Hours	40		48	120			11,220	\$ 41,220
2 Condition Assessment	\$ 155,000	\$ 50,000			200		16	100	800	1,000	60,452	\$ 265,452
3 Metering/Modeling	\$ 116,000				200			24	80	800	31,236	\$ 147,236
4 GIS/AM Investments			\$ 29,100		80		8	20	16	24	5,994	\$ 35,094
5 Cleaning/Televising	\$ 40,000	\$ 542,000			400		8	400		24	29,437	\$ 611,437
6 Level of Service	\$ 26,000				160			320		24	16,117	\$ 42,117
7 PACP/MACP Training					32			32	32	32	3,913	\$ 3,913
8 Rate Study	\$ 5,000	\$ 36,000					100				4,200	\$ 45,200
9 Other (Grant Application)	\$ 8,000				40						1,680	\$ 9,680
Total Fees		\$ 380,000	\$ 628,000	\$ 29,100	Total Hours	1,152	100	80	1,016	928	1,904	\$ 164,248
TOTAL PROJECT COST												\$ 1,201,348



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom

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the Grantee may be held liable.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

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(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. 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. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the

Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAW Grant Program

Project No. _____

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____; _____
_____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

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City of Owosso
County of Shiawassee

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of
Owosso County of Shiawassee, State of Michigan, (the
"Municipality") held on November 18, 2013.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following
resolution, seconded by Member _____ .

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and
Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL
324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the
Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic
water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to
municipalities for sewage collection and treatment systems or storm water or nonpoint
source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52,
and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a
grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that
requires the Municipality to repay the grant under certain conditions as set forth in MCL
324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (**select one or
more**)

☐ **establish an asset management plan**, ☐ establish a stormwater management plan,
☐ establish a plan for wastewater/stormwater, ☐ establish a design of
wastewater/stormwater, ☐ pursue innovative technology, or ☐ initiate construction
activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$231,020 ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

This is a typo, the correct amount should be \$231,120 to match the cost estimate

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City Manager (title of the designee's position), a position currently held by Donald D. Crawford (name of the designee), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.

2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.

4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

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YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the _____ of the _____ of _____, County of _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name _____ of _____, Clerk
_____ of _____ County of _____

OWOSSO WWTF SAW APPLICATION COSTS BREAKDOWN						
(see also Application Appendix 'C', Section 'K', Project Cost Worksheet)						
(subconsultant costs noted in Attachment 04)						
Date: 11-11-13						
		Engineering				
				Other	Owner	
	C2AE	Subconsultant	Subtotal	Vendor	Force Account	Total
1. Project Planning Costs	\$5,000	\$0	\$5,000	\$0	\$1,008	\$6,008
2. Design Engineering Costs						
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0
3. User Charge Development Costs	\$0	\$0	\$0	\$0	\$0	\$0
4. Wastewater Asset Management Plan (WAMP) Costs						
a. Review Existing Plant Documentation	\$22,800	\$0	\$22,800	\$0	\$0	\$22,800
b. Asset Inventory, Identification, Log & Service Life	\$15,300	\$0	\$15,300	\$0	\$0	\$15,300
c. Equipment Assessment				\$5,625	\$37,562	
Headworks	\$6,775	\$0	\$6,775	\$0	\$0	\$6,775
Grit Chamber	\$2,600	\$0	\$2,600	\$0	\$0	\$2,600
Primary Clarifiers	\$2,000	\$0	\$2,000	\$0	\$0	\$2,000
Roughing Tower	\$3,600	\$0	\$3,600	\$0	\$0	\$3,600
Intermediate Clarifiers	\$1,675	\$0	\$1,675	\$0	\$0	\$1,675
Pressure Filters	\$3,900	\$0	\$3,900	\$0	\$0	\$3,900
Chlorination/Dechlorination	\$1,900	\$0	\$1,900	\$0	\$0	\$1,900
Nitrification Oxidation Towers	\$4,400	\$0	\$4,400	\$0	\$0	\$4,400
Final Holding Tanks	\$1,500	\$0	\$1,500	\$0	\$0	\$1,500
Sludge Handling	\$3,100	\$0	\$3,100	\$0	\$0	\$3,100
Site Piping	\$775	\$0	\$775	\$0	\$0	\$775
Site Improvements	\$775	\$0	\$775	\$0	\$0	\$775
Administration/Lab Building	\$8,100	\$0	\$8,100	\$0	\$0	\$8,100
Trucks and Misc. Equipment	\$3,225	\$0	\$3,225	\$0	\$0	\$3,225
Treatment Building HVAC/Odor Control/ Structural	\$15,300	\$0	\$15,300	\$0	\$0	\$15,300
Criticality/Replacement Cost Evaluation	\$26,600	\$0	\$26,600	\$0	\$0	\$26,600
d. Wholesale Cost Evaluation	\$5,200	\$0	\$5,200	\$0	\$0	\$5,200
e. Asset Management Report/Capital Improvement Plan	\$20,300	\$0	\$20,300	\$0	\$0	\$20,300
f. Project Management	\$12,000	\$0	\$12,000	\$0	\$0	\$12,000
g. Kickoff and Progress Meetings	\$9,100	\$0	\$9,100	\$0	\$0	\$9,100
h. AllMax	\$10,000	\$0	\$10,000	\$0	\$0	\$10,000
SUBTOTAL	\$180,925	\$0	\$180,925	\$5,625	\$37,562	\$224,112
5. Stormwater Asset Management Plan (SAMP) Costs						
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0
6. Stormwater Management Plan (SMP) Costs						
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0
7. Innovative Wastewater and Stormwater Technology Costs	\$0	\$0	\$0	\$0	\$0	\$0
8. Disadvantaged Community Construction Cost	\$0	\$0	\$0	\$0	\$0	\$0
9. Cost Subtotal	\$185,925	\$0	\$185,925	\$5,625	\$38,570	\$230,120
10. LESS Local Match	(\$18,593)	\$0	(\$18,593)	(\$563)	(\$3,857)	(\$23,012)
11. Requested Saw Grant Amount	\$167,333	\$0	\$167,333	\$5,063	\$34,713	\$207,108
..						



