

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, MARCH 20, 2017  
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 MARCH 6, 2017:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

1. Skate Park Project Approval & Grant Application. Conduct a public hearing to receive citizen comment regarding the proposal to construct a new skate park at Grove Holman Park and consider applying for a MDNR Recreation Passport Grant for said improvements.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

**CONSENT AGENDA**

1. Special Assessment District No. 2017-04. Authorize Resolution No. 2 setting a public hearing for Monday, April 3, 2017 for proposed Special Assessment District No. 2017-04 for Chipman Street from South Street to Stewart Street to receive citizen comment regarding the necessity of the proposed project to resurface the street.



2. Shiawassee River Water Trail – Memorandum of Understanding. Approve Memorandum of Understanding in support of the Shiawassee River Water Trail Coalition and its mission.
3. Recreation Passport Grant Acceptance – Curwood Castle Park. Accept award of a MDNR Recreation Passport Grant in the amount of \$45,000.00 for renovation of Curwood Castle Park.
4. Donation Acceptance – Owosso Public Safety Explorer Post # 417. Accept donation of \$309.69 from the account of disbanded Owosso Public Safety Explorer Post # 417 for the purchase of fire safety items for area youth.
5. Curwood Festival Permission. Authorize application from the Curwood Festival for use of various parking lots and streets from May 30, 2017 at 8:00 a.m. through June 5, 2017 at 6:00 a.m. for conduct of the annual Curwood Festival and further authorize Traffic Control Order No. 1367 formalizing the action.
6. Bid Award - Sale of Used Ambulance. Approve bid award to Zach Lessner for the purchase of one 2003 Ford Ambulance, VIN# 1FDXE45F33HA06333, in the amount of \$2,175.00.
7. Change Order No. 2 - Former Eastside Cleaners Vapor Barrier Installation Contract. Approve Change Order No. 2 to the Former Eastside Cleaners Vapor Barrier Installation Contract with TSP Services, Inc. dba TSP Environmental for additional utility penetration seals for the future Qdoba site in the amount of \$3,175.00, and approve payment up to the contract amount including Change Order No. 2.
8. Change Order No. 1 to Addendum No. 1- Sanitary Sewer Cleaning Services Contract. Authorize Change Order No. 1 to Addendum No. 1 to the Sanitary Sewer Cleaning Services Contract with Safeway Transport, Inc. for additional services required to clean, televise, and PACP coding of storm sewer mains in the vicinity of upcoming street projects in the amount of \$28,600.00 and further authorize payment to the contractor up to the amount of Addendum No. 1, including Change Order No. 1, upon satisfactory completion of the work or portion thereof.
9. Warrant No. 540. Authorize Warrant No. 540 as follows:

Vendor	Description	Fund	Amount
Logicalis, Inc.	Network engineering for February 2017	General/ Water/ Sewer	\$ 6,272.00
William C. Brown, P.C.	Professional services- January 10, 2017 – February 13, 2017	General	\$ 6,531.20

10. Check Register – February 2017. Affirm check disbursements totaling \$2,553,082.33 for February 2017.

### **ITEMS OF BUSINESS**

1. Lot Split Authorization - 1610 Frederick Street. Consider authorization of the division of a City lot under Michigan Subdivision Control Act for platted lot at 1610 Frederick Street.
2. Bid Award – Automatic Meter Reading System. Approve bid award to Aclara Technologies LLC for the purchase of equipment, installation of equipment and software, and programming & integration of a fixed network administrator automatic meter reading system.



## **COMMUNICATIONS**

1. Donald D. Crawford, City Manager. Joann Tilson issue update.
2. J. Mahoney, Historical Commission. Letter of Resignation.
3. N. Bradley Hissong, Building Official. February 2017 Building Department Report.
4. N. Bradley Hissong Building Official. February 2017 Code Violations Report.
5. Kevin D. Lenkart, Public Safety Director. February 2017 Police Report.
6. Kevin D. Lenkart, Public Safety Director. February 2017 Fire Report.
7. Downtown Development Authority/Main Street. Minutes of March 1, 2017.
8. Parks & Recreation Commission. Minutes of March 7, 2017.

## **CITIZEN COMMENTS AND QUESTIONS**

## **NEXT MEETING**

Monday, April 03, 2017

## **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals - term expires June 30, 2019  
Building Board of Appeals – Alternate - term expires June 30, 2018  
Historical Commission – 2 terms expiring December 31, 2019  
Parks & Recreation Commission – 2 terms expiring June 30, 2017  
Parks & Recreation Commission – term expires June 30, 2018

## **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, calling, or emailing the following: Owosso City Clerk's Office, 301 West Main Street, Owosso, MI 48867; Phone: (989) 725-0500; Email: [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us). The City of Owosso Website address is [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us).



**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF MARCH 6, 2017  
7:30 P.M.**

**PRESIDING OFFICER:** MAYOR CHRISTOPHER T. EVELETH

**OPENING PRAYER:** COUNCILMEMBER BURTON D. FOX

**PLEDGE OF ALLEGIANCE:** PUBLIC SAFETY DIRECTOR KEVIN D. LENKART

**PRESENT:** Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Loreen F. Bailey, Burton D. Fox, Elaine M. Greenway, and Daniel A. Law.

**ABSENT:** Councilmember Robert J. Teich, Jr.

**APPROVE AGENDA**

Motion by Councilmember Fox to approve the agenda with the following changes:

Remove Consent 1. Special Assessment District No. 2017-04.

Move Consent 5. Professional Services Agreement, to Item of Business 3.

Move Consent 7. Franchise Agreement Renewal, to Item of Business 4.

Motion supported by Mayor Pro-Tem Osika and concurred in by unanimous vote.

City Clerk Amy K. Kirkland reminded the group of the appointment of Nick Seabasty.

Motion by Councilmember Bailey to add the following item to the Consent Agenda:

9. Boards & Commissions Appointment.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 21, 2017**

Motion by Councilmember Bailey to approve the Minutes of the Regular Meeting of February 21, 2017 as presented.

Motion supported by Mayor Pro-Tem Osika and concurred in by unanimous vote.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

**Swearing In Ceremony - Fire Department Employees.** Friends and family joined Mayor Eveleth and Public Safety Director Lenkart in a ceremony to swear in the City's newest firefighter/paramedics: Scott Fletcher and LJ Knight.

**PUBLIC HEARINGS**

None.



## **CITIZEN COMMENTS AND QUESTIONS**

Joann Tilson asked for reimbursement of her late mother's sewer bill for the 6.5 years she was in Pleasant View.

County Commission Dan McMaster provided an update on happenings at the County including the purchase of new air conditioning units and completion of zoning regulations for windmills. Mayor Pro-Tem Osika inquired whether any grant funding will be utilized for the new 911 center. It was indicated the project will be funded by 911 reserves and proceeds from the 911 millage. Councilmember Fox inquired about the fencing that will be used at the new 911 center. It was noted the fencing was being donated by the Sheriff's Office.

Councilmember Fox indicated he had attended the recent conference on marijuana regulations and found it interesting. He said he gained some good ideas to put in front of Council.

Councilmember Bailey indicated she had attended Pat Vaughn's funeral over the weekend. She said Mrs. Vaughn had been an amazing resource and a wonderful advocate for the community during her lifetime.

Mayor Pro-Tem Osika thanked Public Safety Director Lenkart for participating in a recent law enforcement panel.

Mayor Eveleth noted that the five mayors in Shiawassee County had gotten together recently to get to know one another. Future get-togethers are planned and opportunities for cooperation will be explored.

Public Services Director Chinavare addressed Mrs. Tilson's request, noting that he had spoken with her previously and that while he felt her request was reasonable there were no guidelines in the current policy allowing dismissal of the bill. It was suggested City Council make a decision on the matter.

Motion by Councilmember Fox to request proper documentation from Mrs. Tilson and place the item on the next agenda for consideration.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Bailey, Fox, Mayor Pro-Tem Osika, Councilmembers Greenway Law, and Mayor Eveleth.

NAYS: None.

ABSENT: Councilmember Teich.

## **CITY MANAGER REPORT**

City Manager Donald D. Crawford detailed the latest Project Status Report for the Council.

## **CONSENT AGENDA**

Motion by Councilmember Bailey to approve the Consent Agenda as follows:

**Special Assessment District No. 2017-04.** (This item was removed from the agenda.)



**Rescind Authorized Public Agency Designation.** Rescind the City's designation as an Authorized Public Agency as defined by the Soil Erosion and Sedimentation Control Act as follows:

**RESOLUTION NO. 22-2017**

**RESCINDING THE CITY'S DESIGNATION  
AS AN AUTHORIZED PUBLIC AGENCY  
OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY'S  
SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM**

WHEREAS, Part 91, Soil Erosion and Sedimentation Control (Part 91), of the Natural Resources and Environmental Protection Act provides for the control of soil erosion and protects adjacent properties and the waters of the state from sedimentation; and

WHEREAS, Part 91 generally requires a permit for any earth change activity which disturbs one or more acres of land or which is within 500 feet of a lake or stream; and

WHEREAS, on October 19, 1981 the City Council approved a resolution entitled "City Designated Authorized Public Agency – Soil Erosion" making formal application to the Michigan Department of Natural Resources seeking designation as an Authorized Public Agency enabling City crews to undertake earth change activities without first having to obtain soil erosion and sedimentation control permits from the county; and

WHEREAS, the City was officially designated an Authorized Public Agency under Part 91 on January 7, 1982; and

WHEREAS, the City now seeks removal of the designation as it has repealed its soil erosion and sedimentation control program via Ordinance No. 777 and no longer possesses the qualifications to remain an Authorized Public Agency under the terms of Part 91.

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

FIRST: the City relinquishes its title as an Authorized Public Agency under Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, as of the effective date of Ordinance No. 777.

**Donation Acceptance – New Roof for Paymaster Building.** Authorize resolution accepting donation of and appreciation for a new roof for Woodard Paymaster Building from Weather Vane Roofing as detailed:

**RESOLUTION NO. 23-2017**

**ACCEPTANCE AND APPRECIATION FOR DONATED ROOF  
AT CITY OWNED WOODARD PAYMASTER BUILDING**

WHEREAS, the city of Owosso owns and uses a historic building known as the Woodard Paymaster Building; and

WHEREAS, the city council may receive on behalf of the city any grant, devise, bequest, donation, gift or assignment of money, bonds or chooses in action, or of any property, real or personal, and accept the same, so that the right and title to the same shall pass to the city; and

WHEREAS, Weather Vane Roofing has offered to provide all materials and will install a new roof on this historic building; and



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

NOW THEREFORE BE IT RESOLVED THAT the Owosso City Council hereby accepts donation of materials and services to install a roof on the historic Woodard Paymaster Building and expresses appreciation to Weather Vane Roofing for this donation to the city.

**Emergency Purchase Authorization – Sludge Grinder.** Authorize emergency purchase of one refurbished sludge grinder for the WWTP from JWC Environmental utilizing the Cutter Cartridge Exchange Program in the amount of \$9,325.00 and further authorize payment to the vendor upon satisfactory delivery of the equipment as follows:

**RESOLUTION NO. 24-2017**

**AUTHORIZING EMERGENCY PURCHASE  
FROM JWC ENVIRONMENTAL  
FOR ONE REFURBISHED SLUDGE GRINDER  
FOR USE AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for the replacement of a sludge grinder for the sludge thickening treatment process, and

WHEREAS, the existing sludge grinder is near failure due to wear and it has been determined that immediate replacement with original equipment manufacturer (OEM) replacement parts is required to restore full capacity. The OEM, JWC Environmental, has provided pricing and availability of a refurbished sludge grinder at a cost of \$9,325.00 utilizing its Cutter Cartridge Replacement Program, and

WHEREAS, the City Public Services and Utilities Director has reviewed the necessity of replacement and the pricing provided from JWC Environmental, and has verified the replacement parts needed to restore the sludge thickener to full capacity, and recommends authorizing JWC Environmental to provide the required sludge grinder in an amount not to exceed \$9,325.00.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with JWC Environmental of Santa Ana, California for the purchase of one refurbished sludge grinder for use at the Wastewater Treatment Plant utilizing the Cutter Cartridge Exchange Program.

SECOND: The accounts payable department is authorized to submit payment to JWC Environmental in an amount not to exceed \$9,325.00 upon delivery of the required component.

THIRD: The above expenses shall be paid from account no. 599-901-977.000.

**Professional Services Agreement – 2017 Street Program Engineering Services.** (This item was moved to Items of Business.)

**Contract Authorization – Electrical Work at Curwood Castle.** Waive competitive bidding requirements and authorize a contract with Ludington Electric for work to upgrade the lighting at Curwood Castle in an amount not to exceed \$7,000.00 and further authorize payment up to the contract amount upon satisfactory completion of the work or portion thereof as detailed:



## RESOLUTION NO. 25-2017

### **AUTHORIZING THE ELECTRICAL REWIRING OF THE GREAT ROOM; THE CHANDELIERS IN THE GREAT ROOM; AND FIRST FLOOR TURRET AT CURWOOD CASTLE; AND PLACEMENT OF INTERIOR ART LIGHTS**

WHEREAS, the electrical wiring in Curwood Castle Writing and Conservation Studio Museum in the Great Room and first floor turret dates back to the 1950's and needs to be replaced and upgraded, and

WHEREAS, the electrical wiring in the two great room chandeliers and the first floor turret chandelier dates to the 1950's and needs to be replaced and upgraded, and

WHEREAS, the Historical Commission, on behalf of the City of Owosso, is currently managing the restoration process of the paintings at the Castle and has voted to install professional art lights to showcase these paintings as well as to professionally light future exhibitions, and

WHEREAS, Ludington Electric has submitted a proposal in the amount of \$6,500 for art lights, rewiring of the chandeliers and installation of new electrical wiring of the great room and 1<sup>st</sup> floor turret and an extension of the chandelier in the 1<sup>st</sup> floor turret to accommodate art lights, with an additional allowance of \$500 for unknown circumstances or hidden obstacles that might arise in changing the wiring, some of which dates to 1923, and

WHEREAS, The Owosso Historical Commission would like to use Ludington Electric and waive the normal bidding process due to the fact that they have an extensive working knowledge of the unique property that is Curwood Castle, and

WHEREAS, In the past, historic preservation had been considered a luxury practice, but in recent years, research of the economic and public benefits have proven that it is a powerful tool in sustaining local economies, creating jobs, and generating capital. The aesthetic, cultural and historical benefits of preservation are well known, but now communities like Owosso are fully realizing the overwhelming positive economic effects.

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 waive the normal bidding process due to the fact that Ludington Electric has an extensive working knowledge of the unique property that is Curwood Castle.

SECOND: The City of Owosso has theretofore determined that it is advisable and in the public interest to allow the Owosso Historical Commission to contract with Ludington Electric to initiate and complete electrical work at the Curwood Castle – Writing and Conservation Studio Museum, detailed above, in an amount not to exceed \$7,000.00.

THIRD: The Accounts Payable Department is authorized to submit payment to Ludington Electric up to the not to exceed amount upon satisfactory completion of the work or portion thereof.

FOURTH: The above expenses shall be paid from the Castle Maintenance account.

**Franchise Agreement Renewal – Charter Communications.** (This item was moved to Items of Business.)



**Warrant No. 539.** Authorize Warrant No. 539 as follows:

Vendor	Description	Fund	Amount
Waste Management	Landfill charges- February 1, 2017 – February 15, 2017	Streets/ WWTP	\$ 5,983.82
Safebuilt, Inc.	Building department services- February 2017	General	\$12,893.33

**Boards & Commissions Appointment.** (This item was added to the agenda.) Approve appointment of Nick Seabasty to the Parks & Recreation Commission for a term expiring June 30, 2018.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmember Greenway, Mayor Pro-Tem Osika, Councilmembers Law, Fox, Bailey, and Mayor Eveleth.

NAYS: None.

ABSENT: Councilmember Teich.

### **ITEMS OF BUSINESS**

#### **Set Public Hearing – Skate Park Grant**

City Manager Crawford indicated that due to recent changes to the skate park plan initiated by the Parks & Recreation Commission the grant application was not ready for a public hearing. He also cautioned the Council that the City would be taking a risk submitting the grant application as the Commission has asked the City to pledge the \$50,000 that is needed to complete the funding package for the park. The Parks & Recreation Commission is planning to raise \$50,000 in the coming months negating the need for the City's funds, but should the Commission be unable to reach its goal the City will have to pay to complete the project or return the money, which may reflect negatively on future grant applications.

Parks & Recreation Commission members Michael Espich and Randy Woodworth were on hand for the discussion and responded to the City Manager's comments saying they were working to complete the plans and felt they could have the budget in place for the hearing, but the architectural drawings would not be ready. They also indicated that there are plans in place to raise money via crowd funding and a Mr. Owosso campaign and that some money had already been pledged. Both gentlemen expressed frustration that the process for planning the skate park had taken so long and asked that the Council give them a chance to bring the project to fruition.

Motion by Councilmember Fox to set a public hearing for Monday, March 20, 2017 to receive citizen comment regarding the proposed grant application for the skate park.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Law, Fox, Mayor Pro-Tem Osika, Councilmembers Bailey, Greenway, and Mayor Eveleth.

NAYS: None.

ABSENT: Councilmember Teich.



## **Pole Usage Presentation**

City Manager Crawford gave a presentation addressing requests for use of the City's utility poles and right of ways and the level of local control in such situations. He indicated that current federal regulations, adopted approximately two years ago, have placed handcuffs on local jurisdictions by prohibiting nearly all restrictions on the installation of poles. Despite these difficulties the City needs to address the issue within the next 60 days as several companies have already indicated a desire to place poles in the City.

The meeting was recessed from 8:56 p.m. until 9:05 p.m.

## **Professional Services Agreement – 2017 Street Program Engineering Services**

Mayor Pro-Tem Osika indicated she requested the item be pulled from the Consent Agenda because of the large discrepancy between the bids. Utilities Director Glenn M. Chinavare said the gap caught the eye of staff as well but after the bids were examined it was clear that Fleis & Vandenbrink presented the best value and was not simply coming in low to win the bid. He said the company plans on doubling up on responsibilities in the field and performing their own testing leading to a large savings for their clients. He went on to say that the firm has a good reputation and he has worked with them many times over the years.

Motion by Mayor Pro-Tem Osika to approve a professional services agreement with Fleis & Vandenbrink, Inc. for design engineering and construction administration services related to the 2017 Street Program in an amount not to exceed \$120,500.00 and authorize payment up to the contract amount as terms of the contract are fulfilled as detailed below:

### **RESOLUTION NO. 26-2017"**

"

#### **RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT" FOR PROFESSIONAL ENGINEERING SERVICES WITH" FLEIS & VANDENBRINK, INC." FOR THE 2017 STREET RESURFACING PROJECTS"**

"

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is considering the necessary resurfacing of various streets as outlined within its RFP for professional engineering services; and "

"

WHEREAS, this project requires the services of a professional engineering firm; and"

"

WHEREAS, the City sought proposals from its QBS list of firms to perform such work; and "

"

WHEREAS, Fleis & Vandenbrink, Inc. is selected as the most qualified firm to perform such work and offers to complete full design and construction administration services of said project in return for compensation in an amount not to exceed of \$120,500.00.

"

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 employ the firm of Fleis & Vandenbrink, Inc. to provide professional engineering services for the 2017 Street Resurfacing Projects."

"

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Addendum No. 3 to an Agreement for Professional Engineering Services between the City of Owosso, Michigan and Fleis & Vandenbrink, Inc. "

"

THIRD: The Accounts Payable department is authorized to make payment up to the amount of \$120,500.00 to Fleis & Vandenbrink, Inc. upon successful completion of stated work."



FOURTH: The above expenses shall be paid from the Major Street Construction, Acct No. 202-451-881.000 (\$79,800.00) and Water Mains & Hydrants, Acct No. 591-901-972.000 (\$40,700.00) and other funds as appropriated."

Motion supported by Councilmember Fox.

Roll Call Vote.

AYES: Councilmembers Bailey, Greenway, Law, Mayor Pro-Tem Osika, Councilmember Fox, and Mayor Eveleth.

NAYS: None.

ABSENT: Councilmember Teich.

### **Franchise Agreement Renewal – Charter Communications**

Councilmember Fox indicated he had pulled this item from the Consent Agenda to discuss the idea of removing the 3% franchise fee. He questioned whether they should continue charging the fee as the cost is passed on to customers and the City no longer operates its cable access channels. City Manager Crawford said the fee the City receives from Charter is just like every other franchise fee the City collects; they are fees for use of the City's right-of-ways. Mayor Eveleth noted that he didn't love the fee but he didn't want to take \$115,000 from the budget.

Councilmember Law inquired whether the City could invite other cable companies to come to town to increase the choices available. City Attorney William C. Brown indicated that the City had tried to solicit new cable companies in the past but no one responded to the invitation.

Motion by Mayor Pro-Tem Osika to authorize the following resolution setting franchise fees and renewing the Uniform Video Service Local Franchise Agreement with Charter Communications.

### **RESOLUTION NO. 27-2017**

#### **RENEWAL OF UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH CHARTER COMMUNICATIONS**

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 February 16, 2017, the clerk of the City of Owosso received a Uniform Video Service Local Franchise Agreement renewal ("Agreement") from Charter Communications; and

WHEREAS, staff has determined the application is complete; and

WHEREAS, since the time the current franchise agreement was approved the City has ceased operation of its two cable access channels but reserves the right to renew usage of the channels according to the terms of the Act; and

WHEREAS, the Owosso City Council has reviewed the video service provider franchise fee, and the fee to support public, educational and governmental channels, and is prepared to designate the city officials to sign the Agreement.

NOW, THEREFORE, BE IT RESOLVED 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.



BE IT FURTHER RESOLVED 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.

BE IT FURTHER RESOLVED that the video service provider shall provide not less than two public, educational and governmental channels at no charge to the City of Owosso should the City or its authorized representative request use of the channels as provided in the Act.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and instructed to sign the agreement on behalf of the City.

BE IT FURTHER RESOLVED 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 Councilmember Law.

Roll Call Vote.

AYES: Councilmembers Fox, Bailey, Law, Mayor Pro-Tem Osika, Councilmember Greenway, and Mayor Eveleth.

NAYS: None.

ABSENT: Councilmember Teich.

### **COMMUNICATIONS**

Nick Tereck, Historical Commission. Letter of Resignation.  
Downtown Development Authority/Main Street. Minutes of February 1, 2017.  
Historical Commission. Minutes of January 9, 2017.  
Parks & Recreation Commission. Minutes of January 10, 2017.  
Historical Commission. Minutes of February 20, 2017.

### **CITIZEN COMMENTS AND QUESTIONS**

County Commissioner McMaster noted for the Council the target completion date for the new 911 center is January 1<sup>st</sup>.

Councilmember Greenway said she like the new wayfinding signs.

### **NEXT MEETING**

Monday, March 20, 2017

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals - term expires June 30, 2019  
Building Board of Appeals – Alternate - term expires June 30, 2018  
Historical Commission – term expires December 31, 2019  
Parks & Recreation Commission – 2 terms expiring June 30, 2017  
Parks & Recreation Commission – term expires June 30, 2018



**ADJOURNMENT**

Motion by Councilmember Bailey for adjournment at 9:25 p.m.

Motion supported by Mayor Pro-Tem Osika and concurred in by unanimous vote.

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Christopher T. Eveleth, Mayor

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Amy K. Kirkland, City Clerk





## MEMORANDUM

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

**DATE:** March 14, 2017

**TO:** Mayor Eveleth and the Owosso City Council

**FROM:** Donald Crawford  
City Manager

**SUBJECT:** Consider approval to seek a Michigan Department of Natural Resources 2017 Recreation Passport Grant Application

### RECOMMENDATION:

Consider applying for a grant from the MDNR as outlined below.

### BACKGROUND:

The MDNR has grant programs available to the city to offset the \$150,000 cost of a new skate park. Fundraising results geared specifically for the skate park have raised \$25,917 for this project. The parks and recreation commission is requesting permission to apply for a \$74,083 grant through the MDNR. The city must provide a match of at least 25%, which it currently has.

A conceptual design is attached that was provided from Spohn Ranch that has been broken into two phases. Bryan Marks, owner of Great Lakes Fusion, believes the same park can be built for \$150,000. The attached letter from Mr. Marks shows phase 1 will cost \$100,000 to build.

### FISCAL IMPACTS:

The city must commit to pay for the work and obtain MDNR reimbursement up to \$75,000. The city would be responsible for the balance if the grant is awarded over and above any money raised by the parks and recreation commission.



**RESOLUTION NO.**

**TO SEEK A RECREATION PASSPORT GRANT  
THROUGH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the Owosso Skate Park is currently located on the corner of Allendale and Gould Street; and

WHEREAS, the park's structures have exceeded their useful life, and regular maintenance cannot effectively address some of the facility's shortcomings; and

WHEREAS, the city of Owosso intends to relocate the skate park to Grove Holman Park, a city owned park within the city of Owosso; and

WHEREAS, the new skate park will provide a recreation space for skaters that is more centrally located as well as increase accessibility; and

WHEREAS, the city of Owosso Parks and Recreation Commission have held several public meetings to engage local youth, skaters and bikers regarding design alternatives and park relocation; and

WHEREAS, the city of Owosso Parks and Recreation Commission has held fundraising events over the last two years for the skate park; and

WHEREAS the city of Owosso city council is publicly and financially committed to carrying out the improvements for a new skate park located at Grove Holman Park; and

WHEREAS, the State of Michigan Department of Natural Resources is accepting Recreation Passport Grant applications for its 2017 funding year for amounts up to \$75,000 for the purpose of "providing public outdoor recreation opportunities and infrastructure to support public outdoor recreation activity".

NOW, THEREFORE, BE IT RESOLVED that the city of Owosso city council commits to funding the capital rehabilitation funding proposal below and further directs staff to complete and submit an application for the 2017 Recreation Passport Grant Program through the Michigan Department of Natural Resources (MDNR).

<b>Grove Holman Skate Park Grant</b>	
Contributor	Contribution
Local Donations – GoFundMe Account	\$3,136
Fund-raising – Previous Polar Plunges	\$22,781
<b>Total Local Match</b>	<b>\$25,917</b>
<b>Grant Request</b>	<b>\$74,083</b>
<b>Total Project Cost</b>	<b>\$100,000</b>



The following 25 pages  
are a copy of the grant  
application.

**Michigan Recreation Passport Grant Program 2017**

**Organization: City of Owosso - Shiawassee**

**RP17-0031**

**Section A: Applicant Site and Project Information: Grove Holman**

<b>*Name of Applicant</b> (Government Unit) City of Owosso - Shiawassee			<b>*Federal ID Number</b> 38-6004723	<b>*County</b> Shiawassee County
<b>*Name of Authorized Representative</b> Susan Montenegro			<b>*Title</b> Asst. City Manager / Dir. of Com. Dev.	
<b>*Address</b> 301 W. Main Street City Hall			<b>*Telephone</b> 989-725-0544  <b>Fax</b> (989) 725-0526	
<b>*City</b> Owosso	<b>*State</b> MI	<b>*ZIP</b> 48867	<b>*E-mail</b> susan.montenegro@ci.owosso.mi.us	
<b>*State House District</b> District 85		<b>*State Senate District</b> District 22	<b>*U.S. Congress District</b> District 4	
<b>*Proposal Title</b> (Not to exceed 60 characters) Grove Holman Skate Park				

**\*Proposal Description**

The Owosso Parks and Recreation Commission plans to build a new skate park facility at Grove Holman Park. A local company, Great Lakes Fusion, Inc., has stated it can construct a concrete skate park for \$150,000, including material and labor. A conceptual design, previously obtained from Sphoen Ranch, will be used as a template for this park. The Owosso Parks and Recreation commission, as well as the Owosso City Council, has determined the project will be split into two phases to reduce initial costs and maximize potential grant dollars. The cost for phase one is \$100,000. The Owosso Parks and Recreation Commission will do fundraising over the coming year to pay for phase two of the design.

<b>*Address of Site</b> 1225 Walnut Street	<b>*City, Village or Township of Site</b> Owosso	<b>*Zip</b> 48867
<b>*County in which Site is located</b> Shiawassee	<b>*Town, Range and Section Numbers of Site Location</b> <i>Letters must be upper-case:</i> <i>(examples: T02N, R13E, 22)</i> (Town)T07N (Range)R02E (Section)13	<b>*Latitude/Longitude at park entrance</b> 42.985567 -84.179270
<b>*Park Name</b> Grove Holman		



**Michigan Recreation Passport Grant Program 2017**  
**Organization: City of Owosso - Shiawassee**  
**Section B: Project Funding and Explanation of Match Sources**

**RP17-0031**

**SOURCES OF MATCHING FUNDS**

**PROJECT COST AMOUNTS**

\*Grant amount requested (round to the nearest hundred dollars) \$74,100.00

**Total Match (Must be at least 25% of total project cost)** \$25,900.00

**Total Project Cost** (Must equal the total estimated cost on Section D1 Project Details page) \$100,000.00

Percentage of match commitment (**Must be at least 25% of total project cost**) 25%

Value of any Land Repurposed to Recreation as Part of the Project (2xSEV)

a) General Funds or Local Restricted Funds (Applicant's own cash) \$25,900.00

b) Force Account Labor/Materials (Applicant's own paid labor or materials)

c) Federal or State Funds

*You have entered a value for item c). Please provide the information below for each federal or state program from which matching funds will be provided.*

*(1) Program Name	*Administering Agency	
*Contact Name for Administering Agency	*Telephone	*Amount

\*Type of Funds

Grant funds awarded

*Date grant funds approved*

Grant funds applied for, not yet approved

*Estimated approval date*

Appropriated funds

*Date appropriated*

Other, explain

\*Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

\*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Check to add program information for additional State or Federal funds that will be used as Match.



**Michigan Recreation Passport Grant Program 2017**  
**Organization: City of Owosso - Shiawassee**  
**Section B: Project Funding and Explanation of Match Sources**

**RP17-0031**

(2) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

*Date grant funds approved*

Grant funds applied for, not yet approved

*Estimated approval date*

Appropriated funds

*Date appropriated*

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Check to add program information for additional State or Federal funds that will be used as Match.

(3) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

*Date grant funds approved*

Grant funds applied for, not yet approved

*Estimated approval date*

Appropriated funds

*Date appropriated*

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No



**Michigan Recreation Passport Grant Program 2017**  
**Organization: City of Owosso - Shiawassee**  
**Section B: Project Funding and Explanation of Match Sources**

RP17-0031

d) Cash Donations

You have entered a value for item d). **Please list the individual sources and the amounts to be donated below.**

<b>SOURCE</b>	<b>AMOUNT</b>
*	
<b>Total</b>	
	<b>\$0</b>

\* Is a letter of intent from each donor included with the application?  
 Yes No

e) Donated Labor and/or Materials

You have entered a value for item e). Please include each item to be donated, the source, dollar value, and how the dollar value was determined.

<b>ITEM</b>	<b>SOURCE</b>	<b>DOLLAR VALUE</b>	<b>VALUATION METHOD</b>
*			
<b>Total</b>		<b>\$0</b>	

\* Is a letter of intent from each donor included with application?  
 Yes No



# Michigan Recreation Passport Grant Program 2017

Organization: City of Owosso - Shiawassee

RP17-0031

## Section C: Project Details

\* **Applicant's current control of the site:**

✓ Fee Simple

Lease

Easement

### Project Cost Estimate Table

List the specific development scope items (play equipment, parking lot paving, landscaping) rather than aspects of project execution (materials, labor, equipment, site clearing). Do not include ineligible items such as engineering costs beyond 15% of the subtotal and contingencies. Facilities must be designed to be in compliance with the 2010 Americans with Disabilities Act Standards for Accessible Design.

<u>SCOPE ITEM</u>	<u>IS SCOPE ITEM OF UNIVERSAL DESIGN?</u>	<u>QUANTITY</u>	<u>TOTAL ESTIMATED COST</u>
Skate Park	No ✓ Yes	1	\$100,000.00

Other: No Yes

**Do not list the aspects of project execution, such as labor, construction equipment, contingency or raw materials.**

#### Permit Fees

#### Subtotal

\$100,000.00

**Engineering** (These fees may not exceed 15% of subtotal)

**Total Estimated Cost** (Much equal Total Project Cost amount on Section B page)

**\$100,000.00**

- What is the expected life of the facilities constructed as part of the project?  
(Please note: Program requires commitment of minimum 20 years if no enclosed structure and 40 years with enclosed structure). 30 years
- If you are submitting multiple applications, what is the priority for this application?  
(1 = highest) 1
- Is unimpeded access to the project site secured through ownership or easement or lease of term no less than the length of time that control of the project site is secured? No ✓ Yes
- Will the project be used for the viewing of professional or semi-professional arts, athletics or intercollegiate or interscholastic sports? ✓ No Yes  
If yes, what percentage of normal operating hours will be used in this capacity? %



**Michigan Recreation Passport Grant Program 2017**

**Organization: City of Owosso - Shiawassee**

**RP17-0031**

**Section C: Project Details**

- 5) Will fees be charged at the park? ✓ No Yes  
If yes, what will be the fees for residents?  
What will be the fees for non-residents?
- 6) Has applicant received DNR recreation grant(s) in the past? No ✓ Yes
- 7) Is there an entrance sign identifying the site as a public recreation site open to all users? ✓ No Yes
- 8) Has applicant closed, sold, or transferred any parkland or recreation facilities in the past 5 years? ✓ No Yes
- 9) Does applicant have a "residents only" policy for this park or other parks or recreation facilities? ✓ No Yes

**If 'Yes' was selected for any of the questions, please explain here:**

The city of Owosso owns the park entirely, which is roughly 5.8 acres in size.

The city of Owosso has received the following grants in the past:

TF89-046 for Heritage Park/Curwood in the amount of \$80,000;

TF96-242 for Hopkins Lake Park Expansion in the amount of \$32,000;

CM99-396 for Harmon Patridge Park Updates in the amount of \$84,000;

RP11-431 for Bentley Park Renovation in the amount of \$29,300;

RP16-0089 for Curwood Castle Park Renovation in the amount of \$45,000.



Michigan Recreation Passport Grant Program 2017

Organization: City of Owosso - Shiawassee

RP17-0031

Section D: Site Conditions

	<u>NO</u>	<u>YES</u>	<u>UNKNOWN</u>
*1) Does the applicant, landowner, or others have knowledge that any portion of the property is or has been used for industrial purposes, including manufacturing and/or minerals' processing or extraction (sand, gravel, oil, or gas) at this time or in the past?	✓		
*2) Does the applicant, landowner, or others have knowledge that any portion of the property is currently being used or has been used in the past for a gas station, motor vehicle service or repair facility, commercial printing facility, dry cleaners, photo developing lab, junkyard, landfill, waste treatment, storage, processing or recycling or disposal facility?	✓		
*3) Does the applicant, landowner, or others have knowledge that any of the following are or have in the past been stored, discarded, or used on the property – automotive or industrial batteries, pesticides or other chemicals used in agricultural practices, paints, industrial waste, or other chemicals in drums or other containers?	✓		
*4) Does the applicant, landowner, or others have knowledge that fill dirt or other fill material of unknown origin is on this property or has in the past been placed on the property?	✓		
*5) Does the applicant, landowner, or others have knowledge of any evidence of leaks, spills, or stains from a substance other than water at this time or in the past?	✓		
*6) Does the applicant, landowner, or others have knowledge that there are or have in the past been waste disposal pits, lagoons, or ponds on the property?	✓		
*7) Does the applicant, landowner, or others have knowledge that there are at this time or have in the past been registered or unregistered storage tanks on the property?	✓		
*8) Does the applicant, landowner, or others have knowledge that contaminated groundwater lies below the property?	✓		
*9) If there is a water well on the property, does the applicant, landowner, or others have knowledge that contaminants have been identified in the well that exceeded legal standards or has the well been identified as contaminated by a government agency?	✓		
*10) Has the landowner been notified about any current violations of environmental laws pertaining to activities on the property or does applicant, landowner, or others have knowledge about past violations?	✓		



**Michigan Recreation Passport Grant Program 2017****Organization: City of Owosso - Shiawassee****RP17-0031****Section D: Site Conditions**

- \*11) Has the landowner been notified of any environmental assessments of the property that identified a) the presence of hazardous substances, petroleum products, or contamination; or b) the need for further assessment? ✓
- \*12) Does the applicant, landowner, or others have knowledge that any hazardous substances, unidentified waste materials, tires, or automotive or industrial batteries have been dumped above ground, buried, or burned on the property? ✓
- \*13) Is the property listed on any federal or state list of contaminated sites, including the site of a leaking underground storage tank? ✓
- \*14) Does the applicant, landowner, or others have knowledge that any of the adjoining properties are currently being used or have been used in the past for the purposes listed in the previous questions 1-13? ✓
- \*15) Has an environmental assessment been completed for the site?  
If yes, provide the most current. ✓
- \*16) Is this proposed project part of the Iron Belle Trail (Governor's Showcase Trail)? ✓
- \*17) Are permits required for the development of the site?  
If yes, please complete the following table: ✓

TYPE OF PERMIT	PERMITTING AGENCY	EFFORTS TAKEN TO OBTAIN PERMIT OR DETERMINING PERMIT REQUIREMENTS
Building permit	City of Owosso	require signed, sealed architectural drawings to be submitted

**If 'Yes' or 'Unknown' was selected for any of the questions on this page, please explain here:**



Application Narrative

**1. Need for the Project:**

Owosso has only one Skate Park located at the corner of Gould and Allendale streets and is in the flood plain . The current materials used are metal ramps and set on asphalt. The equipment is rusted, causing skateboards to stick and sinking into the asphalt, making it hazardous to use. City council approved moving the skate park to Grove Holman Park at the site of the old pool, which was removed. The new skate park will be made of concrete with various elements such as a bowl, grinding box, and rails. Local skaters and bikers have been actively involved in the design process for the new skate park. A major problem with the site where it is currently located is the age of the structures and lack of resources needed to improve this park. Additional problems present themselves during heavy rains or wet periods during the year, often flooding the park and making a large portion of it unusable due to the park being located in the flood plain. Currently, skaters use downtown sidewalks, benches, and flowerbeds for skating since the existing skate park is located in an area that is hard to access on foot, is unsafe and uninviting. Skating in the downtown is dangerous for pedestrians, shoppers, business owners, and workers that use the sidewalks.

The lack of accessibility of the current skate park location keeps many skaters and bikers from using the site. Moving the skate park and updating its features is vital in providing an active outlet for youth in Owosso. Grove Holman Park is located on the south end of town and is completely accessible by sidewalks and will address connectivity issues.

**2. Site Quality:**

The proposed project will be built at an existing, city owned park, also known as Grove Holman Park. Grove Holman was previously the home of the city owned pool, which was demolished and removed in 2012. The old pool house building is still standing, although it is not currently used, and contains bathroom structures that can be renovated and re-purposed in the future. A suggested use after future renovation is to use this as a warming center during the winter months.

Grove Holman Park is almost six acres and also contains a sledding hill that is quite active during the winter months. Grove Holman Park is the perfect place to build a new skate park.

The proposed project involves building a new concrete skate park with a bowl , grinding box, rails and other skate elements. Benches will be placed strategically within the skate structure that will serve both seating and skating purposes. Six-foot wide sidewalks will provide connectivity from the parking lot to the structure. Existing lighting around the perimeter of the previous pool site will provide lighting and help deter vandalism.

