



Regular Meeting
January 17, 2017
7:30 PM

City Hall, Commission Chambers, 301 Washington Avenue, Bay City MI 48708

ROLL CALL

*City Commission Minutes (12/19/16 & 1/3/17).
RECOMMENDATION: Approve.

PRESENTATION

*Proclamation - Kiwanis Day, January 27, 2017.
RECOMMENDATION: Approve.

*Proclamation - Bay City Central High School Anti-Bullying Pledge Club Day, January 18, 2017.
RECOMMENDATION: Approve.

PUBLIC HEARINGS

- 1 Dangerous Building - 700 Marquette.

SPECIAL ORDERS - UNFINISHED BUSINESS

- 1 Commission as a Whole resolution approving demolition of the structures at 700 Marquette Street.
RECOMMENDATION: Approve.

ACCOUNTS AND CLAIMS

*City Manager presenting Accounts and Claims in the amount of \$647,857.85 and Investments and Wire Transfers in the amount of \$419,287.43 (1/9/17) and Accounts and Claims in the amount of \$ and Investments and Wire Transfers in the amount of \$ (1/16/17).
RECOMMENDATION: Approve.

PAYROLL

*City Manager presenting Payroll in the amounts of \$84.77 (12/31/16) and \$ (1/12/17).
RECOMMENDATION: Approve.

REPORTS OF OFFICERS

- 1 *City Manager recommending Ordinance amendment to the Code of Ordinances Chapter Chapter 18, Animals, Section 18-21, regarding number of dogs.
RECOMMENDATION: Receive for first reading and refer to next meeting for second reading and possible adoption.

- 2 *City Manager recommending purchase of computer hardware from Dell, Inc., Round Rock, TX, in the amount of \$33,918.82 to upgrade the SCADA Wonderware InTouch system for the Wastewater Treatment Plant.
RECOMMENDATION: Approve.
- 3 *City Manager recommending appointments of Dennis Carrier, Gary Barber, Mark Zanotti, Anne Marie Schmidt, Mark Hickmott, Al McFadyen, Julie Ulman, and Robert Shea, Jr., all of Bay City, to the Board of Review, terms to expire January 1, 2019.
RECOMMENDATION: Approve.
- 4 *City Manager recommending one year extension to the current collective bargaining agreement with Utility Workers Union of America Local 482 expiring May 31, 2017, with no modification or change in wages or benefits.
RECOMMENDATION: Approve.

REPORTS OF COMMITTEES

- 1 *Minutes - Finance Policy Committee (1/3/17).
RECOMMENDATION: Approve.

RESOLUTIONS

- 1 *Commission as a Whole resolution approving the Annual Application and Permit for Miscellaneous Operation within Free Access to State Trunkline Right-of-Way.
RECOMMENDATION: Approve.
- 2 *Commission as a Whole resolution recommending Mutual Aid and Assistance Agreement with Michigan Water/Wastewater Agency Response Network.
RECOMMENDATION: Approve.

Subject: Commission Minutes 12/19/16 & 1/3/17

Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott

Prepared By:

PERTINENT FACTS:

LEGAL ISSUES:

TIME SENSITIVITY:

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

CITY GOALS:

RECOMMENDED ACTION:

*City Commission Minutes (12/19/16 & 1/3/17).

RECOMMENDATION: Approve.

ATTACHMENTS:

Description

Upload Date

Type

Minutes 12.19.16

1/11/2017

Backup Material

Minutes 1.3.17

1/11/2017

Cover Memo



**BAY CITY
CITY COMMISSION**

**Regular Meeting
Official Proceedings**

**Bay City, Michigan
December 19, 2016**

The Commission met at 7:32 PM at City Hall, Commission Chambers, 301 Washington Avenue and was called to order by Mayor Kathleen Newsham.

Invocation was given by the Deputy City Clerk.

The Commission and others present offered the Pledge of Allegiance.

Commissioners Present: Lynn Stamiris, David Terrasi, Andrew Niedzinski, James Irving, John Davidson, Kerice Basmadjian, Ed Clements, Larry Elliott, 8.

Commissioner Irving moved to excuse Commissioner Brentt Brunner, 1. There was no objection. Excused by unanimous consent.

Absent: None.

On motion, minutes of the December 5, 2016, regular meeting, reported correct by the City Clerk, were approved without reading.

PRESENTATION

Award presentation to Christmas Lighting Contest winners.

PUBLIC HEARING

Commissioner Niedzinski moved to allow citizens to address the City Commission regarding any item on the agenda or any other matter. There was no objection.

Jesse Docket, 2157 5th Street, spoke in favor of city-wide high speed internet. He feels it would help bring more development to the city.

PETITION

Of Michigan Liquor Control Commission: Requesting local government approval on request to issue Northern United Brewing Company, LLC., a new Micro Brewer License, a new Small Wine Maker license, and a new Small Distiller License with Sunday sales (AM and PM), Entertainment Permit, and Outdoor Service Area Permit to be located at 105 3rd Street & 1100-1108 N. Water St.

Commissioner Niedzinski moved to allow public input. There was no objection. No one came forward.

Commissioner Irving moved approval of request.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.

No, None.

**ACCOUNTS, CLAIMS,
INVESTMENTS & WIRE
TRANSFERS**

Of City Manager:

Accounts and Claims in the amount of \$297,552.94 and Investments and Wire Transfers in the amount of \$144,476.55 (12/12/16) and Accounts and Claims in the amount of \$291,857.41 and Investments and Wire Transfers in the amount of \$330,612.53 (12/19/16), have been examined, found

correct, and are hereby referred to you for your approval.

Commissioner Davidson moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.

No, None.

PAYROLL

Of City Manager:

Reporting payroll in the amount of \$851,762.81 (12/15/16), and recommending payment of same.

Commissioner Davidson moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.

No, None.

REPORTS OF OFFICERS

Of City Manager:

It is recommended that Traffic Control Order #2016.0013 for N. Dewitt Street from E. Florence Street to E. North Union Street by placing No Parking signs on the east side of the street, be approved.

Commissioner Davidson moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.

No, None.

Of Commission as a Whole:

Ordinance No. 2017-1

Be it Ordained by the City of Bay City:

DIVISION 2. - IMPOUNDMENT OF VEHICLES

That the Code of Ordinances of the City of Bay City, Chapter 102,

Traffic and Vehicles, Section 102-106, be amended to read as follows:

Sec. 102-106. - Pound created.

There is hereby created a vehicle pound to which vehicles may be removed by the department of public safety, as provided in this division. Such pound may be located and operated at a place designated by the director of public safety, or the director of public safety may designate approved storage garages or impound yards as vehicle pounds, as provided for in section 102-107.

That the Code of Ordinances of the City of Bay City, Chapter 102, Traffic and Vehicles, Section 102-107, be amended to read as follows:

Sec. 102-107. - Designation of garages or impound yards as pounds; bond and insurance.

(a) The director of public safety is authorized to designate in writing, filed with the city clerk, storage garages or impound yards approved as vehicle pounds to which vehicles may be removed under the provisions of this division. Each garage or impound yard designated as a vehicle pound shall file with the city clerk evidence of compliance with the insurance requirements as are set forth in section 30-58.

(b) Each garage or impound yard owner, whose facilities serve as a vehicle pound to which vehicles may be removed under provisions of this section, shall defend, save, keep, hold harmless, and indemnify the city, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of, resulting from, or caused by owners' performances set forth in this Code, or otherwise performed or to be performed; provided that such claim,

damages, loss, or expense is caused, in whole or in part, by any act or omission of the owner or anyone directly or indirectly retained, consulted, or employed by it or in privity with it, or anyone for whose acts it may be liable.

That the Code of Ordinances of the City of Bay City, Chapter 102, Traffic and Vehicles, Section 102-108, be added to read as follows:

Sec. 102-108. – Immediate removal of vehicles.

(a) A department of public safety officer may provide for the immediate removal of a vehicle from public or private property to a place of safekeeping at the expense of the last-titled owner of the vehicle in any of the following circumstances:

(1) If the vehicle is in such a condition that the continued operation of the vehicle on a street or other place open to travel by the public would constitute an immediate hazard to the public.

(2) If the vehicle is parked or standing in such a manner as to create an immediate public hazard or an obstruction of traffic.

(3) If the vehicle is parked in a posted tow away zone.

(4) If there is reasonable cause to believe that the vehicle or any part of the vehicle is stolen.

(5) If the vehicle must be seized to preserve evidence of a crime, or if there is reasonable cause to believe that the vehicle was used in the commission of a crime.

(6) If removal is necessary in the interest of public safety because of fire, flood, storm, snow, natural or man-made disaster, or other emergency.

(7) If the vehicle is hampering the use of private property by the owner or person in charge of that property or is parked in a manner that impedes the movement of another vehicle.