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom

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the Grantee may be held liable.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

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(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. 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. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the

Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAW Grant Program

Project No. _____

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____; _____
_____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.



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

MEMORANDUM

For: November 18, 2013 Council Agenda

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Emergency Purchases Reporting (Warrant Items)
Wastewater Plant – Electrical busway replacement
McNaughton McKay \$24,000 (busway supply)
Halligan Electric – \$6,840 (installation)

This follows and supplements previous status reports to Council by the City Manager on the emergency busway replacement at the Wastewater treatment Plant.

Under separate Council authorized work on the main electrical switchgear at the Wastewater Treatment Plant, Powertech Services also tested the two 2,500 amp electrical busways between the plant's high voltage transformers and the main switchgear. The test indicated that failure of the east busway was imminent, that it should not be returned to service, and that replacement was required. If the busway failed (short to ground) while in service there was the potential for damage to other electrical equipment.

The plant relies on two separate electrical services for reliability of service. With the east source out of service, the plant would become fully inoperable if there was any power interruption on the west source.

We deemed replacement of the busway to be an emergency and proceeded, as authorized by City Code in such instances, to contract for purchase of the busway from McNaughton McKay and for installation by Halligan Electric to avoid delays associated with a formal sealed bidding process and prior Council authorization.

We first considered purchase of a direct busway replacement from GE, the original busway manufacturer. However, their quotations of \$33,000 for normal 8 week timeframe for fabrication & delivery or \$69,000 for expedited delivery were considered excessive. We opted for an alternate manufacturer, Eaton busway from McNaughton McKay at \$24,000 for normal delivery or \$38,062 for expedited delivery. We also considered replacing the busway with conduit and cable but determined

this was not feasible due to the bus amp rating at 2500 amps and the difficulty making a safe and reliable connection at the switchgear that was designed to accept a busway connection.

In lieu of expedited delivery we installed a 400 amp temporary emergency wiring connection at a cost of \$3,925. This would have allowed very limited operation in the event of a loss of our other primary electrical feed. We were very fortunate not to have to use that emergency connection.

The work has been completed and the plant reliability of electrical supply for full operation has been restored. The west busway tested in the acceptable operating range, but with an indication that there is some deterioration on one phase of the supply. This will be closely monitored on an annual basis. In addition, we are working to provide further weather protection for the exterior busway elements to reduce the potential for future deterioration related to moisture penetration on horizontal elements due to weathering of seals.

GMB

To: Owosso City Council
 From: Charles Rau, Building Official
 Date: 11/04/2013
 Subject: Building Department Report for October, 2013

Category	Estimated Cost	Permit Fee	Number of Permits
Demolition	\$6,000	\$330	3
Electrical	\$0	\$1,875	10
Fence - Commercial	\$29,400	\$765	3
Fence - Residential	\$1,100	\$80	1
Garage, detached	\$28,000	\$420	2
Mechanical	\$0	\$3,585	25
Non-Res. Add/Alter/Repair	\$847,988	\$10,007	10
Parking Lot	\$106,000	\$1,300	1
Plumbing	\$0	\$1,470	9
Res. Add/Alter/Repair	\$125,969	\$2,420	22
Sign	\$8,000	\$150	1
Totals	\$1,152,457	\$22,402	87