**3. Project Quality:**

An exciting part about Grove Holman Park is it is not located in the flood plain, which is a huge advantage over the current skate park location. Parking is available at the proposed site as well as sidewalks that connect the park to the rest of Owosso. Another bonus is the former pool house building that already has bathrooms which can be renovated in the future for use. Offering a warming area/building once these future renovations are completed will totally transform a park that is dormant throughout most of the year into a thriving and active place all year.

**4. Applicant History:**

Owosso strives to maintain its park facilities, even with limited resources. Most of the parks in Owosso are open seven days a week from dawn until dusk, with exceptions for special events. Bentley Park is open until 11 pm seven days a week to accommodate basketball in the summer months and ice hockey in the winter. City crews mow the parks twice a week during the summer months and provide snow removal during the winter. The total maintenance budget for parks was \$189,850.



## Michigan Recreation Passport Grant Program 2017

Organization: City of Owosso - Shiawassee

RP17-0031

### Required Attachments

All location maps, site development plans, boundary maps, and other graphic information must be clear, legible, detailed, and appropriately labeled. Grants Management staff use these materials to help evaluate your application and to find and evaluate many of the sites. We must also photocopy many of the graphic materials in black-and-white; be sure that what you submit will photocopy legibly. **Please do not submit aerial photographs for location maps, site development plans, or boundary maps.**

### REQUIRED CONTENT FOR RECREATION PASSPORT APPLICATIONS

\* **Site Development Plan:**

[https://secure1.state.mi.us/mirgs/\\_Upload/48787-SpohnRanch-HolmanParkDesign2.jpg](https://secure1.state.mi.us/mirgs/_Upload/48787-SpohnRanch-HolmanParkDesign2.jpg)

[https://secure1.state.mi.us/mirgs/\\_Upload/48787\\_2-SpohnRanch-HolmanParkDesign.jpg](https://secure1.state.mi.us/mirgs/_Upload/48787_2-SpohnRanch-HolmanParkDesign.jpg)

\* **Project Location Map(s)**(no aerial maps):

[https://secure1.state.mi.us/mirgs/\\_Upload/48787-GroveHolmanlocationmap.pdf](https://secure1.state.mi.us/mirgs/_Upload/48787-GroveHolmanlocationmap.pdf)

\* **Boundary Map(s) delineating the legal boundaries of the park site(s) outlined in red; show easements in green:**

[https://secure1.state.mi.us/mirgs/\\_Upload/48787-BoundaryMap.pdf](https://secure1.state.mi.us/mirgs/_Upload/48787-BoundaryMap.pdf)

[https://secure1.state.mi.us/mirgs/\\_Upload/48787\\_2-LegalDescrip.docx](https://secure1.state.mi.us/mirgs/_Upload/48787_2-LegalDescrip.docx)

\* **Certified Resolution** from the governing body:

\* **Site Photographs** of the site where the facilities will be developed:

[https://secure1.state.mi.us/mirgs/\\_Upload/48787-Grove-site.docx](https://secure1.state.mi.us/mirgs/_Upload/48787-Grove-site.docx)

[https://secure1.state.mi.us/mirgs/\\_Upload/48787\\_2-Currentphotos.docx](https://secure1.state.mi.us/mirgs/_Upload/48787_2-Currentphotos.docx)

\* **Documentation of local match sources**, letters of commitment for match sources:

[https://secure1.state.mi.us/mirgs/\\_Upload/48787-citymatchcommittmentletter.pdf](https://secure1.state.mi.us/mirgs/_Upload/48787-citymatchcommittmentletter.pdf)

\* **Site Control Form and Deed** (commitment letter to transfer property, for development projects)

[https://secure1.state.mi.us/mirgs/\\_Upload/48787-Form1956-1.pdf](https://secure1.state.mi.us/mirgs/_Upload/48787-Form1956-1.pdf)

### ADDITIONAL INFORMATION FOR RECREATION PASSPORT APPLICATIONS:

#### Universal Design Documentation:

**Preliminary floor plans** if the development is to include the construction of new facilities or structures:

[https://secure1.state.mi.us/mirgs/\\_Upload/48787-HolmanSkateParkPhased.jpg](https://secure1.state.mi.us/mirgs/_Upload/48787-HolmanSkateParkPhased.jpg)

[https://secure1.state.mi.us/mirgs/\\_Upload/48787\\_2-GLF-EstimateOwossoSkatePark.pdf](https://secure1.state.mi.us/mirgs/_Upload/48787_2-GLF-EstimateOwossoSkatePark.pdf)

#### Letter for Universal Design (If applicable)



**Michigan Recreation Passport Grant Program 2017**

**Organization: City of Owosso - Shiawassee**

**RP17-0031**

**Required Attachments**

**Letter(s) of commitment and support for the project:**

**Correspondence regarding regulatory permitting issues, if applicable:**

**Expert documentation, to support the project:**

**Enviromental Report** *if applicable based on Site Conditions Property Checklist in Section D of the application form :*

**Current Annual Capital Improvement Plan** - if the applicant does not have a 5-year recreation plan:

**Collaboration Attachments**





OWOSSO  
SKATEPARK  
CITY OF OWOSSO, MI

SKATEPARK DESIGN BY  
SPOHN RANCH  
BIRMINGHAM, AL



OWOSSO  
SKATEPARK  
CITY OF OWOSSO, MI

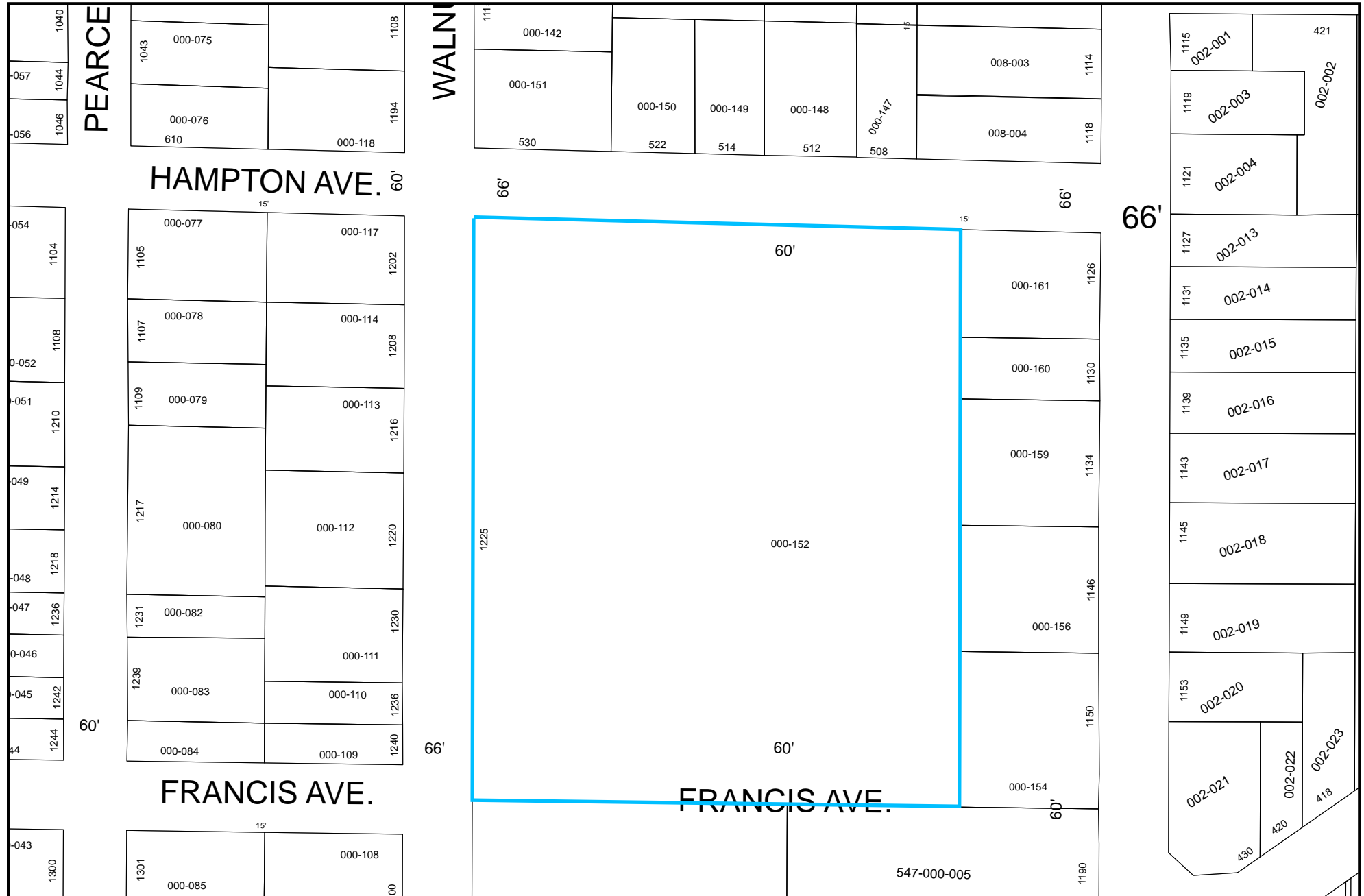
SKATEPARK DESIGN BY  
SPOHN RANCH  
© COPYRIGHT 2014





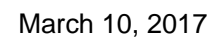
# City of Owosso

## Grove Holman Park





## BOUNDARY MAP





**GROVE HOLMAN PARK**

1225 Walnut Street

Parcel 050-270-000-152-00

**LEGAL DESCRIPTION**

LOTS 214 THRU 252 GRAND VIEW ADD INCLUDING CLSD ADJ STREETS AND ALLEYS



**CURRENT SKATE PARK  
IN OWOSSO**









**GROVE HOLMAN PARK  
SKATE PARK SITE**











301 WEST MAIN STREET • OWOSSO, MICHIGAN 48867-2958

March 20, 2017

Grants Management  
Michigan Department of Natural Resources  
P.O. Box 30425  
Lansing, MI 48909-7925

To Whom It May Concern:

The city of Owosso has determined that the facility known as Grove Holman Park, located 1225 Walnut Street in the city, will be the future home of the new skate park facility. The current skate park, located at the corner of Allendale and Gould Streets in Owosso, is in serious disrepair. The metal structures within this park used for skating are rusted and have sunk into the asphalt and thus prove to be hazardous to use.

On March 20, 2017, by Resolution #\_\_\_\_-2017, the city council of the city of Owosso committed to funding the capital rehabilitation of this park facility and outlined additional funding sources in this document.

This letter is to advise those concerned that staff have been instructed to submit application the Michigan Department of Natural Resources for a Recreation Passport Grant as a matching source of funding in this capital improvement project.

Sincerely,

Donald D. Crawford,  
City Manager



**DOCUMENTATION OF SITE CONTROL FOR  
RECREATION PASSPORT GRANT PROGRAM  
GRANT APPLICATIONS**

*This information is requested by authority of Part 19 of Act 451 of 1994, to be considered for a Recreation Passport Grant Program grant.*

**1. SITE DESCRIPTION:** Describe the project site (all areas to be developed) below and attach a legal description:  
1225 Walnut Street - LOTS 214 THRU 252 GRAND VIEW ADD INCLUDING CLSD ADJ STREETS AND ALLEYS

**2. SITE CONTROL:** Indicate the type of control the applicant has over the site. Refer to the Recreation Passport Grant Program application guidelines booklet for guidance on control requirements for grant applications. If there is more than one type of control or multiple leases or easements covering the project area, please provide a separate form for each lease or easement included in the project area.

TYPE OF CONTROL	PORTION OF SITE	DOCUMENTATION ATTACHED
<b>Fee Simple Title</b> <input checked="" type="checkbox"/> <b>Current</b> <input type="checkbox"/> <b>Proposed</b>	<input checked="" type="checkbox"/> Entire Site <input type="checkbox"/> That portion of the site described below and as highlighted on a boundary map submitted with your application	<input type="checkbox"/> For proposed fee simple title, a written commitment signed by landowner and the applicant to transfer ownership to applicant by a specific date <input type="checkbox"/> Other: _____ <input checked="" type="checkbox"/> Boundary Map <input checked="" type="checkbox"/> Include Copy of the Deed
<b>Less than Fee Simple Title</b> <input type="checkbox"/> <b>Current</b> <input type="checkbox"/> <b>Proposed</b>	<input type="checkbox"/> Entire Site <input type="checkbox"/> That portion of the site described below and as highlighted on a boundary map submitted with your application	<input type="checkbox"/> For proposed less than fee simple title, a written commitment signed by landowner and the applicant to transfer ownership to applicant by a specific date <input type="checkbox"/> Other: _____
<b>Lease</b> <input type="checkbox"/> <b>Current</b> <input type="checkbox"/> <b>Proposed</b>	<input type="checkbox"/> Entire Site <input type="checkbox"/> That portion of the site described below and as highlighted on a boundary map submitted with your application	<input type="checkbox"/> Copy of Current Lease <input type="checkbox"/> Copy of Draft Lease <input type="checkbox"/> Written commitment signed by landowner and applicant to enter into an unconditional lease for a specified timeframe <input type="checkbox"/> Other: _____
<b>Easement</b>	<input type="checkbox"/> Entire Site <input type="checkbox"/> That portion of the site described below and as highlighted on a boundary map submitted with your application	<input type="checkbox"/> Copy of Current Easement <input type="checkbox"/> Copy of Draft Easement <input type="checkbox"/> Written commitment signed by landowner and applicant to grant an unconditional easement <input type="checkbox"/> Other: _____

**3. LIMITATIONS, CONDITIONS OR ENCUMBRANCES:**

a) For property owned or to be owned by the applicant, describe all easements or encumbrances.

n/a

b) For property to be controlled through other methods, describe any conditions or limitations in current or proposed leases, easements or use agreements, including restrictions on the applicant's use of the site or the rights to be reserved by the landowner, that may in any way impact the applicant's ability to complete the project in a timely manner and provide for public recreational use in perpetuity:

n/a

☒ No limitations, conditions or encumbrances

**4. CERTIFICATION:** (For projects on property owned in fee simple by the applicant, the form must be signed by the applicant's attorney or another local unit official capable of certifying that the information provided is accurate. For leases, easements or other less than simple control, the form must be signed by the applicant's attorney).

*I hereby certify that the information provided above and attached is accurate to the best of my knowledge.  
I understand that site control is an application eligibility requirement and an evaluation factor.*

Name (printed)

Title

Signature

Date

P

Attorney's License Number



OWOSSO  
SKATEPARK  
CITY OF OWOSSO, MI

SKATEPARK DESIGN BY  
SPOHN RANCH  
BIRMINGHAM, AL







Monday, March 13, 2017

To the City of Owosso Parks & Recreation Committee

Dear Commissioners,

After thoughtful review of the Owosso Skate Park concept drawing that was provided to us and attached hereto, we at Great Lakes Fusion are confident that we would be able to construct this concrete park. Furthermore, we are convinced the cost to complete said construction should not exceed \$150,000 for material and labor. We recommend splitting the project into two (2) phases as depicted in the attached layout.

The approximate cost break downs for the Phase 1 project would be:

Survey & Drawings - \$17,000 (includes both phases)

Site Work - \$8,000

Material - \$25,000

Labor - \$40,000

Contingency - \$10,000

These numbers are for budgeting only and may fluctuate slightly. However, as stated earlier, we are convinced the cost to complete said construction should not exceed \$150,000 for material and labor. We are grateful for the opportunity to serve the great city of Owosso and look forward to making this concept a reality for our youth today and for decades to come.

Thank you,

A handwritten signature in black ink, appearing to read "Bryan K. Marks".

Bryan K. Marks

Owner

Great Lakes Fusion, LLC



**2016-17 BUDGET FOR PARKS**

101-756-702.200	WAGES	\$	56,000
101-756-703.000	OTHER COMPENSATION	\$	1,350
101-756-716.000	FRINGES	\$	46,500
101-756-728.000	OPERATING SUPPLIES	\$	3,000
101-756-818.000	CONTRACTUAL SERVICES	\$	6,000
101-756-820.100	ELECTRICITY	\$	12,000
101-756-820.400	WATER & SEWER	\$	5,000
101-756-820.500	REFUSE	\$	1,000
101-756-831.000	BUILDING MAINTENANCE	\$	-
101-756-831.200	BLDG MAINTENANCE-BALLFIELDS	\$	-
101-756-836.200	TREES & GARDEN	\$	1,000
101-756-836.200	EMEMERSON GROVE TREE PLANTING	\$	-
101-756-843.000	EQUIPMENT RENTAL	\$	58,000
101-756-971.000	LAND	\$	-
101-756-974.000	LAND IMPROVEMENTS	\$	-
101-756-974.000	BNSYSTEM IMPROVEMENTS	\$	-
Totals for dept. 756-PARKS		\$	189,850





## MEMORANDUM

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

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DATE: March 13, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Chipman Street Resurfacing – Special Assessment Resolution No 2

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. Chipman Street, from South Street to Stewart Street, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its January 3, 2017 meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Tonight, City Council is asked to act upon Resolution No. 2 for the proposed improvement.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.



Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be considering Resolution No. 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution No. 2 for the following district:

**Chipman Street, Public Street, from South Street to Stewart Street**



**Special Assessment Resolution No. 2 for Chipman Street**

Special Assessment District No. 2017-04

**Chipman Street, Public Street, from South Street to Stewart Street**

**RESOLUTION NO.**

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

**Chipman Street, Public Street, from South Street to Stewart Street; Resurfacing**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$872,595.00 and determines that \$156,181.77 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$716,413.23 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, April 3, 2017 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Chipman Street, Public Street, from South Street to Stewart Street**

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



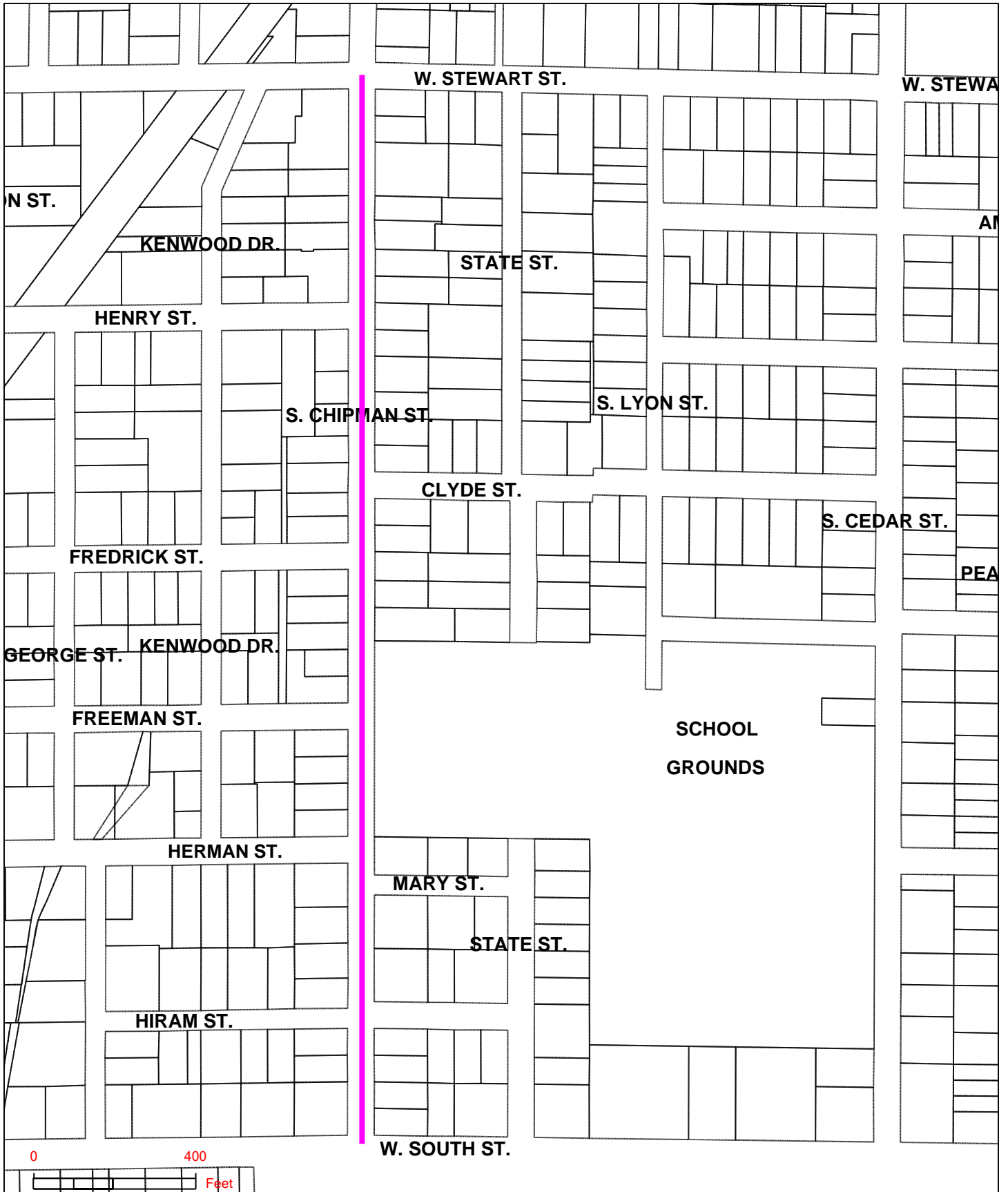
The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, April 3, 2017 for the purpose of hearing any person to be affected by the proposed public improvement.



# OWOSSO







3/17/2017

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PO Box 402  
Owosso, MI 48867

(989) 723-9062  
info@ShiawasseeRiver.org  
ShiawasseeRiver.org

*Friends of the Shiawassee  
River is a 501(c)(3)  
nonprofit organization.*

Owosso City Council,

The Friends of the Shiawassee River requests the City of Owosso join the Shiawassee Water Trail Coalition as a step towards the designation of a national water trail. Part of our mission is to promote the responsible recreational use of the Shiawassee River, and we appreciate the ability to partner with several local governments and other organizations to make our primary aquatic resource a recreational asset.

The signing of the accompanying Memorandum of Understanding (MOU) will make the City of Owosso an active participant in the development of a 111 mile water trail stretching from Holly to Chesaning. The MOU carries with it no financial obligation or loss of local autonomy, nor does it impede on any private property rights within the City. Being a part of the Coalition does offer the City the opportunity to share ideas, combine resources, and jointly promote—and benefit from—a national water trail.

The designation of the Shiawassee River as a national water trail elevates the river to the status of another city park, in Owosso's example, that is ready-made for outdoor recreation, principally paddling, exercise, nature viewing and fishing. The significant quality of life upgrade to the City will also benefit the community economically. The Coalition will make a regional marketing effort possible that will reach users throughout Michigan and the Midwest; we expect economic development from visitor and tourist expenditures in the community.

The agreement outlined in the MOU is a "soft" partnership of both public and private bodies. Any financial commitments of funds or in-kind services would be strictly voluntary. There is no authority in the makeup of the MOU to impose financial requirements on participants.

The participation of the City of Owosso in the endeavor outlined in the MOU will be a valuable statement of support for the development and preservation of the Shiawassee River as a natural and recreational resource. We thank you for your leadership and consideration in this matter.

Tom Cook

President, Friends of the Shiawassee



## **RESOLUTION NO.**

### **RESOLUTION OF SUPPORT FOR THE SHIAWASSEE RIVER WATER TRAIL COALITION**

WHEREAS, the Shiawassee River Water Trail Coalition is a partnership of advocates and stakeholders whose mission is to improve and promote public use of the Shiawassee River as a valuable resource for low impact recreation and tourism and to support and enhance river conservation and stewardship; and

WHEREAS, the Coalition seeks to utilize the collective and cooperative energy of its membership the support goals that further their mission including:

- Promoting and improving river related recreation, public access sites and user experiences
- Informing and educating the public on topics related to river health, safety, and Leave No Trace Principles
- Supporting local and regional efforts to increase water based recreation and tourism
- Enhancing partnerships among water trail landowners and managers
- Preserving and protecting river resources for future generations
- Increasing connections between communities, public lands, and land trails
- Securing the long-term sustainability of the water trail
- Maintaining access sites
- Managing woody debris to support fish populations and allow for recreational access with minimal impact; and

WHEREAS, the Coalition is committed to its objectives, but in this time of economic scarcity recognizes that local governments have limited resources and asks only that they serve to the best of their ability, dependent upon policies, budgets, and agency procedures.

NOW, THEREFORE BE IT RESOLVED, that the City of Owosso is committed to the continued improvement and promotion of public use of the Shiawassee River as a valuable resource for low impact recreation and tourism and to support and enhance river conservation and stewardship through the Shiawassee River Water Trail Coalition.



# **Memorandum of Understanding Shiawassee River Water Trail Coalition**

**Feb. 21, 2017**

## **Parties to the agreement are:**

The Shiawassee River Water Trail Coalition, referenced hereinafter as the “Coalition”  
(Includes public and private organizations)  
The Coalition members are listed on the attached signature page.

## **Purpose:**

This agreement formalizes the relationship between members of the Coalition and allows the Coalition to speak with one voice for the mutually agreed-upon goals set forth below.

**Water Trail Definition:** A Water Trail is a stretch of river, or other waterway, that has been mapped, and contains facilities that enable access, campsites, and informational resources. The intent of a Water Trail is to create educational, scenic, and environmentally rewarding opportunities for canoeists and kayakers traveling on the waterway.

## **Mission Statement for the Coalition**

The Mission of the Coalition is to improve and promote public use of the water trail as a valuable resource for low impact recreation and tourism and to support and enhance river conservation and stewardship.

## **History of the Coalition**

The Coalition began in 2016 with support from organizations, such as the Friends of the Shiawassee, Headwaters Trails, Inc., City of Linden, and Keepers of the Shiawassee which are dedicated to improve conservation, education, and recreation opportunities along the Shiawassee River. They received assistance from the National Park Service – Rivers, Trails, and Conservation Assistance Program, The University of Michigan Flint, and the Saginaw Bay Watershed Initiative Network to create a Shiawassee River water trail plan, develop public information to promote paddling recreation and apply for National Water Trail Designation.

## **Shiawassee River Water Trail Vision**

*In the year 2027, the Shiawassee River flowing from Holly to Chesaning, is a superlative water trail recognized in the Great Lakes Region as a destination for paddling and eco-tourism. The water trail provides a wide variety of paddling experiences and accommodates people of all skills and abilities. It provides close to home outdoor recreation opportunities and ties into the region’s Saginaw Bay Water Trails and non-motorized trail systems.*

*The communities along the river consider it to be an important asset and integral part of their community. People can easily access the river and trail users are enticed to explore the heritage, businesses and services that the towns and villages along the trail offer. Visitors are attracted to the water trail and the many events and programs that celebrate the River’s natural and cultural heritage.*



*The Shiawassee River's water quality, fisheries, and wildlife habitat continue to improve through increased public and private landowner stewardship and the efforts of local conservation organizations. Increased River recreation is creating greater awareness and stewardship of the river's natural resources and users practice Leave No Trace principles.*

### **Goals for the Shiawassee River Water Trail:**

- Promote and improve river related recreation, public access sites and user experiences
- Inform and educate the public on topics related to river health, safety, and Leave No Trace Principles
- Support local and regional efforts to increase water based recreation and tourism
- Enhance partnerships among water trail landowners and managers
- Preserve and protect river resources for future generations
- Increase connections between communities, public lands, and land trails
- Secure long-term sustainability of the water trail
- Maintain access sites
- Manage woody debris to support fish populations and allow for recreational access with minimal impact

### **Coalition Objectives**

Our goal is to use the collective and cooperative energy of the Coalition to support projects that further our mission. The Coalition is committed to the following objectives, to the best of each member's ability, dependent upon policies, budgets, and agency procedures.

- Coordinate and cooperate amongst Coalition organizations to further the mission of the Coalition and vision for the Shiawassee River Water Trail.
- Offer mutual support and guidance on specific on-going projects.
- Investigate opportunities for increasing funding of conservation, restoration, and low impact recreation projects and improvements on the Shiawassee River.
- Increase community awareness of the recreational and environmental value of a healthy Shiawassee River.
- Encourage development of new canoe and kayak launches where gaps exist along the river and at facilities that are slated for improvements or renovations.
- Provide public information on the Shiawassee River Water Trail through partner websites, promotional and educational materials.
- Promote the Shiawassee River Water Trail as a valuable resource for low impact recreation, education, stewardship, and tourism.
- Encourage safe boating skills and outdoor ethics
- While the focus of the Coalition is to promote low impact recreation, the intent of this MOU is not to impede motorized use, or advocate for excluding motorized use on any section of the water trail.

### **Benefits**

The Coalition agrees that the ability to achieve common and related goals can be enhanced significantly by working collaboratively to support projects that further our mission.

The Coalition agrees that each individual project that fits within the mission of this Coalition benefits all the communities along the river.



## **Responsibilities**

The Coalition agrees to:

- Work together to respect and honor private property along the Shiawassee River Water Trail.
- Promote and inform Shiawassee River Water Trail users regarding the responsible use and respect of private properties, public lands, and all water trail facilities.
- Manage and maintain public access and launch site facilities within their jurisdiction.
- Cooperate to develop and distribute outreach, interpretive, and educational materials, tools and programs that enhance, enrich and or promote the Shiawassee River Water Trail.
- Appoint a minimum of one representative to act as a member to the Coalition and attend each meeting, averaging two meetings per year. Meetings may be attended in person, or can be attended by telephone or by any telecommunication method available to the Coalition.

## **Decision Making Process**

Actions in support of specific projects will be made during regularly scheduled meetings.

The Coalition will strive to make all decisions at meetings by consensus of the members at the meeting. If a consensus cannot be achieved, then the members attending the meeting may decide to vote on the action by majority vote. A quorum of more than 50% percent of voting members present is required for any decision of the Coalition. Each Coalition member is encouraged to have multiple representatives attend the meetings; however, each Partner only has one vote.

## **Modification, Termination and Other Conditions**

This MOU is neither a fiscal nor funds obligation document. Any endeavor involving funds between Coalition members will be made in accordance with applicable laws, regulations and procedures. Such endeavors, if any, will be outlined in separate agreements.

Coalition members will be notified in writing of any proposed changes to the MOU at least 30 days prior to the vote. This MOU may be modified through the decision making process for this MOU. In such case, all agreeing partners will re-sign the MOU.

Any partner may terminate its involvement in the Coalition at any time by providing written notice to the facilitator of the water trail group. Any additional members may be approved by utilizing the decision making process in the MOU. New members may be added without the then-current Coalition members re-signing the MOU. The full list of Partners to the MOU will be kept by the Shiawassee River Water Trail Coalition facilitator, currently the Friends of the Shiawassee River.

This MOU becomes effective when signed by the signatory Coalition member and remains in effect until modified or terminated.



Signature & Title

Community/Organization

Date

Signature & Title

Community/Organization

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## MEMORANDUM

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

**DATE:** March 16, 2017

**TO:** Mayor Eveleth and the Owosso City Council

**FROM:** Susan Montenegro  
Asst. City Manager/Community Development Director

**SUBJECT:** Accepting a \$45,000 Michigan Department of Natural Resources 2016 Recreation Passport Grant RP16-0089 for the renovation of Curwood Castle Park

### RECOMMENDATION:

Accept the 2016 Recreation Passport Grant from the Michigan Department of Natural Resources in the amount of \$45,000 for the renovation of Curwood Castle Park.

### BACKGROUND:

Staff applied for a 2016 Recreation Passport Grant through the Michigan Department of Natural Resources in April of 2016 and was the city awarded a grant in December of 2016.

### FISCAL IMPACTS:

The city is responsible for \$23,500 in matching funds. Any overages for the project will be the responsibility of the city to pay.



**RESOLUTION NO.**

**ACCEPTING A RECREATION PASSPORT GRANT  
FROM THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
FOR RENOVATION OF CURWOOD CASTLE PARK**

WHEREAS, in April of 2016 the city of Owosso applied for a Michigan Department of Natural Resources Recreation Passport Grant to assist in the renovation of Curwood Castle Park; and

WHEREAS, the city of Owosso was awarded a \$45,000.00 grant in December 2016 based on said application.

NOW THEREFORE BE IT RESOLVED, that the city of Owosso, Michigan, does hereby accept the terms of the Agreement for RP16-0089 Curwood Castle Park Renovation as received from the Michigan Department of Natural Resources (Department), and that the city of Owosso does hereby specifically agree, but not by way of limitation, as follows:

- FIRST: to appropriate all funds necessary to complete the project during the project period and to provide twenty-five thousand three hundred (\$25,300) dollars to match the grant authorized by the Department.
- SECOND: to maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
- THIRD: to construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
- FOURTH: to regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
- FIFTH: to comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.



Michigan Department of Natural Resources - Grants Management

**MICHIGAN RECREATION PASSPORT GRANT PROGRAM**

**DEVELOPMENT PROJECT AGREEMENT**

**Project Number: RP16-0089**

**Project Title: Curwood Castle Park Renovation**

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **City of Owosso - Shiawassee IN THE COUNTY OF Shiawassee County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Director of the Department to receive a grant. In 268 of 2016, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by 04/18/2017.

- [illegible]



**Thousand Three Hundred (\$70,300.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Forty-Five Thousand (\$45,000.00) dollars**.

- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Sixty-Five (65%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RPGP sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Twenty-Five Thousand Three Hundred (\$25,300.00) dollars** in local match. This sum represents **Thirty-Five (35%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. All projects with a total project cost of \$15,000 or greater shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee



project construction.

- ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).
  - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
  - vii. Bury all new telephone and electrical wiring within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of 20 years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in



admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
  - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. To erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. A sign will be provided by the DEPARTMENT. Any replacement sign(s) will be at the expense of the GRANTEE.
  - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2017 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to



request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, reimbursement should be submitted for entire amount at completion of the project.

- c. Submit a complete request for final reimbursement within 90 days of project completion and no later than 6/30/2019. If the GRANTEE fails to submit a complete final request for reimbursement by 6/30/2019, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
  11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
  12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
  13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
    - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
    - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
  14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project



facilities included in this Agreement.

15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
  - a. The GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant



to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;or
  - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with



companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the RPGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of



grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).
36. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned both copies together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and



b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the \_\_\_\_\_  
(date)

\_\_\_\_\_ meeting of the \_\_\_\_\_  
(special or regular) (name of approving body)

**GRANTEE**

SIGNED

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Grantee's Federal ID#

38-6004723

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED

By \_\_\_\_\_

Title: Manager, Grants Management

Date \_\_\_\_\_



SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

“RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$\_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# OWOSSO PUBLIC SAFETY

F k t g e v q t " q h ' R w d r l e " U c h g v { "  
M g x l p ' N g p m t v '

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

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**RESOLUTION NO.**

**RESOLUTION REQUESTING CITY COUNCIL APPROVE THE DONATION FROM  
OWOSSO PUBLIC SAFETY EXPLORER POST #417**

WHEREAS, the Owosso Public Safety Explorer Post # 417 was an organized group in Shiawassee County; and

WHEREAS, Owosso Public Safety Explorer Post # 417 disbanded in 2014 due to lack of participation;

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

FIRST: Authorize approval to accept the donation of \$309.69 from Owosso Public Safety Explorer Post # 417

SECOND: Authorize donation to purchase fire safety items for area youth.

THIRD: The city council approves the donation of \$309.69.





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

# MEMORANDUM

DATE: March 13, 2017  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: Traffic Control Order # 1367

Brian Reed of the Curwood Festival has requested street and parking lot closures for the 2017 Curwood Festival. (see attachment)

**DATES: May 30 @ 8:00am through June 5, 2017 @ 6:00am**

The Public Safety Department has issued Traffic Control Order No. 1367 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.



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(SECTION 2.53 UNIFORM TRAFFIC CODE)

[illegible]



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

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 · (989) 725-0550 · FAX 725-0526

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

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

Name of individual or group: Curwood Festival

Date: 3-10-17

Primary Contact Person

Name: Brian Reed

Title: Curwood Festival

Address: 212 S. Washington

Owosso MI 48867

Phone: \_\_\_\_\_

Requested Date(s): May 31, 2017 to June 5, 2017 Requested Hours: See attached

Area Requested (Parking Lot - Parade Route) See attached

Detailed description of the use for which the request is made: \_\_\_\_\_

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

.....  
Do Not Write Below This Line - For Officials Use Only

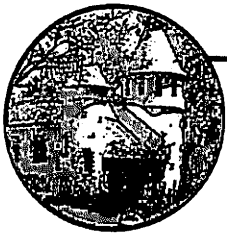
Approved ☐ Not Approved ☐

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

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

Cc: DDA - Director  
WCIA - Chairperson





# Curwood Festival

March 2017

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

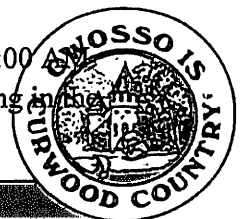
Dear Kevin:

The 40<sup>th</sup> Annual Curwood Festival will be held June 1 – 4, 2017. The Festival Board of Directors respectfully requests the following:

- The closure of Water Street between Main and Washington from Wednesday, May 31, 2017 at 9:00AM until 6:00AM on Monday June 5, 2017.
- The closure of Water Street from Main to Exchange on Wednesday May 31, 2017 in the AM hours until completion of the festival activities on Sunday, June 4, 2017.
- The closure of Water Street from Exchange to Mason on Friday, June 2, 2017 at 5:00PM until the completion of festival activities on Sunday, June 4, 2017 for a new Team FMX Freestyle Motorcross" Show. Approximately 300' x 40' surrounded by 700' barrier fence.
- The closure of Exchange Street parking lot from 6:00PM Thursday, June 1, 2017 through Sunday, June 4, 2017.
- The closure of Exchange Street between Water & Ball from 5:00PM Friday, June 2, 2017 until the completion of festival activities on Sunday, June 4, 2017.
- The set up of bleachers in the cross-walk on the Eastside of Water at Exchange for the spectator events that occur Saturday, June 3, 2017 until the completion of festival activities on Sunday, June 4, 2017.
- The closure of the entire Armory parking lot from Wednesday, May 31, 2017 at 5:00PM until the completion of festival activities on Sunday, June 4, 2017.
- The closure of the public safety parking lot on Wednesday, May 31, 2017 at 7:00 AM thru Monday, June 5, 2017 at 6:00 AM. Our tent company is scheduled to bring in the tent

P.O. BOX 461 • OWOSSO, MICHIGAN 48867 • 989-723-2161

[www.curwoodfestival.com](http://www.curwoodfestival.com) [curwoodfestival@michonline.net](mailto:curwoodfestival@michonline.net)





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tent on Tuesday, May 30, at 8:00 a.m. Therefore we ask that the South East section of the public safety parking lot be closed for this to happen.