(8) If the vehicle is stopped, standing, or parked in a space designated as parking for persons with disabilities and is not permitted by law to be stopped, standing, or parked in a space designated as parking for a person with disabilities.

(9) If the vehicle is located in a clearly identified access aisle or access lane immediately adjacent to a space designated as parking for persons with disabilities.

(10) If the vehicle is interfering with the use of a ramp or a curb-cut by persons with disabilities.

(11) If a vehicle is parked in violation of a major snow event declaration contrary to section 102-88.

(12) If removal is necessary to permit ordinary snow removal, street construction, clean up, or repair, tree work, or other public utility work, after at least 24 hours' notice thereof has been posted on the vehicle.

(13) If a vehicle is parked on a street for the principal purpose of storage, after at least 48 hours' notice thereof has been posted on the vehicle.

(b) Unless the vehicle is ordered to be towed by a public safety department officer under subsection (a)(1), (4), or (5), if the owner or other person who is legally entitled to possess a vehicle to be towed or removed arrives at the location where the vehicle is located before the actual towing or removal of the vehicle, the vehicle shall be disconnected from the tow truck, and the owner or other person who is legally entitled to possess the vehicle may take possession of the vehicle and remove it without interference upon the payment of a reasonable service fee, for which a receipt shall be provided.

(c) A public safety department officer that authorizes the removal of a vehicle under subsection (a) shall do all of the following:

(1) Check to determine if the vehicle has been reported stolen prior

to authorizing the removal of the vehicle.

(2) Except for vehicles impounded under subsection (a)(4) or (5), a department of public safety officer shall enter the vehicle into the Law Enforcement Information Network as abandoned not less than 7 days after authorizing the removal, and follow the procedures set forth in MCL 257.252 (a).

(3) Not less than 20 days but not more than 30 days after a vehicle has been released by the department of public safety, the towing agency or custodian shall notify the department of public safety to enter the vehicle as abandoned, and the department of public safety shall follow the procedures set forth in MCL 257.252(s) if the impounded vehicle has not been redeemed.

That the Code of Ordinances of the City of Bay City, Chapter 102, Traffic and Vehicles, Section 102-109, be added to read as follows:

Sec. 102-109. – Vehicle impound fee.

All vehicles impounded by the Bay City Department of Public Safety pursuant to the Michigan Vehicle Code, the Uniform Traffic Code for Cities, Townships, and Villages, or the Bay City Code of Ordinances shall be subject to an administrative fee. The fee shall be the fee on file with the city clerk which has been approved and filed by the city manager and of which the city commission has been notified for at least 30 days in compliance with section 2-1 of the Bay City Code of Ordinances.

Commissioner Davidson moved to receive for first reading and refer to next meeting for second reading and possible adoption.

Received and referred by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson,

Basmadjian, Clements, Elliott, 8.
No, None.

Of City Manager:

It is recommended that the budget amendments, appropriating \$1,100 for tuition reimbursement and \$75,916 for demolitions, for the Fiscal Year 2016/2017 budget, be approved.

Commissioner Davidson moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.
No, None.

Of City Manager:

It is recommended that the contract with Resource Recovery Systems, LLC d/b/a ReCommunity, Charlotte, NC, for a three (3) year contract with one (1) three (3) year renewal option upon mutual agreement of both parties, be approved.

It is further recommended that the Mayor and Clerk be authorized and directed to execute on behalf of the City.

Commissioner Davidson moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 7.

No, Commissioner Stamiris, 1.

Of the Mayor:

It is recommended that the appointment of Robert Meyer and Debbi Patterson, both of Bay City, to the Columbus Avenue Management Board, terms to expire October 31, 2020, be approved.

Commissioner Davidson moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.

No, None.

Of the Mayor:

It is recommended that the appointment of Marcus Garske and Arthur Dore, both of Bay City, to the Midland Street Management Board, terms to expire June 30, 2020, be approved.

Commissioner Davidson moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.

No, None.

Of City Manager:

It is recommended that the contract with Rost Cleaning Services, Essexville, MI, for cleaning services at City Hall, in the amount of \$42,120 per year, with two one-year renewals at the same price, be approved.

It is further recommended that the Mayor and Clerk be authorized and directed to execute on behalf of the City.

Commissioner Davidson moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.

No, None.

Of City Manager:

It is recommended that the Community Recreational License Agreement with The Bay City Public Schools for construction, use and maintenance of tennis courts and related facilities in the amount of \$25,000, be approved.

Commissioner Davidson moved adoption of recommendation.

Defeated by the following vote:

Yes, Commissioners Stamiris, Terrasi, Davidson, Basmadjian, 4.

No, Commissioners Niedzinski, Irving, Clements, Elliott, 4.

(Section 3.3.1 of the City Charter provides that no business of any nature

whatsoever shall be transacted except on the affirmative vote of at least five members of the Commission).

REPORTS OF COMMITTEE**Of Finance/Policy Committee:**

Presenting minutes of meetings held November 7, 21, and 30, and December 5, 2016.

Commissioner Davidson moved approval of minutes.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Irving, Davidson, Basmadjian, Clements, Elliott, 8.

No, None.

COMMUNICATIONS

Summons and Complaint, Gena R. Amos vs. City of Bay City and Bay City Department of Public Safety.

Received and referred to Michigan Municipal Risk Management Authority.

Summons and Complaint, Dorothy L. Ford vs. City of Bay City.

Received and referred to Michigan Municipal Risk Management Authority.

The Commission adjourned at 8:21 PM.

KATHLEEN L. NEWSHAM, MAYOR
JAMIE C. MCFARLAND, DEPUTY
CITY CLERK



BAY CITY CITY COMMISSION

Regular Meeting Official Proceedings

Bay City, Michigan
January 3, 2017

The Commission met at 7:32 PM at City Hall, Commission Chambers, 301 Washington Avenue and was called to order by Mayor Kathleen Newsham.

Invocation was given by the City Clerk.

The Commission and others present offered the Pledge of Allegiance.

Commissioners Present: Lynn Stamiris, David Terrasi, Andrew Niedzinski, Brentt Brunner, James Irving, John Davidson, Kerice Basmadjian, Ed Clements, Larry Elliott, 9.

Absent: None.

PUBLIC HEARING

Commissioner Niedzinski moved to allow citizens to address the City Commission regarding Ordinance amendment to the Code of Ordinances Chapter 102, Traffic and Vehicles, Section 102-106 through 102-109, regarding impoundment of vehicles or any item on the agenda or any other matter. There was no objection.

Jesse Docket, 2157 5th Street, corrected numbers he provided at the last meeting for internet upload speeds by country. He provided several cities that provide municipal internet that are

comparable in size to Bay City, and believes the service would attract residents and businesses.

SPECIAL ORDER

The following Ordinance was presented at the December 19, 2016, City Commission Meeting and is herewith presented for possible adoption.

Of Commission as a Whole:

Ordinance No. 2017-1

Be it Ordained by the City of Bay City:

DIVISION 2. - IMPOUNDMENT OF VEHICLES

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Sec. 102-107. - Designation of garages or impound yards as pounds; bond and insurance.

(a) The director of public safety is authorized to designate in writing, filed with the city clerk, storage garages or impound yards approved as vehicle

pounds to which vehicles may be removed under the provisions of this division. Each garage or impound yard designated as a vehicle pound shall file with the city clerk evidence of compliance with the insurance requirements as are set forth in section 30-58.

(b) Each garage or impound yard owner, whose facilities serve as a vehicle pound to which vehicles may be removed under provisions of this section, shall defend, save, keep, hold harmless, and indemnify the city, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of, resulting from, or caused by owners' performances set forth in this Code, or otherwise performed or to be performed; provided that such claim, damages, loss, or expense is caused, in whole or in part, by any act or omission of the owner or anyone directly or indirectly retained, consulted, or employed by it or in privity with it, or anyone for whose acts it may be liable.

That the Code of Ordinances of the City of Bay City, Chapter 102, Traffic and Vehicles, Section 102-108, be added to read as follows:

Sec. 102-108. – Immediate removal of vehicles.

(a) A department of public safety officer may provide for the immediate removal of a vehicle from public or private property to a place of safekeeping at the expense of the last-titled owner of the vehicle in any of the following circumstances:

(1) If the vehicle is in such a condition that the continued operation of the vehicle on a street or other place open to travel by the public would constitute an immediate hazard to the public.

(2) If the vehicle is parked or

standing in such a manner as to create an immediate public hazard or an obstruction of traffic.

(3) If the vehicle is parked in a posted tow away zone.

(4) If there is reasonable cause to believe that the vehicle or any part of the vehicle is stolen.

(5) If the vehicle must be seized to preserve evidence of a crime, or if there is reasonable cause to believe that the vehicle was used in the commission of a crime.