2012 COMPARISON TOTALS

		BUILDING PERMITS ONLY	-	47
October, 2012 TOTALS	\$618,919	\$11,318		91

MMS
 11/04/2013

Enforcements By Category

11/04/13

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OCTOBER, 2013

ANIMALS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0713	702 KEYTE ST	REF TO POLICE	Resolved	10/07/13	10/22/13	N
ENF 13-0717	123 STATE ST	LETTER SENT	Resolved	10/08/13	10/10/13	Y
ENF 13-0775	528 RYAN ST	LETTER SENT	Resolved	10/30/13	10/31/13	N
Total Entries:				3		

AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0723	1025 FLETCHER ST	REF TO POLICE	Resolved	10/02/13	10/27/13	Y
ENF 13-0761	526 E MASON ST	REF TO POLICE	No Violation	10/23/13	10/24/13	Y
ENF 13-0762	520 E MASON ST	LETTER SENT	Letter Sent	10/24/13		Y
Total Entries:				3		

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0704	1022 BEEHLER ST	REF TO RAU	Resolved	10/01/13	10/03/13	N
ENF 13-0716	434 CURWOOD DR	VN SENT	Resolved	10/07/13	10/25/13	N
ENF 13-0724	125 LAFAYETTE BL	VERBAL NOTICE	Resolved	10/11/13	10/15/13	Y
ENF 13-0750	115 W RIDGE ST	LETTER SENT	Letter Sent	10/15/13		Y
ENF 13-0751	213 GOODHUE ST	REF TO RAU	REF TO RAU	10/15/13		N
ENF 13-0758	630 GRAND AV	LETTER SENT	Letter Sent	10/22/13		Y
ENF 13-0766	911 N WASHINGTON ST	REF TO RAU	No Violation	10/24/13	10/24/13	N
ENF 13-0768	1227 ADAMS ST	REF TO ZETTEL	REF TO ZETTEL	10/25/13		N
ENF 13-0769	1108 RYAN ST	LETTER SENT	Letter Sent	10/28/13		Y
ENF 13-0770	1260 ADAMS ST	REF TO DPW	REF TO DPW	10/28/13		VAC
ENF 13-0772	420 GUTE ST	VERBAL NOTICE	Resolved	10/29/13	10/30/13	Y
Total Entries:				11		

Enforcements By Category

11/04/13

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OCTOBER, 2013

FRONT YARD PARKING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0712	706 KEYTE ST	VERBAL	Verbal Notice	10/07/13		N
ENF 13-0731	728 N PARK ST	REF TO POLICE	No Violation	10/15/13	10/30/13	N
Total Entries:				2		

GARBAGE & DEBRIS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0705	550 RYAN ST	LETTER SENT	Resolved	10/02/13	10/09/13	N
ENF 13-0706	726 RYAN ST	LETTER SENT	Resolved	10/02/13	10/09/13	Y
ENF 13-0707	715 N SAGINAW ST	LETTER SENT	Resolved	10/02/13	10/09/13	Y
ENF 13-0710	752 ALGER AV	LETTER SENT	Resolved	10/03/13	10/10/13	N
ENF 13-0715	1303 BROADWAY AV	LETTER SENT	Resolved	10/07/13	10/23/13	Y
ENF 13-0718	1025 W STEWART ST	REF TO POLICE	Resolved	10/08/13	10/19/13	N
ENF 13-0720	108 S OAK ST	REF TO POLICE	No Violation	10/09/13	10/10/13	N
ENF 13-0730	719 BROADWAY AV	REF TO POLICE	Resolved	10/14/13	10/30/13	Y
ENF 13-0732	834 E MAIN ST	VERBAL NOTICE	Resolved	10/15/13	10/21/13	Y
ENF 13-0733	704 GLENWOOD AV	REF TO POLICE	Resolved	10/15/13	10/23/13	N
ENF 13-0741	214 S CEDAR ST	LETTER SENT	Letter Sent	10/14/13		N
ENF 13-0746	1433 HENRY ST	REF TO RAU	REF TO RAU	10/17/13		N
ENF 13-0748	715 CLINTON ST	REF TO POLICE	REF TO POLICE	10/17/13		Y
ENF 13-0753	824 E MAIN ST	VERBAL NOTICE	Verbal Notice	10/21/13		N
ENF 13-0756	848 ALGER AV	VERBAL	Verbal Notice	10/22/13		Y
ENF 13-0757	117 S CHIPMAN ST	REF TO POLICE	No Violation	10/22/13	10/22/13	Y
ENF 13-0765	117 ELLIOT ST	LETTER SENT	Letter Sent	10/24/13		Y
ENF 13-0767	704 GLENWOOD AV	REF TO POLICE	No Violation	10/25/13	10/27/13	N
ENF 13-0774	206 CORUNNA AV	LETTER SENT	Letter Sent	10/30/13		COMM
Total Entries:				19		