- Curwood Castle Drive changed to a one-way traffic pattern, north from Main Street and West on River Street for smoother traffic flow on Thursday, June 1, 2017 thru Sunday, June 4, 2017.
- Necessary closures for the Children's Parade as follows. Barricades needed for the Children's Parade by 6:00PM Friday, June 2, 2017. Dewey and King Streets, Dewey and Oliver Streets, Gilbert and Oliver Streets, Queen and Randolph Streets. The parade starts at the corner of Dewey and King, then the route follows King St. to Washington St., down Washington to Exchange St., over Exchange to Ball St., up Ball St. ending at Williams St. **RAIN DATE FOR THE CHILDREN'S PARADE IS SUNDAY, JUNE 4, 2017.**
- Necessary closures for the Heritage Parade which takes place on Saturday, June 3, 2017 at 2:00PM on M-21 from Gould Street to Chipman Street. Detour route will be well marked/signed to continue smooth traffic flow around the parade. Barricades are needed for the parade line-up on Gould Street at Grover, Comstock and Jerome Streets.
- The closure of M-52 from Stewart to Oliver Streets on Saturday, June 3, 2017 for the duration of the parade.
- The closure of the lot on the corner of Curwood Castle Drive and Bradley Streets on Wednesday evening, May 31, 2017 for parking through Sunday, June 4, 2017.

Other closures as needed for the 5/10K walk/run on Saturday, June 3, 2017 which will be policed by CRW members and will be temporary for the duration of those specific events. Parade routes, staging and disbursement areas will also be temporary and aided by police officers and CRW members.

As the festival nears, changes may need to be made, at which time we may request amendments, deletions, or additions to these considerations.

We are extremely grateful for the City of Owosso's continued support and cooperation in conjunction with the Curwood Festival. We recognize and appreciate the numerous hours and extra work involved amongst the City of Owosso employees. We hope that together, we can continue to provide the community, local businesses, and our out of town visitors with a fun, memorable, and relaxing weekend. The tourist draw is beneficial to the area businesses as well



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as our local non-profit organizations. It is our hope to surpass the 2017 Curwood Festival and continue to put Owosso on the map in a positive light.

Our insurance is up-to-date. However, our policy that will carry us through the Festival period does not renew until the middle of April. I will send you a copy of the insurance documents as soon as they become available to us.

Thank you for your time, consideration and continued support in this matter.

Sincerely,

Sherri Bakos  
Office Manager  
Curwood Festival Inc.



W Mason St

N Water St

MOTO CROSS

W Exchange St

N Water St

BAND

BLEACHER





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

# MEMORANDUM

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3HF ZG67H55J C285550'

Hkxg'dkf u"%kuvf 'dgruy +\y gtg'tgegkxgf 'hqt'vj g'xgj keng.\ cej 'Nguupgt'y cu'vj g'j k j 'dkf 'qh'&4.397022'hqt"  
vj g"4225"Hqtf 0"

30P clkd'Cvkj c/"Dkf "co qwpv"&4.222020'

40F cpp{ 'l ctf q/"Dkf "co qwpv"&4.322022"( "&4.372022"

50\ cej 'Nguupgt/'Dkf "co qwpv"&4.347022"( "4.397022"

Ktgeqo o gpf 'eqwpekl'crr tqxg'vj g'dkf 'htqo "\ cej 'Nguupgt'lp'vj g"co qwpv'qh'&4.397020'



"

**RESOLUTION NO. "**

"

**RESOLUTION AUTHORIZING THE "  
SALE OF RETIRED 2003 FORD AMBULANCE  
TO ZACH LESSNER"**

"

WHEREAS, the City of Owosso, Shiawassee County, Michigan, established a purchasing cycle to maintain a healthy ambulance fleet; and"

"

WHEREAS, as part of this purchasing cycle older vehicles are retired and sold to the highest bidder; and

WHEREAS, bid solicitations were advertised and the most responsive bid was received from Zach Lessner."

"

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 sell one 2003 Ford ambulance, last six digits of the VIN# reading: A06333, in the amount of \$2,175.00 to Zach Lessner. "

"

SECOND: The city clerk is instructed and authorized to complete the necessary paperwork to transfer ownership to Zach Lessner upon the remittance of \$2,175.00. "

"

"

"





## MEMORANDUM

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

---

**DATE:** March 10, 2017

**TO:** Owosso City Council

**FROM:** Susan Montenegro, Assistant City Manager/Director of Community Development

**SUBJECT:** TSP Services, Inc., dba TSP Environmental Change Order #2 for the Former Eastside Cleaners Vapor Barrier Installation at the District #16 Qdoba Brownfield site.

### RECOMMENDATION:

I recommend adding to the contract with TSP Services, Inc., dba TSP Environmental and approve Change Order No. 2 in the amount of \$3,175.00. The additional cost is for the installation of additional utility penetration seals (i.e. grout block and penetration detailing/sealing) due to the increase of utility penetrations from 60 in the original bid spec to 97.

### BACKGROUND:

On May 16, 2016 council approved the bid award with TSP Services, Inc., dba TSP Environmental, for vapor barrier installation at the Qdoba site. The total amount of the contract was \$28,030.00. The new total amount of the contract including Change Order No. 2 is \$31,800.00.

### FISCAL IMPACTS:

Funds for this work are to be paid from a combination of MDEQ grant and loan funds and shall be charged to accounts 276-901-965.000 and 276-000-120.040 as appropriated.



**RESOLUTION NO.**

**AUTHORIZING CHANGE ORDER NO. 2  
TO THE CONTRACT WITH  
TSP SERVICES, INC., D/B/A TSP ENVIRONMENTAL  
FOR THE FORMER EASTSIDE CLEANERS  
VAPOR BARRIER INSTALLATION**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with TSP Services, Inc., dba TSP Environmental on October 3, 2016 for vapor barrier installation at the former Eastside Cleaners site; and

WHEREAS, TSP Services, Inc., dba TSP Environmental has requested a change order to cover the cost of additional utility penetration seals; and

WHEREAS, the City has entered into a contract with the Michigan Department of Environmental Quality (MDEQ) and will use grant and loan funds in connection with the established District # 16 Qdoba Brownfield plan to cover the additional expense.

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 TSP Services, Inc., dba TSP Environmental to include charges for additional utility penetration seals.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit C, Contract Change Order No. 2 to the Contract for Services between the City of Owosso and TSP Services, Inc., dba TSP Environmental, increasing the total amount by \$3,175.00. The new contract amount including Change Order No. 2 is \$31,800.00
- THIRD: The accounts payable department is authorized to pay TSP Services, Inc., dba TSP Environmental for work satisfactorily completed up to the amount of the contract including Change Order No. 2.
- FOURTH: The above expenses shall be paid from a combination of MDEQ grant and loan funds, account No. 276-901-965.000 and 276-000-120.040 as appropriated.





**Detroit**  
607 Shelby,  
Suite 650  
Detroit, MI 48226  
f: 877.884.6775  
t: 248.414.1416

**Berkley**  
4080 W. 11 Mile Road  
Berkley, MI 48072  
f: 877.884.6775  
t: 248.336.9988

**Lansing**  
3340 Ranger Road  
Lansing, MI 48906  
f: 877.884.6775  
t: 517.321.3331

**Grand Rapids**  
560 5<sup>th</sup> Street NW,  
Suite 301  
Grand Rapids, MI 49504  
f: 877.884.6775  
t: 616.285.8857

February 14, 2017

Ms. Susan Montenegro  
City of Owosso  
301 West Main Street  
Owosso, Michigan 48867

**RE: Contractor Change Order Number 2 Evaluation  
Vapor Barrier Additional Utility Penetration Sealing Activities  
Former Eastside Cleaners Site  
Located at 910 East Main Street in Owosso, Michigan**

Dear Ms. Montenegro:

PM reviewed the above-referenced change order submitted by TSP Environmental (TSP) for the installation of additional utility penetration seals (i.e. grout blocks and penetration detailing/sealing) at the former Eastside Cleaners site, due to the increase of utility penetrations from 60 in the original bid spec to 97 total in the as-built building/utility configuration, including several nested penetrations. PM concurs that the added utility penetration sealing activities are required to install the vapor barrier.

PM recommends approval/issuance of the attached change order in the amount of \$3,175 to TSP for the additional utility sealing activities.

If you have any questions regarding the above, please contact my office at (800) 313-2966.

Sincerely,  
**PM ENVIRONMENTAL, INC.**

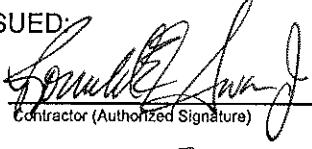
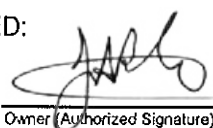
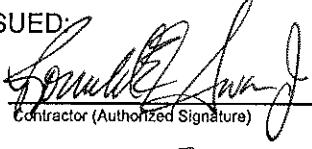
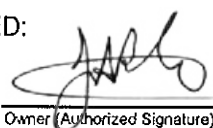
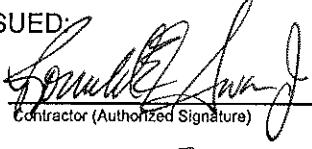
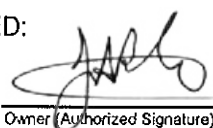
J. Adam Patton, CHMM  
Manager of Site Investigation Services

Attachments:  
TSP Change Order Request Number 2, dated February 13, 2017



**EXHIBIT B**  
**CHANGE ORDER**

No. 16102-2

<b>PROJECT:</b> <b>DATE OF ISSUANCE:</b> <u>2-13-17</u> <b>EFFECTIVE DATE:</b> <u>2-13-17</u>				
<b>OWNER:</b> <u>City of Owosso</u> <b>OWNER's Contract No.:</b> <u>2</u> <b>CONTRACTOR:</b> <u>TSP</u> <b>ENGINEER:</b> <u>PM Environmental</u>				
You are directed to make the following changes in the Contract Documents. Description: Additional procedures, material, and labor to address to address 50% extra penetrations in vapor barrier.  Reason for Change Order: Additional penetrations required in vapor barrier.  Attachments: None				
<b>CHANGE IN CONTRACT PRICE:</b> Original Contract Price \$ <u>28,030.00</u>	<b>CHANGE IN CONTRACT TIMES:</b> Original Contract Times: 30 days Substantial Completion: <u>30 days</u> Ready for final payment: <u>30</u> days or dates			
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> \$ <u>595.00</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u>  0 days			
Contract Price prior to this Change Order \$ <u>28,625</u>	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: <u>30</u> days or dates			
Net Increase (decrease) of this Change Order \$ <u>3175.00</u>	Net Increase (decrease) of this Change Order  0 days			
Contract Price with all approved Change Orders \$ <u>31,800.00</u>	Contract Times with all approved Change Orders Substantial Completion: Ready for final payment: <u>30</u> days or dates			
<table style="width: 100%; border: none;"><tr><td style="width: 33%; vertical-align: top;">ISSUED: By:  <small>Contractor (Authorized Signature)</small> Date: <u>2-13-17</u></td><td style="width: 33%; vertical-align: top;">APPROVED: By: _____ <small>Insurer (Authorized Signature)</small> Date: _____</td><td style="width: 33%; vertical-align: top;">ACCEPTED: By:  <small>Owner (Authorized Signature)</small> Date: <u>2-14-2017</u> <div style="text-align: right;">J. Adam Patton Project Professional</div></td></tr></table>		ISSUED: By:  <small>Contractor (Authorized Signature)</small> Date: <u>2-13-17</u>	APPROVED: By: _____ <small>Insurer (Authorized Signature)</small> Date: _____	ACCEPTED: By:  <small>Owner (Authorized Signature)</small> Date: <u>2-14-2017</u> <div style="text-align: right;">J. Adam Patton Project Professional</div>
ISSUED: By:  <small>Contractor (Authorized Signature)</small> Date: <u>2-13-17</u>	APPROVED: By: _____ <small>Insurer (Authorized Signature)</small> Date: _____	ACCEPTED: By:  <small>Owner (Authorized Signature)</small> Date: <u>2-14-2017</u> <div style="text-align: right;">J. Adam Patton Project Professional</div>		
EJCDC No. 1910-8-B (1990 Edition) Prepared by Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America				



Bid Item Summary												
Activity ID	Description	Direct Costs	Burden	G&A	Fee	Bond	Subtotal Price	Unit Qty	Unit Meas.	U.P. Basis	Unit Price	Item Price
1	Mobe, Demobe, Project Admin	\$1,601.00	\$261.60	\$372.52	\$447.02	\$40.23	\$2,722.37	1		\$2,722.37	\$2,722.37	\$2,722.37
2	Install Vapor Barrier System Components	\$3,390.00	\$1,098.00	\$897.60	\$1,077.12	\$96.94	\$6,559.66	1		\$6,559.66	\$6,559.66	\$6,559.66
3	Vapor Vent Trenchless Gas Collection Piping	\$1,895.86	\$124.50	\$404.07	\$484.89	\$43.64	\$2,952.96	1		\$2,952.96	\$2,952.96	\$2,952.96
4	4" Vapor Vents and Vent Riser Stubs	\$312.50	\$124.50	\$87.40	\$104.88	\$9.44	\$638.72	1		\$638.72	\$638.72	\$638.72
5	GeoSeal Film 11	\$1,829.50	\$42.00	\$374.30	\$449.16	\$40.42	\$2,735.38	1		\$2,735.38	\$2,735.38	\$2,735.38
6	GeoSeal Core	\$5,830.12	\$21.00	\$1,170.22	\$1,404.27	\$126.38	\$8,551.99	1		\$8,551.99	\$8,551.99	\$8,551.99
7	GeoSeal Bond	\$2,627.00	\$21.00	\$529.60	\$635.52	\$57.20	\$3,870.32	1		\$3,870.32	\$3,870.32	\$3,870.32
	Subtotals:	\$17,485.98	\$1,692.60	\$3,835.71	\$4,602.86	\$414.25	\$28,031.40					\$28,031.40



Bid Item Summary											
Activity ID	Description	Direct Costs	Burden	G&A	Fee	Bond	Subtotal Price	Unit Qty	Unit Meas.	U.P. Basis	Unit Price
CM-1	Winter Freight	\$444.17	\$0.00	\$78.92	\$65.77	\$6.14	\$595.00	1	LS		\$595.00
CM-2	Additional Penetrations	\$1,500.00	\$805.06	\$414.91	\$407.99	\$46.92	\$3,174.88	1	LS	\$3,174.88	\$3,174.88
	<b>Subtotals:</b>	\$1,944.17	\$805.06	\$493.83	\$473.76	\$53.06	\$3,769.88				\$3,769.88





## MEMORANDUM

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

**DATE:** March 15, 2017

**TO:** Mayor Eveleth and the Owosso City Council

**FROM:** Glenn M. Chinavare, Utility Director

**SUBJECT:** Additional services to complete storm sewer cleaning, inspection, & PACP coding

### RECOMMENDATION:

Authorization to issue Change Order No. 1 to Addendum No. 1 to the professional services agreement with Safeway Transport Incorporated, of Romulus, Michigan, to perform cleaning, televising, and PACP coding of Storm Sewer Mains.

### BACKGROUND:

Storm sewer investigations are required to determine condition of infrastructure components, particularly for upcoming streets projects as well as known or suspected drainage issues. PACP coding will provide the necessary condition assessment of these mains to access the level of repair and/or replacement required and the City contracted for this work in January of this year.

Safeway Transport has completed nearly 48% of the initial linear feet of storm sewer cleaning, televising, and PACP coding work requested. The enormity of obstructions was not known or anticipated when the contract was initiated, but was expected to be covered by a contingency of \$4,000.00. Storm sewer joint off-sets and calcium deposits were required to be cut-out for proper cleaning and televising of structural pipe interiors and there were far more of these situations than could possibly be covered by the contingency. Additional funds are required to complete this condition assessment and are estimated at \$28,600.00.

### FISCAL IMPACTS:

The above recommended services in the amount of \$20,835.45, plus contingency of \$4,000.00 and \$28,600.00 will be provided from the FY2016-2017 Local Street Fund Account 203-463-818.000 and Major Street Fund Account 202-463-818.000, for a total of \$53,435.45.

Document originated by: Glenn M. Chinavare, Utility Director

Attachments: (1) Proposed Resolution  
(2) Safeway Transport P.O.



**RESOLUTION NO.**

**AUTHORIZE CHANGE ORDER NO. 1 TO ADDENDUM NO.1  
TO THE SERVICE AGREEMENT WITH SAFEWAY TRANSPORT, INC.  
FOR ADDITIONAL WORK TO CLEAN, TELEWISE, AND PACP CODE STORM SEWERS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted in the FY2016-2017 Local and Major Street Funds for the cleaning, inspection, and condition assessment of storm sewers at various locations in the city of Owosso, and

WHEREAS, the City of Owosso approved a contract with Safeway Transport, Inc. for the cleaning of sanitary sewer mains in June 2016; and

WHEREAS, in January 2017 the City of Owosso approved Addendum No. 1 to the contract with Safeway Transport, Inc. to add the cleaning, inspections, and PACP coding of storm sewers; and

WHEREAS, as work on the Addendum has progressed it has become apparent that the number and size of obstructions within the storm sewer lines that must be removed was significantly underestimated; and

WHEREAS, the City Director of Public Services recommends Safeway Transport, Inc. provide the additional services necessary to complete the tasks originally outlined in Addendum No.1.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to authorize Change Order No. 1 to Addendum No. 1 to the contract with Safeway Transport, Inc. for additional work to remove obstructions and complete the cleaning, inspection, and PACP coding of storm sewers.
- SECOND: The accounts payable department is authorized to submit payment to Safeway Transport, Inc. in the amount of \$20,835.45, plus contingency expense in the amount of \$4,000.00 and \$28,600.00 for a total amount of \$53,435.45.
- THIRD: The above expenses shall be paid from the FY 2016-2017 Local Street Fund Account 203-463-818.000 in amount of \$16,635.45 and Major Street Fund Account 202-463-818.000 in amount of \$36,800.00. Contingency funds expense shall be apportioned as applicable.



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

**TO:** SAFEGWAY TRANSPORT, INC.

**Date:** 3/16/2017

**CONTRACT:** Storm Sewer Cleaning Services  
Including PACP Coding

**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
	<b>ADDITIONAL WORK</b>		
1a	Video inspection to support cleaning; \$150.00/hr		\$ 28,600.00
1b	Video inspection w/ PACP coding; \$.85/lft		
2	Sanitary Sewer heavy cleaning; 8" - 12" pipe; \$1.10/lft		
2	Sanitary Sewer heavy cleaning; 15" - 20" pipe; \$1.60/lft		
3	Protruding laterals; 200 qty; \$250.00/hr		
4	Protruding calcium deposits; \$250.00/hr		
5	Root balls/mass; \$250.00/hr		
	Change in contract price due to this Change Order		
	Total Decrease	\$ -	XXXXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXXXX	\$ 28,600.00
	Difference between columns 3 & 4		\$ 28,600.00
	Net <b>INCREASE</b> contract price		\$ 28,600.00

Original Contract Price:	\$ 61,539.28
Total Net Addition or Deduction by previous C.O. No.:	\$ 30,000.00
Total Amount of Contract Prior to this Change Order:	\$ 91,539.28
Net Addition or Deduction this Change Order No.:	\$ 28,600.00
Net Amount of Contract to date:	\$ 120,139.28

The 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.

For the Contractor:

For the City:

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

By: \_\_\_\_\_  
Benjamin R. Frederick, Mayor

By: \_\_\_\_\_  
Amy K. Kirkland, City Clerk



**Typical Before Shot**



**Typical After Shot**







Warrant 540  
March 14, 2017

Vendor	Description	Fund	Amount
Logicalis, Inc.	Network engineering for February 2017	General/ Water/ Sewer	\$ 6,272.00
William C. Brown, P.C.	Professional services- January 10, 2017 – February 13, 2017	General	\$ 6,531.20
Total			<u>\$32,488.50</u>



CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 02/01/2017 - 02/28/2017

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
02/02/2017	1	127943	ESTATE OF MARJORIE HASS	REFUND	\$ 516.50
02/02/2017	1	127944	AUTO OWNERS	REFUND-BRITTON WARD	\$ 540.00
02/02/2017	1	127945	THE ACCUMED GROUP	DEC 16-AMBULANCE BILLING SERVICES & STATE REPORTING	\$ 5,623.03
02/02/2017	1	127946	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$ 391.34
02/02/2017	1	127947	H K ALLEN PAPER CO	SUPPLIES	\$ 541.82
02/02/2017	1	127948	AMERICAN SPEEDY PRINTING CENTERS	PRINTING SERVICES	\$ 776.25
02/02/2017	1	127949	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 409.20
02/02/2017	1	127950	BLUMERICH COMMUNICATIONS SERVICE, INC	OPD-MEDIC 5-RADIO AND MOUNT	\$ 579.50
02/02/2017	1	127951	IDLE ALAN	UB refund for account: 1387500002	\$ 23.26
02/02/2017	1	127952	YODER DANIEL	UB refund for account: 2055840002	\$ 76.20
02/02/2017	1	127953	PUGH NORMAN	UB refund for account: 3075070004	\$ 27.20
02/02/2017	1	127954	MAIKE SHAIN	UB refund for account: 2378490002	\$ 35.34
02/02/2017	1	127955	BLAKER BONNIE K	UB refund for account: 1985500001	\$ 26.22
02/02/2017	1	127956	BLANCHETT TERRY	UB refund for account: 1177500001	\$ 56.43
02/02/2017	1	127957	VINCENT CHAD	UB refund for account: 2367240001	\$ 89.10
02/02/2017	1	127958	REEVES ARON	UB refund for account: 5537070014	\$ 57.20
02/02/2017	1	127959	FLAGG LORI	UB refund for account: 2611140003	\$ 896.07
02/02/2017	1	127960	WILBER LAURA	UB refund for account: 3782070004	\$ 19.72
02/02/2017	1	127961	WIEGEL TOM	UB refund for account: 4649000006	\$ 48.64
02/02/2017	1	127962	THOMPSON KATHY	UB refund for account: 5068570005	\$ 65.27
02/02/2017	1	127963	MILLER REALITY	UB refund for account: 1355000006	\$ 58.43
02/02/2017	1	127964	DRISKELL DONALD	UB refund for account: 5834070004	\$ 46.53
02/02/2017	1	127965	CARROT-TOP INDUSTRIES INC	FLAG REPAIR SUPPLIES	\$ 210.53
02/02/2017	1	127966	CONSUMERS ENERGY	GAS AND ELECTRIC USAGE	\$ 19,407.04
02/02/2017	1	127967	DELTA DENTAL PLAN OF MICHIGAN	FEB 2017-DENTAL INSURANCE PREMIUM	\$ 3,478.73
02/02/2017	1	127968	DELTA FAMILY CLINIC SOUTH PC	HR-THOMAS WHEELER	\$ 350.00
02/02/2017	1	127969	FRONTIER	TRAFFIC SIGNAL	\$ 105.73
02/02/2017	1	127970	HI QUALITY GLASS, INC	FLEET-MIRRORS (10)	\$ 187.50
02/02/2017	1	127971	HOME DEPOT CREDIT SERVICES	SUPPLIES/MATERIALS	\$ 775.16
02/02/2017	1	127972	JADE SCIENTIFIC INC	WTP-LAB SUPPLIES	\$ 816.59
02/02/2017	1	127973	MARLENE M JUNGNITSCH	CONTRACTING SERVICES	\$ 1,037.50
02/02/2017	1	127974	KAR LABORATORIES INC	WASTEWATER ANALYSES	\$ 195.00
02/02/2017	1	127975	AMY K KIRKLAND	REIMBURSEMENT	\$ 44.99
02/02/2017	1	127976	PAUL KLEEMAN	OPD-MEAL	\$ 8.27
02/02/2017	1	127977	MEMORIAL MEDICAL ASSOCIATES	MEDICAL SERVICES	\$ 161.00
02/02/2017	1	127978	MICHIGAN CO INC	FLEET-RAGS	\$ 243.80
02/02/2017	1	127979	MICHIGAN MUNICIPAL LEAGUE	AD FOR FINANCE DIRECTOR	\$ 64.40
02/02/2017	1	127980	MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS ASSOCIATION	PROGRAM-JESSICA UNANGST	\$ 45.00
02/02/2017	1	127981	MICHIGAN WATER ENVIRONMENT ASSOCIATION	OPERATORS DAY-GUYSKY/ZIMMERMAN/HALL/FELKER	\$ 1,050.00
02/02/2017	1	127982	MISDU	PAYROLL DEDUCTIONS	\$ 1,480.45
02/02/2017	1	127983	NORTHSIDE ANIMAL HOSPITAL	VET SERVICES-PAID FOR BY DONATIONS	\$ 113.39
02/02/2017	1	127984	OFFICE DEPOT	OPD-BLUE TOOTH 4.0 USB (2)	\$ 35.18
02/02/2017	1	127985	OWOSSO CHARTER TREA & JOHN D FISHER	OWOSSO DRAIN ASSESSMENT PER CONSERVATION	\$ 73.37
02/02/2017	1	127986	OWOSSO CHARTER TWP TREAS & EVERGREENS INC	OWOSSO DRAIN ASSESSMENT PER CONSERVATION	\$ 134.08
02/02/2017	1	127987	OWOSSO CHARTER TWP TREAS & NORTHWOOD MOBILE HOME ESTATES	OWOSSO DRAIN ASSESSMENT PER CONSERVATION	\$ 897.97
02/02/2017	1	127988	OWOSSO COMMUNITY AIRPORT	OWOSSO COMMUNITY AIRPORT APPROPRIATION	\$ 3,489.00
02/02/2017	1	127989	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION-UNION DUES	\$ 854.25



02/02/2017	1	127990	PORTFOLIO RECOVERY ASSOCIATES LLC	PAYROLL DEDUCTION-GARNISHMENT	\$	192.58
02/02/2017	1	127991	RICOH USA	MAINTENANCE/SUPPLIES FOR 3 RICOH COPIERS	\$	729.13
02/02/2017	1	127992	SHIAWASSEE COUNTY HEALTH DEPARTMENT	ANNUAL PUBLIC SWIMMING POOL INSPECTION FEE	\$	188.00
02/02/2017	1	127993	SHIAWASSEE REGIONAL CHAMBER OF COMM	2017 ANNUAL DINNER TICKETS (4)	\$	180.00
02/02/2017	1	127994	SOUTH CENTRAL MICHIGAN WATER ASSOCIATION	CITY OF OWOSSO	\$	25.00
02/02/2017	1	127995	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	\$	4,192.47
02/02/2017	1	127996	STAPLES ADVANTAGE	SUPPLIES	\$	484.39
02/02/2017	1	127997	TERRY M BACK	FLEET-REPAIR TO 425	\$	270.00
02/02/2017	1	127998	TRACTOR SUPPLY COMPANY	SUPPLIES	\$	185.96
02/02/2017	1	127999	WEB ASCENDER	WEBSITE HOSTING-JAN/FEB/MARCH 2017	\$	150.00
02/02/2017	1	128000	WM FLOYD CO	LIBRARY-NO HEAT REPAIR	\$	466.00
02/02/2017	1	128001	YOUNG CHEVROLET-CADILLAC	REFUND	\$	1,428.72
02/02/2017	1	1886(A)	ARROW INTERNATIONAL INC	OFD-AMBULANCE MEDICAL SUPPLIES	\$	895.10
02/02/2017	1	1887(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-56/HRS	\$	1,024.80
02/02/2017	1	1888(A)	BIDNET	FEES FOR SALE OF THREE VEHICLES	\$	517.60
02/02/2017	1	1889(A)	BODMAN LLP	EMPLOYEE RELATIONS SERVICES	\$	735.00
02/02/2017	1	1890(A)	HEATHER DAWN BROOKS	DPW-DAILY TIME SHEETS (5000)	\$	295.00
02/02/2017	1	1891(A)	C D W GOVERNMENT, INC.	IT-CLEANING CARTRIDGE	\$	42.00
02/02/2017	1	1892(A)	CAPITAL CONSULTANTS	WWTP-DEVELOPMENT OF AN ASSET MGT PROGRAM	\$	2,516.62
02/02/2017	1	1893(A)	CORE TECHNOLOGY CORPORATION	OFD-SUPPORT TALON DESKTOP CLIENT	\$	465.00
02/02/2017	1	1894(A)	D & G EQUIPMENT INC	PARTS	\$	1,460.19
02/02/2017	1	1895(A)	DETROIT SALT COMPANY LLC	ROAD SALT	\$	13,016.57
02/02/2017	1	1896(A)	EJ USA INC	PARTS TO REPAIR A HYDRANT	\$	1,017.61
02/02/2017	1	1897(A)	FASTENAL COMPANY	PARTS/SUPPLIES	\$	819.50
02/02/2017	1	1898(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$	302.12
02/02/2017	1	1899(A)	GOYETTE MECHANICAL	BOILER MAINTENANCE	\$	756.07
02/02/2017	1	1900(A)	INTERSTATE BILLING SERVICE INC	FLEET-STOCK PARTS	\$	412.35
02/02/2017	1	1901(A)	JACK DOHENY SUPPLIES INC	FLEET-TACH SENSOR	\$	242.35
02/02/2017	1	1902(A)	JCI JONES CHEMICALS, INC.	SODIUM HYPOCHLORITE	\$	3,270.28
02/02/2017	1	1903(A)	KEMIRA WATER SOLUTIONS INC	FERRIC CHLORIDE	\$	3,613.43
02/02/2017	1	1904(A)	LAKESIDE EQUIPMENT CORPORATION	WWTP-UPPER BEARING HOUSING	\$	7,066.00
02/02/2017	1	1905(A)	LANDMARK SURVEYING PC	STORM SEWER ELEVATION ANALYSIS	\$	2,975.00
02/02/2017	1	1906(A)	LUDINGTON ELECTRIC, INC.	DOWNTOWN ELECTRICAL WORK	\$	781.58
02/02/2017	1	1907(A)	MCMASTER-CARR SUPPLY CO	WWTP-SUPPLIES	\$	67.39
02/02/2017	1	1908(A)	MEMORIAL HEALTHCARE CENTER	OPD-LAB FEES	\$	19.75
02/02/2017	1	1909(A)	MICHIGAN BUSINESS & PROFESSIONAL ASSOCIATION	FEB 2017-COBRA ADMIN FEE	\$	50.00
02/02/2017	1	1910(A)	NATIONAL VISION ADMINISTRATORS LLC	FEB 2017-VISION INSURANCE PREMIUM	\$	468.29
02/02/2017	1	1911(A)	NCL OF WISCONSIN INC	WWTP-LAB SUPPLIES	\$	90.94
02/02/2017	1	1912(A)	OFFICEMAX INC	OPD-BLUETOOTH HEADSET (2)	\$	283.00
02/02/2017	1	1913(A)	PHYSICIANS HEALTH PLAN OF MID-MICHIGAN	HEALTH INSURANCE PREMIUM	\$	70,701.29
02/02/2017	1	1914(A)	POLYDYNE INC	AF 4500 POLYMER	\$	2,247.50
02/02/2017	1	1915(A)	Q2A ASSOCIATES LLC	PROFESSIONAL SERVICES	\$	4,867.50
02/02/2017	1	1916(A)	REEVES WHEEL ALIGNMENT, INC	VEHICLE REPAIRS/MAINTENANCE	\$	2,691.20
02/02/2017	1	1917(A)	REPUBLIC SERVICES #237	FEB 2017-REFUSE SERVICE	\$	314.17
02/02/2017	1	1918(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OPD-VEHICLE REPAIRS	\$	841.31
02/02/2017	1	1919(A)	SPICER GROUP, INC.	DESIGN & CONSTRUCTION ENGINEERING SERVICES	\$	8,811.50
02/02/2017	1	1920(A)	MARTHA M STINSON	CONTRACTING SERVICES	\$	550.00
02/02/2017	1	1921(A)	TRUCK & TRAILER SPECIALTIES	FLEET-KENNAMETAL 5' BLADES (16)	\$	-
			Void Reason: ACCOUNT WAS CLOSED-CORRECTED AND RESENT 2/9/17			
02/02/2017	1	1922(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER	\$	869.25
02/09/2017	1	128002	MERIDIAN HEALTH PLAN MEDICAID	REFUND	\$	70.87
02/09/2017	1	128003	HELMKER, LEWIS J.	REFUND	\$	84.09
02/09/2017	1	128004	H K ALLEN PAPER CO	SUPPLIES	\$	209.36



02/09/2017	1	128005	ARBORICULTURE SOCIETY OF MICHIGAN	WM BROOKS/BRYCE MOWINSKI-2/14/17	\$	210.00
02/09/2017	1	128006	JUDY ELAINE CRAIG	COURIER SERVICES	\$	180.00
02/09/2017	1	128007	AMBER M CURRY	MEAL-FAIR & IMPARTIAL POLICE TRAINING	\$	11.11
02/09/2017	1	128008	JEFF DAME	MEAL-FAIR & IMPARTIAL POLICE TRAINING	\$	13.76
02/09/2017	1	128009	RYAN JENKINS	MEAL-DURING TRAINING	\$	13.19
02/09/2017	1	128010	LAYNE LITTLE	MEAL-TRANSFER TO U OF M	\$	18.96
02/09/2017	1	128011	BRIAN MATTHIES	MEAL-TRANSFERS TO HENRY FORD AND U OF M.	\$	25.43
02/09/2017	1	128012	MICHIGAN CENTER FOR RURAL HEALTH	EMS LEADERSHIP ACADEMY-RICK BREWBAKER	\$	100.00
02/09/2017	1	128013	MICHIGAN STATE FIREMEN'S ASSOCIATION	OFD-BOOKS REQUIRED FOR FIRE INSTRUCTOR TRAINING	\$	170.00
02/09/2017	1	128014	MICHIGAN STATE UNIVERSITY	REGULATING MEDICAL MARIJUANA FACILITIES	\$	550.00
02/09/2017	1	128015	MID MICHIGAN CHIEFS OF POLICE ASSOCIATION	MEMBERSHIP-KEVIN LENKART	\$	25.00
02/09/2017	1	128016	MILLER CANFIELD	TRAINING-JESSICA UNANGST	\$	90.00
02/09/2017	1	128017	MICHAEL OLSEY	MEAL-FAIR & IMPARTIAL POLICE TRAINING	\$	13.76
02/09/2017	1	128018	OWOSSO CHARTER TREASUER	OWOSSO DRAIN PER CONSERVATION EASEMENT AGREEMENT	\$	70.91
02/09/2017	1	128019	OWOSSO CHARTER TWP TREASURER	OWOSSO DRAIN PER CONSERVATION EASEMENT AGREEMENT	\$	-
			Void Reason: SHOULD BE TWO VENDORS NOT ONE			
02/09/2017	1	128020	OWOSSO HITCH & PLOW CENTER INC.	OFD-REPAIR TO SNOW PLOW	\$	703.28
02/09/2017	1	128021	KASIE ROBBINS	MEAL-TRANSFER TO HENRY FORD-1/20/17	\$	7.72
02/09/2017	1	128022	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEE	\$	60.00
02/09/2017	1	128023	OWOSSO CHARTER TWP TREAS & EVERGREENS INC	OWOSSO DRAIN ASSESSMENT CONSERVATION	\$	123.37
02/09/2017	1	128024	OWOSSO CHARTER TWP TREAS & NORTHWOOD MOBILE HOME ESTATES	OWOSSO DRAIN ASSESSMENT CONSERVATION	\$	181.83
02/09/2017	1	1923(A)	C E & A PROFESSIONAL SERVICES INC	POST ACCIDENT DRUG SCREEN	\$	54.00
02/09/2017	1	1924(A)	GOYETTE MECHANICAL	PUBLIC SAFETY-BOILER INSPECTION	\$	141.50
02/09/2017	1	1925(A)	RUBOB'S INC	PUBLIC SAFETY-DEC 2016-DRY CLEANING	\$	509.31
02/09/2017	1	1926(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	2017 FORD PICKUPS-#340 AND #341	\$	53,574.00
02/09/2017	1	1927(A)	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 1/31/17	\$	4,731.13
02/09/2017	1	1928(A)	TRUCK & TRAILER SPECIALTIES	FLEET-KENNAMETAL 5' BLADES (16)	\$	4,620.00
02/16/2017	1	128025	BROWN, EILEEN	REFUND	\$	389.00
02/16/2017	1	128026	H K ALLEN PAPER CO	WTP-SUPPLIES	\$	81.00
02/16/2017	1	128027	AMERICAN SPEEDY PRINTING CENTERS	WWTP-PRINT COPIES OF PLANS	\$	8.00
02/16/2017	1	128028	B S & A SOFTWARE	HUMAN RESOURCE SYSTEM-ANNUAL FEE-2/1/17-1/31/18	\$	1,030.00
02/16/2017	1	128029	BEATTIE SPRING AND WELDING, INC.	SPRING REPAIR TO TRUCK #429	\$	3,527.62
02/16/2017	1	128030	COMFORT INN	ANDREA SMITH-CONFERENCE	\$	382.50
02/16/2017	1	128031	CONSTINE GRAVEL COMPANY	CLASS II SAND	\$	1,980.84
02/16/2017	1	128032	CONSUMERS ENERGY	GAS AND ELECTRIC USAGE	\$	58,795.79
02/16/2017	1	128033	VOID		\$	-
			Void Reason: Created From Check Run Process			
02/16/2017	1	128034	D & D TRUCK & TRAILER PARTS	PARTS	\$	2,749.00
02/16/2017	1	128035	JEFF DAME	MEAL AT COMMUNITY POLICING TRAINING	\$	8.27
02/16/2017	1	128036	DELL MARKETING LP	DELL LATITUDE 15" W/DOCK	\$	1,016.00
02/16/2017	1	128037	DELTA DENTAL PLAN OF MICHIGAN	MARCH 2017-DENTAL INSURANCE PREMIUM	\$	3,818.43
02/16/2017	1	128038	DELTA FAMILY CLINIC SOUTH PC	PRE-EMPLOYMENT EVALUATION	\$	350.00
02/16/2017	1	128039	DICK'S AUTO SERVICE	OPD-TOWING	\$	100.00
02/16/2017	1	128040	DIESEL TRUCK SALES, INC.	FLEET-PARTS FOR #22	\$	5.37
02/16/2017	1	128041	FIRST DUE FIRE SUPPLY	OFD-HELMETS (3)	\$	796.08
02/16/2017	1	128042	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$	698.75
02/16/2017	1	128043	INDUSTRIAL SUPPLY OF OWOSSO INC	WWTP-V BELTS (2)	\$	149.13
02/16/2017	1	128044	INTERNATIONAL CODE COUNCIL INC	BUILDING DEPARTMENT-CODE BOOKS	\$	381.00
02/16/2017	1	128045	INTERNATIONAL CODE COUNCIL INC	CITY OF OWOSSO MEMBERSHIP-2/1/17-1/31/20	\$	325.00
02/16/2017	1	128046	IPMA-HR	OFD-EXAM	\$	171.90
02/16/2017	1	128047	MARLENE M JUNGNITSCH	ENGINEERING OFFICE SERVICES	\$	1,250.00
02/16/2017	1	128048	KEVIN LENKART	HOTEL/MEALS FOR MACP CONFERENCE	\$	446.08
02/16/2017	1	128049	MICHIGAN MUNICIPAL TREASURERS ASSOCIATION	BASIC INSTITUTE REGISTRATION-ANDREA SMITH	\$	550.00