(6) If removal is necessary in the interest of public safety because of fire, flood, storm, snow, natural or man-made disaster, or other emergency.

(7) If the vehicle is hampering the use of private property by the owner or person in charge of that property or is parked in a manner that impedes the movement of another vehicle.

(8) If the vehicle is stopped, standing, or parked in a space designated as parking for persons with disabilities and is not permitted by law to be stopped, standing, or parked in a space designated as parking for a person with disabilities.

(9) If the vehicle is located in a clearly identified access aisle or access lane immediately adjacent to a space designated as parking for persons with disabilities.

(10) If the vehicle is interfering with the use of a ramp or a curb-cut by persons with disabilities.

(11) If a vehicle is parked in violation of a major snow event declaration contrary to section 102-88.

(12) If removal is necessary to permit ordinary snow removal, street construction, clean up, or repair, tree work, or other public utility work, after at least 24 hours' notice thereof has been posted on the vehicle.

(13) If a vehicle is parked on a street for the principal purpose of storage, after at least 48 hours' notice thereof has been posted on the vehicle.

(b) Unless the vehicle is ordered to be towed by a public safety department officer under subsection (a)(1), (4), or (5), if the owner or other person who is legally entitled to possess a vehicle to be towed or removed arrives at the location where the vehicle is located before the actual towing or removal of the vehicle, the vehicle shall be disconnected from the tow truck, and the owner or other person who is legally entitled to possess the vehicle may take possession of the vehicle and remove it without interference upon the payment of a reasonable service fee, for which a receipt shall be provided.

(c) A public safety department officer that authorizes the removal of a vehicle under subsection (a) shall do all of the following:

(1) Check to determine if the vehicle has been reported stolen prior to authorizing the removal of the vehicle.

(2) Except for vehicles impounded under subsection (a)(4) or (5), a department of public safety officer shall enter the vehicle into the Law Enforcement Information Network as abandoned not less than 7 days after authorizing the removal, and follow the procedures set forth in MCL 257.252 (a).

(3) Not less than 20 days but not more than 30 days after a vehicle has been released by the department of public safety, the towing agency or custodian shall notify the department of public safety to enter the vehicle as abandoned, and the department of public safety shall follow the procedures set forth in MCL 257.252(s) if the impounded vehicle has not been redeemed.

That the Code of Ordinances of the City of Bay City, Chapter 102, Traffic and Vehicles, Section 102-109, be added to read as follows:

Sec. 102-109. – Vehicle impound fee.

All vehicles impounded by the Bay City Department of Public Safety pursuant to the Michigan Vehicle Code, the Uniform Traffic Code for Cities, Townships, and Villages, or the Bay City Code of Ordinances shall be subject to an administrative fee. The fee shall be the fee on file with the city clerk which has been approved and filed by the city manager and of which the city commission has been notified for at least 30 days in compliance with section 2-1 of the Bay City Code of Ordinances.

Commissioner Elliott moved to allow public input. There was no objection. No one came forward.

Commissioner Niedzinski moved adoption of Ordinance No. 2017-1.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

**ACCOUNTS, CLAIMS,
INVESTMENTS & WIRE
TRANSFERS**

Of City Manager:

Accounts and Claims in the amount of \$179,576.24 and Investments and Wire Transfers in the amount of \$848,929 (12/26/16) and Accounts and Claims in the amount of \$65,432 and Investments and Wire Transfers in the amount of \$2,647,175.11 (1/2/17), have been examined, found correct, and are hereby referred to you for your approval.

Commissioner Elliott moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

PAYROLL

Of City Manager:

Reporting payroll in the amount of \$822,676.05 (12/29/16), and recommending payment of same.

Commissioner Elliott moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

REPORTS OF OFFICERS

Of City Manager:

It is recommended that Traffic Control Order #2016.0014 revising center lane of the northbound leg to straight only (remove left turn option in this lane) on Madison Avenue at the intersection of Woodside Avenue, be approved.

Commissioner Niedzinski moved to allow public input. There was no objection. No one came forward.

Commissioner Davidson moved to refer Traffic Order #2016.0014 back to staff.

There was no objection. Referred by unanimous consent.

Of City Manager:

It is recommended that the rescission of Temporary Traffic Control Order # 2015.0003 and establishing Permanent Traffic Control Order # 2016.0015 to place a four-way red flashing signal at the intersection of Washington Avenue and Center Avenue, be approved.

Commissioner Niedzinski moved to allow public input. There was no objection. No one came forward.

Commissioner Davidson moved adoption of recommendation.

Adopted by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Davidson, Basmadjian, Clements, Elliott, 8.

No, Commissioner Irving, 1.

Of City Manager:

It is recommended that Traffic Control Order #2016.0016 for No Parking signs along both sides of Patterson Avenue from Marquette Avenue to Smith Street, be approved.

Commissioner Elliott moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Of City Manager:

It is recommended that the consent of restrictive covenants at 740 N. Euclid Avenue as an easement holder, be approved.

Commissioner Elliott moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Of City Manager:

It is recommended that Final Change Order No. 8 to the Development Agreement with Bay Riverfront, LLC/SSP Associates, Inc., Saginaw, MI, for Uptown at River's Edge Riverwalk Phase 1A in the decreased amount of \$150,400.29, be approved.

Commissioner Elliott moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Of the Mayor:

It is recommended that the

appointment of Doug Sommer, Bay City, to the Building Code Board of Appeals, term to expire August 1, 2019, be approved.

Commissioner Elliott moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Of City Manager:

It is recommended that the contract with Shaw Contracting, Bay City, MI, for Removal and Disposal of Repair Spoils, in an amount not to exceed \$78,000 for years 1 & 2, and not to exceed amount of \$79,600 in year 3, be approved.

Commissioner Elliott moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Of City Manager:

It is recommended that the rejection of all bids received November 16, 2016, for the Disposal of Solid Waste Materials, be approved.

Commissioner Elliott moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Of City Manager:

It is recommended that the one year extension to the current collective bargaining agreement with Teamsters Local 214 Supervisory Union expiring December 31, 2017, with no modification or change in wages or benefits, be approved.

Commissioner Elliott moved adoption of recommendation.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

REPORTS OF COMMITTEES

Of Finance/Policy Committee:
Presenting minutes of meetings held December 12, 2016, and December 19, 2016.

Commissioner Elliott moved approval of minutes.

Approved by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Of Planning Commission:
Presenting minutes of meetings held July 20, 2016, August 17, 2016, August 30, 2016, and September 21, 2016.
Received.

MOTIONS & RESOLUTIONS

Of Commission as a Whole:

Whereas, the United States Environmental Protection Agency provides funds to conduct cleanup activities related to brownfield sites; and

Whereas, the City of Bay City is submitting a grant application to obtain \$150,000 for site specific cleanup activities on the former Surath site; and

Whereas, the Bay City City Commission supports the United States Environmental Protection Agency grant application in the amount of \$150,000 for the purpose of site specific cleanup activities on the former Surath site; and

Whereas, if awarded a grant, the City of Bay City will enter into a Grant Agreement with the United States Environmental Protection Agency for implementation of the grant;

Now Therefore Be It Resolved

that the Bay City City Commission hereby supports the United States Environmental Protection Agency application for a Brownfield Cleanup Grant, and, if awarded, that the Mayor and City Clerk shall be authorized to sign grant contracts, any necessary amendments to grant contracts, and other contract related documents.

Commissioner Elliott moved adoption of resolution.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Of Commission as a Whole:

Whereas, the United States Environmental Protection Agency provides funds to inventory, characterize, assess, and conduct planning (including cleanup planning) and community involvement related to brownfield sites; and

Whereas, the City of Bay City is submitting a grant application to obtain \$400,000 for city-wide assessment activities on brownfield sites; and

Whereas, the Bay City City Commission supports the United States Environmental Protection Agency grant application in the amount of \$400,000 for the purpose of city-wide assessment activities on brownfield sites; and

Whereas, if awarded a grant, the City of Bay City will enter into a Grant Agreement with the United States Environmental Protection Agency for implementation of the grant;

Now Therefore Be It Resolved that the Bay City City Commission hereby supports the United States Environmental Protection Agency application for a Brownfield Assessment Grant, and, if awarded, that the Mayor and City Clerk shall be authorized to sign grant contracts, any necessary amendments to grant contracts, and other contract related

documents.

Commissioner Elliott moved adoption of resolution.

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

The Commission adjourned at 8:21 PM.

KATHLEEN L. NEWSHAM, MAYOR
TEMA J. LUCERO, CITY CLERK

Subject: Proclamation - Kiwanis Day

Reviewed By: City Manager: Richard Finn Deputy City Manager: Dana L. Muscott

Prepared By:

PERTINENT FACTS:

LEGAL ISSUES:

TIME SENSITIVITY:

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

CITY GOALS:

RECOMMENDED ACTION:

*Proclamation - Kiwanis Day, January 27, 2017.