Enforcements By Category

11/04/13

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OCTOBER, 2013

LAWN MAINTENANCE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0711	117 S CHIPMAN ST	LETTER SENT	Resolved	10/03/13	10/23/13	N
ENF 13-0721	108 S OAK ST	LETTER SENT	Resolved	10/09/13	10/23/13	N
ENF 13-0729	744 WOODLAWN AV	LETTER SENT	Resolved	10/14/13	10/23/13	N
ENF 13-0752	804 CENTER ST	GAVE TO DPW	Resolved	10/21/13	10/28/13	VAC
ENF 13-0760	986 CORUNNA AV	LETTER SENT	Letter Sent	10/23/13		Y
ENF 13-0773	303 E RIDGE ST	LETTER SENT	Letter Sent	10/30/13		N
Total Entries:				6		

LIQUOR LICENSE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0725	317 S ELM ST STE 201	LETTER SENT	INSPECTION COMPLI	10/03/13		COMM
ENF 13-0726	300 E MAIN ST	REF TO RAU	Resolved	10/03/13	10/31/13	COMM
ENF 13-0727	212 W MAIN ST	REF TO RAU	REF TO RAU	10/03/13		COMM
ENF 13-0728	715 S CHIPMAN ST	REF TO RAU	REF TO RAU	10/03/13		COMM
ENF 13-0742	701 N WASHINGTON ST	REF TO RAU	Resolved	10/14/13	11/01/13	COMM
ENF 13-0743	109 CORUNNA AV	REF TO RAU	Resolved	10/14/13	11/01/13	COMM
ENF 13-0744	116 S WASHINGTON ST	REF TO RAU	Resolved	10/14/13	11/01/13	COMM
ENF 13-0745	519 S CHIPMAN ST	REF TO RAU	REF TO RAU	10/14/13		COMM
Total Entries:				8		

MISC VEHICLE VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0749	514 S PARK ST	VERBAL	Verbal Notice	10/18/13		Y
ENF 13-0755	725 N DEWEY ST	LETTER SENT	Letter Sent	10/21/13		N
ENF 13-0759	436 BRANDON ST	REF TO POLICE	REF TO POLICE	10/23/13		N
Total Entries:				3		

Enforcements By Category

11/04/13

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OCTOBER, 2013

MISC.

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0722	300 S CHIPMAN ST	REF TO POLICE	REF TO POLICE	10/10/13		Y
Total Entries:				1		

MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0740	717 E MASON ST	REF TO POLICE	Resolved	10/16/13	10/28/13	Y
Total Entries:				1		

RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0703	721 CORUNNA AV	REF TO RAU	REF TO RAU	10/01/13		Y
ENF 13-0709	1219 N WASHINGTON ST	REF TO RAU	Resolved	10/02/13	10/15/13	Y
ENF 13-0739	735 N HICKORY ST	VN SENT	Resolved	10/15/13	10/25/13	Y
ENF 13-0763	203 N SHIAWASSEE ST	REF TO RAU	REF TO RAU	10/24/13		Y
Total Entries:				4		

SIGN VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0734	702 E NORTH ST	REF TO RAU	No Violation	10/15/13	10/22/13	N
ENF 13-0735	1225 N GOULD ST	REF TO RAU	No Violation	10/15/13	10/22/13	N
ENF 13-0736	821 N GOULD ST	REF TO RAU	No Violation	10/15/13	10/22/13	N
ENF 13-0737	1313 N GOULD ST	LETTER SENT	Resolved	10/15/13	10/24/13	N
ENF 13-0738	316 E WILLIAMS ST	REF TO RAU	Resolved	10/15/13	10/15/13	N
Total Entries:				5		

VACANT PROPERTY REG

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
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Enforcements By Category

11/04/13

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OCTOBER, 2013

ENF 13-0714	1102 S SHIAWASSEE ST	10/01/13	VAC
ENF 13-0747	904 N DEWEY ST	10/18/13	VAC
ENF 13-0771	534 W STEWART ST	10/29/13	VAC
Total Entries:		3	

VISIBILITY

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0708	1021 S CHIPMAN ST	REF TO POLICE	REF TO POLICE	10/02/13		N
Total Entries:				1		

ZONING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 13-0719	1410 W STEWART ST	REF TO DPW. / MARLENE	Resolved	10/08/13	10/23/13	Y
ENF 13-0754	501 W MAIN ST	VN SENT	Resolved	10/21/13	10/24/13	COMM
ENF 13-0764	202 E OLIVER ST	LETTER SENT	Letter Sent	10/24/13		Y
Total Entries:				3		

Total Records: 73

Total Pages: 5

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: November 5, 2013
TO: Owosso City Council
FROM: Kevin Lenkart
RE: October 2013 Report

Attached are the statistics for the police department for October 2013. This report includes activity for the month of October 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 seven reported burning violations for October.