02/16/2017	1	128050	MISDU	PAYROLL DEDUCTIONS	\$	1,480.45
02/16/2017	1	128051	SUSAN K MONTENEGRO	MME WINTER INSTITUTE-FUEL/PARKING	\$	58.34
02/16/2017	1	128052	NORTH AMERICAN DISMANTLING CORPORATION	PUBLIC WORKS GARAGE DOOR REPAIR	\$	307.41
02/16/2017	1	128053	OFFICE DEPOT	COPIER PAPER/SUPPLIES	\$	276.27
02/16/2017	1	128054	PORTFOLIO RECOVERY ASSOCIATES LLC	PAYROLL DEDUCTION-GARNISHMENT	\$	192.58
02/16/2017	1	128055	S & K FARM & YARD	FLEET-SAW BAR REPLACEMENT TIP	\$	44.99
02/16/2017	1	128056	SHEAR COMFORT LTD	OPD-SEAT COVERS	\$	238.85
02/16/2017	1	128057	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$	219.00
02/16/2017	1	128058	SPRINT COMMUNICATIONS	JANUARY 2017-COMMUNICATION AND EQUIPMENT CHARGES	\$	1,131.87
02/16/2017	1	128059	STAPLES ADVANTAGE	SUPPLIES	\$	484.10
02/16/2017	1	128060	STAPLES CREDIT PLAN	SUPPLIES	\$	189.99
02/16/2017	1	128061	STATE OF MICHIGAN	SPECIAL INSPECTION-WWTP-1412 CHIPPEWA TRAIL	\$	50.00
02/16/2017	1	128062	STATE OF MICHIGAN	TRAFFIC SIGNAL ENERGY-2ND AND 3RD QTR 2016	\$	975.82
02/16/2017	1	128063	STATE OF MICHIGAN	MICHIGAN WITHHOLDING TAX	\$	13,048.61
02/16/2017	1	128064	TARGET INFORMATION MANAGEMENT INC	OPD-CITATION BOOKS	\$	602.11
02/16/2017	1	128065	UNITED PARCEL SERVICE	SHIPPING FEES	\$	49.45
02/16/2017	1	128066	UNIVERSITY OF MICHIGAN	CHILD PASSENGER SAFETY CERTIFICATION CLASS	\$	50.00
02/16/2017	1	128067	VALLEY LUMBER	SUPPLIES/MATERIALS	\$	253.34
02/16/2017	1	128068	WASTE MANAGEMENT OF MICHIGAN INC	WWTP-LANDFILL DISPOSAL-1/16/17-1/31/17	\$	3,268.58
02/16/2017	1	128069	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SUPPLIES	\$	182.18
02/16/2017	1	128070	WM FLOYD CO	LIBRARY RADIATOR PLUMBING REPAIR	\$	1,423.00
02/16/2017	1	128071	WOODHALL CONSTRUCTION	REFUND	\$	780.91
02/16/2017	1	1929(A)	MICHAEL LEVERE ASH	OPD-SCHOOL LIAISON OFFICER	\$	1,281.00
02/16/2017	1	1930(A)	ASI ENVIRONMENTAL TECHNOLOGIES INC	EXCAVATION SHORING INSTALLATION PROJECT	\$	179,961.86
02/16/2017	1	1931(A)	BOUND TREE MEDICAL LLC	OFD-AMBULANCE MEDICAL SUPPLIES	\$	289.90
02/16/2017	1	1932(A)	C & B AIR COMPRESSORS	WWTP-REPAIR/REBUILD AIR INTAKES	\$	1,956.66
02/16/2017	1	1933(A)	C D W GOVERNMENT, INC.	COMPUTER EQUIPMENT	\$	357.00
02/16/2017	1	1934(A)	C E & A PROFESSIONAL SERVICES INC	RANDOM DOT TESTING	\$	369.98
02/16/2017	1	1935(A)	DALTON ELEVATOR LLC	CYLINDER RENT/SUPPLIES	\$	439.75
02/16/2017	1	1936(A)	DBI BUSINESS INTERIORS	CHAIR MATS (2) FOR FRONT DESK AREA	\$	220.62
02/16/2017	1	1937(A)	DETROIT SALT COMPANY LLC	ROAD SALT	\$	21,015.13
02/16/2017	1	1938(A)	DUPERON LEASING & SALES INC	WWTP-SCREENING EQUIPMENT LEASE	\$	1,815.00
02/16/2017	1	1939(A)	EMPLOYEE BENEFIT CONCEPTS INC	FEBRUARY 2017-FSA ADMIN FEE	\$	100.00
02/16/2017	1	1940(A)	FASTENAL COMPANY	SUPPLIES/MATERIALS	\$	512.44
02/16/2017	1	1941(A)	FIRST CONTRACTING INC	FSR #8-RENTAL REHAB	\$	50,064.00
02/16/2017	1	1942(A)	FRONT LINE SERVICES, INC.	OFD-REPAIRS TO TOWER 1	\$	325.75
02/16/2017	1	1943(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$	167.88
02/16/2017	1	1944(A)	GRAYMONT CAPITAL INC	WTP-BULK PEBBLE QUICKLIME	\$	5,980.62
02/16/2017	1	1945(A)	HURON & EASTERN RAILWAY COMPANY INC	ANNUAL MAINTENANCE OF ACTIVE TRAFFIC CONTOLS	\$	8,254.00
02/16/2017	1	1946(A)	INTERSTATE BILLING SERVICE INC	FLEET-COMPRESSOR OIL	\$	199.98
02/16/2017	1	1947(A)	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE MEDICAL SUPPLIES	\$	1,697.95
02/16/2017	1	1948(A)	LUDINGTON ELECTRIC, INC.	CHAIRMAN LIGHT TROUBLESHOOTING	\$	70.00
02/16/2017	1	1949(A)	LYNN PEAVEY COMPANY	OPD-EVIDENCE SUPPLIES	\$	133.80
02/16/2017	1	1950(A)	MID MICHIGAN EMERGENCY EQUIPMENT	EMERGENCY LIGHTING FOR 2008 CHEVY IMPALA	\$	1,161.00
02/16/2017	1	1951(A)	1ST CHOICE AUTO PARTS INC	PARTS/SUPPLIES	\$	494.53
02/16/2017	1	1952(A)	O'REILLY AUTO PARTS	PARTS/SUPPLIES	\$	79.23
02/16/2017	1	1953(A)	ORCHARD HILTZ & MCCLIMENT INC	ENGINEERING SERVICES	\$	9,669.50
02/16/2017	1	1954(A)	PURITY CYLINDER GASES INC	WTP-CARBON DIOXIDE	\$	4,107.10
02/16/2017	1	1955(A)	Q2A ASSOCIATES LLC	PROFESSIONAL SERVICES	\$	2,323.75
02/16/2017	1	1956(A)	REPUBLIC SERVICES #237	DUMPSTER RENTAL	\$	521.25
02/16/2017	1	1957(A)	RUBOB'S INC	PUBLIC SAFETY-JANUARY 2017-DRY CLEANING	\$	525.20
02/16/2017	1	1958(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OPD-OIL CHANGE	\$	36.27
02/16/2017	1	1959(A)	PATRICIA SKUTT	CONTRACTING SERVICES	\$	1,462.50



02/16/2017	1	1960(A)	ST JOHNS ANSWERING SERVICE INC
02/16/2017	1	1961(A)	STECHSCHULTE GAS & OIL, INC.
02/16/2017	1	1962(A)	MARTHA M STINSON
02/16/2017	1	1963(A)	BRYAN GLEN THOMAS
02/16/2017	1	1964(A)	WEST SHORE FIRE, INC.
02/16/2017	1	1965(A)	MICHAEL GENE WHEELER
02/17/2017	1	1966(E)	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

1 TOTALS:

(3 Checks Voided)

Total of 207 Disbursements:

\$ 673,661.38

Bank 10 OWOSSO HISTORICAL FUND

02/03/2017	10	4922	CHARTER COMMUNICATIONS
02/03/2017	10	4923	ROBERT V DORAN
02/03/2017	10	4924	GILBERT'S DO IT BEST HARDWARE & APPLIANCE
02/03/2017	10	4925	SPECIALTY SALVAGE LLC
02/03/2017	10	4926	STAPLES ADVANTAGE
02/22/2017	10	4927	CONSUMERS ENERGY
02/22/2017	10	4928	LUDINGTON ELECTRIC, INC.
02/22/2017	10	4929	SECURITY ALARM CO INC
02/22/2017	10	4930	STAPLES ADVANTAGE

MARCH 2017-TELEPHONE ANSWERING SERVICE	\$ 75.00
SUPPLIES	\$ 684.15
CONTRACTING SERVICES	\$ 37.50
JANUARY 2017-ELECTRICAL INSPECTIONS	\$ 650.00
OFD-ANNUAL INSPECTION/PREVENTATIVE MAINTENANCE	\$ 1,540.00
OPD-SCHOOL LIAISON OFFICER	\$ 1,157.48
JAN 2017-CONTRIBUTIONS	\$ 13,291.72

10 TOTALS:

Total of 9 Disbursements:

\$ 891.80

Bank 2 TRUST & AGENCY

02/03/2017	2	6583	DOWNTOWN DEVELOPMENT AUTHORITY
02/03/2017	2	6584	OWOSSO PUBLIC SCHOOLS
02/03/2017	2	6585	SHIAWASSEE COUNTY TREASURER
02/03/2017	2	6586	SHIAWASSEE COUNTY TREASURER
02/03/2017	2	6587	SHIAWASSEE DISTRICT LIBRARY
02/20/2017	2	6588	OWOSSO PUBLIC SCHOOLS
02/20/2017	2	6589	SHIAWASSEE COUNTY TREASURER
02/20/2017	2	6590	SHIAWASSEE COUNTY TREASURER
02/20/2017	2	6591	SHIAWASSEE DISTRICT LIBRARY
02/20/2017	2	6592	STATE OF MICHIGAN

REAL/PP COLLECTIONS	\$ 5.63
REAL/PP COLLECTIONS	\$ 407,998.22
REAL/PP COLLECTIONS	\$ 208,730.94
TRAILER FEES-130 LOTS	\$ 325.00
REAL/PP COLLECTIONS	\$ 35,294.15
REAL/PP COLLECTIONS	\$ 719,320.65
REAL/PP COLLECTIONS	\$ 420,413.71
IFT COLLECTIONS	\$ 3,200.05
REAL/PP COLLECTIONS	\$ 72,797.87
COLLECTIONS	\$ 10,442.93

2 TOTALS:

Total of 10 Disbursements:

\$ 1,878,529.15

REPORT TOTALS:

(3 Checks Voided)

Total of 226 Disbursements:

\$ 2,553,082.33





## MEMORANDUM

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**DATE:** March 15, 2017  
**TO:** Mayor Eveleth and the Owosso City Council  
**FROM:** Brad Hissong, Building Official  
**SUBJECT:** Lot Split Application – 1610 Frederick St.

### RECOMMENDATION:

I recommend approval of the application for lot split for 1610 Frederick St.

### BACKGROUND:

LEGAL DESCRIPTION: E 62' OF LOTS 8 & 9, BLK 12, M L STEWART & CO'S 2<sup>ND</sup> ADD, INCLUDING ½ OF CLOSED ADJ ALLEY

PARCEL #: 050-602-012-016-00

The attached lot split request, received on February 28, 2017 from John & Linda DeGood, has been reviewed by each department head within the City of Owosso. The proposed split will conform to present city ordinances.

Therefore, approval by the City Council for this lot split is recommended.

### FISCAL IMPACTS:

N/A



CITY OF OWOSSO  
APPLICATION TO DIVIDE  
PLATTED CITY LOTS

The State of Michigan Land Division Act and City of Owosso Subdivision Regulations prohibit the division of platted City lots without prior approval of the City Council. Attached to this application you should find a copy of Section 30-5 of the Owosso City Code describing the conditions that must be met to have division of platted lots permitted. If a copy of the Section 30-5 does not accompany this application, please request one from the office of the City Clerk or Building Department, phone 989-725-0540.

\*\*\*\*\*  
INSTRUCTIONS

\$25 application fee must be paid when application is made.

PLEASE FILL OUT THIS APPLICATION COMPLETELY (EXCEPT FOR CITY STAFF PORTION AT BOTTOM) AND ATTACH ALL DOCUMENTATION REQUESTED ON THIS APPLICATION TO AVOID DELAY IN HAVING THE CITY COUNCIL REVIEW YOUR REQUEST.

ATTACH THE RESULTING DESCRIPTIONS OF ALL PROPERTIES AFFECTED BY THIS DIVISION.

ATTACH THE RESULTING PLOT PLAN OF ALL PROPERTIES AFFECTED BY THIS DIVISION. INCLUDE DIMENSIONS OF RESULTING LOTS, LOCATION OF ALL PUBLIC RIGHT-OF-WAYS, LOCATION OF ALL EASEMENTS, LOCATION OF ALL BUILDINGS ON THE PROPERTIES AND THE BUILDING DISTANCES FROM PROPERTY LINES. YOU MAY BE REQUIRED TO PROVIDE A PROFESSIONAL SURVEY OF THE RESULTING LOTS IF DEEMED NECESSARY BY THE ZONING ADMINISTRATOR.

ALL DELINQUENT TAXES MUST BE PAID ON ANY PARCEL BEFORE  
THE DESCRIPTION OF THE PARCEL CAN BE CHANGED.  
\*\*\*\*\*

Address of lot to be split 1610 Frederick St. Owosso, Mi 48867 Date Feb 28, 2017  
Name of applicant John & Linda DeBood Phone (989) 743-5258  
Address of applicant 1315 Frederick St. Owosso Mi 48867  
Applicant's relationship to property: ☐ Buyer ☒ Seller ☐ Representing buyer or seller  
☐ Other (explain) \_\_\_\_\_

I (We) hereby request that the Owosso City Council approve the division of the platted lot(s) as specified in the description(s) attached hereto. The division of this lot(s) is proposed for the following reasons:

1. Buyer wishes to obtain abandoned alley approach (east 10 feet)
2. Seller and buyer agree to new boundaries
3. Seller wishes to attach remainder to 78-050-602-012-010-00

Signed \_\_\_\_\_  
John & Linda DeBood

\*\*\*\*\*  
CITY STAFF TO COMPLETE BELOW

ZONING REVIEW: ZONING RM ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL

EXPLANATION OF RECOMMENDATION

meets all requirements - doesn't impact any setbacks.

DATE SET FOR CITY COUNCIL REVIEW 3-20-17 NOTICE SENT TO APPLICANT 3-2-17

CITY COUNCIL ACTION: ☐ APPROVED AS SUBMITTED ☐ DENIED ☐ APPROVED WITH ATTACHED CONDITIONS

RESULTS SENT TO APPLICANT \_\_\_\_\_



**CITY OF OWOSSO**  
**LOT SPLIT ORDINANCE**

*Sec. 30-5. Article I, Chapter 30 of the Code of the City of Owosso states...*

The division of a lot in a recorded plat is prohibited, unless approved following application to the city council. The application shall be filed with the city clerk and shall state the reasons for the proposed division. The city council may request review and comment by the city planning commission. The division to be approved by the city council shall have the suitability of the land for building purposes approved by the city zoning administrator, who may require submission of a professionally prepared boundary survey report. No building permit shall be issued, nor any building construction commenced, prior to the city council's approval. No lot in a recorded plat shall be divided into more than four (4) parts, and the resulting lots shall be not less in area than permitted by the city zoning ordinance. The division of a lot resulting in a smaller area than prescribed herein may be permitted but only for the purpose of adding to the existing building site or sites. The application shall so state and shall be in affidavit form.

City Ordinance. No. 456, of 12-19-88

**NEW DESCRIPTION:**

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**ASSESSOR'S DESCRIPTION:**

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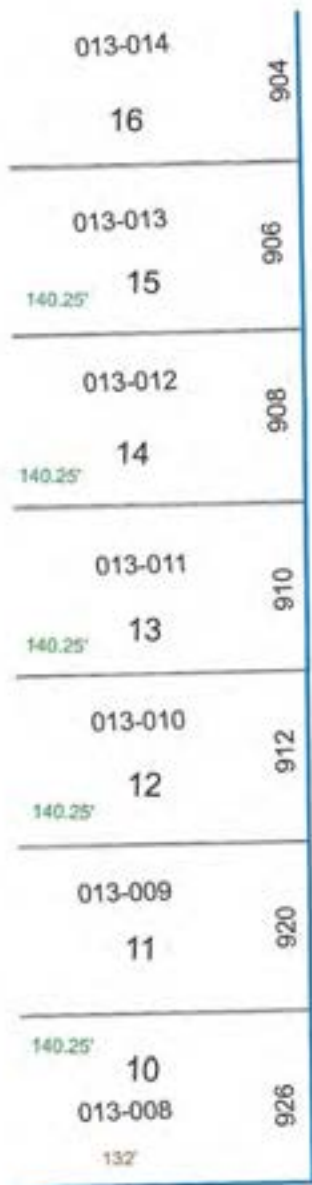
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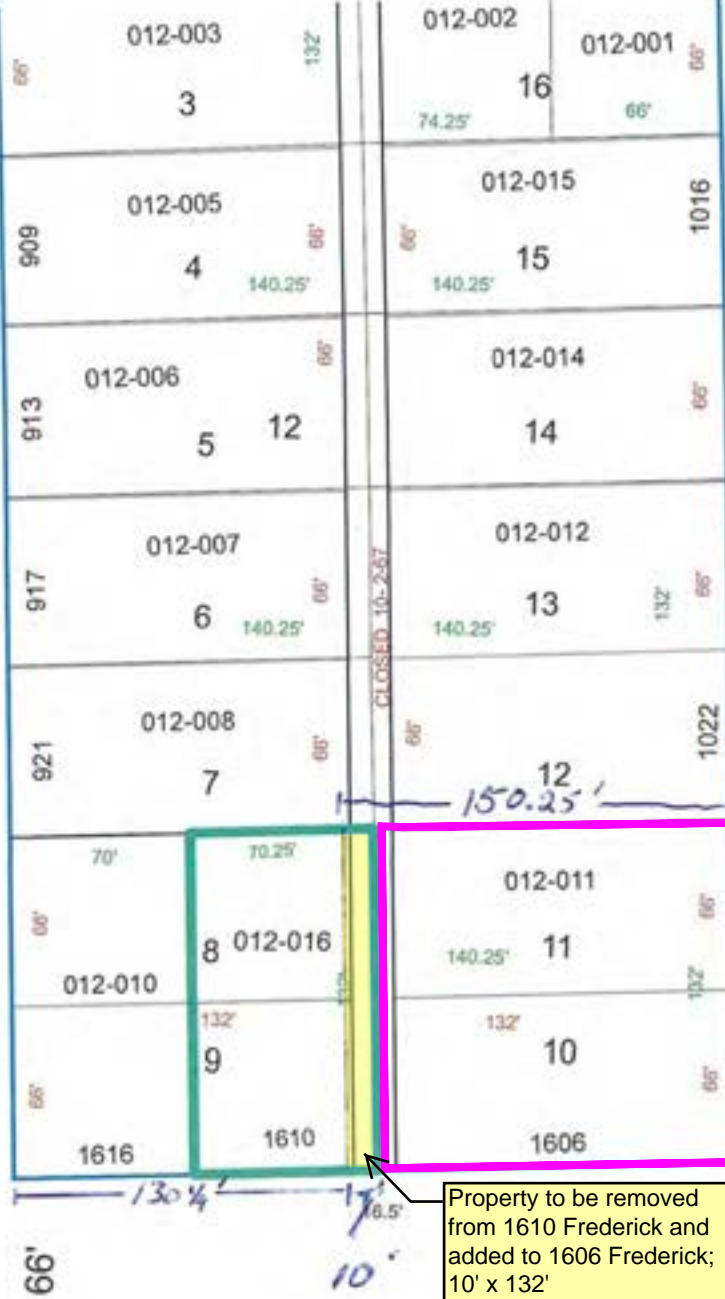
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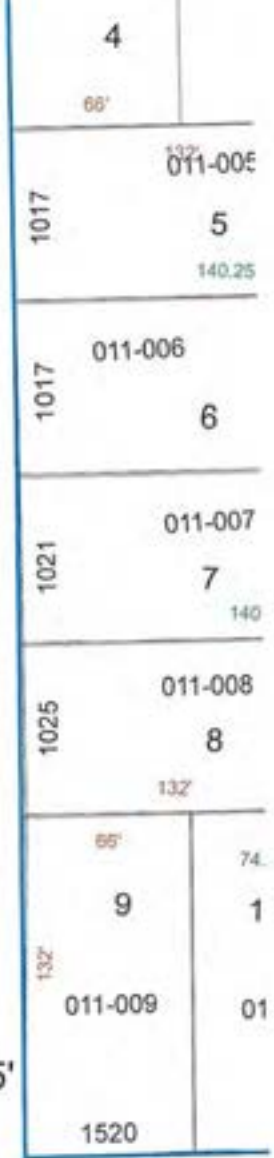




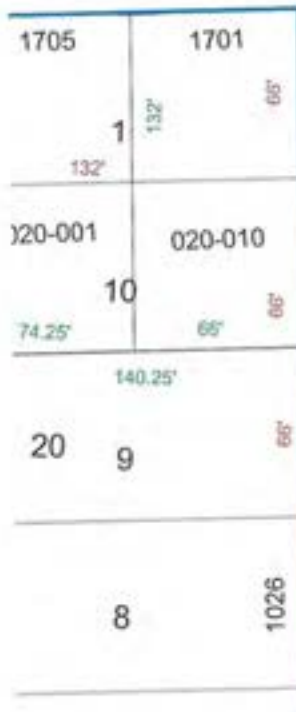
NAFUS ST.



ISHAM ST.



K ST.



49.5'



CLOSED 3-18-87





CITY OF OWOSSO  
DIVISION OF PLATTED CITY LOTS  
DEPARTMENTAL REVIEW

PLEASE ROUTE THIS APPLICATION IN THE FOLLOWING SEQUENCE AND RETURN TO THE BUILDING DEPARTMENT AS SOON AS POSSIBLE.

INITIAL REVIEW BY BUILDING OFFICIAL:

COMMENTS No Issues if All Buildings to be with A minimum  
of 31 Setbacks From Property Lines on Greater Setbacks  
As Required by Zoning.

\*\*\*ASSESSING: LARRY COOK

RECOMMEND APPROVAL ☒ DENIAL ☐  
WRITE NEW DESCRIPTIONS ☒  
AT THE END OF YEAR, CHECK WITH COUNTY FOR  
DELINQUENT TAXES: PAID ☐ UNPAID ☐

COMMENTS New Description attached. The split  
piece of land to be added to parcel 050-002-012-011-00  
to clear up any encroachment issues.

\*\*\*COMMUNITY DEVELOPMENT:  
SUSAN MONTENEGRO

RECOMMEND APPROVAL ☒ DENIAL ☐

COMMENTS no known zoning issues

\*\*\*PUBLIC UTILITIES:  
GLENN CHINAVARE

RECOMMEND APPROVAL ☒ DENIAL ☐

COMMENTS NO UTILITY CONFLICTS

\*\*\*ENGINEERING/Public Services  
MARK SEDLAK  
Glenn Chinavare

RECOMMEND APPROVAL ☒ DENIAL ☐

COMMENTS NO CONFLICTS  
Alley is already closed.

RETURN TO BUILDING OFFICIAL FOR WRITTEN RECOMMENDATION OR DENIAL

RETURN ALL MATERIALS TO ~~BRIDGET CANNON~~ Tanya Buckelew

SEND COPY OF APPLICATION TO APPLICANT WITH DATE OF COUNCIL MEETING

PREPARE MEMO AND ~~COPY (15)~~ FOR COUNCIL MEETING; SUBMIT TO CLERK'S OFFICE

AFTER COUNCIL APPROVAL OR DENIAL, NOTIFY APPLICANT WITH COPY OF COMPLETED APPLICATION.

AFTER COUNCIL APPROVAL OR DENIAL, NOTIFY ASSESSOR WITH ORIGINAL OF COMPLETED APPLICATION.

AFTER COUNCIL APPROVAL OR DENIAL, COPY TO BLDG FILE



## **Land Division of Platted Lots**

De Good, John & Linda

1610 Frederick Street  
050-602-012-016-00

### **Current Description of Entire Parcel**

E 62' OF LOTS 8 & 9, BLK 12, M L STEWART & CO'S 2ND ADD, INCLUDING 1/2  
CLOSED ADJ ALLEY

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### **New Description After Split, (1610 Frederick St. 050-602-012-016-00)**

E 62' OF LOTS 8 & 9, BLK 12, M L STEWART & CO'S 2ND ADD, (EXCEPT E 1.75')

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### **Description Split Parcel,**

E 1.75' OF LOTS 8 & 9, BLK 12, M L STEWART & CO'S 2ND ADD, INCLUDING  
1/2 CLOSED ADJ ALLEY

#### **Note:**

This split piece of land will be added to parcel 050-602-012-011-00 to clear up any  
driveway encroachment issues.





## MEMORANDUM

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

**DATE:** March 17, 2017

**TO:** Ek{ 'Eqwpekn

**FROM:** I rgpp'O 0Ej kpcxctg. 'Wk{ 'F kgevqt

**SUBJECT:** Cwqo cve'O gvgT'Tgcf kpi 'U{ uvgO '\*CO T+/'CENCTC

### RECOMMENDATION: "

Ceegr wpeg"qh'yj g'r tqr qucn'ltqo "CENCTC"Vgej pqmji lgu"NNE."cpf "cwj qtk cvkqp"vq"gpvgT"lpvq"e"Eqpvtcewcn' Ugtxlegu"Ci tggO gpv'hqt'r wtej cugf "gs wkr o gpv."kpuwmcvqp"ugt xlegu."r tqi tco o kpi ."cpf "kpwgi tcvkqp"qh'c"Hz gf " P gvy qtm'f o kpuwmcvqt '\*HP C+CO T'u{ uvgO 0""

### BACKGROUND: "

Vj g'ekv{ "ewttgpm{ "wugu"e"eqo dlpvqp"qh'o gvgT'tgcf kpi "vgej plk wgu."y j lej "lpenwf g'55' "tcf kq'tgcf "f tkxg/d{ "y kj " rcr vqr "f cvc"eqngevqt+."77' "vqvej /r cf "y cm/wr "cpf "vqvej "qwuif g"tgi kvgT+."cpf "pgctn{ "34' "o cpwcn'y tkxg/kp" tgcfu0"Vj g"HP C"ku"e"tcr kf n{ "i tqy kpi "vgej pqmji { "hqt"tgeqtf kpi "qh'wkw{ "o gvgtu."cpf "CENCTC"tqto gtn{ " J gzci tco + "ku"e"rgcf kpi "r kppgt "kp"y ku"HP C"v{r g"u{ uvgO 0"Vj g"HP C"cmqy u'dknkpi "uclh"vq"tgcf "o gvgtu"cv'ekv{ " j cm' ltqo " uwcvgi kcm{ " r rceg{ " r qrg" o qwpvgf " f cvc" eqngevqtu0 " Vj g" f cvc" eqngevqtu" ctg" r tqi tco o gf " vq" kpgvttqi cvgr qm'u{ uvgO "o gvgtu"y kj kp"y gk"qr gtcvki "tapi g"cpf "hqt y ctf "y g" f cvc"vq"e"ekv{ "j cm'f guki pcvgf "ugt xgt0" J ki j gt " rxxgn' CO T" u{ uvgO u" y kni' r tqxkf g" i tgcvgT" ceeqwpvcdk{ " qh' y cvgt" f go cpf u." gpj cpeg" eqpuwo gt " gpi ci go gpv'uqnwkpqu."cpf "tgf weg'hgrf "qr gtcvki "equu0""

Kp'O ctej "qh'4238"e"vgo "qh'ukz"ekv{ "uclh'o go dgtu'dgi cp"y j g'r rppkpi "hqt"y ku"CO T"u{ uvgO "r tqi lgeu0"Vj g"vgo " f gxgnr gf " dlf " ur gekhlecqvpu."uqnekvgf " i wkf cpeg" ltqo " qy gt" eqo o wplkgu" j cxkpi " ko r ngo gpvgf " yj g" uco g" vgej pqmji { ."cpf "eqo r rvgf "e"eqo r tgi gpukxg"lpgt pcr'tgxlgv "qh'dknkpi "u{ uvgO "ecr cdnkkgu"cpf "qy gt"qr gtcvki " pggf u0"Uqnekcvqp"ht"r tqr qucn'y cu'cf xgtvugf "hqt"kp"rvg"Ln{ "42380"Hz w"r tqr qucn'y gtg"uwdugs wgpvn{ " tgegkxgf "cpf "tgxlgv gf ."y kj "r tguvpvkvpu"uej gf wrgf "hqt"gej "eqo r gvki "eqo r cp{ "vq"r tqo qvg"y gk"i qqf u"cpf " ugt xlegu0"Vj g"ugrgevqp"r tqegu'd{ "ekv{ "uclh'kpxqrgf "e"pwo dgt"qh'o ggvki u."lps wklgu."cpf "qpg"ukg"xkuk"vq"cp" gzknkpi "CENCTC"ewuqo gt."vq"cuukv"kp" f gvgto kpkpi "y j g"o quv's wcrkhgf "r tqxkf gt"ht"y j g'ekv{ "u"pggf u0"CENCTC" Vgej pqmji lgu"NNE"y cu'yj g'wpcplo quw'ej qleg'hqt"CO T"u{ uvgO "f gxgnr o gpv'cpf "kpwgi tcvkqp."wukpi "dqy "Dcf i gt " cpf "Ugpuwu"o gvgtu0"

Vj g"qy gt"eqo r gvki "eqo r cplgu"y gtg<

" O lej ki cp'O gvgT"/"P gr wpg"o gvgT" GVP C"/"Ugpuwu"o gvgT" UNE"/"Dcf i gt"o gvgT""

Vj g"cdqxs"y tgg"eqo r gvki "eqo r cplgu."y j kg"xgt{ "ecr cdng"cpf "s wcrkhgf ."r tqxkf g"cp"CO T"u{ uvgO "pgvy qtm'vq" y qtm'y kj "y gk"ur gekh"e"o gvgT"v{r g0""Y j gtgu."CENCTC"ecp"lpgi tcvg"cm quv'cp{ "o gvgT"dtecpf "lpvq"y gk"CO T" u{ uvgO "pgvy qtm"y j lej "y cu"e" xgt{ "cwtcevkg"hgwtg."cmqpi "y kj "y gk"mupi "j kvgT{ "qh'f gxgnr kpi "y j g"v{r g" u{ uvgO u0"Hz t" r tleg" eqo r ctkqp." CENCTC" r tguvpvgf " yj g" ugeqpf " ny guv' qxgtcm' equv' r tqr qucn' ltqo " dlf " ur gekhlecqvpu0""



"

## FISCAL IMPACTS: "

Vj g'equv'qh'vj ku'r tqlgev'cu'f gvgto kpgf 'd{ 'uchh'cpf 'CENCTC'ku'&3.: : ; .3; ; 0: . 'y kj 'eqpvkpi gpe{ 'equu'dwkn'kp0"  
Vj g'kpkcn'hwpf kpi "qh'vj g'r tqlgev'y knleqo g'ltqo "vj g'H 4238/4239"Y cvgt'Ecr kcnDwf i gv'tgr nrego gpv'hwpf "  
7; 3/; 23/; 990222"cpf "Ugy gt'Ecr kcnDwf i gv'tgr nrego gpv'hwpf "7; 2/; 23/; 990220"  
"

Eqpukf gtcdrq'ucxkpi ulequv'cxqkf cpeg'cwtldwgf "q'o gvgt'o clpvpcpeg'cpf 'tgr nrego gpw."dknpi "u{uvg " "  
kps wtkgu."cpf "vtqwdrguj qqv'kpi "qh'o gvgt'tgi kvgf'eqo r qpgpw'y kn'dg'tgcnk gf "ltqo "vj g'ko r ngo gpvcvkp'qh'c'pgy "  
CO T"f cwcug'u{uvg "cpf 'pgy 'y cvgt'o gvgtu0"Vj g'tgncdkk{ "cpf 'f gr gpf cdkk{ "qh'vj g'HP C'pgwy qtnly kn'dgpgk'  
dqvj "vj g'ewuqo gt"cpf "vj g'y cvgt"dknpi "qhleg0""  
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Cwcej o gpw<\*3+"Tguqnwkp"

" "\*\*\*\*\*4+'Rtqr qucn'Rtqlgev'Rtlekpi '"

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**RESOLUTION NO.**

**AUTHORIZING CONTRACT WITH ACLARA TECHNOLOGIES, LLC  
FOR EQUIPMENT, INSTALLATION SERVICES, PROGRAMMING, & SYSTEMS DEVELOPMENT FOR  
A FIXED NETWORK ADMINISTRATOR AUTOMATIC METER READING SYSTEM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Water and Wastewater Replacement Fund for the development and installation of a Fixed Network Administrator (FNA) Automatic Reading System (AMR), and

WHEREAS, city of Owosso staff/s developed bid specifications for the Fixed Network Administrator AMR system, and subsequently advertised for "Requests for Proposals" for the development and installation of a Fixed Network Administrator AMR system and replacement water meters, and

WHEREAS, the city of Owosso staff/s has reviewed the four competitive proposals received and determined that ACLARA Technologies, LLC of Hazelwood, MO submitted the best and most competitive proposal for the city of Owosso water and sewer utility billing needs.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with ACLARA Technologies, LLC for the procurement of equipment, programming, and systems development for a Fixed Network Administrator AMR system.
- SECOND: The accounts payable department is authorized to submit payment to ACLARA Technologies, LLC in an amount not to exceed \$1,889,199.78 for purchased equipment, programming and installation services for development of a Fixed Network Administrator AMR system.
- THIRD: The above expenses shall be paid from account numbers 590-901-977000 and 591-901-977.000.



## **MASTER AGREEMENT**

This Master Agreement ("Agreement") is made and entered into as of the date last signed (the "Effective Date") by and between Aclara Technologies LLC, 945 Hornet Drive, Hazelwood, MO 63042, an Ohio limited liability company ("Aclara") and the City of Owosso, 301 W. Main Street, Owosso, MI 48867 ("Customer"). Collectively, Aclara® and Customer may be referred to as "Parties or individually as "Party".

This Agreement, consisting of this document and the following Attachments and Exhibits attached hereto, as each or collectively may be amended, sets forth the terms and conditions under which the Parties agree to the purchase and sale of certain of Aclara's equipment, software and certain third party software. By signing this Agreement Customer hereby represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the following Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Customer and Aclara.

- 1) Attachment 1, Aclara Standard Terms and Conditions for Sale of Equipment and Certain Services
- 2) Exhibit A, Statement of Work, if applicable
- 3) Exhibit B, Aclara AMI Pricing Sheet
- 4) Exhibit C, Software License Agreement with its associated Attachment A
- 5) Exhibit D, Maintenance Agreement
- 6) Exhibit E, Aclara Equipment Warranties

### **1. Term**

- A. The term of this Agreement shall become effective on the Effective Date and shall continue in full force and effect, unless earlier terminated in accordance with this Agreement, until the last of the Exhibits shall have expired. Notwithstanding such termination, certain rights and obligations arising under this Agreement, including, but not limited to those concerning indemnity, Dispute Resolution, and Limitation of Liability and the Software License Agreement, Non-disclosure Agreement and Maintenance Agreement shall survive the termination of this Agreement. The term of this Agreement may be extended by mutual agreement of the Parties.
- B. In the event that the Customer desires to purchase additional equipment, any such purchases shall be at such prices and delivery shall occur on such dates as the Parties may then agree. All other terms and conditions contained in this Agreement shall apply to such purchases.

### **2. Purchase, Sale and License.**

- A. Customer will purchase and Aclara will sell the Hardware and Services and license the Aclara Licensed Software and the Third Party Licensed Software at the prices and in the quantities set forth on the Exhibit B or as mutually agreed to by the parties, and upon the terms and conditions set forth in this Agreement, the Aclara Standard Terms and Conditions of Sale for Equipment and Certain Services, attached hereto as Attachment 1, the Professional Services set forth in the Statement of Work, attached hereto as Exhibit A, the Software License Agreement attached hereto as Exhibit C and the Maintenance Agreement attached hereto as Exhibit D.
- B. Aclara shall use commercially reasonable efforts to deliver the Equipment and Software and provide the Services within a reasonable period of time. Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by an act or omission of the other Party or such Party's Personnel.



3. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by Electronic Mail or United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown in the first paragraph. Notices so given shall be deemed received upon receipt of Electronic Mail or three business days from the date of deposit in the U. S. Mails, to the addresses set forth in the first paragraph, and, in the case of Aclara, with a copy to Aclara Legal Department.
4. Compliance with Laws. Aclara shall comply with all applicable federal, state and local laws, and ordinances ("Laws") in the performance of its duties under this Agreement.
5. Waiver. No waiver of any term of this Agreement by either party shall be deemed to be a further or continuing waiver of any other term of this Agreement.
6. Entire Agreement. This Agreement including Attachment 1, Exhibits A, B, C, D, and E constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of the Master Agreement. No modification, amendment, revisions or supplements to this Master Agreement shall be enforceable unless in writing, signed by both Customer and Aclara.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date last signed below.

**Aclara Technologies LLC****City of Owosso**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Christopher T. Eveleth

Title: \_\_\_\_\_

Title: Mayor

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

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

ATTEST:

By: \_\_\_\_\_

Name: Amy K. Kirkland

Title: City Clerk

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



## Terms and Conditions

### Standard Terms and Conditions of Sale for Equipment and Certain Services

1. Aclara (as used herein shall mean “Aclara Technologies LLC”, “Aclara Meters LLC”, “Aclara Meters S.L.”, “Aclara Meters Canada, Inc.”, “MRH Meters UK LTD.”, “Aclara Japan Godo Kaisha”, “Aclara Meters Chile SpA”, or “Aclara India Private Limited”). Customer as used herein shall mean the City of Owosso. Aclara agrees to sell and deliver to Customer the parts, materials, supplies, software, and other goods (“Equipment”) and Services described in the Master Agreement and accompanying Exhibits (“Master Agreement”) to which these Terms and Conditions are attached. The Master Agreement is governed by these terms and conditions. Customer Licensing of any Software and the providing of any Maintenance Services shall be performed in accordance with Exhibits C – Software License Agreement and Exhibit D – Maintenance Agreement, respectively. Customer may issue one or more purchase orders under this Master Agreement. Any such issuance shall be deemed an acceptance of these terms and conditions; any different or additional terms, whether incorporated in Customer’s Purchase Order or otherwise, are hereby specifically rejected. Regardless of any language that may appear on Customer’s Purchase Order including Provisions that may be construed as saying that Aclara’s acceptance and/or fulfillment of the Purchase Order shall serve as an acceptance of the terms of the Purchase Order, no deviation from the terms and conditions contained herein shall be enforceable against Aclara unless contained in a separate amendment to these standard terms and conditions executed by authorized officers of Aclara and Customer which specifically sets forth the terms contained herein that are to be amended and the specific amendment. The Master Agreement, including these terms and conditions, and Customer’s acceptance constitute the “Agreement”.

#### 2. PRICE.

As payment for the Equipment and Services, Customer shall pay the price(s) in Exhibit B to the Master Agreement.

#### 3. SHIPMENTS.

Shipment of the Equipment and performance of the Services shall be in accordance with the schedule set forth, or referenced, in the Master Agreement.

#### 4. CHANGES.

Customer may request, in writing, changes in the scope of the Master Agreement. Such changes shall be effected only upon Aclara’s concurrence with such request. If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule.

#### 5. FORCE MAJEURE.

Aclara shall not be liable for delays in shipment or delivery of any items sold hereunder, or loss or damage thereto, when due to acts of God, acts of Customer, acts of civil or military authority, governmental restrictions or embargoes, war, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or delay by supplier, breakdown in manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond Aclara’s reasonable control.