RECOMMENDATION: Approve.

ATTACHMENTS:

Description

Proclamation - Kiwanis Day

Upload Date

1/6/2017

Type

Cover Memo



NATIONAL REGISTER OF HISTORIC SITES
MICHIGAN HISTORIC REGISTER #420

City of Bay City Proclamation

Whereas, the Kiwanis Club of Bay City was chartered on January 27, 1917, and was the 5th club in the Michigan District and the 38th club chartered internationally; and

Whereas, the Kiwanis Club of Bay City will be celebrating its 100th Anniversary on January 27, 2017; and

Whereas, Kiwanis was founded in Detroit, Michigan, on January 21, 1916, and the original name was “The Benevolent Order of Brothers”, and within a year the name was changed to Kiwanis, taken from an Indian term “nun keewanis” which means, “self-expression”; and

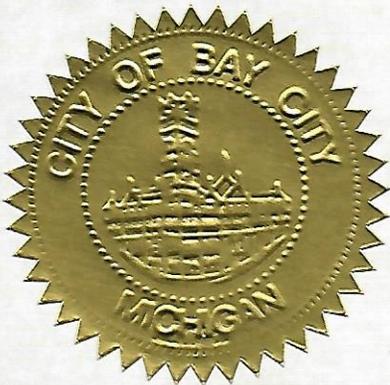
Whereas, the purpose of the organization is to provide community service. Such programs supported by the Kiwanis Club of Bay City are: sponsorship of a Northeast Little League team; the Bay County 4-H program, a \$4,000 Kiwanis Scholarship Program through the Bay Area Community Foundation, and

Now, Therefore, I, Kathleen Newsham, Mayor of the City of Bay City, do hereby proclaim January 27, 2017, as

KIWANIS DAY

in Bay City and do hereby urge all citizens to support the Kiwanis Club of Bay City as they take pride in giving community service and to recognize their volunteer work and outstanding commitment to our community over the past 100 years.

In Witness Whereof I have hereunto set my hand and caused the Seal of the City of Bay City to be affixed this 17th day of January in the year of Our Lord two thousand seventeen.



Kathleen L. Newsham, Mayor
CITY OF BAY CITY, MICHIGAN

Subject: Proclamation - BCCHS Anti-Bullying Pledge Club Day
Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott
Prepared By:

PERTINENT FACTS:

LEGAL ISSUES:

TIME SENSITIVITY:

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

CITY GOALS:

RECOMMENDED ACTION:

*Proclamation - Bay City Central High School Anti-Bullying Pledge Club Day, January 18, 2017.

RECOMMENDATION: Approve.

ATTACHMENTS:

Description	Upload Date	Type
Proclamation - BCCHS Anti-Bullying Pledge Club Day	1/11/2017	Cover Memo



NATIONAL REGISTER OF HISTORIC SITES
MICHIGAN HISTORIC REGISTER #420

City of Bay City Proclamation

Whereas, bullying is a physical, verbal, sexual, or emotional harm or intimidation intentionally directed at a person or group of people; and

Whereas, bullying occurs in neighborhoods, playgrounds, schools and through technology, such as the internet and cell phones; and

Whereas, students of Bay City Central High School recognized the need to stand up to bullying and end the pain and suffering experienced by students who are bullied; and

Whereas, the Bay City Central High School's Anti-Bullying Pledge Club was created in 2010 to create awareness and engage in prevention activities in an effort to make the school a safer environment; and

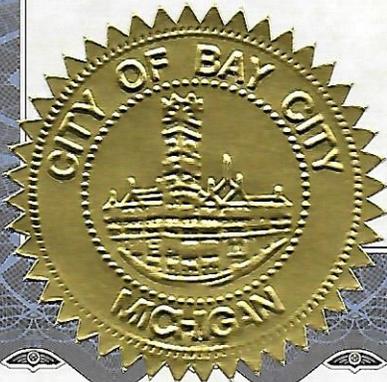
Whereas, in 2016 the Bay City Central High School's Anti-Bullying Pledge Club received national recognition as a certified anti-bullying club by PACER's National Bullying Prevention Center, and

Now, Therefore, I, Kathleen Newsham, Mayor of the City of Bay City, do hereby proclaim January 18, 2017, as

BAY CITY CENTRAL HIGH SCHOOL'S ANTI-BULLYING PLEDGE CLUB DAY

in Bay City and do hereby congratulate the students for making a difference in the lives of their peers, and urge the community to support all anti-bullying endeavors to make our community safer for all children and adolescents.

In Witness Whereof I have hereunto set my hand and caused the Seal of the City of Bay City to be affixed this 17th day of January in the year of Our Lord two thousand seventeen.



Kathleen L. Newsham, Mayor
CITY OF BAY CITY, MICHIGAN

Subject: Dangerous Building Hearing - Fletcher Property - 700 Marquette
Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott
Prepared By: Sue Coggin, Building Code and Rental Housing Enforcement Coordinator

PERTINENT FACTS:

The building located at 700 Marquette Avenue has been in serious disrepair for quite some time. On September 20, 2016, a Dangerous Building Notice and Order was sent to the property owner, Fletcher Oil Company, Inc., giving them ten (10) days to present the Building Code Enforcement Department with a copy of their plans for either the repair or demolition of the building including a financial statement showing the ability to either repair or demolish the building. The property owner did not respond to the Notice and Order. A notice was then sent to the property owner by certified mail on November 17, 2016 stating that a Dangerous Building Hearing had been scheduled for this property.

On December 7, 2016 at 1:00 p.m., a Dangerous Building Hearing was conducted by Mr. Alan Hugo, Hearing Officer. The applicant was not present at this hearing. After receiving testimony regarding the condition of the building from Code Official Jim DeCorte, Mr. Hugo ordered the following: (1) Within ten (10) days of the receipt of this notice, the owner shall secure permits for the repair and renovation of the structure to bring the entire structure into code compliance. This includes an engineering report submitted at the time the permit application is submitted regarding the structural integrity of the existing building and the repairs to the building. Such work shall be completed within ninety (90) days from the date the building permit is issued. (2) Furthermore, within ten (10) days of the receipt of this notice, the owner also has the option of obtaining a demolition permit for the removal of the building. The demolition of the building must commence immediately upon issuance of a demolition permit and must be completed within ten (10) days. (3) Failure to comply with any aspect of this notice shall result in the demolition of the structure. The ordered was mailed by certified mail to the property owner on December 9, 2016.

Due to a lack of response from the property owner, a Public Hearing was scheduled with the City Commission. The property owner has the opportunity to show cause why the order should not be enforced. The City Commission shall either approve, disapprove or modify the order.

LEGAL ISSUES:

The Dangerous Building process and proposed resolution have been reviewed and approved by the City Attorney, Neil Wackerly.

TIME SENSITIVITY:

Routine

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

None.

CITY GOALS:

The purpose of pursuing this dangerous building is to promote the public health, safety and general welfare of both the surrounding neighborhood as well as the citizens of Bay City.

RECOMMENDED ACTION:

Commission as a Whole resolution approving demolition of the structures at 700 Marquette Street.
RECOMMENDATION: Approve.

ATTACHMENTS:

Description	Upload Date	Type
Photographs - 700 Marquette	12/29/2016	Cover Memo
Dangerous Building Hearing Notice	12/29/2016	Cover Memo
Dangerous Building Hearing Minutes - 12-7-2016	12/29/2016	Cover Memo
Dangerous Building Order Resolution	12/29/2016	Cover Memo
	1/9/2017	Cover Memo