Field Contact By Reason Summary Report

Date Range: 10/01/2013 - 10/31/2013, Agency: OWPD

Reason for Contact	Count
911 Hang Up	14
Abandoned Vehicle	1
False Alarm Bank	1
False Alarm Commercial	16
False Alarm Residential	2
All Other Service Reports	15
Animal Complaints Other	25
Assist Ambulance	3
Assist To Other Dept	23
Assist Fire Dept	3
Attempt To Locate	16
Barking Dog	13
Burning Ordinance	7
Civil Dispute	14
Code Enforcement - Owosso	1
Disturbance	18
Fight / No Assault	2
Found Property	4
Gun Permit/register	41
Harrassment	11
Investigate Vehicle	1
Loud Music	9
Loud Party	2
Motorist Assist	4
Ordinance Violation	5
Parking Problem	50
Pawn Ticket	142
Peace Officer	10
Prowler	3
Reckless Driver	1
Road Hazard	4
Suspicious Person	23
Suspicious Situation	43

Reason for Contact	Count
Suspicious Vehicle	14
Prisoner Transport	1
Trouble With Kids	20
Trouble With Neighbor	7
Trouble With Subject	56
Trash Complaint	2
Phone Harassment	3
Unwanted Subject	6
Vacation Check On Home	5
Vehicle Inspection	2
Welfare Check	18
Wire Down	1
Work Traffic	181



Case Assignment/Clearance Report For October, 2013

Month, Year: 10, 2013

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
PART I OFFENSES					
ROBBERY	0	1	0	3	0 %
AGGRAVATED ASSAULT	2	0	21	17	80 %
BURGLARY	5	6	45	43	95 %
LARCENY	19	13	280	176	62 %
MOTOR VEHICLE THEFT	0	1	6	5	83 %
SIMPLE ASSAULT	8	6	81	56	69 %
ARSON	1	1	3	2	66 %
FORGERY & UTTERING	0	0	2	1	50 %
COUNTERFEITING	1	0	2	1	50 %
FRAUD	6	2	59	21	35 %
EMBEZZLEMENT	0	0	2	1	50 %
WEAPON CRIMES- CARRY, POSS,	0	2	4	4	100 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	0	1	12	8	66 %
NARCOTICS VOLIATIONS	6	7	56	33	58 %
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	1	0	3	0	0 %
SEX OFFENSES 2	0	0	13	8	61 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDNAPPING	0	0	0	0	0 %
BURGLARY RESIDENTIAL	1	0	26	4	15 %
BURGLARY COMMERCIAL	0	1	2	2	100 %
RESISTING/OBSTRUCTING	0	0	1	2	200 %
PART I OFFENSES	50	41	618	389	62 %
PART II OFFENSES					
PAROLE/PROBATION VIOLATION	0	0	6	6	100 %
NATURAL DEATH	2	1	21	10	47 %
RETAIL FRAUD	1	0	13	9	69 %
RUNAWAY	3	3	33	20	60 %
VIOLATION PPO/ COURT ORDER	0	0	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	1	4	3	75 %
TRAFFIC OFFENSES OTHER	5	4	51	19	37 %
CRIMINAL CASE OTHER	0	0	1	1	100 %
WARRANT ARREST	14	12	147	116	78 %
SUSPICIOUS CIRCUMSTANCES	1	2	35	27	77 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	3	2	56	42	75 %
DOMESTIC ASSAULT/SITUATION	15	9	149	87	58 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	12	10	93	81	87 %
RECOVERED PROPERTY	0	0	2	2	100 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	1	1	12	9	75 %
DOA	0	0	0	0	0 %
ANIMAL COMPLAINTS	4	3	42	26	61 %
MISSING PERSON	0	0	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	7	7	46	32	69 %
FIRES - NOT ARSON	0	0	3	4	133 %
LOST PROPERTY	0	0	2	2	100 %
NON-CRIMINAL CASE	28	21	158	113	71 %
CRIMES AGAINST FAMILY &	2	0	13	6	46 %
DRIVING WHILE IMPAIRED	3	4	38	40	105 %
LIQUOR LAW VIOLATIONS	2	0	40	11	27 %
DISORDERLY CONDUCT	3	0	44	29	65 %
OTHER CRIMES	17	14	205	132	64 %
IMPOUND / TOW FOLLOW-UP	0	0	6	3	50 %
FALSE ALARM	0	0	1	1	100 %
MOTOR VEHICLE CRASH	25	19	316	236	74 %
THREATS	0	0	3	3	100 %
PROPERTY CRIMES, POSS, SALE,	0	0	1	1	100 %
DAMAGE TO PROPERTY	11	8	141	91	64 %
PART II OFFENSES	159	121	1,699	1,177	69 %
Grand Totals:	209	162	2,317	1,566	67 %