#### 6. INSPECTIONS.

Any Equipment may, at the option of the Customer, be subject to inspection by Customer at its cost at Aclara’s or Aclara’s contract manufacturer’s factory in accordance with Aclara’s normal inspection system during normal



business hours. All inspections by Customer shall be performed in such manner as not to delay performance by Aclara. Customer must provide Aclara with a minimum of forty-eight (48) hours prior written notice of such inspections.

## **7. PACKAGING.**

All material and equipment to be furnished by Aclara shall be packed, crated, or otherwise suitably protected to withstand shipment to its destination. Each package, crate, or container shall be marked with the name of the consignee, shipping destination, and purchase order number. Complete packing lists shall be supplied showing contents and identity of each package.

## **8. TITLE, SHIPPING, AND RISK OF LOSS.**

8.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Aclara shall deliver Equipment to Customer FCA Aclara's facility or warehouse (Incoterms 2010). For export shipments, Aclara shall deliver Equipment to Customer FCA Port of Export (Incoterms 2010). Customer shall pay all delivery costs and charges or pay Aclara's standard material, handling, and freight charges. Partial deliveries are permitted. Aclara may deliver Equipment in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Aclara of all information necessary to proceed with the work without interruption. If the Equipment delivered does not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Customer shall so notify Aclara within ten (10) days after receipt.

8.2 For shipments that do not involve export, title to Equipment shall pass to Customer upon delivery in accordance with Section 8.1. For export shipments from a Aclara facility or warehouse outside the U.S., title shall pass to Customer upon delivery in accordance with Section 8.1. For shipments from the U.S. to another country, title shall pass to Customer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Equipment shall pass to Customer the earlier of (i) the port of export immediately after Equipment have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Customer arranges the export or intercommunity shipment, Customer will provide Aclara evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding the foregoing, Aclara grants only a license, and does not pass title, for any software provided by Aclara under this Agreement, and title to any leased equipment remains with Aclara.

8.3 Risk of loss shall pass to Customer upon delivery pursuant to Section 8.1, except that for export shipments from the U.S., risk of loss shall transfer to Customer upon title passage.

8.4 If any Equipment to be delivered under this Agreement or if any Customer equipment repaired at Aclara's facilities cannot be shipped to or received by Customer when ready due to any cause attributable to Customer or its other contractors, Aclara may ship the Equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Aclara places the Equipment into storage, the following apply: (i) title and risk of loss immediately pass to Customer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Aclara upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Aclara related to the storage shall be payable by Customer upon submission of Aclara's invoices; and (iv) when conditions permit and upon payment of all amounts due, Aclara shall make the Equipment and repaired equipment available to Customer for delivery.

8.5 If repair Services are to be performed on Customer's equipment at Aclara's facility, Customer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Aclara shall be responsible for damage to the equipment while at Aclara's facility to the extent such damage is caused by Aclara's negligence.

## **9. SUBSTITUTION.**

Aclara shall have the right to substitute an item of Equipment for an item specified in the Master Agreement provided that such substituted item is, in fact, functionally equivalent to the specified item. In the event of any such substitution, Aclara shall give Customer prompt written notice of its intention to make a substitution which notice shall set forth the reason(s) for such substitution and shall contain a statement that the substituted item is functionally equivalent to the specified item



## **10. WARRANTY**

Aclara warrants its products as follows:

- A) For Power-Line System Equipment, please refer to Aclara TWACS standard warranties.
- B) For Radio Frequency Equipment, please refer to Aclara STAR standard warranties.
- C) For Meters, please refer to Aclara Meter standard warranties.
- D) For Software products, please refer to Aclara Software standard warranties.
- E) For Services, please refer to Aclara's service standard warranties.
- F) For Cellular Base Equipment, please refer to Metrum Cellular by Aclara standard warranties.
- G) For Substation Monitoring Equipment, please refer to Aclara Grid Monitoring standard warranties.

## **11. ASSIGNMENT.**

Customer shall not assign its right, title, or interest herein, or any part thereof, to any person without the prior written consent of Aclara. Such consent shall not be unreasonably withheld.

## **12. SUCCESSORS AND ASSIGNS.**

The Agreement, subject to the provisions hereof, shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

## **13. CONFIDENTIAL AND PROPRIETARY DATA (ACLARA).**

To the extent Aclara furnishes confidential and proprietary information of Aclara (hereinafter referred to collectively as, the "Confidential Information") to Customer under this Agreement, Aclara and Customer agree as follows:

A. Confidential Information includes, without limitation, (i) non-public information and/or private business information developed, collected or created by Aclara or at Aclara's expense or direction or non-public information and/or private business information developed, collected or created by a third party and lawfully in the possession of Aclara; (ii) trade secret information including technical or non-technical data, formulae, patterns, compilations, client lists, business plans, programs, devices, methods, techniques, drawings, diagrams or processes, data, databases, software, specifications, in any form or format that (1) are not generally known in the trade or business of Aclara, (2) have direct or indirect, tangible or intangible, actual or potential value, (3) are not readily ascertainable from publicly available information, and (4) are the subject of reasonable protection measures taken by Aclara.

B. Except as provided in sections 13D and 13E, Customer shall not, without the prior written consent of the Aclara: (i) disclose or reveal any of Aclara's Confidential Information to any third party; (ii) use any of the Confidential Information other than pursuant to and in accordance with performing this contract; (iii) copy, reverse engineer or disassemble any products, technology, software, database, operating system or tangible objects that utilize, embody or contain any portion of the Protected Information; or (iv) use Aclara's Protected Information for its own or any third party's independent economic gain. The period of confidentiality shall be indefinite with respect to Aclara's Confidential Information.

C. Customer shall apply security measures no less stringent than the measures that Customer applies to its own like information, but not less than a reasonable degree of care, to prevent the unauthorized disclosure and use of the Confidential Information.

D. Customer may disclose Confidential Information received from Aclara in the following circumstances: (i) disclosure to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that Licensee promptly notifies Aclara upon learning of such requirement prior to disclosure and has given Aclara a reasonable opportunity to contest or limit the scope of such required disclosure



(including but not limited to making an application for a protective order); (ii) disclosure to nominated third parties under written authority from Aclara of the Confidential Information; and (iii) disclosure to those within its organization having a need to know.

E. The provisions of this Section 13 shall not apply to information which: (i) at the time of disclosure to Customer, is generally available to the public or thereafter, without any fault of the Customer becomes generally available to the public by publication or otherwise, or which becomes general knowledge; or (ii) was lawfully in the possession of the Customer prior to its disclosure by Aclara; or (iii) was independently made known without restriction to the Customer by a third party having a bona fide right to disclose such information; or (iv) was developed by the Customer independently from the Confidential Information disclosed to it by Aclara.

F. A breach by Customer of any of the covenants of this Section 13 will cause Aclara to suffer loss which will not be adequately compensated for by damages, and in addition to damages in respect of any breach of this Section 13, Aclara shall be entitled to seek equitable remedies (including, without limitation, injunctive relief) in case of a breach or to prevent a breach of this Section 13.

#### **14. CONFIDENTIAL AND PROPRIETARY DATA (CUSTOMER).**

A. All information of Customer that Customer considers proprietary and furnishes to Aclara in connection with Aclara's performance hereunder will be clearly marked as proprietary by Customer (hereinafter "Customer Proprietary Data"). Customer information not so marked shall not be considered to be proprietary to Customer. Customer hereby grants to Aclara authority to use Customer Proprietary Data only for the purposes of this Agreement. Aclara agrees to keep such Customer Proprietary Data confidential, to use it only for work necessary to the performance of the Agreement, and not to sell, transfer, disclose, or otherwise make available any of such data to others. Aclara may disclose or otherwise make available such Customer Proprietary Data, with Customer's consent, to a third party with whom Aclara contracts for work necessary to the performance of this Agreement, provided that said third party agrees to be bound by the limitations on use and disclosure contained herein.

B. Notwithstanding the foregoing, Customer Proprietary Data shall not include material which: (i) at the time of disclosure is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise; or (ii) is information which Aclara can show was in its possession at the time of disclosure and was not acquired directly or indirectly from Customer; or (iii) is information which was received by Aclara from a third entity having legal right to transmit the same. All information pertaining to supply/usage/load profiles shall be recognized by Aclara as proprietary information.

#### **15. TERMINATION FOR CAUSE.**

A. Customer may terminate this Agreement upon delivery to Aclara of a written notice of termination. Such notice of termination shall be given to Aclara at least ten (10) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons: 1) If Aclara shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or 2) if a receiver, trustee or liquidator of any property or income of Aclara is appointed; or 3) if Aclara: a. defaults in any material manner in the performance of Aclara's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement and b. further fails within thirty (30) days (or as otherwise mutually agreed) after written notice thereof from Customer to take reasonable steps to remedy such default. Customer shall be permitted to pursue any and all rights and remedies available hereunder or at law or in equity without terminating this Agreement for cause. In the event of termination for cause by Customer, Aclara shall be paid only the portion of the compensation related to Work performed prior to the effective date of termination. Aclara shall also be subject to any claim Customer may have against Aclara under other provisions of this Agreement, or as a matter of law.



B. Aclara may also terminate this Agreement upon delivery to Customer of a written notice of termination. Such notice of termination shall be given to Customer at least ten (10) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons: 1) If Customer shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or 2) if a receiver, trustee or liquidator of any property or income of Customer is appointed; or 3) if Customer: a. defaults in any material manner in the performance of Customer's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement and b. further fails within thirty (30) days (or as otherwise mutually agreed) after written notice thereof from Aclara to take reasonable steps to remedy such default.

Customer shall also be subject to any claim Aclara may have against Customer under other provisions of this Agreement, or as a matter of law.

#### **16. TERMINATION FOR CONVENIENCE.**

Customer reserves the right, at any time, to terminate this Agreement, or any portion of the Work, for its sole convenience. Any such termination shall be effected by delivery of a written notice of termination to Aclara specifying the extent to which the Agreement and related Work have been terminated and the date upon which the termination shall be effective. The date of the effective date of termination shall be no earlier than 30 days from the receipt of the notice of termination by Aclara. Upon receipt of such notice, Aclara shall in good faith and using all commercially reasonable efforts, stop all work hereunder, and shall promptly take steps to cancel existing orders, contracts and subcontracts relating to the Purchase Order.

In the event of such termination, Aclara shall be entitled to receive: 1) the price due Aclara for the Work performed, the Equipment delivered, the Software licensed and the Services performed; 2) the price for Equipment manufactured but not delivered prior to the effective date of termination if Customer desires to purchase such Equipment; 3) all costs reasonably incurred by Aclara prior to the effective date of termination including, but not limited to, labor, materials and overhead not covered under 1) or 2), above; 4) the reasonable cost of termination reasonably incurred by Aclara in accordance with Customer's termination notice which costs shall include the reasonable cost incurred by Aclara in preparing any termination settlement proposal; and 5) Fifteen percent (15%) of the amounts payable under 3) and 4), above.

No costs incurred after the effective date of the notice of termination shall be treated as a reimbursable cost unless it relates to performing the portion of the work not terminated, or taking measures reasonably required to comply with Customer's notice of termination in a prudent and business-like manner.

#### **17. NON-DISCRIMINATION.**

During the performance of this Agreement, the Aclara agrees as follows: Aclara will comply with all applicable provisions of and, if required, furnish all information and reports required by Section 503 of the Rehabilitation act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), as amended, the Americans with Disabilities Act (ADA) including the ADA Amendments Act, the Federal Executive Order No. 11246, as amended, the regulations at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and of the rules, regulations, and relevant orders of the Secretary of Labor. Such acts, amendments, rules, regulations and orders are incorporated herein by reference.

#### **18. INDEPENDENT CONTRACTOR.**

Aclara agrees to perform the work in connection with this Agreement as an Independent Contractor and not as a subcontractor, agent or employee of Customer, its parent, subsidiaries or affiliates, or their respective officers, directors,



agents or employees.

## **19. INDEMNIFICATION.**

For the purpose of this Article 19 only, "Customer Parties" shall mean Customer, its directors, officers, agents and employees, contractors and subcontractors (other than Aclara), assignees, subsidiaries and affiliates, and each of them; "Aclara Parties" shall mean Aclara, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and each of them; and "Claims" shall mean claims, demands, suits or causes of action. The Parties obligations under this Article 19 shall not be limited to their respective insurance coverage.

19.1 General Indemnity. A) Aclara shall indemnify Customer Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses arising from Claims, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more Customer Parties by or on behalf of persons other than Customer Parties involving injuries or damages to persons or property arising from or in any manner relating to negligent acts or omissions of Aclara Parties under this Agreement provided that: a. Customer promptly notifies Aclara in writing of such claims; b. Customer fully cooperates with Aclara in assisting in the defense or settlement of such claims; and c. Aclara has the sole right to conduct the defense of such claim or to settle such claim. Aclara shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Customer, any suit or action brought against Customer Parties based upon such Claims. Further, provided that Customer promptly notifies Aclara in writing of any alleged violations described below, Aclara shall also indemnify Customer Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the Work arising from or relating to acts or omissions of Aclara Parties. Aclara's obligations under this Article 19.1.A shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Customer Parties. B) Customer shall indemnify Aclara Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses from Claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought by or on behalf of persons other than Aclara Parties for injuries or damages to persons or property arising from or in any manner relating to acts or omissions of Customer Parties under this Agreement provided that: a. Aclara promptly notifies Customer in writing of such claims; b. Aclara fully cooperates with Customer in assisting in the defense or settlement of such claims; and c. Customer has the sole right to conduct the defense of such claim or to settle such claim. Customer shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Aclara, any suit or action brought against Aclara Parties based upon such Claims. Further, provided that Aclara promptly notifies Customer in writing of any alleged violations described below, Customer shall also indemnify Aclara Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the Work arising from or relating to acts or omissions of Customer Parties. Customer's obligations under this Article 19.1.B shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Aclara Parties.

19.2 Intellectual Property Indemnity. A) Aclara shall defend and indemnify Customer against any claim by a non-affiliated third party (a "Claim") alleging that Equipment or Services furnished under this Agreement infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of in which the premises where Equipment is used or Services are performed, not including Aclara's premises from which it performs Services provided that 1) in the case of Licensed Software, it is the latest released version of the Licensed Software; 2) Customer promptly, and in any event, within ten (10) days of becoming aware of the Claim, notifies Aclara in writing of such Claims; 3) Customer makes no admission of liability and does not take any position adverse to Aclara; 4) Customer provides Aclara with full disclosure and fully cooperates with Aclara in assisting in the defense or settlement of such Claims and 4) Aclara has the sole right to conduct the defense of such Claim or to settle such Claim.



B) In addition, in the event any such Equipment sold or Licensed Software licensed or Services furnished hereunder are held in such suit to be infringing or misappropriating or their use by Customer is enjoined or limited in any manner, or Aclara believes that such holding or enjoining is likely, Aclara shall at its sole option and expense: 1) procure for Customer the right to continue use of such Equipment or Licensed Software, or 2) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing, or (3) failing (1) or (1), take back infringing Equipment, Licensed Software or Services and refund the price received by Aclara attributable to the infringing Equipment, Licensed or Services. Notwithstanding the foregoing, Aclara shall not be liable for any Claim based upon (a) the combination or use of the Equipment or Licensed Software with any other equipment or software not supplied or authorized by Aclara, or (b) Customer's possession or use of any altered version of the Equipment or Licensed Software unless such alteration has been performed or expressly authorized by Aclara or (c) failure of Customer to implement any update provided by Aclara that would have prevented the Claim or (d) Equipment or Services made or performed to Customer's specifications.

C) Section 19.2 states Aclara's exclusive liability for intellectual property infringement by Equipment, Licensed Software and Services.

D) Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Agreement. All new intellectual property conceived or created by Aclara in the performance of this Agreement, whether alone or with any contribution from Customer, shall be owned exclusively by Aclara. Customer agrees to deliver assignment documentation as necessary to achieve that result.

## **20. PUBLICITY.**

Neither Party shall, without the express written consent of the other Party, disclose any information or make any news release, advertisement, or public communication regarding this Agreement. Notwithstanding the foregoing, nothing herein shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such Party's (or such Party's Parent's) obligations under any applicable law or requirement of any stock exchange.

## **21. INSURANCE.**

In the event that Aclara's obligations hereunder require or contemplate performance of Services by Aclara's employees, or persons under contract to Aclara, to be done on Customer's property, or property of the Customer's customers, Aclara agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Customer. Further, in such event, Aclara shall maintain:

- (A). General Liability insurance on a one million dollar (\$1,000,000), per occurrence basis; and
- (B). Statutory workers compensation insurance. Customer shall be named an additional insured or loss payee as its interest may appear on the policy referred to in 21.A. above.

## **22. LIMITATION OF LIABILITY.**

Notwithstanding anything contained herein to the contrary, the total aggregate liability of Aclara to the Customer for all liability arising out of or in connection with the performance by Aclara of its obligations under this Agreement shall be limited to the aggregate sum of payments made by Customer to Aclara under this Agreement. IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE, OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **23. TAXES AND PAYMENT.**

Aclara shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement ("Aclara Taxes"). Customer shall be responsible for all taxes, duties, fees, or other charges of any



nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or Aclara or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Aclara Taxes ("Customer Taxes"). The Price does not include the amount of any Customer Taxes. If Customer deducts or withholds Customer Taxes, Customer shall pay additional amounts so that Aclara receives the full Price without reduction for Customer Taxes. Customer shall provide to Aclara, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

## **24. INVOICING AND PAYMENT.**

Aclara will invoice Customer for the Equipment, Software and Services as follows based upon the prices set forth in the Agreement: 1) Equipment. Aclara will invoice Customer for the Equipment purchased hereunder upon Delivery (as defined below). 2) Software. Aclara will invoice Customer for the Software license purchased hereunder upon Delivery. 3) Program Management Support and Support Services. Program Management and Support Services will be invoiced as such services are provided and after shipment of software to Customer.

B. Payment of all such invoices shall be due and payable thirty (30) days from the date of delivery.

C. Any amounts not paid when due shall bear interest at the lesser of 1 1/2% per month or the highest amount permitted by law until paid.

D. Delivery means, (i) in the case of Equipment purchased hereunder, the loading of the equipment on the means of transport of the carrier selected by Aclara pursuant to Section 8 above; (ii) in the case of Software provided hereunder, the remote installation of the Software by Aclara on the Customer-provided designated Equipment, or if applicable, upon the Delivery of the designated Equipment provided by Aclara on which the Software is installed; and (iii) in the case of Services provided hereunder, the periodic performance of such Services as described herein.

## **25. SEVERABILITY.**

In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining portions of this Agreement shall continue to be binding and enforceable.

## **26. GOVERNING LAW AND DISPUTE RESOLUTION.**

26.1 This Agreement shall be governed by and construed in accordance with the laws of (i) the State of Michigan if Customer's place of business is in the U.S. or (ii) England if the Customer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Agreement includes the sale of Equipment and the Customer is outside the Aclara's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

26.2 All disputes arising in connection with this Agreement, including any question regarding its existence or validity shall be resolved in accordance with this Article 26. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Customer, in accordance with the following:

(a) if the Customer's pertinent place of business is in the U.S, legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either St. Louis County, Missouri or the location of Customer's principal place of business; or (b) if the Customer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three. When three arbitrators are involved, each



party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Agreement, and if a solution is not found in the Agreement, shall apply the governing law of the Agreement. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

26.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Articles 13 and 14 and/or the nuclear use restrictions set forth in Section 31.1, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 26.2.

## **27. NOTICES.**

Any notices required under this Agreement shall be in writing, in the English language, and shall for all purposes be deemed to be fully given and received if sent by registered or certified mail, postage prepaid, to the respective parties at the addresses set forth on face hereof. Such addresses are subject to change by the respective parties upon written notice as herein provided.

## **28. SURVIVABILITY.**

Notwithstanding the expiration or termination of this Agreement, the following Sections shall survive according to their terms: 9, Warranty; 12, Proprietary Data (Aclara); 13, Proprietary Data (Customer); 26, Governing Law and Dispute Resolution; 27, Notices.

## **29. GENERAL CLAUSES.**

**29.1** Equipment and Services sold by Aclara are not intended for use in connection with any nuclear facility or activity, and Customer warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of Aclara. If, in breach of this, any such use occurs, Aclara (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Aclara, Customer shall indemnify and hold Aclara (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Aclara to any such use, if any, will be conditioned upon additional terms and conditions that Aclara determines to be acceptable for protection against nuclear liability.

**29.2** Customer shall notify Aclara immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. If Customer fails to do so or Aclara objects to the change, Aclara may (a) terminate the Agreement, (b) require Customer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Aclara's Confidential Information.

## **30. COMPLIANCE WITH LAWS, CODES AND STANDARDS**

**30.1** Aclara shall comply with laws applicable to the manufacture of Equipment and its performance of Services. Customer shall comply with laws applicable to the application, operation, use and disposal of the Equipment and Services.

**30.2** Aclara's obligations are conditioned upon Customer's compliance with all U.S. and other applicable trade control laws and regulations. Customer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Customer and specified as the country of ultimate destination on Aclara's invoice.

**30.3** Notwithstanding any other provision, Customer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Customer's obligations, except that Aclara shall obtain any license or registration necessary for Aclara to generally conduct business and visas or work permits, if any, necessary for Aclara's personnel. Customer shall provide reasonable assistance to Aclara in obtaining such visas and



work permits.

### **31. US GOVERNMENT CONTRACTS.**

**31.1** This Article 31 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

**31.2** Customer agrees that all Equipment and Services provided by Aclara meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of the Equipment is unknown unless otherwise specifically stated by Aclara in this Agreement. Customer agrees any Services offered by Aclara are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Customer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Article 30 shall be the one in effect on the effective date of this Agreement.

**31.3** If Customer is an agency of the U.S. Government, then as permitted by FAR 12.302, Customer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Customer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Price.

**31.4** If Customer is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Customer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Price.

### **32. SOFTWARE LICENSE AGREEMENT.**

The purchase of any Software shall be governed in accordance with: (i) the license terms accompanying the Software file at the time it is downloaded or installed; or (ii) if no license terms accompany the Software file, a separate Software License Agreement that has been executed by Aclara and Customer and that is in effect for the product(s) at the time of the purchase.

### **33. TERMS OF AGREEMENT: ORDER OF PRECEDENCE.**

The Parties intend for these express standard terms and conditions contained in this Master Agreement (including any Schedules and Exhibits thereto) and in any Purchase Order that are consistent with these standard terms and conditions to exclusively govern and control each of the Parties' respective rights and obligations regarding the manufacture, purchase and sale of Equipment and Service. Notwithstanding the foregoing, if any terms and conditions contained in a Purchase Order conflict with any terms and conditions contained in this Agreement, the applicable standard term or condition herein will prevail and such contrary or different terms will have no force or effect. Except for such contrary terms, the terms and conditions of all Purchase Orders are incorporated by reference into this Agreement for all applicable purposes hereunder. Without limitation of anything contained in this Section 33, any additional, contrary or different terms contained in any Confirmation or any of Seller's invoices or other communications, and any other attempt to modify, supersede, supplement or otherwise alter this Agreement, are deemed rejected by Buyer and will not modify this Agreement or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized Representatives of both Parties.

### **34. ENTIRE AGREEMENT.**

The Agreement contains the entire agreement and all representations between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

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## **EXHIBIT A**

### **STATEMENT OF WORK**

**Project Name:** City of Owosso, MI (“System Owner” or “Customer”) STAR® Technology System Implementation (“Project”)

This Statement of Work (“SOW”) and the terms and conditions of the Agreement describe the Services to be provided to the System Owner in support of the Project as authorized by the System Owner. Signing this SOW. This SOW is governed by the Agreement’s Attachment 1, Aclara Standard Terms and Conditions of Sale for Equipment and Certain Services. By signing this SOW, System Owner represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the Agreement, its Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the System Owner and Aclara.

#### **Scope of Work**

Aclara will implement a STAR Technology System, including hardware on the System Owner approved and supplied assets and software on the Aclara hosted hardware, to support various use of the components and applications defined in Attachment 1. More detailed requirements will be developed during the requirements task of the project, but will remain consistent with Attachment 1, unless mutually agreed by Customer and Aclara.

#### **1. Project Approach**

- A.** The Aclara Professional Services Team (“Aclara Team”) assigned to this project will complete the Aclara tasks described herein and will perform work for the Customer for the duration of the Project at designated Customer U.S. facilities and from remote locations.
- B.** The scope of the services engagement for this SOW is set forth in Attachment 1, attached hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the Customer. In addition to the tasks specified in Attachment 1 hereto, the Customer will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The System Owner shall designate a System Owner project manager to work with the Aclara Team to facilitate the provision of the Services. Once this SOW is executed, Aclara and the Customer will assign resources to the project. The Aclara Team will work on the Project, and provide support as specified by the scope of work.

- 2. Changes** Aclara shall not commence work on any change to this SOW until the change has been agreed to in writing by both parties.

**NEXT PAGE IS SIGNATURE PAGE**



**IN WITNESS WHEREOF**, the parties have so agreed as of the last date signed below.

Accepted By:

Accepted by:

**Aclara Technologies LLC**

**City of Owosso, MI**

**By:** \_\_\_\_\_

**Print name:** Kurt R. Bruenning

**Title:** CFO

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

**By:** \_\_\_\_\_

**Print name:** Christopher T. Eveleth

**Title:** Mayor

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

**Attachment 1 = Project Definition**

**Attachment 2 = Aclara SGS Installation Services**

**Attachment 3 = System Acceptance Test Plan**

ATTEST:

**By:** \_\_\_\_\_

**Print name:** Amy K. Kirkland

**Title:** City Clerk

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



**Attachment 1  
To Exhibit A  
Statement of Work**

**Project Definition**

**1. STAR Technology, Meter Transmission Unit (MTU) and Meter Installation Project Scope**

The tasks listed below are those that are included in this Project Scope. Aclara will provide the Project Management and Installation Labor to complete the technology deployment as described below.

Included in the purchase of a STAR Technology Implementation are the Professional Services efforts required to analyze the location of the DCU sites, complete the installation of the DCUs, configure the software, configure the standard interfaces, configure the STAR Utility MTU Programmers, conduct an end-to-end System Acceptance Test and act as the Aclara Project Manager for the Project.

**1.1 Project Scope.** The tasks listed below are those that are included in the Project Scope. This SOW assumes work described herein will be implemented during the project timeframe defined in the Project Plan. If the System Owner chooses to delay implementation of some of the tasks, there may be an additional charge.

<b>STAR Technology for Water</b>
Provides a single point of contact (Aclara Project Manager) from Aclara during execution of this SOW
Provides timely project updates on Aclara tasks and system performance
Serve as point of escalation for issues related to Project
Installation labor for MTUs and meters at those endpoints agreed upon with System Owner in accordance with the quantities described in Exhibit B to the Agreement
Complete coordination and management of field installers
Installation labor and hardware for up to five (5) Data Collection Units (DCU)
Frequency scan and obtain FCC license for communication frequency
Configuration of standard product
Integration with the MTU Programmer
Billing Output Interface
Account Import Interface

The NCC software components are licensed in accordance with the Aclara Software License Agreement ("License") executed between Aclara and the System Owner. The services carrying out the tasks stated above will be performed for integration within the System Owner's current service territory.



**1.2 Interface Scope.** Aclara will provide file-based integration as described below. Aclara will provide sufficient assistance to the System Owner for integrating with the standard interface file formats. It is the System Owner's responsibility to integrate these standards with their BS&A CIS environment. The System Owner is responsible for extract of data from the System Owner environments to integrate with Aclara interfaces.

1) Input Integration

Integration Name	Type	Functions
Account Interface	Flat File	Populate the NCC with CIS data required for identifying MTUs and data required for inclusion in the Billing Output file.

2) Output Integration

Integration Name	Type	Functions
Billing Interface	Flat File	Provide the customer CIS system with periodic (monthly/quarterly) Billing Read values that fall within a specific billing window.

**1.3 Environments.**

- 1.3.1 Aclara will configure and install one (1) NCC environment on System Owner hardware.
- 1.3.2 Aclara will install one (1) meter shop environment (as needed) on System Owner supplied hardware. The System Owner will provide sufficient Internet access to integrate this environment with the NCC. This environment will be preconfigured by the System Owner, including the Windows operating system.
- 1.3.3 Aclara will need access to both the NCC environment and the meter shop environment during the Project.

**1.4 Modifications.** No Modifications to core product will be made under this SOW.

**1.5 Data Collection Units.** The System Owner is responsible for preparing the site to meet Aclara's DCU installation standards and securing any required attachment agreements.

**1.6 Out of Scope Areas.** In the event the System Owner requires Services for any work outside the scope of this SOW, Aclara could provide such additional Services through a mutual agreement in accordance with Aclara's Change Order Procedure.

**2. Installation Approach and Logistic**

Refer to Attachment 2 – Aclara SGS Installation Services for details on installation approach and logistics.



3. **Project Approach.** The Aclara Project approach is described below. Each phase is described with an objective, team responsibilities and deliverables.



### 3.1 Project Kickoff Phase

**Objective:** The Project kick-off meeting is scheduled to introduce the project teams and formalize the start of the project. Aclara works with the System Owner to confirm the project scope, define the project team organization, and develop the communication plan between Aclara and the System Owner. The kickoff meeting focuses on reviewing project logistics and outlining the tasks and the plan for the project. The goals for this meeting are to ensure that Aclara and the System Owner are in agreement on the steps and acceptable outcomes for installation to support System Acceptance.

**Responsibilities:**

**Project Management:** The Aclara project management team is identified and is led by the Aclara Project Manager. The Aclara Project Manager is responsible for leading the implementation efforts, including managing timeline, cost and scope. The Aclara Project Manager is expected to maintain a detailed project plan and manage the deliverable responsibilities of the project staff. The Aclara Project Manager is also responsible for System Owner satisfaction, minimizing project risk and ensuring on-time delivery. The Aclara Project Manager is responsible for understanding issues and risks and driving them to closure throughout the Project. The Aclara Project Manager will schedule regular project status discussions, to be defined by Aclara and the System Owner. These status discussions can be held via teleconference or webinar unless the Aclara Project Manager is on-site.

**Software Team:** The software team will be responsible for configuring and testing the NCC Head End and Aclara WOMS systems and integrating these products with the System Owner's CIS environment. Software implementation and integration requirements are discussed during the Project kick off meeting.

**Deployment Team:** Aclara is responsible for planning, coordinating and troubleshooting all installation field activity. The project kick-off meeting will include a discussion of deployment logistics including field processes, integration, field technology, Customer communication, safety review, logistics review (vehicles, warehousing) and inventory process review.

**System Owner:** The System Owner is responsible for identifying a Project team and an appointed System Owner Project Manager. The System Owner Project Manager works with the Aclara Project Manager formally on a weekly basis to review the project plan and Project status, and on an ad-hoc basis as needed to ensure Project schedule and quality are maintained. In this phase, the System Owner assigns their Project team, participates and assists with coordination of the Project kickoff meeting, and attends Project planning discussions. Appropriate System Owner staff will attend training conducted by Aclara's training team.

**Deliverables**

~~FA~~ **Project Communication Plan** - Includes Project contact list, escalation plan and Project meeting logistics.

~~GA~~ **Project Plan** - Lists the different phases and tasks, important milestones, approximate duration for each task, resource requirements and projected start/end dates.

~~HA~~ **Project Kickoff Materials** - Includes Project kickoff meeting agenda and materials presented and discussed during the Project kickoff meeting.



### 3.2 Requirements and Design Phase

**Objective:** The implementation process begins with the confirmation of functional, integration, and infrastructure requirements for the system. Aclara will meet with the key stakeholders to review the detailed requirements for the system. All product hardware and requirements will be finalized and product orders submitted. Field installation plans will document the approach, logistics, timing and requirements for installations. Site surveys, propagation studies and spectrum analysis will be completed if needed in order to finalize the installation plan for all DCU's. If not completed prior to this phase, System Owner will be guided through the completion of acquiring an FCC license, required for operation of the system. If needed, the System Owner will be responsible for securing site agreements for DCU locations.

Requirements sessions are held and documents are created and reviewed with the System Owner for all software configuration and integration for each software system. The NCC environment will be configured and installed. The Aclara WOMS environment will be installed, configured and validated. These systems and applications will be installed and prepared for integration with System Owner CIS and/or billing systems. Any interfaces required between Aclara provided software and the System Owner CIS and/or billing systems will be configured, unit tested and installed on the System Owners environment for validation and testing. During this phase, the System Owner will be required to deliver sample integration data from production systems to validate interface configuration. This phase would be completed once the NCC and Aclara WOMS environment has been prepared and the interfaces are developed, tested and prepared for installation.

#### **Responsibilities:**

**Project Management:** The Aclara Project Manager coordinates project tasks, delivers project status reports, coordinates phase deliverables, and identifies any requirement gaps. The Aclara Project Manager is responsible for understanding issues and risks and driving them to closure.

**Software Team:** The software team will be responsible for reviewing requirements for CIS and/or billing system interfaces. At this time, the Software Team will also be responsible for ensuring the NCC and Aclara WOMS systems are ready for the next phases.

**Deployment Team:** - Aclara is responsible for planning, coordinating and troubleshooting all installation field activity. The project kick-off meeting will include a discussion of deployment logistics including field processes, integration, field technology, Customer communication, safety review, logistics review (vehicles, warehousing) and inventory process review as detailed further in Section 1.1.8 of Attachment 2 to Exhibit A Statement of Work.

**System Owner:** The System Owner will prepare to send and receive data in the System Owner's CIS per the Aclara interface standards. The System Owner will be responsible for working with Aclara to provide access to systems as required, as well as acting in accordance with the System Owner Responsibilities, listed in Section 2.0 of Attachment 2 to Exhibit A Statement of Work. Finally, sample data prepared for testing purposes should be furnished to Aclara Software Team as needed.

#### **Deliverables:**

~~FA~~ **Standard Interface Specifications** - Details on the standard Aclara interfaces for the purpose of System Owner integration

~~GA~~ **Preparation and Installation of Software Interfaces** - Interfaces developed, configured and prepared for integration with applicable System Owner CIS and/or billing environment.

~~HA~~ **Endpoint Installation Plan** - Details roles, responsibilities, timing, safety, predecessors and logistics around meter and MTU installation. Includes differences between commercial and residential installations and management of exception situations.



- ~~I~~ ~~EA~~ Customer Communication Plan - Documents the approach and content for end customer communication, including post cards and door hangers.
- ~~I~~ ~~EA~~ FCC License - Aclara will secure, through power of attorney granted by System Owner, the FCC spectrum licenses based upon field spectrum analysis.
- ~~I~~ ~~EA~~ Site Surveys - Describes specific location concerns and logistics needed for each DCU site placement.
- ~~I~~ ~~EA~~ Propagation Study - Final recommendation for placement of DCU's based upon site surveys.
- ~~I~~ ~~EA~~ Test Cases - Lists test cases to be executed during System Acceptance Testing.

### 3.3 Configuration and Network Deploy Phase

**Objective** ~~K~~The Configuration and Network Deploy Project phase may overlap part of the Requirements and Design phase beginning with installation of the DCUs. The goal of this Project phase is to complete all tasks needed to support MTU deployment and to prepare for System Acceptance Testing.

The DCU network will be installed, configured and validated once Aclara has installed and configured the NCC Software.

Standard Aclara STAR Software will be installed and configured on the hosted environment. Billing and Account Interfaces with the NCC will be configured and unit tested in preparation for installation on the System Owner's environment for the validation and testing described in the phase below.

The Aclara WOMS Software integration and configuration will be completed.

#### **Responsibilities** ~~K~~

**Project Management:** The Aclara Project Manager is responsible and accountable for the successful execution of the Configuration and Network Deploy Phase. The Aclara Project Manager will ensure tasks are completed and the system will be ready to support MTU installation and System Acceptance Testing.

**Deployment Team:** Aclara will be responsible for DCU installation and monitoring.

**Software Team:** This team will configure the NCC. In addition, they will be responsible for configuring and unit testing all interfaces with the NCC.

**System Owner:** The System Owner will be responsible for working with Aclara to provide access to DCU installation locations including any locked or secured areas, or the roofs of any buildings where a DCU is installed. The System Owner will supply an escort to these locations should it be required. The System Owner is responsible for preparing the DCU installation site in order to meet Aclara's DCU installation standards (including pole installation, backhaul connectivity and/or AC power requirements where needed). Any charges related to DCU site preparation and back haul connectivity are the responsibility of the System Owner.

~~A~~

#### **Deliverables** ~~K~~

~~FA~~ Installation of Data Collection Units – Physical installation as well as backhaul connectivity. ~~A~~

~~GA~~ Test Plan – Lists test cases to be executed during System Acceptance Testing by the System Owner along with testing logistics. ~~A~~

~~HA~~ NCC Access – Access will be provided to the System Owner for the NCC in the Aclara hosted environment. ~~A~~

~~I~~ ~~EA~~ Configuration of Aclara WOMS – Configuration of Aclara WOMS Software including appropriate access for System Owner users. ~~A~~



### 3.4 Testing and Training Phase

**Objective** The testing and training phase will validate the functionality of the system. Aclara will provide training as identified in this Attachment 1 to Exhibit A Statement of Work. If classroom training is included as part of this Project, it will be for a maximum of twelve (12) students and will cover the functionality of the STAR NCC and Aclara WOMS Software

Once training is completed, DCUs are installed and the NCC Software is installed and configured, validation of the functionality and integration of the Aclara Software and hardware is complete, System Acceptance Testing ("SAT") will begin. The Aclara Deployment Team is now ready to begin MTU installations to support System Acceptance Testing. The Deployment Team will ensure that all MTUs are installed in accordance with the Aclara installation specifications. Once a minimum of twenty-five (25) MTU's are installed, and Aclara has met all preconditions from the previous phases, System Acceptance Testing can begin.

Aclara will assist the System Owner with System Acceptance Testing. The purpose of System Acceptance Testing is to validate the end to end functionality of the system from the capture of the read in the meter to the storage of the read in the System Owner's billing system. Aclara will assist the System Owner with executing the Test Plan, in the form of Attachment 3, which will include the test cases to be conducted during System Acceptance Testing. The System Owner will sign the Test Plan following completion of test case execution signifying acceptance of the product. System Owner will also sign a System Acceptance Certificate acknowledging that Aclara products function as expected and concludes System Acceptance Testing.

This phase would be completed once all test cases have been completed, all Severity 1 and Severity 2 issues have been resolved as defined herein, or a work-around identified, and the System Acceptance Certificate is signed. Aclara may defer implementation of the changes for Severity level 3 and 4 issues as defined herein to a later product release cycle. Severity levels have been defined below and apply to issue prioritization throughout the engagement.

Severity Level	Description
1	Requires immediate attention –Service is lost or degraded for <u>all users</u> preventing operation of business
2	Requires priority attention - Service is lost or degraded for single or small number of users, affecting significant business functionality
3	Requires attention – Users are able to continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

A

#### **Responsibilities:**

**Project Management:** The Aclara Project Manager is responsible and accountable for the successful execution of training and System Acceptance Testing. The Aclara Project Manager will coordinate and schedule System Owner training. The Aclara Project Manager will be responsible for maintaining status and managing issues through resolution. The Aclara Project Manager will monitor the progress of System Acceptance Testing and coordinate the signing of the System Acceptance Certificate with the System Owner.