Photo Taken: 12-7-2016
Taken By: S. Coggin
700 Marquette Avenue



Photo Taken: 12-7-2016
Taken By: S. Coggin
700 Marquette Avenue

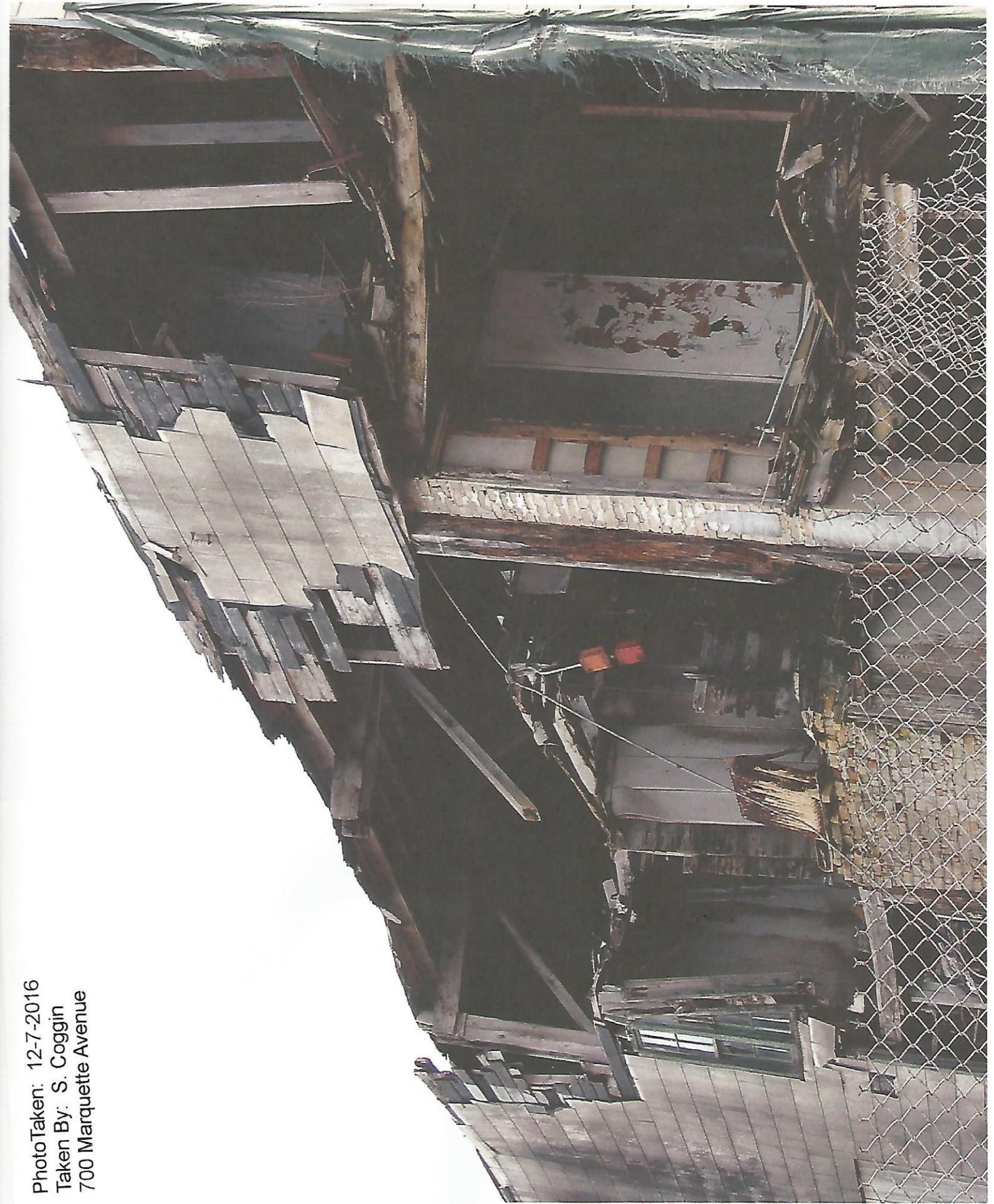


Photo Taken: 12-7-2016
Taken By: S. Coggin
700 Marquette Avenue





NOTICE OF HEARING

November 17, 2016

Fletcher Oil Co. Inc.
700 Marquette Avenue
Bay City, MI 48706-4086

RE: Dangerous Building Hearing – 700 Marquette Avenue
09-160-016-378-001-00

Ladies and Gentlemen:

Your building located at 700 Marquette Avenue has been determined to be a dangerous building as follows:

1. A door, aisle, passageway, stairway, or other means of exit or egress does not conform to the approved fire code of the city.
2. A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of the Michigan Building Code or the Michigan Residential Code for a new building or structure, purpose, or location.
3. A part of the building or structure is likely to fall, become detached or dislodged, or collapse and injure persons or damage property.
4. A portion of the building or structure has settled to such an extent that the walls or other structural portions of the building or structure have materially less resistance to wind than is required in the case of new construction by the Michigan Building Code or the Michigan Residential Code.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, or the removal or movement of some portion of the ground necessary for the support, or for other

reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.

6. The building, structure, or a part of the building or structure is clearly unsafe for the purpose for which it is used.
7. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or unlawful or immoral act.
9. A building or structure is vacant, dilapidated, and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.

You are hereby notified that a hearing will be held before the Dangerous Building Hearing Officer located at 301 Washington Avenue, Room 317, Bay City, Michigan, on the **Wednesday, December 7, 2016, at 1:00 p.m.**, upon the Dangerous Building Notice served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. This hearing shall give the property owner the opportunity to show cause why the Hearing Officer should not order the building or structure to be demolished, otherwise made safe or properly maintained.

If you have any questions regarding this hearing notice, please do not hesitate to contact our office at (989) 894-8162.

Jim DeCorte
Code Official



**Dangerous Building Hearing
Wednesday, December 7, 2016 – 1:00 p.m.
City of Bay City, 301 Washington – Room 317
Minutes**

Hearing Officer: Mr. Alan Hugo

Others Present: Mr. James DeCorte, Code Official, Ed Moszyk, Code Official and Sue Coggin, Building Code and Rental Housing Enforcement Coordinator.

Appellant: None.

Hearing For: 700 Marquette Avenue, Bay City, MI 48706-4086

The meeting was called to order by Hearing Officer, Mr. Alan Hugo at 1:00 p.m.

Mr. Hugo gave a brief description of the property in question located at 700 Marquette Avenue.

Mr. Hugo then asked Code Official Jim DeCorte for a brief description of why he has classified this building as a dangerous building. Mr. DeCorte stated that the structure was in violation of Section 26-453 as follows:

1. A door, aisle, passageway, stairway, or other means of exit or egress does not conform to the approved fire code of the city.
2. A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of the Michigan Building Code or the Michigan Residential Code for a new building or structure, purpose, or location.
3. A part of the building or structure is likely to fall, become detached or dislodged, or collapse and injure persons or damage property.
4. A portion of the building or structure has settled to such an extent that the walls or other structural portions of the building or structure have materially less resistance to wind than is required in the case of new construction by the Michigan Building Code or the Michigan Residential Code.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, or the removal or movement of some portion of the ground necessary for the support, or for other reason, is likely to partially or completely

collapse, or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.

6. The building, structure, or a part of the building or structure is clearly unsafe for the purpose for which it is used.
7. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or unlawful or immoral act.
9. A building or structure is vacant, dilapidated, and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.

Current photos of the property were presented by the Building Code Enforcement staff.

Mr. Hugo then asked Mr. DeCorte for his recommendation of this property. Mr. DeCorte stated that on behalf of the City of Bay City, he would recommend that the building be demolished.

Mr. Hugo then opened the hearing up to public comment in favor in. There being no further comments, Mr. Hugo closed the public hearing portion of this hearing.

Mr. Hugo, having heard testimony and evidence from all parties present at the hearing for the dangerous building located at 700 Marquette Avenue order the following:

1. Within ten (10) days of the receipt of this notice, the owner shall secure permits for the repair and renovation of the structure to bring the entire structure into code compliance. This includes an engineering report submitted at the time the permit application is submitted regarding the structural integrity of the existing building and the repairs to the building. Such work shall be completed within ninety (90) days from the date the building permit is issued.
2. Furthermore, within ten (10) days of the receipt of this notice, the owner also has the option of obtaining a demolition permit for the removal of the building. The demolition of the building must commence immediately upon issuance of a demolition permit and must be completed within ten (10) days.
3. Failure to comply with any aspect of this notice shall result in the demolition of the structure.

Mr. Hugo adjourned the meeting at 1:13 p.m.

Respectfully submitted,

James DeCorte
Code Official

Sue Coggin
Building Code and Rental Housing Enforcement Coordinator



DATE OF HEARING: December 7, 2016

HEARING OFFICIER: Mr. Al Hugo

PROPERTY ADDRESS: 700 Marquette Avenue, Bay City, MI 48706-4086

It is the order of the Hearing Officer, Mr. Al Hugo, having heard testimony and evidence from all parties present at the Administrative Hearing for the dangerous building located at 700 Marquette Avenue that the following action(s) be taken:

1. Within ten (10) days of the receipt of this notice, the owner shall secure permits for the repair and renovation of the structure to bring the entire structure into code compliance. This includes an engineering report submitted at the time the permit application is submitted regarding the structural integrity of the existing building and the repairs to the building. Such work shall be completed within ninety (90) days from the date the building permit is issued.
2. Furthermore, within ten (10) days of the receipt of this notice, the owner also has the option of obtaining a demolition permit for the removal of the building. The demolition of the building must commence immediately upon issuance of a demolition permit and must be completed within ten (10) days.
3. Failure to comply with any aspect of this notice shall result in the demolition of the structure.