OPEN FIRES - NO CITATION ISSUED

October 2013

CASE_ID	FCDATE	STREET	STREET
201306912	10/28/2013 18:55:00	516	N CLARK ST
201306554	10/10/2013 22:44:00	599	E MASON ST/N DEWEY ST
201306494	10/08/2013 12:17:00	816	S ALGER AVE
201306479	10/07/2013 17:58:00	1110	W MARY ST
201306511	10/09/2013 12:13:00	1311	W MACK ST
201306604	10/13/2013 11:57:00	751	S WOODLAWN AVE
201306500	10/08/2013 13:48:00	1165	N CHIPMAN ST



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

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

MEMORANDUM

DATE: November 6, 2013
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: October Fire Report

During the month of October 2013:

Fire Department responded to 166 Ambulance calls.

- 103 - were city residents
- 30 - were non-residents
- 33 - required no transport

- 40 - transfers
- 30 - were residents
- 10 - was non-residents

- 5 - in town transfers
- 3 - in-facility transports

Fire Department responded to 14 Fire calls.

- 1 - Unfounded report upon arrival
- 2 - False alarms
- 2 - Carbon Monoxide alarm
- 1 - Building fire
- 1 - Smoke detector
- 2 - Dispatched and cancelled while en route
- 1 - Smoke investigation
- 1 - Gas leak
- 1 - Cooking fire
- 1 - Fire (other)
- 1 - Fire (suspicious)

The Fire Department also completed the following:

- 32 Rental Inspections
- 20 Re-inspections

**Minutes
Regular Meeting of the Parks & Recreation Commission
Council Chambers, City Hall
October 28, 2013 – 6 p.m.**

The meeting was called to order at 6:02 p.m. by Chairman Espich.

Pledge of Allegiance: The Pledge of Allegiance was recited by all in attendance.

Roll Call was taken by Recording Secretary Marty Stinson.

Members Present: Chairman Michael Espich; Vice-Chairman Jeff Selbig; Commissioners Tim Alderman; Nikki Hathaway; and Kristen Woodbury.

Members Absent: None.

Others Present: Adam Zettel, Assistant City Manager and Director of Community Development.

Agenda for October 28, 2013 stands approved per Chairman Espich.

Approve Minutes from August 26 and September 23, 2013 meetings:

A motion to approve the minutes from the September 23, 2013 meeting was made by Commissioner Alderman and supported by Commissioner Selbig.

A motion to approve the minutes from the August 26, 2013 meeting with the addition that Paul Hood was in attendance was made by Commissioner Alderman and supported by Commissioner Hathaway.

Ayes: all. Motions carried.

Public Comments: None.

Communications:

1. Staff memorandum
2. August 26, 2013 minutes
3. September 23, 2013 minutes

Business:

1. Spray pad

Mr. Adam Zettel, Assistant City Manager and Director of Community Development, requested Mr. Acton to present an update, but he is out of town. The spray pad is installed, functional and has been winterized. It will open in the spring, 2014 and will have its final inspections from the state and county. Next month the board will review the park rules – especially those regarding the spray pad.

Chairman Espich asked if the splash pad was now a city expense. Mr. Zettel said that when it changes from installation to maintenance – sometime in the spring – then it will be the city's responsibility. We may need to add \$800 – 900 for the annual inspection.

2. Disc Golf

Commissioner Hathaway noted that she received news about the baskets – that a shipment came in and they are now available. The price is still locked in to the last quote. She is now ready to start up the

pursuit of funds again. Mr. Zettel said that he thought the cemetery was already approved, but the cemetery board is revisiting their liability concept and the city may assist in their conversation so there may be more discussion to come.

3. Bentley Park

Mr. Zettel mentioned that wood repairs, replacements, painting and fountain work will still be done. The trees are planted, bathrooms are operational and most of the painting is done. There is some ground work and seeding to be done in the spring. The sponsorship sign is up; and in general, the park looks good.

Chairman Espich stated Sherri Chavora said that Scarecrows in the Park was a positive event and she had planned to be here to report to the board.

Public / Board Comments:

Chairman Espich asked about the funding with the Foundation. Where do we proceed right now? There was a discussion about the financing and fundraising for the disc golf. Mr. Zettel explained problems with direct donations to the city regarding projects that are not entirely involved with city property such as the disc golf being on cemetery property and personal real estate. Chairman Espich talked about a possible "Friend of Parks" foundation.

Commissioner Hathaway spoke about a plunge for the parks for the beginning of funding for the "Friends of the Parks". Commissioner Selbig commented that if we have the "Friends" that the city many not budget for anything. Mr. Zettel noted that this board is not expected to do its own fundraising.