**Software Team:** This team may participate as subject matter experts in the STAR Software System Owner training. In addition, they will work with the deployment team to ensure all System Acceptance Test cases are satisfied.



System Owner: The System Owner will be responsible for attending training sessions.

Á

**Deliverables:**

~~F&A~~ Training Materials and Session – The training session will be delivered, and the associated training materials will be provided to all training attendees and for distribution post-training.Á

~~G&A~~ Signed System Acceptance Test Plan/ Certificate - Aclara will deliver the System Acceptance Certificate to the System Owner after the completion of System Acceptance Testing. The certificate will be signed by the System Owner to signify the acceptance of the system.Á

Á

### **3.5 Mass Installation and Cutover**

**Objective:** Once System Acceptance Testing is complete, Aclara will complete mass meter/ MTU installation by following the Endpoint Installation Plan. Aclara project management infrastructure remains in place throughout this process, and provides day-to-day oversight during meter/MTU installation. Data will be captured as described in the Endpoint Installation Plan and provided to the System Owner for each endpoint including pre and post installation pictures and GPS coordinates as detailed in section 1.2 of Attachment 2 to Exhibit A Statement of Work.

After all software configuration is finalized and the system is put in to production, the Aclara Customer Technical Support team assists the System Owner with any production issues. The Aclara project team provides Project Management and Deployment support throughout the meter and MTU installation process, including addressing outstanding severity-level 3 and 4 issues resulting from User Acceptance Testing as well as any new severity 1 and 2 issues identified. Aclara may defer implementation of the changes for severity level 3 and 4 issues to a later product release cycle. Refer to the Aclara severity levels defined above. After meter and MTU installation, Aclara transitions all Aclara-related responsibilities to the Aclara support teams.

#### **Responsibilities**

Project Management. The Project Manager coordinates production deployment activities and manages any issues that arise.

Deployment Team. The Deployment Team plans for and completes all meter and MTU installations. The Deployment Team assists with troubleshooting any production issues in assistance with the Aclara support team.

System Owner. The System Owner provides additional endpoint support for unanticipated field and customer issues and any emergency field issues. Any installations that Aclara will not complete per the guidelines of the System Owner will be returned to the System Owner. The System Owner may complete these endpoints themselves or rectify the situation so that Aclara may re-visit and complete the installation. The System Owner is responsible for following the Aclara support process for entering any post production issues into the Aclara help desk system in accordance with Section 4.B of Exhibit D to the Agreement. Finally, the System Owner completes set up of their Production environment and provides Aclara proper access to support the system. If there are any post production issues, the System Owner follows the Aclara support process for entering incidents into the Aclara help desk system.

#### **Deliverables**

~~F&A~~ Weekly Status Reports. Written weekly status reports listing progress, issues and risks provided by the Aclara Project Manager.

~~G&A~~ Monthly Leadership Reports. Monthly PowerPoint presentations provided by the Aclara Project Manager to the points of escalation summarizing progress, issues, risks and mitigations.



## Project Management

**3.6 Project Timelines.** A draft schedule will be provided to the System Owner providing an actual start date once the SOW has been executed. The confirmed schedule will be made by mutual agreement during the Project Kick-Off Phase.

### 3.7 Project Organization

- 1) The System Owner agrees to provide appropriate Project resources including but not limited to, data, information, remote access, workspace and appropriate and cooperative personnel, all as necessary to facilitate Aclara's performance of the Services. On-site workspace will be needed during travel to System Owner for up to three (3) Aclara resources. Data and system access should be provided for up to five (5) resources.
- 2) The System Owner will allocate the following described personnel to the Project with appropriate knowledge of the indicated area and the skills to perform the System Owner tasks, and any additional personnel that may be necessary for the System Owner to perform its obligations under the implementation work plan.
  - a. System Owner Project Manager
  - b. Field Resources to support site surveys, installations and troubleshooting
  - c. Database Administrator (DBA)
  - d. Infrastructure implementation resources
  - e. System Acceptance Testing Resources
  - f. 'To-be' system administrators
  - g. Escalation Resources
  - h. Field Emergency Resources
  - i. Field Installation Escorts

**3.8 Project Governance.** The Project will have sponsorship from the System Owners senior management, who will be available on a timely and regular basis to monitor the Project progress and to act as a decision maker for policy decisions. Project governance and escalation will be documented via the Aclara Communication Plan.

**3.9 Project Deliverables Acceptance.** The acceptance procedure for all Deliverables outlined in this SOW will be as follows:

- 1) Aclara will work with the System Owner personnel to gather input and complete Deliverables.
- 2) When complete, final Deliverables will be provided to the System Owner. The System Owner will review and provide sign off by the System Owner utilizing a mutually agreeable Acceptance Form.
- 3) The Acceptance Form will be physically signed (or electronically signed) indicating approval or disapproval within ten (10) business days of receiving the Deliverable.
- 4) If a Deliverable is neither approved nor rejected within ten (10) business days, Aclara will escalate the issue in accordance with the escalation procedure. Any delay beyond the ten (10) day period for an acceptance or rejection may result in a Project delay and additional charges
- 5) If the System Owner is not able to approve a Deliverable, the System Owner will provide Aclara with a description of why the Deliverable cannot be approved. If required, the parties will meet to discuss the deficiency of the Deliverable in detail.
- 6) Aclara will inform the System Owner if delays are to be incurred due to the Deliverable Acceptance forms not being signed and returned in a timely manner.



## 4. Completion Milestones and Payment Schedule

### 4.1 Completion Milestones

#### 4.1.1 Installation Completion. An Installation is considered complete when:

- a. It has been correctly installed and is communicating with the Aclara NCC
- b. It has been correctly installed and is not communicating with the Aclara NCC due to a System Owner-related technology issue, an RF Communication blocking issue (per installation guidelines), or the endpoint has been tampered with or removed.
- c. Once an endpoint is installed, it is the responsibility of the System Owner to perform endpoint maintenance to maintain an acceptable read rate, using maintenance practices from Aclara's training and references.

#### 4.1.2 Final Acceptance. Final Acceptance is achieved when the following criteria have been met:

- a. One read per day has been achieved from 98.5% of installed endpoints, per above definition, during a mutually-agreed to billing window.
- b. Endpoints with the following conditions will be excluded from the Final Acceptance criteria:
  - RF communication blocking issue
  - Endpoint has evidence of tamper or theft
  - Endpoint did not have Aclara installed technology
  - Aclara installed technology has been removed
  - System Owner is not maintaining installed endpoints and the Network per Aclara guidelines
  - Endpoint adversely affected by Force Majeure event
  - Aclara was unable to install DCU's at Aclara recommended sites

#### 4.1.3 Project Completion. The Project is considered complete when all Final Acceptance is achieved. Once the Project is complete, no further installation work may be done under this SOW except for installation-related warranty work. Acknowledgement of Project completion shall be passed along in writing from Aclara to the System Owner.

### 4.2 Payment Milestones

#### 4.2.1 Endpoint Installation Payments. Installation Fees shall be invoiced monthly based on the number of Installation Complete endpoints.

#### 4.2.2 Implementation Services fees shall be invoiced as described below:

- a. DCU Installation fees shall be invoiced after installation is complete.
- b. Software fees shall be invoiced after software is configured and access is provided to the System Owner.
- c. STAR Training Class fees shall be invoiced upon the completion of each training course



- d. Professional Services/ Project Management fees shall be invoiced per the table below:

<b>Milestone</b>	<b>Percentage</b>	<b>Value</b>
Endpoint Installations		Invoiced Monthly <sup>1</sup>
Kick-Off Meeting Concluded	25%	\$12,241.50
Data Collection Units Shipped	25%	\$12,241.50
NCC Configured	25%	\$12,241.50
Completion of System Acceptance Testing	25%	\$12,241.50

<sup>1</sup> Per Section 4.2.1 of this Attachment 1 to Exhibit A Statement of Work, Installation Fees shall be invoiced monthly based on the number of Installation Complete endpoints.



**Attachment 2  
to Exhibit A  
Statement of Work**

**Aclara SGS Installation Services**

1.0 Aclara SGS Responsibilities

1.1 Services

- 1.1.1 Aclara SGS shall provide the necessary services, software, and facilities for the installation of replacement water meters and Aclara AMI Meter Transmission Units (MTUs) in The System Owner's Service Territory over a period of approximately six (6) to nine (9) months, or a different mutually agreed upon timeframe.
- 1.1.2 Services will be completed utilizing qualified meter installers and Aclara SGS field supervision. Additionally, Aclara SGS will provide a deployment manager who will be experienced in the installation of AMI modules and water meters. The deployment manager will manage the majority of the installation project remotely. They will report to the project manager as defined in the SOW.
- 1.1.3 Aclara SGS shall supply all necessary tools and incidental materials required for the installation of replacement water meters with AMI Meter Transmission Units (MTU's), including, without limitation, personnel protective equipment.
- 1.1.4 Aclara SGS shall install meters to properly configured meter horns stamped as NL for no-lead. Existing meter horns meeting the NL requirement will be used without replacement.
- 1.1.5 Aclara SGS shall replace meters located in crawl spaces only where accessible using the same components as for exterior pit meters.
- 1.1.6 RESERVED
- 1.1.7 Aclara SGS shall report all meter bypass piping to the System Owner and all other piping connections discovered that avoid metered flow registry.
- 1.1.8 System Owner As stated in the SOW, Aclara SGS shall participate in a Project Kickoff Workshop with the Aclara AMI Project team and the System Owner. Aclara SGS will provide templates to the System Owner ahead of the workshops which will be pre-populated with information gathered throughout the RFP process or project kickoff. Items in the templates will be discussed, clarified, and analyzed in the workshops. The installation portion of the workshops will cover the following topics:
  - 1. Installation Project Team Organization and Communications
  - 2. Safety and Training
  - 3. Customer Communications
  - 4. Integration Specifications
    - a. Computer Information Systems ("CIS") and Enterprise Resource Planning ("ERP") integration; file exchange formats
    - b. Workflows
    - c. Materials Management; product labeling
    - d. Problem Escalation and Resolution
  - 5. IT security
  - 6. Deployment Schedule; Blackout Dates



After the workshops, Aclara SGS will incorporate the workshop information into three “foundation” documents for the project and send them to the System Owner for approval, including:

1. Aclara WOMS (ProField) Integration Specifications
2. Project Manual
3. Safety Manual

Aclara SGS will use the foundation documents to proceed with customizing Aclara WOMS (ProField) and initiate the project.

Cross functional topics that apply to both Aclara and Aclara SGS (ex: CIS integration, Workflows, Problem Escalation, etc.) will be covered jointly to ensure the best use of time for both the System Owner and any third party vendors used throughout the workshops.

## 1.2 Installation Deliverables

### 1.2.1 Meter Installation Data

1.2.1.1 Aclara SGS shall provide a daily electronic flat file transfer of meter replacement data to the System Owner to allow for upload into the System Owner's billing system.

1. Legacy Meter Read
2. Legacy Meter Number
3. New Meter Read
4. New Meter Serial Number
5. Meter LAN ID
6. GPS Lat Long
7. Installation Date and Time
8. Installer-Field Worker Identification Number

### 1.2.2 Meter Installation Photos

1. Pre-installation Site showing the meter and attached piping configuration.
2. Legacy Meter Face
3. New Meter Face
4. Removed meter with address written on it in black permanent marker.
5. Post-installation Site

## 1.3 Problem Escalation and Resolution Process

1.3.1 In the event of problems with installs, Aclara SGS shall escalate the issue to the System Owner using the processes identified during the Project Kickoff Workshop and documented within the formal Communication Plan.

## 1.4 Installation Technicians

1.4.1 All field personnel shall wear easily recognizable uniforms reflecting Aclara SGS's name as well as prominently displayed picture identification badges containing Aclara SGS's name and its personnel's first name, title, and employee number.



## 1.5 Warehousing Meter Inventory

1.5.1 The System Owner shall provide warehouse space for Aclara SGS's usage for storage of new and legacy meters. The warehouse will have the storage capacity for new meters and MTU's for a period of up to thirty 30 days and legacy meters will be stored up to 60 days (2 billing cycles) post-removal. Adjacent to the warehouse space, the System Owner shall provide office space for use by Aclara SGS staff and parking for Aclara SGS vehicles.

1.5.2 The System Owner shall manage the disposal of legacy meters and any hazmat.

## 1.6 Vehicles

1.6.1 Vehicles shall prominently display the System Owner and Aclara logos on both sides, based on a design to be mutually agreed upon.

## 1.7 Aclara WOMS (ProField)

1.7.1 Aclara SGS will utilize Aclara WOMS (ProField) as the Work Order Management System ("WOMS") to track, collect, and report critical project information regarding field forces and field assets.

1.7.2 Aclara SGS shall provide its personnel with mobile handheld devices ("Aclara WOMS (ProField) HH").

1.7.3 Aclara SGS will provide five (5) Aclara WOMS (ProField) Web Licenses to the System Owner.

## 1.8 Customer Call Center and Scheduling

1.8.1 Aclara SGS will provide a customer call center during business hours (8:00AM–5:00PM EST) to respond to queries from the System Owner's customers.

1.8.2 Aclara SGS will provide a toll free number for customers to call that will be listed on all customer communications.

1.8.3 For customer premise locations that require a pre-scheduled appointment, such as indoor residential meters or a commercial premise, accurate phone numbers will be provided for these accounts via the CIS data. Aclara SGS will call these accounts and schedule the meter installation.

## 2.0 System Owner Responsibilities

### 2.1 Supply of Meters and Materials

2.1.1 SGS will supply door hangers.

### 2.2 Other System Owner Responsibilities

2.2.1 Black Out Periods. The System Owner shall notify Aclara SGS prior to the commencement of the Project by route and by cycle of each blackout period that will occur during the Project.

2.2.2 Scripts. The System Owner will provide the scripts to be used in interactions with its Customers including, but not limited to, FAQ sheets, appointment scheduling, and call center dialogue.



- 2.2.3 Designs. The System Owner will approve the designs for all signage including employee badges, uniforms, and vehicle signs.
- 2.2.4 PE Tickets. The System Owner shall respond promptly to PE tickets in a timely manner.
- 2.2.5 Customers That Require Prior Appointments. The System Owner will identify in the CIS data provided to Aclara SGS all customers requiring prior appointments.
- 2.2.6 CIS Data. The System Owner will provide to Aclara SGS the CIS data needed to determine the location of meters to be installed. Such data shall be at least 95% accurate and contain customer name, address, and meter size. The System Owner will provide Aclara SGS, at minimum, a weekly database re-fresh of the CIS data.
- 2.2.7 IT Support. The System Owner will provide technical IT-related support that Aclara SGS deems necessary for deployment and use of management-related software.





## ***STAR AMI***

### ***System Acceptance Test Cases***

Prepared for: **CITY**

SAT START DATE: \_\_\_\_\_

SAT COMPLETION DATE: \_\_\_\_\_

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## 1. OVERVIEW

The Test Cases outlined in this System Acceptance Testing (SAT) document will allow the CITY AMI Team to verify compliance of their Star AMI system. Test case execution and approval of the functionality described in this document is necessary for Acceptance of the System.

**This SAT includes Test Cases that will verify the proper operation of the:**

1. DCU Functionality and Performance
2. MTU Functionality and Performance
3. NCC Reporting Functionality
4. Handheld Programmer compatability
5. Interface Compatability and functionality

**Pre-requisites to beginning System Acceptance Testing are as follows:**

1. Aclara has certified that the DCU Pilot network for the customer's territory has been fully deployed.
2. Aclara has validated the configuration and health diagnostics for DCUs within the customer's territory.
3. Aclara has certified deployment and functionality of the customer's NCC head-end.
4. Customer has validated internet connectivity to the Aclara Hosted Portal (if applicable).
5. Customer certifies that MTUs have been installed according to Aclara installation specifications (if applicable).

## 2. SYSTEM ACCEPTANCE TESTING APPROVAL

The purpose of this section is to acknowledge approval of the System Acceptance Test cases presented within. This sign-off will document completion of the System Acceptance Testing phase.

System Acceptance Testing approved by:

**Client Name:**

CITY

**Printed Name:**

**Title:**

**Signature:**

**Date:**



### 3. HANDHELD PROGRAMMER FUNCTIONALITY & PERFORMANCE

#### 3.1 PROGRAMMING RECORD IMPORT INTO NCC

**Description:** Verify MTU Installation Programming Record data is satisfactorily transferred from the handheld programmer into the NCC database.

Activity	Expected Results	Pass/Fail	Comments
1. Program (3 to 5) water MTU's on water meters.  2. Upload the Programming Records to the NCC.  3. The next morning - Utilizing the STAR Browser Installations Views page, verify the same MTU installs are present on the Installations Report page.	All programmed data from the previous days programming effort is properly displayed in the correct fields on the Installations Report page.		

#### 3.2 MISSING PROGRAMMING RECORDS

**Description:** Verify that missing Programmer Records are identified in the NCC Browser pages.

Activity	Expected Results	Pass/Fail	Comments
1. Program (3 to 5) water MTU's on water meters, <i>but do not upload the Programmer Records</i>  NOTE: If the Handheld Programmer is uploaded, it has then notified the NCC that the MTUs have been installed and it will then not trigger that a Missing Programmer Record should be reported.  2. On the following day, utilizing the STAR Browser, Installation/Missing Programmer page, verify that the NCC lists these MTUs in the Missing Programming Records page.	All MTU ID's installed without uploading the HH Programmer records, appear on the Missing Programming Records page.		NOTE: THIS TEST CANNOT BE COMPLETED PRIOR TO 3.1 ABOVE.



## 4. MTU PERFORMANCE

### 4.1 MTU READING ACCURACY & PRECISION

**Description:** Verify the accuracy of Star reported meter readings in the Browser Accounts View vs. the actual meter register readings. This will be verified by sampling (3 to 5) water MTU's.

Activity	Expected Results	Pass/Fail	Comments
1. Record readings directly from the meter register as close to the top of the hour as possible and record the MTU ID, reading time, & date.	The STAR reading closest to the time and date of the manually obtained register reading will be reasonably close to the manually recorded reading.		NOTE: There will likely be a variance between the STAR & manually recorded readings due to the time differential between the manual read and the transmission time.
2. Utilizing the STAR Browser Account View verify the STAR reading to the manually captured reading			



## 4.2 MTU RSR (READ SUCCESS RATE)

**Description:** Verify that the RSR is equal to or exceeds 98% for a 5-day period. If Suspect MTUs exist, Suspect MTUs will be excluded from the RSR calculation until troubleshooting has occurred to validate both MTU functionality and installation according to Aclara installation specifications. Suspect MTUs are defined as those MTUs that have not successfully transmitted since installation or subsequent to installation have been damaged, had Radio Frequency transmission physically blocked, or have failed to successfully transmit for 5 consecutive days.

Activity	Expected Results	Pass/Fail	Comments
<p>1. Utilizing the STAR browser reporting/report configuration, create an MTU Reception Review report with the following parameters specified:</p> <ul style="list-style-type: none"> <li>Report type to be used: Reception Report</li> <li>Name the Report "SAT Reception Test 3-4"</li> <li>Select Schedule: Daily with current time; select the day(s) desired</li> <li>% Missed Reads: 0</li> <li>End Date: Yesterday</li> <li>Days: 8</li> <li>Select: "All Active MTUs"</li> <li>Select: Add</li> </ul> <p>2. Utilizing the STAR Browser, verify the Report generates displaying counts for Reads received.</p> <p>3. Export the Report generated by the NCC to Excel to calculate the RSR</p> <p>4. Total the number of Readings Received column</p> <p>5. Total the number of Readings Expected column</p> <p>6. Divide the Number received by the number Expected</p> <p>7. Format the quotient as a percentage with one decimal place</p>	<p>The Overall Reception Rate should be equal to or greater than 98%</p>		<p><i>If Suspect MTUs must be removed from reporting totals, Export the report to Excel, and re-calculate missing reads while excluding Suspect MTUs.</i></p>



### 4.3 MTU EXCEPTIONS

**Description:** (3 to 5) MTU's shall be forced to fail to allow the system exception handling to be tested. This report is used to report the failure of an MTU to transmit any Readings

Activity	Expected Results	Pass/Fail	Comments
<p>1. Utilizing the STAR Browser Reporting/Report Configuration build a "SAT Reception Test 3_5" report with the following parameters specified:</p> <ul style="list-style-type: none"><li>• Report type to be used: Reception Report</li><li>• % Missed Reads = 100</li><li>• End Date = Absolute (do not change the Start &amp; End fields)</li><li>• Select Schedule: Daily with current time; select the day(s) desired</li><li>• Select: Active MTUs</li><li>• Select: Add</li></ul> <p>2. Use a handheld programmer to turn the subject MTU(s) "OFF" and record the MTU &amp; meter ID numbers, <i>but do not upload the Program Records</i></p> <p>NOTE: If the Program Records are uploaded, it has then notified the NCC that the MTUs have been turned off and it will then not report the lack of Transmissions from that MTU.</p> <p>3. Utilizing the STAR Browser Reports page, select the "SAT Reception Test" report; choose to view the most recent report. Verify those intentionally failed MTU ID(s) are present on the report and identified for the day the disconnection was made</p>	<p>There shall not be any transmissions/readings for the test subject MTUs.</p>		<p>NOTE: This report may also find other MTUs that are not transmitting.</p>



## 5. DCU PERFORMANCE

### 5.1 DCU CALL REPORT

**Description:** Verify that all DCU's are reliably connecting and transferring the expected amount of records.

Activity	Expected Results	Pass/Fail	Comments
Utilizing the STAR Browser DCU Views page, review the DCU Call Report, noting any anomalies for further investigation.	Each DCU shall have connected at least once in the last 24 hours, or show a state of connection, and the # of Records Expected should match the # of Records Transferred.		

## 6. NCC REPORTING

### 6.1 ZERO CONSUMPTION REPORT

**Description:** Verify a MTU meter that has zero consumption during this test period is correctly reported.

Activity	Expected Results	Pass/Fail	Comments
1. Install & Program (3 to 5) MTUs on a meter that is not connected to a water supply source. 2. Upload the Programming Records to the NCC. 3. Utilizing the STAR Browser Reporting/Report Configuration build a Zero Consumption Report with the following parameters specified: <ul style="list-style-type: none"><li>• Report name to be used: SAT_Zero Consumption</li><li>• End Date = Absolute (do not change the Start &amp; End fields)</li><li>• Select Schedule: Daily with current time; select the day(s) desired</li><li>• Select: All MTUs</li><li>• Select: Add</li></ul>	After the Zero Consumption Report is run on the next day, all test meters shall show Zero Consumption		



## 7. BILLING INTERFACE COMPATIBILITY

### 7.1 ACCOUNT INFORMATION IMPORT INTO NCC (IF APPLICABLE)

**Description:** Verify Account information (the data fields as defined in Account Import Interface) are accurately imported into the NCC.

Activity	Expected Results	Pass/Fail	Comments
1. Obtain a listing of CIS account information for comparison to STAR records.	Values imported into the NCC match the values in the CIS system		
2. Utilizing the STAR Browser Accounts View, select and sample (3 to 5) accounts listed in STAR and compare them to the CIS records verifying the imported NCC data is correct.			

### 7.2 READINGS EXPORT TO BILLING SYSTEM (IF APPLICABLE)

**Description:** Verify Meter Readings are accurately exported.

Activity	Expected Results	Pass/Fail	Comments
1. Obtain a listing of account numbers verified as active in the Billing System with their readings and reading times.	Values exported to the Billing System to match those represented in STAR.		
2. Utilizing the STAR Browser Account page, compare (3 to 5) sample of accounts to verify Billing System consumption matches STAR consumption as listed.			



## 8. SYSTEM ACCEPTANCE TESTING EXCEPTIONS

The following events are beyond Aclara's control and may impact the performance of the Aclara STAR® system and its ability to capture readings. Aclara is therefore not responsible for performance metrics which are not met due to the following:

1. Failure or degradation of any software or equipment not provided by ACLARA or not installed according to ACLARA's specifications, thereby impacting performance.
2. Removal of any equipment from service in a manner that renders ACLARA's Products inoperable.
3. Errors or omissions in data provided by external systems (non-ACLARA systems) to the NCC Software such as incorrect meter ID's, or failure to provide current data on meter replacements or removals.
4. Errors or omissions in data exported to external systems (non-ACLARA systems) from the NCC Software that is not properly delivered to or interpreted properly by the external systems (non-ACLARA systems). If this occurs, the data in the Aclara Export file would then be verified to be correct.
5. The election, at any time, to collect data through operations not performed in accordance with ACLARA's Product documentation.
6. Failed ACLARA equipment caused by factors beyond ACLARA's control, such as Purchaser tampering or Force Majeure (as defined in Section 5 of Aclara's Standard Terms and Conditions) events.
7. Installation or integration work not performed in accordance with Aclara's Product documentation and installation guidelines as posted to the Aclara Customer Portal.
8. Failure of the cellular communication link between the DCU and NCC Software to operate properly (for example, the communications link automatically connecting after a disconnect).
9. Additional meters locations which were not listed on the original meter address file provided to Aclara by Purchaser, or meter placements outside the DCU coverage areas.
10. A DCU network that does not include the required number of DCUs that the Aclara Propagation Study states is necessary to properly cover the installed MTU population, or the placement of DCUs not per the Aclara Propagation Study specifications.



Aclara™

General Note: This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and Certain Services that are available on Aclara's website at: <http://www.aclara.com/terms-and-conditions/>

Any conflicting or additional terms and conditions contained in any resulting purchase order are hereby rejected unless agreed to in writing by Aclara.

A. Payment Terms Net 30 Days.

B. The prices in this quote remain in effect for a period of 90-days from the revision date above.

C. Total extended price shown excludes any applicable Sales Tax.

[illegible]



**EXHIBIT C**  
**ACLARA SOFTWARE LICENSE AGREEMENT**

This Software License Agreement is entered into as of the date last signed below (the “**Effective Date**”) by and between:

Aclara Technologies LLC, an Ohio Limited Liability Company  
945 Hornet Drive  
Hazelwood, MO 63042  
(Referred to herein as “**Aclara**”)

And     City of Owosso  
          301 W. Main Street  
          Owosso, MI 48867  
          (Referred to herein as “**Licensee**”)

Individually, Aclara® and Licensee may be referred to as “**Party**” and collectively as “**Parties**”.

**Whereas**, the Parties have entered into a Master Agreement of even date under which Aclara has agreed to sell and Licensee has agreed to purchase certain equipment and services; and

**Whereas**, Licensee desires to obtain from Aclara, and Aclara desires to provide pursuant to the license granted herein certain computer software applications for use by Licensee in connection with the purchased equipment and maintenance services for a non-hosted solution as more fully described below:

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and in the Master Agreement, and intending to be legally bound, the Parties agree as follows:

1.     Definitions. The following words and phrases shall have the following meanings for the purposes of this Software License Agreement:
  - A.     “Aclara Licensed Software” means the software described on Attachment A as “Aclara Software”.
  - B.     “Aclara Technology System” means the system comprised, in part, of: 1) the Designated Equipment purchased by Licensee and 2) the Licensed Software licensed to Licensee hereunder.
  - C.     “Confidential Information” means the proprietary, confidential, trade secret or nonpublic information of a Party that is disclosed in printed, written, graphic, photographic or other tangible form, verbally, electronically or by observation to the other Party, and with respect to Aclara, includes without limitation, Aclara Licensed Software and Documentation.
  - D.     “Delivery” shall mean the remote installation of the Software on the Licensee-provided Designated Equipment, or, if applicable, upon the Delivery of the Designated Equipment provided by Aclara on which the Software is installed.
  - E.     “Designated Equipment” means the computer equipment of Licensee in which Aclara pre-installs or remotely installs (after purchase) the Licensed Software and such additional equipment and back-up equipment as Licensee may from time to time designate in writing, and which in all cases must meet the Designated Equipment Specifications.
  - F.     “Designated Equipment Specifications” means Aclara’s functional and technical requirements for the Designated Equipment which must be met by Licensee as a condition of the license granted herein.
  - G.     “Documentation” means basic, descriptive, training and instructive materials pertinent to the Licensed Software.



- H. RESERVED
- I. “Licensed Software” means the Aclara Licensed Software and the Third Party Licensed Software.
- J. “Licensing Parameters” means Central Processing Units (CPUs), Processors (including Sockets and/or Cores), Seats, Interfaces and End Points connected to the system (Meters, LCTs, CSTs, DSIs, MTUs, DCUs, etc.) and permitted number of Maximum Utilities (unless a Multi-Utility license) as set forth on Attachment A.
- K. “Maintenance Fees” means the annual fees due and payable by Licensee for Maintenance Services, as set forth in Attachment A.
- L. “Maintenance Services” means support and maintenance of the Aclara Licensed Software which is offered to Licensee under a separate Maintenance Agreement.
- M. “Master Agreement” means the agreement between the Parties of even date to which a copy of this Software License agreement is attached as an Exhibit.
- N. “Multi-Utility” means, as set forth in Attachment A, a license under the Licensing Parameters of which the Licensee is allowed to read meters for another utility.
- O. “Non-Hosted Solution(s)” means the Software, systems and servers which reside at the Licensee’s facility and which are available for license as part of the Aclara Licensed Software offerings set forth in Attachment A.
- P. “Object Code” means the instructions or statements comprising the Licensed Software expressed in machine-readable language, being the machine level representations that actually cause the computer to execute instructions and operations.
- Q. “Peripheral Programs” mean computer programs which do not include any logic or code of the Licensed Software and which use the output of the Licensed Software as input to another computer program.
- R. “Software License Agreement” means this document and Attachment A, attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein.
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- T. “Software Update” means a modification or addition that, when made or added to the Software or Third Party Licensed Software, establishes material conformity of the Software or the Third Party Licensed Software to its respective specification, i.e. bug fixes and/or enhancement to existing function.
- U. “Software Upgrade” means a modification or addition to Licensed Software that is beyond the scope of the definition of Software Updates; and that may be offered to Licensee for licensed use and maintenance. If Licensee requests Aclara to add a Software Upgrade of the Software licensed under this Software License Agreement such Software Upgrade shall be incorporated by written Amendment.
- V. “Source Code” means a set of instructions expressed in human readable language from which the Object Code is derived.
- W. “Third Party Licensed Software” means those software applications that have not been created or manufactured by Aclara as more particularly described on the Attachment A as “Third Party Software—Included in this Software License Agreement.”



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- B. Aclara Technology System.
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- A. Right to Audit. Upon thirty (30) calendar days' prior written notice, Aclara may, at Aclara's expense, audit Licensee's use of the Licensed Software to confirm that (a) Licensee is using the Licensed Software in accordance with the terms and conditions of this Agreement and all applicable laws and regulations, (b) the quantity of Licensed Software and manner of deployment and use is consistent with Licensee's Licensing Parameters, the (c) License Fees calculated and invoiced to Licensee are consistent with such deployment and use, and (d) all License Fees properly due and owing have been invoiced and paid by Licensee. Audits shall be conducted by Aclara or its agent during Licensee's normal business hours. Licensee agrees to cooperate with all audit activities and provide Aclara with reasonable assistance and access to all books, records and information relevant to the audit. Audits shall be limited to once every twelve (12) month period for so long as Licensee continues to own and operate the Aclara Technology System, except if additional audits are required by law or if Aclara reasonably believes that a breach of this Agreement has occurred.
- B. Licensee Books and Records. Licensee shall maintain written and/or electronic records of all of Licensee's Designated Equipment and Licensed Software deployments and of its payments of License Fees and Maintenance Fees (if any) (collectively, "**Books and Records**"). Licensee shall provide all necessary copies of such Books and Records in written and electronic format to Aclara upon request and during an audit. Each audit conducted shall be treated as a confidential undertaking by Aclara, and all findings discovered under an audit are deemed the Confidential Information of both Parties subject to the terms of Section 12 hereof.
- C. Effects of Audit. If an audit reveals that Licensee has underpaid any License Fees or Maintenance Fees, Aclara may invoice Licensee for any such underpaid amounts, and Licensee shall remit payment net thirty (30) days from date of invoice. If the aggregate underpaid License Fees or any



Maintenance Fees exceed fifteen percent (15%) of the aggregate License Fees (or Maintenance Fees if applicable) owed to Aclara, Licensee shall pay Aclara's or its agent's reasonable costs of conducting the audit. If an audit discovers any other breach of this Agreement, Aclara may invoke its rights of termination and all other remedies available to it under this Agreement, in law and in equity.

5. License Fee. Upon Delivery of the Licensed Software, Aclara shall issue an invoice for the License Fee set forth on Attachment A. Such invoice shall be due and payable, without discount, within 30 days of issuance. The License Fee is exclusive of all taxes imposed by any governmental agency based on Licensee's use or possession of the Licensed Software, including, but not limited to, state or local sales, use and personal property taxes, all of which shall be Licensee's sole responsibility.
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    - 2) With respect to Third Party Licensed Software, Aclara has the right to license such Third Party Licensed Software to Licensee and has paid all applicable fees with respect to such right; and
    - 3) The Aclara Licensed Software will operate substantially in accordance with the Documentation licensed by Aclara pursuant to the terms of this Software License Agreement when used in accordance with the terms of such Documentation and the Licensing Parameters.
  - B. Remedies. If Licensee believes a breach of the foregoing warranties has occurred within twelve (12) months from Delivery of the Aclara Licensed Software, Licensee shall promptly notify Aclara, and Aclara shall investigate the warranty breach. If Aclara is able to replicate the error and confirm that a warranty breach (not subject to exclusion) has occurred during the foregoing period, Aclara shall, at its cost, perform such work as is necessary to remedy the breach as soon as commercially practicable. If Aclara breaches the warranties set forth in Section 7A(i) or (ii) and a claim is brought against Licensee as a result thereof, the indemnification set forth in Section 13 will apply as Licensee's remedy. If Aclara is unable to cure a warranty breach within a reasonable period of time, Licensee may terminate this Agreement for cause. The foregoing are Licensee's sole and exclusive remedies for breach of the warranties set forth herein.
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    - 1) Except as expressly provided herein, Aclara expressly disclaims all express and implied warranties and any liability with respect to any Third Party Licensed Software. Licensee acknowledges and agrees that any Third Party Licensed Software provided by Aclara is subject only to the warranties made by the creator, manufacturer or licensor of such Third Party Licensed Software.
    - 2) The warranties provided herein shall be deemed null and void, and Aclara shall be forever released from any obligations under these warranties or any liability to Licensee for any damages incurred by Licensee or claims of any kind arising from (i) Licensee's violation of any of its obligations or use restrictions set forth herein, (ii) any unauthorized use of or



modifications, alterations, misapplications, or repairs made to all or any portion of the Aclara Technology System by Licensee or persons other than Aclara Personnel, (iii) Licensee's negligence, willful misconduct, or accidents, or (iv) normal wear and tear.

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8. Term and Termination.

- A. Term. This Software License Agreement shall commence upon the Effective Date and, unless sooner terminated as provided herein, shall remain in effect so long as Licensee continues to own and operate the Aclara Technology System. The licenses granted hereunder shall commence on Delivery.
  - B. Automatic Termination. This Software License Agreement and the licenses granted hereunder shall automatically and immediately terminate upon the date that Licensee ceases owning and operating the Aclara Technology System for any reason.
  - C. Termination for Cause. Aclara may terminate this Software License Agreement and the licenses granted hereunder:
    - 1) for any material breach or default by Licensee upon notice in writing to Licensee, specifying the breach or default by Licensee, and Licensee's failure to cure such breach or default within 30 days from the date of its receipt of such notice;
    - 2) upon Licensee's ceasing to do business;
    - 3) upon the dissolution of Licensee;
    - 4) upon the filing of any petition for declaration of bankruptcy or insolvency by or against Licensee which is not withdrawn or dismissed within 30 days; or
    - 5) upon the appointment of a receiver for Licensee.
  - D. Termination for Convenience. Licensee may terminate this Software License Agreement without cause at any time upon 30 days' notice in writing to Aclara.
  - E. Effects of Termination. Upon the cessation of use of the Licensed Software by Licensee or upon the termination of this Software License Agreement as herein provided, Licensee shall promptly return to Aclara all copies of the Licensed Software and Documentation or destroy same and provide to Aclara a certificate of destruction in form and content satisfactory to Aclara and executed by an officer of Licensee. Each Party shall likewise return to the other Party all copies of the other Party's Confidential Information in accordance with Section 12E hereof.
9. Peripheral Programs. In order to make efficient use of the data generated by the Licensed Software, Licensee shall have the right to develop one or more Peripheral Programs. Aclara shall have no rights to or obligations with respect to Peripheral Programs.
10. Aclara Maintenance Agreement. Aclara offers Maintenance Services to Licensees under a separate Maintenance Agreement, as may be updated from time to time and available to Licensee upon request. Maintenance Fees and Maintenance are calculated in accordance with Aclara's standard rates then in effect subject to the Licensing Parameters as set forth on Attachment A and the level of service selected by Licensee, as set forth on the Maintenance Agreement, Schedule J.
11. Third Party Beneficiaries. With respect to the owners or licensors of Third Party Licensed Software, such owners or licensors are third party beneficiaries of this Software License Agreement.



12. Confidentiality. Each Party may obtain access to the other Party's Confidential Information during the Term hereof. For purposes of this Section 12, the term "Discloser" means the Party who has, through any of the forgoing means, intentionally or unintentionally, provided its Confidential Information to the other Party; and the term "Recipient" means the Party receiving or obtaining access to the Discloser's Confidential Information.
- A. Scope of Protection and Use. Each Party shall treat the other Party's Confidential Information in manner similar to the manner it treats its own similar information, and in no event with less than reasonable care. Neither Party shall disclose the other Party's Confidential Information to any third party or use the other Party's Confidential Information for any purpose other than in the performance of this Software License Agreement. Recipient shall hold the Confidential Information in confidence and only disclose the Confidential Information to its officers, employees, consultants, counsel, affiliates, independent contractors, or agents (collectively "**Representatives**") who (i) need the Confidential Information to assist the Recipient with performing its obligations or exercising its rights under this Software License Agreement, (ii) have executed a nondisclosure or confidentiality agreement with Recipient containing terms at least as protective as the terms in this Software License Agreement and such agreement applies to Discloser's Confidential Information, and (iii) have been instructed that the information they are receiving is the Discloser's Confidential Information that must be protected in accordance with this Software License Agreement and the terms of the Representative's nondisclosure agreement.
- B. Exceptions. Except for any portion of Aclara's Confidential Information that is a trade secret and which shall be deemed Confidential Information for so long as it is a trade secret Confidential Information excludes information that:
- 1) is or becomes part of the public domain without violation of this Software License Agreement by Recipient;
  - 2) is already in Recipient's possession free of any restriction on use or disclosure;
  - 3) becomes available to Recipient from a third party provided that Recipient was free from restriction on the disclosure of the information; or
  - 4) has been independently developed by Recipient.
- C. Permitted Disclosure. If Recipient is required by legal proceeding discovery request "open record" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that:
- 1) the disclosure is limited to the extent and purpose legally required; and
  - 2) prior to any disclosure and if permitted by applicable law, Recipient shall immediately notify Discloser in writing of the existence, terms, and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- D. Recipient Liability. Recipient shall be responsible for any violation of this Software License Agreement by its Representatives and liable for any damages to Discloser arising from any such violation. Recipient shall use reasonable efforts to restrain its Representatives (including Representatives who, subsequent to the date of this Software License Agreement, become former Representatives) from unauthorized use or disclosure of the Confidential Information.
- E. Ownership Rights. All Confidential Information shall, between Discloser and Recipient, remain the property of Discloser. Upon termination of this Software License Agreement for any reason, Recipient shall promptly return all Disclosed Information of Discloser and destroy, and provide written certification to Discloser of such destruction, all other materials embodying the Disclosed Information of Discloser.