Alan C. Hugo
Administrative Hearing Officer
City of Bay City

12/9/16
Date

Of Commission as a Whole:

Whereas, the structure located at 700 Marquette, has been found to be a dangerous building pursuant to Chapter 26, Article IX, of the Bay City Code of Ordinances; and

Whereas, a Dangerous Building Notice, dated September 20, 2016, requiring the owner to abate the dangerous building by repair or demolition was served upon Fletcher Oil Company, Inc., Mr. Bill Fletcher, 700 Marquette Avenue, Bay City, MI 48706-4086 on September 20, 2016, in the manner prescribed in Section 26-454 of the Bay City Code of Ordinances; and

Whereas, a Dangerous Building hearing was conducted before the Dangerous Building Hearing Officer on December 7, 2016 at 1:00 p.m., who issued a decision and order dated December 9, 2016, that required 1) within ten (10) days of the receipt of the notice, the owner shall secure permits for the repair and renovation of the structure to bring the entire structure into code compliance including submitting an engineering report at the time the permit application is submitted regarding the structural integrity of the existing building and the repairs of the building. Such work shall be completed within ninety (90) days from the date the building permit is issued; 2) within ten (10) days from the receipt of this notice, the owner also has the option of obtaining a demolition permit for the removal of the building. The demolition of the building must commence immediately upon issuance of a demolition permit and must be completed within ten (10) days. A copy of this order was served on the owner, agent, or lessee in the manner prescribed in Section 26-454 of the Bay City Code of Ordinances; and

Whereas, the time limit for performance has expired, and the owner has failed, refused, or otherwise neglected to repair, rehabilitate, or demolish the dangerous building; and

Whereas, a hearing was held before the Bay City City Commission, at which time the owner, agent, or lessee was given the opportunity to show cause why the order of the Dangerous Building Hearing Officer should not be enforced;

Now Therefore Be It Resolved that the Bay City City Commission hereby approves the order of the Dangerous Building Hearing Officer. The owner, agent, or lessee of the structure shall comply with the order of the Dangerous Building Hearing Officer within thirty (30) days of the date of this hearing. Should the owner, agent, or lessee fail obtain all necessary permits and complete repairs or to complete the demolition within sixty (60) days after the date of this hearing, the City Attorney and the Code Enforcement Department are hereby authorized to seek an order from the Bay County Circuit Court to demolish said building in accordance with the provisions of Section 26-455 of the Bay City Code of Ordinances, assess the cost thereof against the land as a special assessment, and/or charge the cost thereof as a personal obligation of the property owner, and direct the City Attorney to collect the same on behalf of the City by use of all legal remedies, pursuant to Chapter 26, Article XI, of the Bay City Code of Ordinances.

Be It Further Resolved that the owner or party in interest aggrieved by this final decision/order of the City Commission is notified that he/she/it may appeal the decision/order to the circuit court by filing a petition for superintending control within twenty (20) days from the date of the decision/order.

Subject: Chapter 18, Animals, Section 18-21 - Number of Dogs
Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott
Prepared By: Sue Coggin, Building Code and Rental Housing Enforcement Coordinator

PERTINENT FACTS:

Section 18-21 currently regulates the number of dogs to any property containing a single-family dwelling, within a dwelling unit, or on any commercial or industrial property within the city to a maximum of three (3) dogs, six months of age or more. Recently a question was raised as to the number of dogs that would be allowed within a multi-unit dwelling. Under the current ordinance, three (3) dogs would be allowed in each unit. Staff conducted research for other municipalities that regulated the number of dogs allowed within a multi-unit dwelling and found that the majority did lower the number for multi-unit dwellings by at least one (1) dog. The proposed ordinance amendment would allow any person to keep two (2) dogs, six months of age or more, within a dwelling unit that shares a common wall (including a floor or ceiling) with another dwelling unit.

LEGAL ISSUES:

The proposed ordinance amendment was reviewed and approved by the City Attorney, Neil Wackerly.

TIME SENSITIVITY:

Routine

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

The Ordinance will need to be published in a paper of general circulation. The Ordinance will be published as part of the synopsis of the entire meeting with an estimated cost of \$100 total. These funds are budgeted in the City Clerk's budget in the printing and publishing line item.

CITY GOALS:

The purpose of this proposed ordinance amendment is to promote the public health, safety and general welfare for the citizens of Bay City and to ensure the humane treatment of animals by regulating the care and control of animals.

RECOMMENDED ACTION:

*City Manager recommending Ordinance amendment to the Code of Ordinances Chapter Chapter 18, Animals, Section 18-21, regarding number of dogs.

RECOMMENDATION: Receive for first reading and refer to next meeting for second reading and possible adoption.

ATTACHMENTS:

Description	Upload Date	Type
Dog Ordinance Amendment - Draft With Mark-Up	12/22/2016	Cover Memo
Dog Ordinance Amendment - Draft - Clean Copy	12/22/2016	Cover Memo

Of Commission as a Whole:

Ordinance No.: 2017-_____

Be it Ordained by the City of Bay City:

That the Code of Ordinances of the City of Bay City, Chapter 18, Animals, Section 18-21, Number of Dogs be amended to read as follows:

Sec. 18-21. Number of dogs.

It shall be unlawful for any person to keep more than 3 dogs, six months of age or more, on any property containing a single-family dwelling, ~~within any dwelling unit~~, or on any commercial or industrial property within the city. ***It shall be unlawful for any person to keep 2 dogs, six months of age or more, within a dwelling unit that shares a common wall (including a floor or ceiling) with another dwelling unit.*** The provisions of this section shall not apply to a commercial kennel, veterinary clinic, veterinary hospital or animal shelter established in compliance with chapter 122 of this Code

Of Commission as a Whole:

Ordinance No.: 2017-_____

Be it Ordained by the City of Bay City:

That the Code of Ordinances of the City of Bay City, Chapter 18, Animals, Section 18-21, Number of Dogs be amended to read as follows:

Sec. 18-21. Number of dogs.

It shall be unlawful for any person to keep more than 3 dogs, six months of age or more, on any property containing a single-family dwelling or on any commercial or industrial property within the city. It shall be unlawful for any person to keep 2 dogs, six months of age or more, within a dwelling unit that shares a common wall (including a floor or ceiling) with another dwelling *unit*. The provisions of this section shall not apply to a commercial kennel, veterinary clinic, veterinary hospital or animal shelter established in compliance with chapter 122 of this Code

Subject: Upgrading Computer Hardware for the Supervisory Control and Data Acquisition (SCADA) Wonderware InTouch at the WWTP.
Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott
Prepared By: Shoron Cooper, Superintendent WWTP

PERTINENT FACTS:

The Bay City Wastewater Treatment Plant (WWTP) provides preliminary, primary, secondary, and tertiary treatment for sanitary and combined sewage flows. As part of the major plant upgrade in 2001, these treatment plant processes, along with the Retention Treatment Basin structures were integrated into a Supervisory Control and Data Acquisition (SCADA) Wonderware InTouch HMI software system. The SCADA Wonderware software has allowed the WWTP to:

- Monitor, gather, and process data from all plant processes and all five (5) Retention Treatment Basin structures.
- Control and monitor desired locations throughout the WWTP, including the ability to turn pumps off/on, and start/stop chemical applications.
- Warning alarms and instant notification when operational problems are detected.
- Record and log all plant operations.
- Provides tracking and trending of problems that have occurred (improves the ability to troubleshoot and enhances early detection and problem resolution).

Utilization of operational SCADA systems result in significant savings of both time and money. At the WWTP, the SCADA system was effective in helping reduce our operational staffing levels by 25%, reduce our chemical usage, and improve plant efficiency during rain events by utilizing the relief sewers and equalizing the retention basins.

Due to significant software/hardware updates and upgrades over the last fifteen years the current SCADA software/hardware is obsolete, the SCADA system upgrade is required to prevent plant operations failures. The cost for the hardware upgrade is \$33,918.82.

LEGAL ISSUES:

None

TIME SENSITIVITY:

Routine

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

N/A

FINANCIAL CONSIDERATIONS:

Monies have been budgeted in fiscal year 2016/2017 in account #590-5460-97700

CITY GOALS:

N/A

RECOMMENDED ACTION:

*City Manager recommending purchase of computer hardware from Dell, Inc., Round Rock, TX, in the amount of \$33,918.82 to upgrade the SCADA Wonderware InTouch system for the Wastewater Treatment Plant.

RECOMMENDATION: Approve.

ATTACHMENTS:**Description**

Quote for the Hardware Associated with the SCADA Upgrade

Upload Date

11/29/2016

Type

Cover Memo



Here's the quote you requested!