Chairman Espich asked if the "Friends" raised \$1,500 would the city match it. Mr. Zettel said that would be a council decision. Commissioner Alderman suggested that maybe an ad hoc group at another meeting could start this off. Mr. Zettel stated that Ron Baker is working with another group and might be able to help. The city would be supportive. The Friends of the Shiawassee River has been supportive to the city with their canoe launch.

Commissioner Hathaway asked if we were was still looking into a skating rink. Mr. Zettel said we're just leaving things open in case we get a donation for one or maybe a synthetic liner.

Commissioner Alderman asked about the man that wanted a fence near the Hopkins Lake Park and keeping trespassers off his property.

Adjournment:

A motion to adjourn the meeting was made by Commissioner Alderman and was supported by Commissioner Hathaway. The meeting adjourned at 6:48 p.m.

Ayes: all. Motion carried.

Adam Zettel, Secretary

mms

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
Council Chambers, City Hall
October 28, 2013 – 7:00 pm**

CALL TO ORDER: Meeting was called to order at 7:00 p.m. by Chairman William Wascher.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited by all in attendance.

ROLL CALL: Roll Call was taken by Recording Secretary Marty Stinson.

MEMBERS PRESENT: Chairman William Wascher; Vice-Chairman Frank Livingston; Commissioners David Bandkau, Tom Kurtz, Cindy Popovitch, Brent Smith, Thomas Taylor and Craig Weaver.

MEMBERS ABSENT: Commissioner Ron Schlaak.

OTHERS PRESENT: Adam Zettel, Assistant City Manager and Director of Community Development.

AGENDA APPROVAL:

MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER KURTZ TO APPROVE THE AGENDA FOR OCTOBER 28, 2013.

YEAS ALL. MOTION CARRIED.

MINUTES APPROVAL:

MOTION BY COMMISSIONER POPOVITCH, SUPPORTED BY COMMISSIONER LIVINGSTON TO APPROVE THE MINUTES OF THE MEETING OF SEPTEMBER 23, 2013.

YEAS ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff memorandum
2. PC minutes from September 23, 2013
3. Zoning review list & map
4. Workshop letter

COMMISSIONER / PUBLIC COMMENTS:

Commissioner Livingston asked about the Shell Station. Mr. Adam Zettel stated they are doing the 109 Corunna Avenue as a remodel with a four foot variance which was reviewed by the ZBA. With both of the Shell Station remodels they will make nice entry points.

Commissioner Popovitch is attending her last meeting and stated that she really enjoyed working on the Planning Commission. She wished the group well in their future efforts.

PUBLIC HEARING: NONE

SITE PLAN REVIEW: NONE

BUSINESS ITEMS:

1. Zoning Map Update Workshop

Mr. Zettel stated that the mailing that went out was mailed with a prior mailing list. Those were mailed a postcard notifying them of the error, but some on the list were correct and could have attended. Mr. Zettel didn't want to cancel this meeting just in case someone did show up. Mr. Zettel apologized to the board. The board decided to meet again on the regular meeting date of November 25 with another corrected mailing going out.

ADJOURNMENT:

MOTION BY COMMISSIONER KURTZ, SUPPORTED BY VICE-CHAIRMAN LIVINGSTON, TO ADJOURN AT 7:12 P.M.

YEAS ALL. MOTION CARRIED.

Cindy Popovitch, Secretary

mms

MINUTES
OWOSSO BROWNFIELD REDEVELOPMENT AUTHORITY
MEETING OF NOVEMBER 07, 2013

Meeting was called to order at 8:38 a.m. by Secretary/Treasurer David Vaughn in the absence of chairperson and vice-chairperson.

Roll Call:

Members Present: Loreen Bailey (left at 8:58 am), General Grant, Mark Erickson, Larry Cook, John Horvath, Secretary/Treasurer David Vaughn, Richard Williams.

Members Absent: Mike Bazelides, Chairman Tom Cook, Richard Williams

Others Present: Adam Zettel, Assistant City Manager and Director of Community Development; JP Buckingham, Tri Terra; Ryan J. Kincaid, Kincaid Henry Building Group, Inc.; Tom Kurtz, Vice President of Chamber of Commerce; Justin Horvath, Shiawassee Economic Development Partnership.

AGENDA:

It was moved by Authority Member Larry Cook and supported by Authority Member Erickson to approve the agenda for November 7, 2013 as presented with the addition of the election of Chairperson and Vice-Chairperson.

Yeas all. Motion passed.

MINUTES:

It was moved by Authority Member Erickson and supported by Authority Member Bailey to approve the minutes of the meeting from August 29, 2013.