- F. Independent Developments. Recipient may at any time independently develop information similar to, or products and services that compete with products or services identified in, the Disclosed Information, provided that Discloser's Confidential Information is not used in any such development.
- G. Injunctive Relief. The Parties stipulate that a breach of this Section 12 by Recipient will cause immediate and irreparable harm and significant injury to Discloser, for which there is no adequate remedy at law and that Discloser shall be entitled, in addition to any other rights and remedies it may have, to injunctive relief, specific performance and other equitable remedies to restrain any threatened, continuing, or further breach of this Section 12. Recipient shall immediately advise Discloser of any discovered breach by Recipient or its Representatives of this Software License Agreement and shall reasonably cooperate, at Recipient's expense, with Discloser in retrieving the disclosed Confidential Information and restricting any continuing breach.

13. Indemnity.

- A. By Aclara. Aclara shall defend Licensee from and against any third party actions, allegations, suits or claims ("**Claims**") to the extent alleging that the most current version of the Aclara Licensed Software, when used by Licensee strictly in accordance with the terms of this Software License Agreement, infringes a third party's United States patent, copyright, trademark, or trade secret, and Aclara shall indemnify and hold harmless Licensee from all damages, costs and liabilities awarded to such third party by legal judgment or settlement resulting from such Claims. The foregoing indemnity obligation is subject to the following: (i) Licensee promptly notifies Aclara in writing of such Claims; (ii) Licensee fully cooperates with Aclara in assisting in the defense or settlement of such Claims; and (iii) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims.
- B. Exceptions. Notwithstanding the foregoing, Aclara shall not be liable for or obligated to indemnify Licensee for any Claims based on or arising from the follow "**Exceptions**": (i) Licensee's misuse or unauthorized modification of the Aclara Licensed Software, (ii) Licensee's failure to use corrections or enhancements or to run the most recent version of the Aclara Licensed Software, if any such actions would have prevented the Claims, (iii) use of the Aclara Licensed Software in combination with any computer programs or applications, operating system, material, service or information not provided or authorized in writing by Aclara for such use, or (d) any use of the Aclara Licensed Software for the benefit of any third party other than Licensee.
- C. Enjoinment. In the event any the Aclara Licensed Software that is subject to any Claims is held in such suit to be infringing or misappropriating or its use by Licensee is enjoined or limited in any manner, or Aclara believes that such holding or enjoining is likely, Aclara shall at its expense: (a) procure for Licensee the right to continue use of Aclara Licensed Software, or (b) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing. **THE REMEDIES IN SECTIONS 13A AND 13C ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES AND ACLARA'S SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITIES WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**
- D. By Licensee. Licensee shall defend Aclara from and against any Claims to the extent arising from Licensee's actions or inactions that cause the Exceptions set forth above to occur, and Licensee shall indemnify and hold harmless Aclara from all damages, costs and liabilities awarded to such third party by legal judgment or settlement resulting from such Claims. The foregoing indemnity obligation is subject to the following: (i) Aclara promptly notifies Licensee in writing of such Claims; (ii) Aclara fully cooperates with Licensee in assisting in the defense or settlement of such Claims; and (iii) Licensee has the sole right to conduct the defense of such Claims or to settle such Claims.

14. Limitation of Liability and Damages. Notwithstanding anything contained herein to the contrary, the total aggregate liability of Aclara to Licensee for any and all liability arising out of or in connection with the performance of this Software License Agreement shall be limited to the aggregate sum of payments made by Licensee to Aclara under this Software License Agreement. **IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE,**



**OR SPECIAL DAMAGES OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE, OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

15. Uniform Computer Information Transactions Act. The Uniform Computer Information Transactions Act (the "Act"), including any law that incorporates substantially all of the provisions of the Act, however titled, shall not apply to this Software License Agreement.
16. Assignment. Neither Party may assign its rights or obligations under this Software License Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Software License Agreement to an Affiliate, or to entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.
17. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be sent by Electronic Mail, United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below. Notices so given shall be deemed received upon receipt of the Electronic Mail or three business days from the date of deposit in the U.S. mails.

If to Aclara:  
Aclara Technologies LLC  
Attn: Legal Department  
945 Hornet Drive  
St. Louis, MO 63042

If to Licensee:  
City of Owosso  
Attn: \_\_\_\_\_  
301 W. Main Street  
Owosso, MI 48867

18. Injunctive Relief. Licensee agrees that notwithstanding anything contained herein to the contrary, in the event of a breach by Licensee of the terms of this Software License Agreement, or if Aclara has reasonable reason to believe that such a breach is imminent, Aclara shall have the unequivocal right to seek and obtain timely injunctive relief against Licensee in order to protect Aclara's rights in and to the Licensed Software.
19. Governing Law. This Software License Agreement shall be governed by the laws of the State of Michigan, United States of America.

**SIGNATURES ON FOLLOWING PAGE**



**IN WITNESS WHEREOF**, the Parties have executed this Software License Agreement as of the Effective Date.

**Aclara Technologies LLC**

**City of Owosso**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## **Attachment A**

### **SOFTWARE AND FEES**

This Attachment A is attached to and incorporated in that certain Software License Agreement by and between Aclara Technologies LLC and the Licensee thereto. This Attachment A lists and includes the following:

- I. Aclara Licensed Software
  - Computer Equipment Description
  - Model Type
  - Quantity
  - Licensing Parameters
- II. Third Party Software – NOT INCLUDED IN LICENSE FROM ACLARA
  - Computer Equipment Description
  - Model Type
  - Quantity
  - Licensing Parameters (n/a)
- III. Third Party Software – INCLUDED IN LICENSE FROM ACLARA
  - Item number
  - Vendor/supplier
  - Software Description
  - Licensing Parameters
- IV. License Fees and Included Components
  - List of Software (E.g. iiDEAS, STAR NCC, STAR Programmer, etc.)
  - One-time fee per component
- V. Incremental License Fees ABOVE Maximum Licensing Parameters
  - Parameter Descriptions
  - Corresponding fees
- VI. Annual Maintenance Fees
  - Maintenance-only for Non-Hosted Solution
- VII. Additional Fees for Customization Work



**I. ACLARA SOFTWARE**

<u>Vendor-Supplier</u>	<u>Computer Equipment Description</u>	<u>Model Type</u>	<u>Qty Licensed</u>	<u>Licensing Parameters</u> <u>Parameter</u>	<u>Qty</u>
Aclara	STAR® NCC Software	INTEL Processor NCC-SW-5K-10K	1	Computer <sup>1</sup>	1
				Maximum Endpoints <sup>2</sup>	10,000
				Maximum Utilities <sup>3</sup>	1
Aclara	STAR Programmer Software	Handheld Device/Laptop	10 <sup>4</sup>	Handheld Device and/or Laptop <sup>5</sup>	1

**II. THIRD PARTY SOFTWARE ---NOT INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT**

<u>Vendor-Supplier</u>	<u>Computer Equipment Description</u>	<u>Model Type</u>	<u>Qty</u>	<u>Licensing Parameters</u> <u>Parameter</u>	<u>Qty</u>
Microsoft	Windows Operating System	INTEL	1	Not specified by Aclara	NA
Microsoft	SQL Server	INTEL	1	Not specified by Aclara	NA

Third party software, as specified above, is furnished and pre-loaded on the STAR NCC Server hardware at the time of purchase. Licensing of the software shall be directly with the identified vendor/supplier under the terms and conditions of the vendor's/supplier's applicable software license agreement.

**III. THIRD PARTY SOFTWARE---INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT**

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Model Type</u>	<u>Qty</u>	<u>Licensing Parameter</u>	<u>Product Owner</u>
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<sup>1</sup> Software is licensed to be installed on one computer for regular use.

<sup>2</sup> STAR Maximum Endpoint counts STAR MTUs. If License exceeds the quantity of maximum Endpoints for the quantity stated above, Customer will move to the next tier and an additional license fee will be charged based on Aclara's current price in effect for that tier. Additional Maintenance fee will also apply.

<sup>3</sup> This software is licensed to Licensee for use in Licensee's own utility business. Use of the Software to provide AMI-related services to other utilities/entities (i.e. "Multi-Utility") is strictly prohibited unless otherwise noted and provided for herein.

<sup>4</sup> Ten (10) copies of STAR Handheld Programmer Software have been licensed under Tier 1.

<sup>5</sup> Each licensed software copy is delivered for use on one Hand Held Programmer or Laptop.



**IV. COMPONENTS INCLUDED IN THIS LICENSE AND ASSOCIATED FEES:**

<u>Item No.</u>	<u>Component Descriptions</u>	<u>One Time Fee</u>
III.A	STAR NCC Software	\$27,000.00
III.B	STAR Programmer Software (Tier 1, 1-10 units)	\$ 3,250.00

**V. INCREMENTAL LICENSE FEES ABOVE “MAXIMUM LICENSING PARAMETERS”:**<sup>1-3</sup>

<u>Item No.</u>	<u>Parameter Descriptions</u>	<u>One Time Fee Add-On</u>
IV.A	If License exceeds the quantity of maximum Endpoints for the quantity stated above, Licensee will move to the next tier and an additional license fee will be charged based on Aclara’s current price in effect for that tier. An additional maintenance fee will also apply.	
IV.B	Non-Hosted STAR - Multi-utility license--Allows Licensee to read meters for one additional utility (Optional) <sup>3</sup>	\$ Provided upon Request.
IV.C	STAR Programmer Software (for Handheld Units or Laptops)	\$ Dependent on Tier <sup>6</sup>

**VI. ANNUAL MAINTENANCE FEES:**

<u>Item No.</u>	<u>Level of Services Fees</u>
V.A	Non-Hosted Base Level is 20% of cumulative one time License Fees <sup>7</sup>
V.B	Non-Hosted Premier Level is 30% of cumulative one time License Fees <sup>8</sup>

Non-Hosted Maintenance Agreement annual Fees are a percentage of Cumulative<sup>9</sup> Non-Hosted License Fees based on Customer Selected Level of Services. Hosted Maintenance Agreement Fee is incorporated into the Hosted Solution Fee. Annual Non-Hosted Maintenance Fees and annual Hosted Solution Maintenance Fees are provided for a term of 12 months and are automatically renewable for 12 month Renewal Periods, subject to an annual adjustment. Please see Aclara Maintenance Agreement for complete pricing, terms and conditions and details of Services Levels and Hosted Solution Fees.

<sup>6</sup> Handheld Programmer Software License Fee is based on Tier Quantities: Tier 1 (1-10 units) \$3,250; Tier 2 (11-25 units) \$6,250; Tier 3 (26+) As Quoted

<sup>7</sup> The minimum STAR Maintenance Fee for Base Level is \$2,000.

<sup>8</sup> The minimum STAR Maintenance Fee for Premier Level is \$3,000.

<sup>9</sup> Non-Hosted License Fees are the summation of all license fees in sections IV and V, including incremental fees for any additional Endpoints, but does not include fees, if any, for additional data export customization (section VI).



**VII. ADDITIONAL DATA EXPORT CUSTOMIZATION FORMAT:** <sup>10</sup>

<b><u>Item No.</u></b>	<b><u>Additional Data Export Customization Fees</u></b>
VI.A	STAR System. Aclara will provide a firm, fixed price quotation for any additional formats once data is made available. Maximum Not-to-Exceed amount is dependent upon Licensee's requirements.

<sup>10</sup> LICENSE FEE includes one data export format to permit data to be imported into utility's billing system. Price will be based upon Customer's requirements when requesting additional export formats.



## MAINTENANCE AGREEMENT

This Agreement is made and entered into as of the date last signed below (the "Effective Date") by and between:

Aclara Technologies LLC, an Ohio Limited Liability Company  
945 Hornet Drive  
Hazelwood, Missouri 63042  
(Referred to herein as "Aclara")

And City of Owosso  
301 W. Main Street  
Owosso, MI 48867  
(Referred to herein as "Customer")

Individually, Aclara® and Customer may be referred to as "Party" and collectively as "Parties".

**Whereas**, the Parties have entered into a Software License Agreement of even date, whereby Customer has agreed to license from Aclara, and Aclara has agreed to license to Customer certain computer software; and

**Whereas**, pursuant to such Software License Agreement, Customer has agreed to obtain from Aclara, and Aclara has agreed to provide to Customer associated maintenance services for the Customer's Aclara Technology System, as more fully described below.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following definitions shall apply:
  - A. "Aclara Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.
  - B. "Aclara Technology System" (or "System") means the system comprised of, in part 1) the Hardware purchased from Aclara by Customer, and 2) the Software licensed by Aclara to Customer under the terms of the Software License Agreement.
  - C. "Additional Services" means services offered by Aclara for improvements and/or enhancements to the Customer's System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule B hereto.
  - D. "Classroom Training" means training offered by Aclara at its facility.
  - E. "Customer Portal" means an electronic gateway to a secure entry point via Aclara's website at [www.Aclara.com](http://www.Aclara.com) that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
  - F. "On-Site Maintenance Services" means Aclara providing Maintenance Services at the Customer's facility at the then current rates stated in Schedule B, Time and Material Rates, attached hereto.
  - G. "Custom Enhancement" means any improvement, modification or addition that, when made or added to the Software or Third Party Licensed Software, changes its utility,



efficiency, functional capability or application. Custom Enhancements are not included as part of this Agreement.

- H. "Customer Site Training" means Aclara providing its training at the Customer's facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer's needs.
- I. "Delivery" means, in the case of Software provided hereunder (and as applicable), (i) the remote installation of the Software by Aclara on the Customer-provided Designated Equipment; or (ii) delivery of the Designated Equipment provided by Aclara on which the Software is installed; or (iii) the loading of the software to an FTP site for Customer's availability to download. "Delivery" means, in the case of Services provided hereunder, the periodic performance of such Services as described herein.
- J. "Error" means any failure of Software to conform in all material respects to the requirements of this Agreement or Aclara's published specifications. Any nonconformity resulting from Customer's misuse, improper use, alteration or damage of the Software, the combination of the Software with any hardware or software not supplied by or authorized by Aclara, or any other condition beyond the control of Aclara, shall not be considered an Error.
- K. "Error Correction" means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity
- L. "E-Learning" means on-line training offered by Aclara via the Internet.
- M. "Hardware" means the Aclara Equipment and Third Party Equipment identified on Exhibit B which may include, but is not limited to Substation Communication Equipment (SCE), Remote Communications Equipment (RCE), Test Equipment, Meter Transmission Unit (MTU), Data Collection Unit (DCU), or Utility MTU Programmer.
- N. "Issue" means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.
- O. "Maintenance Services" means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation of Services.
- P. "Patch" means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.
- Q. "Renewal Period" means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.
- R. "Severity Level" means a designation of the effect of an Issue on the Customer's use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:



Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

- S. “Software” means the software and firmware provided by Aclara, and listed in the Software License Agreement. All Software, Software Revisions and Software Versions provided by Aclara shall be subject to the terms and conditions of the Software License Agreement entered into by and between Aclara and Customer, including any amendments thereto.
- T. “Software Version” means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. Software Versions are not provided or included as part of this Agreement.
- U. “Software Revision” means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.
- V. “Supplemental Services” means the services set forth on Schedule C hereto, and offered at the prices set forth on Schedule C hereto.
- W. “Target Response” refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.
- X. “Third Party Licensed Software” shall have the meaning as it is defined in the Software License Agreement.
- Y. “Training Services” means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.
2. Term of Agreement. Subject to the termination provisions set forth below, this Agreement shall become effective as of the Effective Date. Maintenance Services shall begin upon Delivery of the Licensed Software; and shall continue in full force and effect for an initial term of one (1) year (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive Renewal Periods, unless sooner terminated by either Aclara or Customer as provided for in this Agreement.



### 3. Scope

- A. Software Maintenance. The Software maintained under this Agreement shall be the Software set forth in the Software License Agreement. Any additional Software for which a license is obtained by the Customer from Aclara shall be automatically incorporated into this Agreement and the pricing for Maintenance Services adjusted accordingly. ~~A~~
- B. Hardware Maintenance. ~~Under this Agreement, Aclara provides assistance to Customer by remote diagnosis and troubleshooting of those items identified in Section 1.M. above, which have been purchased by Customer from Aclara. In addition, Supplemental Maintenance Services for such Hardware may be available when offered in Schedule C during the term of the Agreement. A~~
- C. Levels of Maintenance Services. Two (2) Levels of Maintenance are available to Customer under this Agreement. Each level is identified and described in Schedule A, Levels of Maintenance Services attached hereto and made a part hereof. Customer may, at its option, change the Level of Maintenance for any subsequent Renewal Period, provided Customer gives Aclara written notice of the requested change no less than thirty (30) days prior to the end of the Initial Term or then current Renewal Period.
- D. Maintenance Services Provided. Aclara shall provide Maintenance Services at the level selected by the Customer as designated in Schedule D, Level of Maintenance Services Selected. The following are included as part of this Agreement:
- 1) Aclara Software Revisions and Patches. Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.
  - 2) Third Party Software Revisions. At the option of Aclara, periodic Software Revisions of the Third Party Licensed Software will be provided by Aclara without further charge provided the following conditions are met: (i) the Software Revision corrects a malfunction in the Third Party Software that affects the operation of the Software; and (ii) the Software Revision has, in the opinion of Aclara, corrected malfunctions identified in the Aclara Technology System and has not created any additional malfunctions; and (iii) the Software Revision is available to Aclara. Customer is responsible for obtaining and installing the Software Revision if the Third Party Software was not licensed to Customer by or through Aclara. Software Revisions to Third Party Licensed Software provided by Aclara are specifically limited to the Third Party Software identified and set forth in the Software License Agreement. Any associated Hardware or Hardware modifications required to support revisions of Third Party Software are not included under the terms of this Agreement.
- E. Response to Issues. Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule A, Level of Maintenance Services.
- F. Service Limitations. The Maintenance Services defined in this Agreement



are applicable only to the Aclara Technology System, excluding third party equipment, and Third Party Software identified in the Software License Agreement. The following limitations apply to Maintenance Services under this Agreement.

- 1) New Software Versions are not included as a part of this Maintenance Agreement. Such Software Versions will be offered to Customer for additional fees and costs.
- 2) Services requested by Customer for assistance with installation or implementation of Software Revisions and Patches are not included in this Maintenance Agreement, but are offered to the Customer on a time and materials basis at the rates stated in Schedule B hereto.
- 3) System administration, database maintenance and recovery, server malfunctions, database backup processes, management and training services, repair of Hardware under warranty or master station computer equipment repair are not included as part of this Agreement.
- 4) Maintenance services shall be limited to the latest Software Revision, and the two previous Software Revisions provided to the Customer and currently maintained by Aclara in accordance with Section 4.E below. All code changes, Enhancements or fixes will be incorporated into the latest Software Revision or a future Software Revision. Aclara has no obligation to make code changes, Enhancements or fixes to previous Software Revisions.
- 5) Maintenance Services do not include costs incurred by Aclara while investigating problems that are the result of Customer's negligence, misuse, or unauthorized application, alteration, or modification of the Software, Hardware, or interfaces to the equipment configuration, which shall be invoiced to Customer on a time-and-material basis at Aclara's then current published rates. The current rates are set forth on Schedule B hereto.
- 6) Services offered outside of Maintenance Services as noted in Schedule C, Supplemental Services attached hereto are not included in this Agreement. Such additional services are available and may be provided upon Customer's request at the fixed price established on Schedule C, and if no fixed price is established, in accordance with the terms and rates provided in Schedule B hereto.
- 7) During Renewal Periods, certain follow-up training is provided as outlined in Schedule A, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.
- 8) Aclara shall consider and evaluate the development of Custom Enhancements for the specific use of Customer and shall respond to Customer's requests for Custom Enhancements or other additional services pertaining to the Software. Such Custom Enhancements or additional services shall be subject to a separate charge in accordance with Aclara's then in effect rates. The current rates are listed on Schedule B hereto.
- 9) Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.



- 10) Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Aclara.
- 11) Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software including but not limited to changes of operating systems database servers, web servers, and communications software.
- 12) Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.
- 13) Customer specific testing and reimplementation of Custom Enhancements are not part of this Maintenance Agreement

Customer will be responsible to pay Aclara for time or other resources provided by Aclara to diagnose or attempt to correct any of the items set forth above in this Section 3.F., at Aclara's then current time and material rates. If Aclara incurs expense in servicing claims which are later shown to result from any of the above activities, Customer shall pay Aclara the costs associated with the performance of such service. Aclara's time and material rates are attached hereto as Schedule B. Aclara, in its sole discretion, may change these rates from time to time with thirty (30) days advance notice to Customer.

#### 4. Customer Responsibilities

- A. Backups. Customer shall maintain a current backup copy of all Software and databases. Customer shall perform regular daily backups of its data, and weekly backups of its entire system maintained under this Agreement.
- B. Notification of Issues

During the hours between 6:30 a.m. and 6:00 p.m. Central Time on Monday through Friday, excluding Aclara Holidays:

- 1) Customer shall provide Aclara with timely notification of any new System issues by one of three methods:
  - a. By entering the problem on the Aclara Customer Portal (See Note 1 below);
  - b. Contacting Aclara Customer Support at **1-800-892-9008**; or
  - c. Emailing the problem to [support@aclara.com](mailto:support@aclara.com)

**Note 1: Customer's utilization of the Aclara Customer Portal is the preferred method for issue notifications.**

- 2) Premier Level. Selection of the Premier level of services provides technical support for Severity 1 and 2 issues, 24 hours per day; seven (7) days per week; 365 days per year. All Severity 1 and 2 notifications submitted between the hours of 6:00 p.m. and 6:30 a.m. Central Time (Monday through Friday, Weekends and Aclara Holidays) must be submitted through the Aclara Customer Portal. If Customer cannot readily access the Aclara Customer Portal, Customer may contact Aclara at the "800" number listed above. Premier Level Customers will receive priority treatment over Base Level Customer when resources are allocated to competing, same-priority issues.



- 3) Base Level. Selection of the Base level of services ensures tickets will be processed on the next business day within the normal business hours (6:30 a.m. and 6:00 p.m. Central Time) noted on Schedule A, Levels of Maintenance Service. If an emergency arises, Aclara does offer support for Issues arising during other than normal business hours at the Time and Material Rates set forth in Schedule B hereto.
- C. Technical Staff. Customer shall be responsible for maintaining sufficient suitably trained technical staff to operate and maintain the System on a day-to-day basis, including backing up the Software and report handling. Aclara training for designated contacts shall be made available to Customer.
- D. Support for Problem Investigation. Customer shall support all reasonable requests by Aclara as may be required in problem investigation and resolution. For troubleshooting purposes, Aclara may need remote system access to Customer's system.
- E. Maintain Current Software Revision. Customer shall install new revisions of defined Software in the production environment within six (6) months of receipt of the Software Revision. Customer shall maintain the required version of the Third Party Licensed Software, if applicable, specified by Aclara for each released Software Revision provided. Aclara Error Corrections will be provided on Aclara's latest release of the Software Revision.
- F. Additional Requirements. Customer is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and obtain Maintenance Services from Aclara.
- G. Designation of Point of Contact. Customer shall assign an individual or individuals to serve as the designated contact(s) for all communication with Aclara during Issue investigation and resolution.
- H. Discovery of Errors. Upon discovery of an Error, Customer agrees, if requested by Aclara, to submit to Aclara a listing of output and any other data that Aclara may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
- I. Test Environment. Customer should maintain a test copy of the Program and a separate test data base (other than Customer's production database) and shall test all new Software Revisions, Patches, Custom Enhancements, hotfixes and Error Corrections before integrating them into system productions.
- J. Technical Infrastructure Management. Customer shall manage hardware, software, network, storage, database, and peripheral devices for optimal operating performance and availability as required by end users.
- K. Proactive Monitoring. Customer shall regularly monitor the hardware, software and infrastructure that support the Software application. Customer shall define system (OS/Oracle) level event logging, notification and escalation procedures, and detect and react to events. Customer shall regularly monitor event logs, server logs, and other debug information generated by the application to proactively identify problems.
- L. Acceptance. On or before thirty (30) business days after Aclara's release of a new Custom Enhancement, hotfix or Error Correction that Aclara issues in response to an Error Report, Customer shall test and notify Aclara if there are any problems that need



further resolution, or if Customer accepts the solution, Customer shall send such notification to Aclara's e-mail support address. If Aclara receives neither a request for further assistance nor an acceptance of the solution, the solution will be deemed accepted by Customer, and Aclara will have no further obligation to maintain the Software in its earlier form or version. Problems arising from the aforementioned items requiring further resolution will be included as part of this Agreement.

- M. Routine System Management. Customer shall monitor the system logs and database and perform routine system and database management to ensure proper system operation.

5. Payment and Charges

- A. Basis of Maintenance Fee. Pricing for Maintenance Services is calculated based on the cumulative Software License Fee paid by the Customer. The cumulative Fee is identified in the Aclara Software License Agreement as amended during the term of this Agreement. Pricing for each Support Level during the Initial Term is detailed in Schedule D, Level of Maintenance Services Selected hereto.
- B. Billing Rate. The charge for the Service Level selected by the Customer and defined herein shall be at the annual Fee as identified in Schedule J, Level of Maintenance Services Selected hereof during the Initial Term of this Agreement. The annual Fee shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Period, the Fee shall be subject to adjustment [not to exceed five percent (5%)] at the commencement of each Renewal Period. Customer will receive a Renewal Letter in the form of Attachment 1, providing 30 days notice of the adjusted Fee as set forth above. Said Renewal Letter and the terms contained therein shall be made a part of this Agreement.
- C. Currency and Taxes. Prices and charges stated herein are in U.S. dollars and are exclusive of Import Duties, Tariffs, Provincial, Federal, State, Municipal or other Government Excise, Sales, Use or like Taxes, all of which shall be Customer's responsibility.
- D. Suspension of Services due to Unpaid Invoices. In the event that any of the Charges remain unpaid for more than thirty (30) days after becoming due for payment, Aclara shall be entitled to withdraw the Maintenance Services.
- E. Billing Frequency. Charges for the services provided under this Agreement shall be invoiced annually in advance. Payment of all such invoices shall be due and payable within thirty (30) days of the date of invoice.
- F. Partial Services. Aclara reserves the right to invoice the Customer for any partial month services which may result from the Effective Date or date of termination of this Agreement, at a prorated charge.
- G. Reinstatement Fee. In the event that Customer terminates or elects not to renew this Agreement and subsequently wishes to reinstate it, in addition to paying Aclara's then current fees and charges, Customer shall also pay Aclara, a reinstatement charge. The reinstatement charge shall include a lump sum equal to the total fees and charges which would have been paid for the period of lapse had the lapse not occurred: provided, however that if the lapse period is three (3) years or longer, Aclara shall have the option at its sole discretion to refuse to reinstate said Agreement



6. Termination

- A. This Agreement may be terminated by either party at any time by not less than thirty (30) days prior written notice.
- B. Aclara shall have the right to terminate this Agreement at any time in the event of Customer's bankruptcy, insolvency, or any continuing non-payment for services in excess of thirty (30) days.
- C. If either party shall at any time commit any breach of any covenant or agreement herein contained, and shall fail to remedy any such breach within thirty (30) days after the other party provides written notice specifying in reasonable detail such breach, the other party may, at its option, terminate this Agreement by prior notice in writing to such effect.
- D. Aclara shall have the right to terminate or refuse Maintenance Services if, in Aclara's opinion, conditions at the equipment location represents a hazard to the safety or health of Aclara's personnel.

7. Warranties

- A. With respect to Services to be performed by Aclara under this Agreement, Aclara warrants that it will use reasonable care and skill in the provision of the Services. The Services shall be performed in a professional, competent and timely manner by Aclara Personnel appropriately qualified and trained to perform such Services. In the event of a breach of the foregoing warranty relating to Services occurs within twelve months from the date of the providing of such Services, Aclara shall, at its sole cost and expense, re-perform such Services. Re-performance of such Services shall be Aclara's sole liability and Customer's sole remedy for a breach of warranty.
- B. Except as expressly set out herein, all conditions and warranties, express or implied, statutory or otherwise (including but not limited to any concerning merchantability or fitness for a particular purpose) are hereby excluded to the extent permitted by law.

8. Limitation of Liability and Damages. The Parties have agreed to limit Aclara's total aggregate liability and exclude the recovery of certain types of damages. Notwithstanding anything contained herein to the contrary, the total aggregate liability of Aclara to the Customer for any and all liability arising out of or in connection with the performance of this Maintenance Agreement shall be limited to the then current annual Maintenance Services Fee paid by Customer to Aclara under this Agreement. IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This provision shall survive termination of this Agreement.

9. Excusable Delays. Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by delays in shipment, delivery or taking receipt of any items sold hereunder, or loss or damage thereto, acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or delay by supplier, breakdown in manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. Any Party so adversely



affected shall use all Commercially Reasonable Efforts to minimize the extent of the delay in performance. No event of Force Majeure shall apply to any obligation by either Party to pay money.

10. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.
11. Waiver. No waiver of any term of this Agreement by either party shall be deemed to be a further or continuing waiver of any other term of this Agreement.
12. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, U.S.A.
13. Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be sent by Electronic Mail, United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below. Notices so given shall be deemed received upon receipt of the Electronic Mail or three business days from the date of deposit in the U.S. mails.

**If to Aclara:**

Aclara Technologies LLC  
Attn: Legal Department  
945 Hornet Drive  
Hazelwood, MO 63042

**If to Customer:**

City of Owosso  
Attn: \_\_\_\_\_  
301 W. Main Street  
Owosso, MI 48867

15. Confidentiality The Parties understand that they may exchange information which they deem to be confidential. To that end, the Mutual Non-Disclosure obligations of the Parties as set forth in Paragraph 11 of the Soware License Agreement are incorporated herein by reference
16. Entire Agreement. This Agreement, including Attachment 1 and Schedules A, B, C, D, E, F, G, H, I and J hereof, contains the entire agreement between the parties hereto relating to the subject matter hereof and may not be changed or modified in any manner, orally or otherwise, except by a written amendment signed by a duly authorized officer of each of the parties hereto.

**SIGNATURES ON FOLLOWING PAGE**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the respective dates set forth below.

**Aclara Technologies LLC**

**City of Owosso**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## ATTACHMENT 1 RENEWAL LETTER

DATE

Customer  
Customer Address  
City, State, Zip Code

Subject: YEAR Renewal of Aclara **Base or Premier** Maintenance Agreement

Dear **Contact Name**,

**Customer Company Name's** Aclara Maintenance Agreement (**Base or Premier Level**) will automatically renew on **April 1, 2015** for an additional twelve months through **March 31, 2016** ("Renewal Period"). In accordance with Clause 5, of the agreement, the adjusted maintenance fee is \$ . You will be invoiced for the new maintenance fee annually in advance and should receive the invoice within the first month of the Renewal Period.

If a purchase order (PO) number is required on the Aclara invoice, please provide the PO or PO number to **Twacs or Aclara Orders@aclara.com**.

For your consideration, the Premier Level of maintenance services identified on the attached Maintenance Agreement, Schedule A, Levels of Maintenance Services is offered at **\$3,544**. The Premier Level of services includes 24 X 7 Technical Support, a shorter Target Response Time and an unlimited number of training classes on site at Aclara or through Aclara Web based E-Learning Classes. If you would like to upgrade your maintenance services to the Premier Level, please contact me within the next fifteen (15) business days at {phone contact} or {email address}.

Aclara continues to offer Supplemental Services for Aclara technology systems that are identified on the attached Maintenance Agreement Schedule C, Supplemental Services Offered. Tier pricing has remained the same and the Tier pricing for your system is as follows:

- |   |        |                   |
|---|--------|-------------------|
| <input type="checkbox"/> STAR System Monitoring | Tier 2 | YEAR Pricing - \$ |
| <input type="checkbox"/> STAR DCU Maintenance   | Tier 1 | YEAR Pricing - \$ |

If you selected one or both of the supplemental services previously, there is a check in the appropriate box. If selected, you will be invoiced for the supplemental services as separate line items along with the Maintenance Fee for the total amount of \$ \_\_\_\_\_. If you wish to change your services for {CALENDAR YEAR, e.g., 2015}, please notify me within the next fifteen (15) business days by email.

This Renewal Letter is hereby incorporated into the Maintenance Agreement as set forth in Section 5(B) of the Maintenance Agreement. Except as noted above, the Aclara Maintenance Agreement and all of the terms, conditions and provisions thereof shall remain in full force and effect.

If you have any questions, please do not hesitate to contact me at {phone contact} or {email address}



Kind regards,

Sr. Contract Administrator  
Enclosures: Schedules A - C  
cc: Aclara Account Manager



## SCHEDULE A LEVELS OF MAINTENANCE SERVICES

[illegible]



## SCHEDULE B TIME AND MATERIAL RATES

Additional Services may be provided at the Customer's request in accordance with the following Time and Material Rates (hereinafter referred to as "Rates"<sup>1</sup>).

### **Rates:**

1. The following Rate categories have been defined for Aclara technical staff:

Aclara Technical Staff	Standard Hourly Rate	Off-Hours Hourly Rate	On-Call Hourly Rate
Sr. Technical Advisor	\$250	\$375	\$120
Product Manager	\$200	\$300	\$120
Project/Account Manager	\$195	\$290	\$120
Deployment Manager	\$195	\$290	\$120
Sr. Engineer	\$185	\$270	\$120
Sr. Business Analyst	\$185	\$270	\$120
DBA	\$185	\$270	\$120
Trainer	\$185	\$270	\$120
Engineer/Support Engineer	\$165	\$240	\$120
Business Analyst	\$165	\$240	\$120
Equipment Service/Installation	\$125	\$200	N/A
Administrative Support	\$125	N/A	N/A

3. Rate Adjustments.

The above hourly rates are in U.S. Dollars and are subject to adjustment upon thirty (30) days' notice.

4. Service Charges.

A. Services will be charged at the applicable Rates as follows:

- 1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. - 6:00 p.m. Central Time, Monday through Friday, excluding Aclara Holidays.
- 2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. – 6:00 p.m. Central Time, Monday through Friday excluding Aclara Holidays.

B. If Aclara is requested to travel to the Customer's site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.

<sup>1</sup>Rates exclude any applicable taxes and the like.



- 1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to airfare, lodging, meals, automobile rental, fuel, parking and associated administration fees, and will be charged to Customer on an actual basis.
- 2) Portal to Portal Invoices: Travel time for On-Site Maintenance Services will be invoiced to Customer on a portal-to-portal basis at Aclara's On-Call Hourly Rates.

4. On-Call Maintenance Service

On-Call Maintenance Service is a pre-arranged service by which Customer places a request to have Aclara technical staff accessible remotely for a specified time period. During the period for which Aclara technical staff is accessible, On-Call Hourly Rates will be charged. If Aclara technical staff must actually perform services during such period, the services will be billed at the appropriate Standard Hourly Rate or Off-Hours Hourly Rate, instead of the On-Call Hourly Rate. This service will be provided remotely via a telecommunications link.

5. Pre-Purchased Support Hours

- A. Pre-purchased software support hours are a block of hours intended to cover Software issues that are not covered under this Agreement, thereby allowing the Customer added flexibility to utilize Aclara's services without generating a Change Order. Should Customer request services which are not included in this Agreement and desire to utilize the pre-purchased hours, Aclara shall provide the Customer with an estimated number of hours required to resolve such request. The Customer may then advise Aclara either to stop working, sign and fund a Change Order, or use the pre-purchased support hours to resolve the request. Aclara reserves the right to decline the Customer's request, depending on the nature of the request.
- B. Pre-purchased support hours may be purchased at any time during the term of this Agreement. Pre-purchased support hours expire upon termination of this Agreement or within one year after purchase (regardless of use), whichever occurs first.
- C. Pre-purchased software support hours are offered in the following increments and volume discounts:
 

40 hours	Hourly Rates listed in Section 1 above.
80 hours	5% discount
120 hours	10% discount



## **SCHEDULE C SUPPLEMENTAL SERVICES OFFERED**

The following Supplemental Services are offered under the terms of this Maintenance Agreement:

### **1. STAR®**

#### **A. STAR System Monitoring Service**

Tier 1 (Less than 1,000 endpoints)	\$ 2,000.00
Tier 2 (1,001 to 10,000 endpoints)	\$ 4,000.00
Tier 3 (10,001 to 25,000 endpoints)	\$ 6,000.00
Tier 4 (25,001 to 50,000 endpoints)	\$ 8,000.00
Tier 5 (50,001 to 100,000 endpoints)	\$10,000.00
Tier 6 (Greater than 100,000 endpoints)	Please contact Aclara for pricing

Aclara's STAR System Monitoring service is designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the NCC, and provide health status of your AMI system to minimize system downtime. Aclara will deliver a weekly diagnostic report that will identify issues which could affect the successful operation of the STAR system. The major components of the system that will be analyzed include:

- Network Control Computer
- Data Collector Units
- Meter Transmitting Units
- Handheld programmers.

Aclara's proactive approach is to look for any condition out of the ordinary and will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

Customers will be notified about the issues found, the steps to be completed to solve the problem, and the escalation path. Aclara will provide:

- A snapshot of the STAR system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters.

The STAR System Monitoring Service requires that Aclara have reliable remote connectivity to Customer's System.

#### **B. STAR DCU Maintenance Service**

Tier 1 (Less than 15 DCUs)	\$ 500.00 per DCU per year
Tier 2 (16 to 30 DCUs)	\$ 450.00 per DCU per year
Tier 3 (31 to 50 DCUs)	\$ 400.00 per DCU per year
Tier 4 (Greater than 50 DCUs)	Please contact Aclara for pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU.

Aclara's STAR® DCU Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty.



The Service covers all electronics, the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware and battery.

The Service does **not** include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.

Upon notification from Customer of DCU failure, Aclara will diagnose the DCU. If a failure occurs to a DCU covered under the Agreement, the unit will be repaired or replaced, at Aclara's option, at no additional cost to Customer. If the Customer has entered into a System Monitoring agreement with Aclara, Aclara will normally identify the problem as part of its System Monitoring and will take the necessary actions to correct the problem. The Customer is responsible for arranging access to DCU sites before Aclara can take action.

Customer's electing the STAR® DCU Maintenance Service must purchase the service for all DCUs purchased by Customer; STAR® DCU Maintenance Service may not be purchased on an individual, case-by-case basis.