Total:\$33,918.82

Please review your quote details below, then contact your sales rep when you're ready to place your order. You can also Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Quote number:
300002448959.1

Quote date:
Nov. 14, 2016

Quote expiration:
Dec. 14, 2016

Company name:
CITY OF BAY CITY

Customer number:
12917547

Phone:
(517) 894-8140

Sales rep information:
Megan Bolen
Megan_Bolen@Dell.com
(800) 456-3355
Ext: 5139776

Billing Information:
CITY OF BAY CITY
301 WASHINGTON AVE
BAY CITY
MI 48708-5837
US
(517) 894-8140

Pricing Summary

Item	Qty	Unit price	Subtotal
APC Basic Rack-Mount PDU - power distribution strip	1	\$147.19	\$147.19
SMART UPS 2200VA RM 120V 2U LCD	1	\$984.39	\$984.39
Dell Precision R7910	1	\$4,415.57	\$4,415.57
PowerEdge R430	1	\$5,334.17	\$5,334.17
Dell KM714 Wireless Keyboard and Mouse Combo	1	\$58.39	\$58.39
Dell 22 Monitor - P2217H	28	\$165.59	\$4,636.52

Item	Qty	Unit price	Subtotal
OptiPlex 5040 SFF	20	\$898.72	\$17,974.40
Dell Dual Monitor Stand - MDS14	3	\$122.73	\$368.19
Subtotal:			\$33,918.82
Shipping:			\$0.00
Environmental Fees:			\$0.00
Estimated Tax:			\$0.00
Total:			\$33,918.82

Shipping Group 1

Shipping Contact: KEN HANSEN	Shipping phone: (989) 894-8140	Shipping via: Standard Ground	Shipping Address: INFORMATION SYSTEMS 301 WASHINGTON AVE STE 102 BAY CITY MI 48708-5837 US
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SKU	Description	Qty	Unit Price	Subtotal
	APC Basic Rack-Mount PDU - power distribution strip	1	\$147.19	\$147.19
	Estimated Delivery Date: Nov. 18, 2016			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
A7541364	APC Basic Rack-Mount PDU - power distribution strip	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	SMART UPS 2200VA RM 120V 2U LCD	1	\$984.39	\$984.39
	Estimated Delivery Date: Nov. 18, 2016			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
A7383000	SMART UPS 2200VA RM 120V 2U LCD	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Precision R7910	1	\$4,415.57	\$4,415.57
	Estimated Delivery Date: Nov. 23 - Nov. 30, 2016			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
338-BFDM	Intel Xeon Processor E5-2630 v3 (8C HT, 20MB Cache, 2.4GHz Turbo)	1	-	-

412-AADT	Single Processor Heatsink for R7910	1	-	-
575-BBDN	DIMM/Processor Filler for R7910	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
634-BEZQ	Microsoft Office Home and Business 2016	1	-	-
370-ABUP	32GB (4x8GB) 2133MHz DDR4 RDIMM ECC	1	-	-
400-ALBH	600GB 2.5" SAS 12Gbps 15K RPM Hard Drive	1	-	-
429-AATT	DVD+/-RW, SATA, Internal	1	-	-
329-BCHZ	Dell Precision Rack 7910 Chassis	1	-	-
329-BCXD	Dell Precision R7910 Motherboard,BW	1	-	-
490-BCBO	NVIDIA Quadro K620 2GB (DP, DL-DVI-I) (1 DP to SL-DVI adapter)	1	-	-
817-BBBC	Not Selected in this Configuration	1	-	-
461-AABV	No Accessories	1	-	-
340-ADBJ	Thank You for Choosing Dell	1	-	-
405-AAGF	C4 SAS HDD or SAS SSD or SATA SSD 2.5" BOOT plus RAID, plus 2-7 additional SAS Hard Drives	1	-	-
780-BBCL	RAID 1	1	-	-
403-BBHH	Mini PERC 9 H330 entry RAID Card 12Gb/s SAS /SATA(6.0Gb/s) RAID 0/1/5/10	1	-	-
401-AASR	1.8TB 2.5" SAS 12Gbps 10K RPM Hard Drive (Additional)	1	-	-
401-AASR	1.8TB 2.5" SAS 12Gbps 10K RPM Hard Drive (Additional)	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
411-XXXY	Boot drive or boot volume is less than 2TB	1	-	-
575-BBCH	No Stand included	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
429-AABU	PowerDVD Software not included	1	-	-
540-BBIR	Intel I350 (4x1Gbit) Quad Port Network Card	1	-	-
580-AADF	US English (QWERTY) Dell KB-522 Wired Business Multimedia USB Keyboard Black	1	-	-
340-ADBJ	Thank You for Choosing Dell	1	-	-
570-AADK	No Mouse	1	-	-
637-AAAM	No Dell Backup and Recovery software	1	-	-
210-ACYX	Dell Precision Rack 7910 XCTO Base	1	-	-
450-AAHH	US/Thailand/Philippines/Guam Power Cord	1	-	-
450-AAHH	US/Thailand/Philippines/Guam Power Cord	1	-	-
389-BEUT	MOD,LBL,REG,R7910,DAO	1	-	-
350-BBFK	Bezel	1	-	-
340-AMMC	MOD,PLCMT,PWS,R7910,DAO	1	-	-
450-AEHN	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
770-BBMN	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
330-BBDZ	Left Riser (Riser 3) with 2 PCI-e x16 wired as x8 single width slots	1	-	-
340-AJFC	Kickstart Product Registration	1	-	-
370-AAIP	Performance Optimized	1	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBES	Dell Precision Optimizer	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide	1	-	-

	(English/French/Dutch)			
387-BBCE	No Energy Star	1	-	-
328-BBZI	Shipping Material for Dell Precision R7910	1	-	-
340-AEYP	SHIP,PWS,LNK,NO,NO,AMF	1	-	-
328-BBZM	TPM 1.2	1	-	-
329-BBJL	TPM Enabled	1	-	-
332-1286	US Order	1	-	-
370-ABXN	Memory, Filler, Blank, DIMM, Quantity 8	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
385-BBIQ	iDRAC8 Express, integrated Dell Remote Access Controller, Express for Precision Workstations	1	-	-
620-AALW	OS-Windows Media Not Included	1	-	-
997-5852	Dell Limited Hardware Warranty Plus Service	1	-	-
997-5854	Onsite/In-Home Service After Remote Diagnosis 3 Years	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
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	PowerEdge R430	1	\$5,334.17	\$5,334.17
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Estimated Delivery Date: Nov. 22 - Nov. 29, 2016

Contract Code: 99AGZ

Customer Agreement No: MHEC-07012015

210-ADLO	PowerEdge R430 Server	1	-	-
384-BBMW	PowerEdge R430/R530 Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
321-BBNK	2.5" Chassis with up to 8 Hot Plug Hard Drives	1	-	-
340-AMJF	PowerEdge R430 Shipping	1	-	-
338-BJDL	Intel Xeon E5-2640 v4 2.4GHz,25M Cache,8.0GT/s QPI,Turbo,HT,10C/20T (90W) Max Mem 2133MHz	1	-	-
374-BBBX	No Additional Processor	1	-	-
370-ABXO	DIMM Blanks for System with 1 Processor	1	-	-
374-BBIJ	135W Heatsink	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBPU	RAID 1+RAID 5 for H330/H730/H730P (2 + 3-6 HDDs or SSDs)	1	-	-
405-AAEF	PERC H330 Integrated RAID Controller	1	-	-
542-BBCO	On-Board LOM 1GBE (Dual Port for Towers, Quad Port for Racks)	1	-	-
385-BBIJ	iDRAC8, Basic	1	-	-
429-AAQL	DVD+/-RW SATA Internal	1	-	-
325-BBII	Bezel up to 8 Drive Chassis	1	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
750-AABF	Power Saving Dell Active Power Controller	1	-	-
450-AEGZ	Dual, Hot-plug, Redundant Power Supply (1+1), 550W	1	-	-
343-BBDT	Electronic System Documentation and OpenManage DVD Kit for R430	1	-	-

618-BBDS	Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs	1	-	-
634-BBPB	Windows Server 2012R2 Standard, Media, FI Enterprise Ed Downgrade image, Eng	1	-	-
332-1286	US Order	1	-	-
330-BBED	No PCIe Riser, PowerEdge R430	1	-	-
996-8029	Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed	1	-	-
997-2924	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
997-2926	Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 3 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
909-0259	Dell Proactive Systems Management - Declined - www.dell.com/Proactive	1	-	-
370-ACNQ	8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width	4	-	-
400-AKKL	400GB Solid State Drive SATA Write Intensive 6Gbps 2.5in Hot-plug Drive, S3710	6	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell KM714 Wireless Keyboard and Mouse Combo	1	\$58.39	\$58.39
	Estimated Delivery Date: Nov. 18, 2016			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
332-1396	Dell KM714 Wireless Keyboard and Mouse Combo	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 22 Monitor - P2217H	28	\$165.59	\$4,636.52
	Estimated Delivery Date: Nov. 21, 2016			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-AIIF	Dell 22 Monitor - P2217H	28	-	-
806-2755	Premium Panel Warranty Advanced Exchange 3 Years	28	-	-
806-2763	Dell Limited Hardware Warranty	28	-	-