Yeas all. Motion passed.

COMMUNICATIONS:

- 1) Resolutions
- 2) Staff memorandum
- 3) Regular meeting minutes of August 29, 2013
- 4) Brownfield notices
- 5) Brownfield Plan # 15
- 6) Draft agreements for plan # 15

PUBLIC COMMENTS: None

PUBLIC HEARING: Owosso Brownfield Redevelopment District # 15,
Armory Building, 201 & 215 N. Water St.

Mr. Adam Zettel, Assistant City Manager and Director of Community Development, stated this is a development that has been discussed for many years. The armory building is about 100 years old. It has long been talked about moving or demolishing the Chamber of Commerce building in front of the armory. It now appears we have the possibility to do that. The request today is to assist in an environmental remediation for about \$495,000 over 18 years. Mr. Zettel recommends the Authority approve this project.

Mr. JP Buckingham, Tri Terra, previously worked on the Lansing armory and said that the soil around the Owosso armory has glass and other items that will need to be removed. The armory has asbestos in the plaster and floor tiles which adds to the cost of remediation. There will need to be a new access door and the utilities will need to be moved.

Ryan Kincaid, Kincaid Henry Building Group, Inc., added that he worked on the Marshall Street Armory and won a governor's award for the work done there. The Owosso armory façade has

been maintained in great shape. When the chamber building is removed this will create a plaza space. This will have some seating. There are plans for a deck on the back space for building users. They have looked at other armories around the state. This is a hidden gem right on the river. Structurally the building is sound. We need to tackle the lead and asbestos abatement. The lower level will be used for offices, a kitchen, maybe a farmers market. The main level was which was used for troops and stage acts will be used for shared offices; the stage area for shared conference area. The upper balcony level will have extended glassed-in areas. The building will be decorated with military arts and colors.

8:57 am Authority Member Bailey left the meeting.

Mr. Justin Horvath, Shiawassee Economic Development Partnership, has had potential tenants approach him who are really excited about the spaces. Some don't have business spaces yet; some what to expand from current spaces. This will be offering entrepreneurial and incubator business opportunities. The chamber is taking the lead in this aspect.

Secretary/Treasurer Vaughn stated you are leaving out a big segment – the senior citizens – you have 12 steps to the first floor.

Mr. Kincaid said we can't mess up the front, but the overhead doors on the south side – we can take the grade down and that becomes a store front. That will have access to the elevator.

Mr. Tom Kurtz, Vice-Chairperson of the Chamber of Commerce, stated he will be chairperson of the Chamber during this construction and this project makes sense. The rent rates will be competitive with other buildings in the area.

Motion by Authority Member Grant, Supported by Authority Member Erickson:

WHEREAS, the Brownfield Redevelopment Authority (the "Authority") of the City of Owosso, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared and recommended for approval by the Authority a Brownfield Plan Amendment entitled District #15, "201 N. Water Street" (the "Plan"), pursuant to and in accordance with Section 13 of the Act; and

WHEREAS, the Authority has, at least ten (10) days but not more than forty (40) days before the meeting of the Authority at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the "Taxing Jurisdictions") about the fiscal and economic implications of the proposed Financing Plan, and the Authority has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13 (10) and 15 (1) of the Act; and

WHEREAS, the Authority has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;**
- B. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;**

- C. The proposed method of financing the costs of the eligible activities, as described in the Plan is feasible and the Authority has the ability to arrange the financing;**
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;**
- E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and**
- F. The square footage of the building is 30,000 square feet**
- G. Line item cost details are eligible expenses that serve a public good.**
- H. Local redevelopment area details are accurate.**

WHEREAS, as a result of its review of the Plan and upon consideration of their views and recommendations of the Taxing Jurisdictions, the Authority desires to proceed with approval of the Plan and to forward the Plan to the City Council of the City of Owosso for adoption.

NOW THEREFORE, BE IT RESOLVED THAT:

- 1. Plan Approved. Pursuant to the authority vested in the Authority by the Act, and pursuant to and in accordance with the provisions of Section 15 of the Act, the Amended Plan is hereby approved in the form considered by the Authority on November 7, 2013, and maintained on file in the office of the City Clerk.**
- 2. Severability. Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.**
- 3. Repeals. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.**

Yeas all.

ITEMS OF BUSINESS:

- 1) Election of Officers**

Mr. Vaughn resigned as Secretary/Treasurer.

Nominated were David Vaughn for Chairperson; John Horvath for Vice-Chairperson; General Grant for Secretary/Treasurer to serve through to the July 2014 annual meeting. Yeas all. Motions passed.

ADJOURNMENT:

Motion by Board Member Grant, supported by Board Member Erickson to adjourn the meeting at 9:18 a.m.

General Grant, Secretary/Treasurer

mms