**SCHEDULE D**

**RESERVED**



**SCHEDULE E**  
**RESERVED**



**SCHEDULE F**  
**RESERVED**



## **SCHEDULE G**

**RESERVED**



## **SCHEDULE H**

### **RESERVED**



## **SCHEDULE I**

**RESERVED**



**SCHEDULE J**  
**LEVEL OF MAINTENANCE SERVICES SELECTED**

Customer: City of Owosso

Address: 301 W. Main Street, Owosso, MI 48867

1. **Billing frequency is annually in advance.**
2. ☐ **If a Purchase Order number is required on Aclara invoices, please check here.**
- A. Selected Maintenance Level (check one) (Annual First Term Price shown):
- ☐ Base @ 20% \$6,050
- ☐ Premier @ 30% \$9,075
- B. Supplemental Services:
- ☐ STAR® System Monitoring Service, Tier 2 \$4,000
- ☐ STAR® DCU Maintenance Service, Tier 1 \$1,500

2. **Customer Designated Contact Information:**

**Designated Renewal Contact Information**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cellular Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**Designated Contact Information**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cellular Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**Designated Contact Information**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cellular Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**Designated Contact Information**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cellular Phone \_\_\_\_\_

Email Address \_\_\_\_\_



## Aclara Warranties

- STAR® MTU Warranty
- STAR® Utility DCU Warranty
- STAR® Utility NCC Warranty
- STAR® Utility MTU Programmer Warranty
- Aclara® Software Warranty



# STAR® MTU Warranty

## Basic Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Meter Transmission Unit (MTU) that the MTU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period often (10) years from the date of original product shipment (the “full warranty period”).

Any STAR® Utility MTU manufactured by Aclara Technologies LLC that, within the full warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned to Aclara Technologies LLC, freight prepaid, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. A STAR® Utility MTU which has been repaired or replaced by Aclara Technologies LLC will be returned to the PURCHASER by Aclara Technologies LLC, freight prepaid. All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall be the responsibility of the PURCHASER. Aclara Technologies LLC warrants replacement MTUs for the longer of (i) the remaining term of the full warranty period applicable to the STAR® Utility MTU repaired or replaced or (ii) one year from the date the repaired STAR® Utility MTU or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

## Extended Warranty

Subject to the limitations set forth below, Aclara Technologies LLC, will replace any STAR® Utility MTU that, after expiration of the full warranty period but before the expiration of the twentieth (20<sup>th</sup>) full year after the date of original product shipment (the “extended warranty period”): (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship. The cost of replacement will be prorated in accordance with the following table based on the number years of service before failure:

Years of Service	Replacement Cost Percentage
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The cost of replacement will be calculated by multiplying the applicable replacement cost percentage by the STAR® Utility MTU price in effect at the time of replacement. The defective MTU must be returned to Aclara Technologies LLC by the PURCHASER, freight prepaid; Aclara Technologies LLC will pay the freight charges for the return of the replacement to the PURCHASER.

All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall be the responsibility of the PURCHASER. Aclara Technologies LLC warrants MTUs replaced pursuant to the Extended Warranty for ten (10) years (in accordance with the terms of the Basic



Warranty) from the date the replacement is returned to the PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® Utility MTU warranties do not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, repair by unauthorized personnel, or battery life for MTUs that are configured and operated for more than two (2) to four (4) transmissions per day.

Aclara Technologies LLC makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path of STAR® Utility MTUs.

Each MTU includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the MTU with the MTU, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACLARA TECHNOLOGIES LLC.



# STAR® Utility DCU Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Data Collection Unit (DCU) that the DCU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of one (1) year from the date of original product installation.

Any STAR® Utility DCU manufactured by Aclara Technologies LLC that, within the warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. PURCHASER may either;

- 1) Request return authorization from Aclara Technologies LLC, and return defective DCU for repair. Aclara Technologies LLC will be responsible for lowest cost inbound and outbound freight when using shipping method of Aclara Technologies LLC's choice. Should PURCHASER request alternative shipping method, PURCHASER will be responsible for all excess freight charges. All costs associated with the removal and/or reinstallation of a defective STAR® Utility DCU shall be the responsibility of the PURCHASER, or
- 2) Request on site repair by Aclara Technologies LLC, provided PURCHASER pays all reasonable Aclara Technologies LLC travel expenses. PURCHASER must assure reasonable access to the equipment, and shall be responsible for additional costs incurred should Aclara Technologies LLC be prevented access at the scheduled time.

Aclara Technologies LLC warrants replacement DCU's for the longer of (i) the remaining term of the full warranty period applicable to the STAR® Utility DCU repaired or replaced or (ii) six (6) months from the date the repaired STAR® Utility DCU or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® Utility DCU warranty does not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, theft, vandalism, acts of god or repair by unauthorized personnel.

Aclara Technologies LLC makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path or required density of STAR® Utility DCUs.

Each DCU includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the DCU with the DCU, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO



SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

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# STAR® Utility NCC Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Network Control Computer (NCC) that Aclara Technologies LLC will provide a computer, which in its best judgment is sufficient to run the NCC Software. The Computer to be supplied will be manufactured and assembled by a nationally recognized computer manufacturer to comply with minimum specifications established by Aclara Technologies LLC, but will not be assembled by or manufactured by Aclara Technologies LLC. Aclara Technologies LLC agrees to assign all of its rights and interests in the warranties, if any, provided by the manufacturer of said computer, to the extent that this assignment is permitted by such manufacturer, to the PURCHASER. Aclara Technologies LLC will arrange for a three-year on-site repair and service agreement at no additional cost to PURCHASER. PURCHASER'S only remedy is to look to the warranty provided by such manufacturer and/or benefits provided by the service agreement with respect to the repair and correction of defects and/or failures in the computer and its components.

Aclara Technologies LLC makes no warranty or representation, either express or implied for products or software supplied by Aclara Technologies LLC but manufactured or licensed by third parties. The warranties for products manufactured or licensed by third parties are limited to those provided by and in effect for the respective manufacturer or licensor.

The NCC Software and Documentation will meet the specifications therefore in effect on the effective date sale. If the NCC Software or Documentation fails to meet this warranty and PURCHASER gives written notice thereof, within one (1) year from date of initial sale, Aclara Technologies LLC shall correct the failure, provided that PURCHASER gives detailed information regarding such failure. Aclara Technologies LLC shall not be liable for the NCC Software and Documentation warranty provisions if modifications are made to the NCC Software by someone other than Aclara Technologies LLC or its authorized representatives

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THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THE INSTALLATION, USE, REMOVAL OR REINSTALLATION OF THE NCC PRODUCT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE NCC SOFTWARE OR DOCUMENTATION. CONSEQUENTIAL DAMAGES FOR PURPOSES OF THIS AGREEMENT SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, LOSS OF DATA, OR LOSSES SUSTAINED AS A RESULT OF INJURY TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

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# STAR® Utility MTU Programmer Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility MTU Programmer (PROGRAMMER) that the PROGRAMMER shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of one (1) year from the date of original product shipment.

Any STAR® Utility MTU Programmer manufactured by Aclara Technologies LLC that, within the warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned to Aclara Technologies LLC, freight prepaid, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. A STAR® Utility MTU Programmer which has been repaired or replaced by Aclara Technologies LLC will be returned to the PURCHASER by Aclara Technologies LLC, freight prepaid. Aclara Technologies LLC warrants replacement PROGRAMMERS for the longer of (i) the remaining term of the warranty period applicable to the STAR® Utility PROGRAMMER repaired or replaced or (ii) Ninety (90) days from the date the repaired STAR® Utility PROGRAMMER or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance

The STAR® Utility MTU Programmer warranty does not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, theft, vandalism, acts of god or repair by unauthorized personnel.

Each MTU Programmer includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the MTU Programmer with the MTU Programmer, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

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# Aclara® Software Warranty

In connection with this proposal, Seller makes the following warranties:

Seller warrants that with respect to the Software licensed by Seller to Buyer that:

**1) With respect to Third Party Licensed Software: a.** Any applicable Third Party license fees have been paid; **b.** Buyer's use thereof shall be at no additional cost to Buyer; **c.** Buyer's use thereof shall only be subject to the terms of the Software License Agreement; **Seller expressly disclaims any other warranties with respect to Third Party Licensed Software and shall have no warranty obligations with respect to such Software. 2) With respect to Seller Licensed Software and any updates or upgrades thereto provided to Buyer: a.** Seller is the owner of the Aclara Licensed Software and has the right and authority to license the Aclara Licensed Software to Licensee; **b.** Buyer's use of the Aclara Licensed Software shall only be subject to the terms of the Software License Agreement; **c.** The Aclara Licensed Software will operate substantially in accordance with the Documentation licensed by Seller pursuant to the terms of the Software License Agreement. **In the event a breach of the foregoing warranties occurs prior to twelve months from installation of the Aclara Licensed Software, Aclara shall, at its sole cost and expense, perform such work as is necessary to promptly remedy the breach.**

Except as specifically set forth herein, no warranty under any provision of this proposal is made with respect to software items that have not been created or manufactured by the Seller or its Contract Manufacturers, such being subject only to the warranties made by their respective creators or manufacturers. Seller shall not be responsible or liability for unauthorized modifications, alterations, misapplications, or repairs made to the software by Buyer Personnel or persons other than Seller Personnel or for damage thereto caused by negligence, accidents or use by Buyer Personnel or persons other than Seller Personnel in violation of any provision of this Proposal.

EXCEPT AS EXPRESSLY SET OUT HEREIN, ALL CONDITIONS AND WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY CONCERNING FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION.

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## MEMORANDUM

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301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ [WWW.CI.OWOSSO.MI.US](http://WWW.CI.OWOSSO.MI.US)

---

DATE: March 17, 2017  
TO: City Council  
FROM: City Manager  
SUBJECT: Mrs. Joann Tilson request for sanitary sewer refund

"

The city council on March requested that this matter be brought back at the next meeting. The belief was that Mrs. Tilson would have provided the requested information from Consumers Energy to calculate the refund and to prepare the required resolution prepared.

As of this date, Mrs. Tilson has not supplied the requested information necessary to resolve the matter.



**From:** [Jennifer Adams](#)  
**To:** [Robert V. Doran-Brockway](#); [Jenelle Steele Elkins](#); [Carolyn Ebert](#); [Robert Elton Brockway](#); [Karen Kong](#); [Tracey Peltier](#); [Sue Osika](#); [Heather Quinn](#); [Annie Ludington](#); [Christopher Eveleth](#); [Donald D. Crawford](#); [Amy K. Kirkland](#); [Susan K. Montenegro](#); [Jessica B. Unangst](#); [Carol Vaughn](#); [Elaine Greenway](#)  
**Cc:** [Dennis Mahoney](#)  
**Subject:** OHC  
**Date:** Friday, March 10, 2017 5:03:34 PM

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Hello Everyone,

As the commission starts the exciting journey moving forward in implementing and becoming a 501c, strong solid leadership and commitment is a must for our board members.

With Roberts strong direction, community support and collaboration, OHC is headed forward to truly make Owosso an extraordinary well known historic destination in Michigan. And the commission has an exciting future this year, and many years to come.

My family life this week has taken an unexpected turn, due to my mother's surgery having complications we didn't expect. That has made me realize I need to pull away from my commitment leadership and concentrate on my family now and in the future.

I am officially resigning from the OHC and chair, immediately.

Thank you for these past work wonderful years volunteering on OHC. I have truly enjoyed every moment!

Jennifer Mahoney

[Sent from Yahoo Mail on Android](#)



To: Owosso City Council  
 From: Brad Hissong, Building Official  
 Date: 03/01/2017

Building Department Report for February, 2017

Category	Estimated Cost	Permit Fee	Number of Permits
Demolition	<i>\$0</i>	<i>\$416</i>	<i>2</i>
Electrical	<i>\$0</i>	<i>\$1,535</i>	<i>10</i>
Fence - Residential	<i>\$0</i>	<i>\$90</i>	<i>1</i>
Mechanical	<i>\$0</i>	<i>\$2,645</i>	<i>15</i>
Non-Res. Add/Alter/Repair	<i>\$0</i>	<i>\$2,252</i>	<i>2</i>
Plumbing	<i>\$0</i>	<i>\$5,395</i>	<i>5</i>
Res. Add/Alter/Repair	<i>\$0</i>	<i>\$420</i>	<i>3</i>
ROOF	<i>\$0</i>	<i>\$530</i>	<i>4</i>
Sign	<i>\$0</i>	<i>\$392</i>	<i>4</i>
VACANT PROPERTY REGI	<i>\$0</i>	<i>\$300</i>	<i>3</i>
WINDOWS	<i>\$0</i>	<i>\$820</i>	<i>5</i>
ZONING COMPLIANCE CE	<i>\$0</i>	<i>\$50</i>	<i>1</i>
<b>Totals</b>	<b><i>\$0</i></b>	<b><i>\$14,845</i></b>	<b><i>55</i></b>

**2016 COMPARISON TOTALS**

		BUILDING PERMITS ONLY	-	7
February 2016 Totals	\$48,200	\$6,640		46



# **Enforcements By Category**

03/01/17

1 / 3

FEBRUARY 2017

## **AUTO REP/JUNK VEH**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0061	1619 LYNN ST	LETTER SENT	Complaint Logged	02/22/17		Y
ENF 17-0057	432 E MAIN ST A	REF TO BLDG OFFICIAL	Complaint Logged	02/21/17		N
<b>Total Entries:</b>				<b>2</b>		

## **BUILDING VIOL**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0065	204 W MAIN ST		Resolved	02/23/17	02/23/17	Y
ENF 17-0048	1229 MILWAUKEE ST	LETTER SENT	Recheck	02/14/17		Y
ENF 17-0056	1026 SUMMIT ST	LETTER SENT	LETTER SENT	02/20/17		N
ENF 17-0055	1422 YOUNG ST	LETTER SENT	LETTER SENT	02/20/17		Y
<b>Total Entries:</b>				<b>4</b>		

## **DEMOLITION**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0042	918 MILWAUKEE ST	RESOLVED	Resolved	02/06/17	02/07/17	Y
<b>Total Entries:</b>				<b>1</b>		

## **FRONT YARD PARKING**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0038	819 E COMSTOCK ST	LETTER SENT	LETTER SENT	02/01/17		Y
<b>Total Entries:</b>				<b>1</b>		

## **GARBAGE & DEBRIS**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0039	422 ABBOTT ST	RESOLVED	Resolved	02/01/17	02/22/17	Y
ENF 17-0060	715 CLINTON ST	LETTER SENT	Complaint Logged	02/21/17		Y
ENF 17-0064	921 DINGWALL DR	LETTER SENT	LETTER SENT	02/23/17		Y



## **Enforcements By Category**

03/01/17

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FEBRUARY 2017

ENF 17-0054	607 FLETCHER ST	LETTER SENT	Complaint Logged	02/20/17		N
ENF 17-0040	1224 FREDERICK ST	RESOLVED	Resolved	02/01/17	02/06/17	Y
ENF 17-0045	212 S HOWELL ST	RESOLVED	Resolved	02/10/17	02/13/17	Y
ENF 17-0058	505 E KING ST	LEFT BUSINESS CARD	Complaint Logged	02/21/17		N
ENF 17-0049	900 S LYON ST	LETTER SENT	Recheck	02/14/17		VAC
ENF 17-0068	1420 W MAIN ST	LETTER SENT	LETTER SENT	02/28/17		Y
ENF 17-0047	523 MARTIN ST	REF TO MAC	LETTER SENT	02/13/17		Y
ENF 17-0063	526 E MASON ST	RESOLVED	Resolved	02/22/17	02/22/17	Y
ENF 17-0041	312 N PARK ST	RESOLVED	Resolved	02/01/17	02/06/17	N
ENF 17-0059	528 RIVER ST	RESOLVED	Resolved	02/21/17	02/27/17	Y
ENF 17-0046	721 RIVER ST	RESOLVED	Resolved	02/13/17	02/14/17	Y
ENF 17-0067	1119 S SHIAWASSEE ST		Complaint Logged	02/27/17		VAC
ENF 17-0053	312 STATE ST	CK. PROPERTY	Complaint Logged	02/20/17		N
ENF 17-0066	827 W STEWART ST	RESOLVED	Resolved	02/27/17	02/28/17	Y

**Total Entries:** 17

### **GARBAGE CANS**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0044	214 N CEDAR ST	RESOLVED	Complaint Logged	02/10/17	02/13/17	
ENF 17-0050	117 S CEDAR ST	RESOLVED	Resolved	02/16/17	02/16/17	N
ENF 17-0052	715 CLINTON ST	LETTER SENT	Complaint Logged	02/16/17		Y
ENF 17-0051	726 CLINTON ST	RESOLVED	Resolved	02/16/17	02/20/17	
ENF 17-0062	432 E MASON ST	RESOLVED	Resolved	02/22/17	02/22/17	Y

**Total Entries:** 5

### **MISC.**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0043	723 DIVISION ST	RESOLVED	Complaint Logged	02/08/17	02/16/17	N



# **Enforcements By Category**

03/01/17

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FEBRUARY 2017

**Total Entries:** 1

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**Total Records: 31**

Total Pages: 3

## 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 Occupied

\*These are on-going complaints and will be resolved with compliance or possible court action.





# OWOSSO PUBLIC SAFETY

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

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## *MEMORANDUM*

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DATE: March 10, 2017

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: February 2017 Police Reports

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Attached are statistics for the police department for February 2017. This report includes activity for the month of February 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.

Additionally, burning reports with no violations found for February are attached. There were no reports with citations issued for the month of February.





## Case Assignment/Clearance Report For February, 2017

FEBRUARY 2017

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
PART I OFFENSES					
ROBBERY	0	1	3	4	133 %
AGGRAVATED ASSAULT	2	2	4	6	150 %
BURGLARY	4	4	10	12	120 %
LARCENY	11	12	28	43	153 %
MOTOR VEHICLE THEFT	0	2	2	4	200 %
SIMPLE ASSAULT	21	20	40	46	115 %
ARSON	0	0	1	2	200 %
FORGERY & UTTERING	1	3	2	3	150 %
COUNTERFEITING	1	1	1	1	100 %
FRAUD	6	8	11	11	100 %
EMBEZZLEMENT	0	0	0	2	0 %
WEAPON CRIMES- CARRY, POSS,	1	3	2	5	250 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	0	3	2	3	150 %
NARCOTICS VOLIATIONS	3	3	7	8	114 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	0	0	0 %
SEX OFFENSES 2	2	3	3	5	166 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDNAPPING	1	1	1	1	100 %
BURGLARY RESIDENTIAL	1	1	2	2	100 %
BURGLARY COMMERCIAL	0	0	0	0	0 %
RESISTING/OBSTRUCTING	0	0	3	4	133 %
PART I OFFENSES	54	67	122	162	132 %
PART II OFFENSES					
PAROLE/PROBATION VIOLATION	2	2	4	4	100 %
NATURAL DEATH	0	0	0	0	0 %
RETAIL FRAUD	0	0	0	1	0 %
RUNAWAY	2	3	5	6	120 %
VIOLATION PPO/ COURT ORDER	0	0	1	1	100 %



Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	0	2	1	4	400 %
TRAFFIC OFFENSES OTHER	11	11	20	20	100 %
CRIMINAL CASE OTHER	0	0	0	0	0 %
WARRANT ARREST	12	12	23	23	100 %
SUSPICIOUS CIRCUMSTANCES	3	3	5	8	160 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	4	4	11	11	100 %
DOMESTIC ASSAULT/SITUATION	2	2	2	2	100 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	7	7	11	11	100 %
RECOVERED PROPERTY	0	0	0	0	0 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	1	1	5	5	100 %
DOA	1	1	2	4	200 %
ANIMAL COMPLAINTS	0	0	1	2	200 %
MISSING PERSON	2	2	2	2	100 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	0	2	0	2	0 %
TRAFFIC - HIT & RUN	4	6	7	15	214 %
FIRES - NOT ARSON	0	0	0	0	0 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	9	9	16	17	106 %
CRIMES AGAINST FAMILY &	1	1	1	1	100 %
DRIVING WHILE IMPAIRED	3	1	6	3	50 %
LIQUOR LAW VIOLATIONS	0	1	2	2	100 %
DISORDERLY CONDUCT	1	1	6	8	133 %
OTHER CRIMES	5	7	9	12	133 %
IMPOUND / TOW FOLLOW-UP	0	0	0	0	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	27	27	59	60	101 %
THREATS	1	1	1	1	100 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	5	6	15	22	146 %
<i>PART II OFFENSES</i>	<i>103</i>	<i>112</i>	<i>215</i>	<i>247</i>	<i>114 %</i>
<b>Grand Totals:</b>	<b>157</b>	<b>179</b>	<b>337</b>	<b>409</b>	<b>121 %</b>



**Field Contact By Reason Summary Report**

FEBRUARY 2017

<b>Reason for Contact</b>	<b>Count</b>
911 Hang Up	21
Abandoned Vehicle	5
False Alarm Commercial	13
False Alarm Residential	4
All Other Service Reports	15
Animal Complaints Other	7
Assist Ambulance	4
Assist To Other Dept	25
Assist Fire Dept	2
Attempt To Locate	11
Burning Ordinance	1
Civil Dispute	14
Disturbance	14
Fight / No Assault	3
Found Property	1
Gun Permit/register	44
Harrassment	8
Investigate Vehicle	3
Liquor Inspections	1
Loud Party	1
Motorist Assist	1
Open Door	5
Ordinance Violation	3
Parking Problem	12
Pawn Ticket	55
Peace Officer	17
Private Property Pda / Non Reportable	1
Road Hazard	9
Suspicious Person	13
Suspicious Situation	33
Suspicious Vehicle	16
Transport - Other	1
Trouble With Kids	11



<b>Reason for Contact</b>	<b>Count</b>
Trouble With Neighbor	7
Trouble With Subject	37
Phone Harassment	2
Unwanted Subject	1
Welfare Check	28
Work Traffic	172



**BURNING COMPLAINTS NO VIOLATIONS - FIELD**  
FEBRUARY 2017

CASE_ID	FCDATE	STREET
201700926	02/19/2017 18:49:00	S WOODLAWN AVE





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

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# *MEMORANDUM*

---

DATE: March 10, 2017

TO: City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: February 2017 Fire & Ambulance Report

---

During the month of February 2017:

Fire Department responded to **253** Ambulance calls.

Fire Department responded to **16** Fire calls –

- 1 – Accidents w/ Injuries
- 1 – Vehicle vs. Pedestrian
- 1 – Building Fire
- 1 – Cooking Fire
- 1 – Rubbish Fire
- 1 – Outside Equipment Fire
- 1 – Smoke Detector Activation
- 1 – Smoke Removal
- 1 – Smoke Scare
- 1 – Gas Odor
- 1 – Detector Activation
- 2 – Dispatched and Cancelled
- 1 – Assist Police
- 1 – Hazmat Incident
- 1 – Alarm Sounded, no fire



**MINUTES**  
**REGULAR MEETING OF THE**  
**DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET**  
**CITY OF OWOSSO**  
**MARCH 1, 2017 AT 7:30 AM**  
**CITY COUNCIL CHAMBERS**

**CALL TO ORDER:** The meeting was called to order by Chairman Dave Acton at 7:35 a.m.

**ROLL CALL:** Was taken by Recording Secretary, Marty Stinson.

**MEMBERS PRESENT:** Chairman David Acton, Vice-Chairman Bill Gilbert, Authority Members Kenn Cushman (arrived 7:39 a.m.), Jon Moore, Lance Omer, Theresa Trecha, Kevin Wiles.

**MEMBERS ABSENT:** Shar Haskins, Mayor Chris Eveleth

**OTHERS PRESENT:** Josh Adams, Main Street Manager; Sue Montenegro, Assistant City Manager & Community Development Director; Robert Doran-Brockway, Historical Facilities Director.

**AGENDA:**

**IT WAS MOVED BY AUTHORITY MEMBER WILES AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE AGENDA FOR MARCH 1, 2017 AS PRESENTED WITH THE ADDITION OF ITEM # 6 APPLICATION BASED SERVICES.**

**AYES: ALL. MOTION CARRIED.**

**MINUTES:**

There were no minutes for February 1, 2017, as quorum was not met.

**PUBLIC COMMENTS:**

Robert Doran-Brockway said that he was going to Detroit today to pick up two of the restored paintings for the castle and will be taking three more for the restoration procedure. They are in the process of restoring all the paintings from the castle.

Tomorrow he starts an exhibition seminar with 20 high school students.

This summer there will be a Farmer's Market by the park when concerts are occurring on Thursday evenings. Traci Peltier is helping along with SAC.

Discussion followed with Chairman Acton about a possible collaboration with their volunteers from DDA and the Historical Commission.

Susan Montenegro reported that she has received a Letter of Intent for the grant work for 344 W. Main St. Qdoba is coming along; vapor barrier has been tested. The Park Plan is being worked on.



## **COMMITTEE UPDATES:**

### **1) DESIGN**

#### WAY-FINDING SIGNS:

Bill Gilbert noted the way-finding signs were up. Jos Adams stated seven are up. The eighth installation failed because they hit the old bridge where MDOT told them to install it in front of Tim Hortons. There are four more signs in storage just waiting for the financing for the poles, installation, the breakaway bolts, etc. Placement of the signs was decided by MDOT. Plaques for the sponsors will be installed later.

Mr. Adams reported on the Design Meeting – they discussed taking people on a Hard Hat Tour such as showing the designs and the story through some of the developments for the last couple years. Maybe this is something that could be established at the city club.

There was also a discussion at the meeting about merging ER and Design. There are a lot of elements and skill sets that could be merged together. They could have two meetings a month and then quarterly update everyone.

#### BIKE RACKS

Mr. Adams commented that six or seven bike racks would be put up when weather breaks. Discussion followed about SLH completing more of them or possibly bidding out for someone else to work on them.

### **2) ECONOMIC RESTRUCTURING**

Committee Chairman Omer noted that a lot has already been discussed from his meeting. They also talked about hospitality training with employees. Ms. Trecha expanded on the idea, and Chairman Acton mentioned hospitality guidelines and hiring practices.

### **3) ORGANIZATION & 4) PROMOTION**

Mr. Adams said that Sue Osika and Cheryl Peterson will be staying on the committees.

The Owosso Main Street 2017 Event Calendar was distributed.

He noted that the Chocolate Walk in February was very successful. They sold 200 tickets – They sold out of boxes and chocolates! People came from all around the state – Kalamazoo, Waterford, Grand Rapids. They netted about \$1,700 in 1.5 hours; plus all the promotions for the businesses. That money will go to further develop the website with the goal to meet accreditation.

They have a new idea – “Sample the City” – giving out samples of food and other items for a future promotion.

## **ITEMS OF BUSINESS:**

### **1) CHECK REGISTER**

(SEE BOARD PACKET FOR CHECK REGISTER)

**IT WAS MOVED BY AUTHORITY MEMBER WILES AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE CHECK REGISTER FOR MARCH 2016 AS PRESENTED.**

**AYES ALL. MOTION CARRIED.**



## **2) BUDGET REPORT**

(SEE BOARD PACKET FOR BUDGET)

Mr. Adams noted that everything is looking good. We may have to take out of reserve funds for the way-finding signs.

**MOTION BY BOARD MEMBER WILES SUPPORTED BY BOARD MEMBER GILBERT TO APPROVE THE BUDGET REPORT AS PRESENTED.**

**AYES ALL. MOTION CARRIED.**

## **3) 2017/2018 BUDGET APPROVAL**

Mr. Adams prepared the budget almost exactly as last year. Office Supplies is reduced by \$500 as he bought a filing cabinet this budget year that he won't be buying in the new budget year. Discussion regarding Mark Allen loan and its repayment; 494 Fund and possible future usage.

8:30 a.m. Board Member Wiles left the meeting.

Chairman Acton requested a report on the history and what we have access to in the 494 Fund.

**IT WAS MOVED BY BOARD MEMBER GILBERT AND SUPPORTED BY BOARD MEMBER MOORE TO APPROVE THE 2017/2018 BUDGET FOR THE OWOSSO DDA / MAIN STREET.**

**AYES ALL. MOTION CARRIED.**

## **4. NMS APRIL STRATEGY DEVELOPMENT / ALIGNMENT – DISCUSSION**

Mr. Adams gave the board their choice of dates to meet with Norma in April for their Strategy Development. It was determined to meet on April 11 at 3 p.m. for the board and all committees will meet at 6:30 p.m. The topic will be *Transformation Strategies*.

## **5. FAÇADE GRANT UPDATE**

Ms. Montenegro noted that grants are slowly coming along for the Dollar Daze building. There will be seven projects there. The Fifth Third Bank's application came in at \$1.5 – 2 million so they waiting for now on theirs.

Mr. Cushman noted that many are interested until they see the final tab. Mr. Adams continued that the less educated about the grants are enthused to start and then back out. We need to work more on helping them to understand that it's the whole restoration and not just choosing a portion for the grant money.

## **6. APPLICATION BASED SERVICES**

Mr. Adams discussed this item.

**IT WAS MOVED BY BOARD MEMBER GILBERT SUPPORTED BY BOARD MEMBER CUSHMAN TO SUBMIT THE APPLICATION FOR BASED SERVICES.**

**AYES ALL. MOTION CARRIED.**

**PUBLIC COMMENTS:** There were no public comments

**BOARD COMMENTS:**

Mr. Adams submitted updated work plan sheets and work plan correlation sheets to the board. These are more user friendly.



He is working with Nick Pidek to build out the website. They are also working on a volunteer event.

**IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO ADJOURN AT 8:51 A.M.**

**AYES: ALL. MOTION CARRIED.**

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David Acton, Chairman

mms



**PARKS AND RECREATION COMMISSION**  
**REGULAR MEETING**  
**TUESDAY, MARCH 7, 2017(postponed from February 28, 2017) – 7:30 p.m.**  
**City Hall Council Chambers**  
**301 W. Main St. Owosso, MI 48867**

**CALL TO ORDER:** Chairman Espich called the meeting to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE:** Was recited.

**ROLL CALL:** Was taken by Deputy City Clerk Roxane Cramer.

**MEMBERS PRESENT:** Chairman Mike Espich, Vice-Chair Jeff Selbig, and Commissioners Nick Seabasty, Randy Woodworth.

**MEMBERS ABSENT:** Commissioners Shane Nelson and two vacancies.

**OTHERS PRESENT:** Susan Montenegro, Assistant City Manager/Director of Community Development; Glenn Chinavare, Utilities Director; Donald Crawford, city manager; Scott Gould.

**APPROVAL OF AGENDA:** **COMMISSIONER WOODWORTH MADE A MOTION TO APPROVE THE AGENDA FOR MARCH 7, 2017, SUPPORTED BY VICE-CHAIR SELBIG**  
**AYES ALL, MOTION CARRIED**

**APPROVAL OF MINUTES:** **COMMISSIONER WOODWORTH MADE A MOTION TO APPROVE THE MINUTES OF JANUARY 24, 2017, SUPPORTED BY VICE-CHAIR SELBIG.**  
**AYES ALL, MOTION CARRIED**

**PUBLIC COMMENTS:** Commissioner Woodworth encouraged members to move the meeting along due to his family and friends waiting for his return.

**COMMUNICATIONS:**

1. Staff memorandum.
2. Minutes from January 24, 2017.
3. Discussion notes from January 24, 2017.
4. Recreation passport grant guidelines.

**BUSINESS:**

**Recreation Passport Grant**

Commissioner Woodworth reported that Bryan Marks owner of Great Lakes Fusion will supply the commission with a letter from his company. The letter will state he can do the skate park project for \$150,000.00 and the project can be done in two phases. Commissioner Woodworth met with Mr. Marks today and at the time Mr. Marks had not heard from his architect so Commissioner Woodworth reached out to three architects recommended to him. He chose an architect from Grand Rapids. They just did a



Grand Rapids city park and they are going to give a proposal this week for this project. He also said Mr. Marks had contacted him about an hour prior to the meeting and said his architect would also have a proposal for them this week. Commissioner Woodworth stated it would be good to have a couple of competitive bids.

Ms. Montenegro stated that she would need by Tuesday the following information for council packet: the cost breakdown, commitment letter from Bryan Marks, commitment letters from donors, and a conceptual drawing.

Commissioner Woodworth asked about doing a Phase I and Phase II and moving forward with Phase I.

Chairman Espich explained that dividing into Phase I which would be \$100,000.00 using the \$75,000 grant and the \$25,000.00 that Parks and Rec have and then Phase II fundraising with Mr. Owosso and Patronicity grant match.

Ms. Montenegro explained that the parks and recreation commission must formally decide if they want to do the project as Phase I and Phase II tonight. Ms. Montenegro also explained again that she needs the information for council packet by Tuesday, Commissioner Woodworth and Chairman Espich expressed that they thought they didn't need the information until March 20<sup>th</sup> for the public hearing. Ms. Montenegro explained that she would need the information by Tuesday to go into the council packet prior to the meeting.

Commissioner Woodworth thought the only thing council wanted was a commitment letter from the contractor. Commissioner Woodworth was trying to clarify what is needed for the packet as opposed to what is needed for the grant. Commissioner Woodworth said council only wanted information for limiting the risk for the city on this grant.

Ms. Montenegro explained for the grant requirement they need the documentation for the public hearing to show the public all the skate park grant information. Commissioner Woodworth said they would have the information for the public hearing.

Vice-Chair Selbig asked why they would need the information for the council packets. Ms. Montenegro explained the council needs the information to decide if they want to proceed with the grant as well as for public viewing/questions/comments. Vice-Chair Selbig stated that sometimes people come in the night of a meeting and explain it to the commission. He thought if the commission gave a packet to each council member and then the minutes would reflect it.

City manager explained that the materials and the agenda need to be available for the public hearing in order for the public to have something to comment on.

Commissioner Woodworth stated he was trying to ascertain what was needed for the council and what for the grant. He also expressed to get the cost breakdown by Tuesday would be impossible. Ms. Montenegro wants everyone to know she wants the skate park as much as the commission does; however, feels they are trying now to rush things. She stated the commission has changed the scope of the project is now trying to throw it all together in a couple of weeks' time. Commissioner Woodworth stated it has been two years and they haven't changed the skate park at all. Ms. Montenegro pointed out to him that the commission started out with a \$350,000.00 skate park, and then scaled back to a \$250,000.00 skate park last year and in February the commission is changed it again to a \$150,000.00 skate park. The discussion at tonight's meeting is about doing the park in phases to reduce the cost yet again, so no, it is not the same skate park.



Mr. Chinavare explained to the commission that he has been here for fifteen months and to him it doesn't appear that the commission is ready to move forward. He hasn't seen any commitment letters to show where the funding is coming from. Mr. Chinavare stated the commission has been working on this for two years and now you are rushing for a Tuesday deadline. Commissioner Woodworth stated that they have \$25,000.00 dollars and looking for a grant for \$75,000.00. Commissioner Woodworth stated they were directed by staff and spent five meetings to redevelop the Parks and Recreation Master Plan which was a waste of time. Mr. Chinavare stated but you are not ready. Commissioner Woodworth said they are ready they have \$25,000.00 and asking for \$75,000.00 more. Vice-Chair Selbig also stated that is where the money will come from for the first phase.

Vice-Chair Selbig asked Commissioner Woodworth if he could get a rough cost breakdown from the contractor.

Chairman Espich asked for a clarification from Ms. Montenegro about what she needed if it was everything listed on page 7 in chapter 2. He asked if the narrative was done. Ms. Montenegro explained it was not part of the packet. She explained that it is part of the application that goes to the DNR.

Commissioner Woodworth stated all the city council wants to know is that the city will be protected and they have done that because the contractor has stated he can do the project for \$150,000.00.

Chairman Espich asked if there were minutes or a tape available of the previous night's council meeting to confirm what council said.

Ms. Montenegro directed the commission to put together what they feel council needs and that is what she will be present to council. Ms. Montenegro stated that she has given the information of what council needs and she doesn't want to argue about it anymore nor have the commission think she does not want the skate park. Ms. Montenegro reaffirmed that she does want the skate park and has put as much sweat equity into as the rest of the parks and recreation commission members have. Commissioner Woodworth responded that he does believe Ms. Montenegro wants the skate park but she is willing to wait another year and he is not. Ms. Montenegro explained she is willing to wait so the grant application is done right. Commissioner Woodworth responded that it will be done right and they have the right guy to do the job. By keeping it local that will eliminate the mobilization cost of bringing the company in from California and that was the majority of the cost.

**MOTION BY COMMISSIONER WOODWORTH TO PRESENT TO CITY COUNCIL ON MARCH 20<sup>TH</sup> PHASE ONE OF SKATE PARK PLAN IN ORDER TO APPLY FOR A \$75,000.00 RECREATION PASSPORT GRANT WITH A TOTAL PROJECT COST OF \$100,000.00, SECONDED BY COMMISSIONER SEABESTY.**

**Vice-Chair Selbig asked for a review of what is needed for Tuesday. Ms. Montenegro reported they needed the following: the cost breakdown, a commitment letter from Bryan Marks of Great Lakes Fusion stating he can do this for a cost not to exceed \$150,000.00, and a conceptual drawing with the phase one project.**

**ALL AYES, MOTION CARRIED.**

**Plunge for the Parks.**

Commissioner Woodworth asked Ms. Montenegro if we have the diver for the plunge. Ms. Montenegro reported they do have a diver and an ambulance and reminded the commission that they have to pay for it out of their funds.



Commissioner Woodworth said he started working on getting plungers this week and had rounded up 4 plungers (Casey Lambert, Jake Adams, Jim Woodworth and Randy Woodworth). Commissioner Woodworth said if he has 12 or 15 jumpers it would be a success and that he is going to try to have a food truck there.

Ms. Montenegro suggested using a tent like last year instead of the SATA bus. Commissioner Woodworth said that he would bring his ice fishing tent.

Commissioner Seabasty suggested talking to Meijer corporate for some funding.

LAFCU is sponsoring with a \$1,000.00 donation.

### **Parks Spring Cleanup**

Chairman Espich asked to put this on the agenda would like to concentrate on cleaning up the parks.

Commissioner Woodworth asked about each commissioner adopting a park. This was a suggestion by Tom Manke at a previous meeting.

Vice-Chair Selbig thought that the cleanup should be done one day because when you split it up it becomes fragmented. Vice-Chair Selbig would like to organize with Main Street as they have in the past.

Vice-Chair Selbig suggested a week prior to the cleanup that commission member go and make a list of the cleanup needs to be done at the parks. Then they will get together and decide which parks to work on.

Chairman Espich asked Ms. Montenegro to reach out to the Main Street Manager, Josh Adams, for a date. Ms. Montenegro suggested that Chairman Espich designate one of the commission members to reach out to Mr. Adams. Chairperson Espich stated he would reach out to Mr. Adams.

Ms. Montenegro reported that she has some "Green-up Clean-up" as well as "Polar Plunge" T-shirts in her office. They are leftovers from the previous years that were donated by John Hankerd. Chairman Espich asked if she would check and see how many "Plunge" shirts she had. She said she would find out.

### **Disc Golf**

Chairman Espich reported the guys are at disc golf hole number 5 and have done a little bit of pruning but no major cutbacks. He wanted to let everyone know they are still working on the course.

Chairman Espich asked if Glenn Chinavare is the person to install the baskets and tees for the disc golf course. Mr. Chinavare said he would email Chairman Espich a proposed schedule when they can do that.

CM Crawford suggested it would take two guys about a day with a power auger

### **PUBLIC COMMENTS:**

Chairman Espich reminded everyone of the annual Fred Meijer CIS Trail Meeting tomorrow night in St. Johns. He reported he will be attending again as a representative of the Parks and Recreation Commission.

### **ADJOURNMENT:**

**COMMISSIONER WOODWORTH MADE A MOTION TO ADJOURN AT 8:24 P.M., SUPPORTED BY VICE-CHAIR SELBIG.**

**ALL AYES, MOTION CARRIED.**