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 5040 SFF	20	\$898.72	\$17,974.40
	Estimated Delivery Date: Nov. 23 - Nov. 28, 2016			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	20	-	-
412-AAGQ	Small Form Factor Processor Heatsink 65 Watt	20	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	20	-	-
658-BCSB	Microsoft (R)Office 30 Day Trial	20	-	-
370-ACCX	8GB DDR3L 1600MHz (4GBX2)	20	-	-
400-AIRY	M.2 256GB PCIe NVMe Class 40 Solid State Drive	20	-	-
412-AAGV	Thermal Pad, OptiPlex	20	-	-
773-BBBC	M2X3.5 Screw for SSD/DDPE	20	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	20	-	-
429-AAVM	Filler for No Optical Drive for MT/SFF	20	-	-
658-BBTV	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	20	-	-
620-AALW	OS-Windows Media Not Included	20	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	20	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	20	-	-
634-BENZ	No DDP ESS Software	20	-	-
954-3465	No DDPE Encryption Software	20	-	-
401-AANH	2nd Hard Drive: not included	20	-	-
385-BBCR	No Media Card Reader	20	-	-
555-BBFO	No Wireless	20	-	-
555-BBFO	No Wireless	20	-	-
329-BCRQ	OptiPlex 5040 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	20	-	-
631-AASR	No Out-of-Band Systems Management	20	-	-
340-AJFC	Kickstart Product Registration	20	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	20	-	-
525-BBCL	SupportAssist	20	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	20	-	-
658-BBMQ	Enable Low Power Mode	20	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	20	-	-
658-BBNH	Waves Maxx Audio	20	-	-
658-BCUV	Dell Developed Recovery Environment	20	-	-
387-BBEZ	ENERGY STAR Version 6.0	20	-	-
817-BBBB	No FGA	20	-	-
210-AFIF	OptiPlex 5040 Small Form Factor XCTO	20	-	-
389-BHKP	Regulatory Label	20	-	-
340-ASFW	Placemat Documentation	20	-	-
389-BCGW	No UPC Label	20	-	-
389-BHGE	Intel(R) Core(TM) i7 Label	20	-	-
329-BBJL	TPM Enabled	20	-	-
696-BBBC	No Special BIOS Setup Required	20	-	-
461-AABF	No CompuTrace	20	-	-

551-BBBJ	No Intel Responsive	20	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	20	-	-
340-ABJI	No Diagnostic/Recovery CD media	20	-	-
340-ARRM	Shipping Material for System, Small Form Factor, DAO	20	-	-
389-BBUU	Shipping Label for DAO	20	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	20	-	-
332-1286	US Order	20	-	-
800-BBIO	Desktop BTO Standard shipment	20	-	-
525-0057	Kace K1000 Express	20	-	-
817-BBBC	Not Selected in this Configuration	20	-	-
997-8533	Dell Limited Hardware Warranty Plus Service	20	-	-
997-8535	Onsite/In-Home Service After Remote Diagnosis 3 Years	20	-	-
450-ABBX	No Adapter	20	-	-
480-AAJX	Display Not Included	20	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Dual Monitor Stand - MDS14	3	\$122.73	\$368.19
	Estimated Delivery Date: Nov. 17, 2016			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
332-1236	Dell Dual Monitor Stand - MDS14	3	-	-

Subtotal:	\$33,918.82
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$33,918.82

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Subject: Appointments to the Board of Review
Reviewed By: City Manager: Richard Finn
Prepared By: Deputy City Manager: Dana Muscott

PERTINENT FACTS:

The purpose of this recommendation is to appoint candidates to the Board of Review. The Board of Review is responsible for approving the City's assessment roll and hearing appeals on property assessments. The Board of Review "shall be divided into Board of Review committees," consisting of three members to hear and decide on issues protested by aggrieved property owners. The Board of Review meets at dates and times as established by State law. The City Assessor works with the Board of Review.

Pursuant to Section 2-237 "Appointment" of the Code of Ordinances, "the City Manager, with the approval of the City Commission, shall appoint nine electors of the City of Bay City, at least two-thirds of whom shall be property taxpayers of the City, to constitute the Board of Review for the City." Section 2-239 "Terms," states, "members appointed to the Board of Review shall serve for terms of two years beginning at 12:00 noon on January 1st of each odd-numbered year."

On November 22, 2016, notice was given by the deputy City Manager that there were nine vacancies on the Board of Review. The vacancies are due to the terms expiring for all of the current members.

Applications were received from Dennis Carrier, Gary Barber, Mark Zanotti, Anne Marie Schmidt, Mark Hickmott, Al McFadyen, Julie Ulman, and Robert Shea.

This leaves one vacancy on the Committee which will be published for a second time for applicants to apply.

LEGAL ISSUES:

This appointment to the Board of Review is consistent with Section 2-237 of the Code of Ordinances.

TIME SENSITIVITY:

Routine

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

The Board of Review members receive a stipend of \$30 per meeting. The Board of Review meets approximately ten times a year. The meeting stipend is budgeted in account 101-2090-80100. The FY14/15 budget included \$2,160 for Board of Review. The FY15/16 budget will also include funding for the stipend.

CITY GOALS:

RECOMMENDED ACTION:

*City Manager recommending appointments of Dennis Carrier, Gary Barber, Mark Zanotti, Anne Marie Schmidt, Mark Hickmott, Al McFadyen, Julie Ulman, and Robert Shea, Jr., all of Bay City, to the Board of

Review, terms to expire January 1, 2019.

RECOMMENDATION: Approve.

ATTACHMENTS:

Description

Applications

Upload Date

1/10/2017

Type

Cover Memo

CITY OF BAY CITY
APPLICATION FOR APPOINTMENT TO:



BOARD OF REVIEW

Name of Board, Committee or Commission

Name: DENNIS J. CARRIER

Address: 1610 S. ERIE ST., BAY CITY, MI 48706

Email Address: dennis.j.carrier@gmail.com

Cell/Home Phone No: (989) 892-8436 Work Phone No: N/A

Employer: N/A Occupation: RETIRED

Do you reside within the corporate boundaries of the City of Bay City? YES

If so, length of time you have resided in the City of Bay City: 62+ YEARS

If you do not live in the City of Bay City, do you have an "interest" in this area? _____

List your qualifications for the Board, Committee or Commission:

I HAVE SERVED ON THE BOARD OF REVIEW FOR THE PAST FEW YEARS, AND I AM FAMILIAR WITH THE MICHIGAN COMPILED LAWS THAT REGULATE THE BOARD AND ASSESSOR'S OFFICE.

Do you meet the qualifications needed for this Board, Committee or Commission? YES

Why are you interested in serving on this Board, Committee or Commission: PUBLIC DUTY

List any other information you feel would be pertinent in assisting the appointing authority and the City Commission in their selection:

24 YEARS EXPERIENCE IN ENFORCING MICHIGAN COMPILED LAWS.

Do you serve on any other City Board, Committees or Commissions? NO

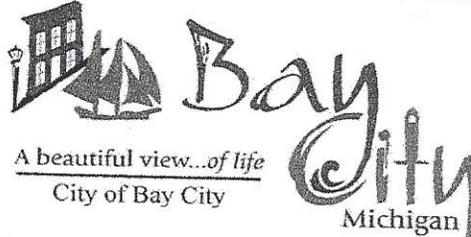
Dennis J. Carrier
Applicant Signature

11-26-2016
Date Submitted

Please return form to: Dana Muscott, Deputy City Manager
301 Washington Avenue, Room 307
Bay City, MI 48708



CITY OF BAY CITY
APPLICATION FOR APPOINTMENT TO:



Assessing Bd of Review
Name of Board, Committee or Commission

Name: GARY P. BARBER

Address: 319 E Murphy St Bay City MI

Email Address: gbarber@chartermi.net

Cell/Home Phone No: 989684-7956 Work Phone No: 989 496-3651

Employer: Adecco/Dow Corning Occupation: Engineering

Do you reside within the corporate boundaries of the City of Bay City? Yes

If so, length of time you have resided in the City of Bay City: 25 years

If you do not live in the City of Bay City, do you have an "interest" in this area? I live in the City N/A

List your qualifications for the Board, Committee or Commission:
I have sat on the Assessor's Board of Review for 5+ years

Do you meet the qualifications needed for this Board, Committee or Commission? Yes

Why are you interested in serving on this Board, Committee or Commission:
I also sit on the Building Code Board of Appeals Trying to help our City

List any other information you feel would be pertinent in assisting the appointing authority and the City Commission in their selection:
I have spent over 40 years of helping resolve issues for the good of ALL

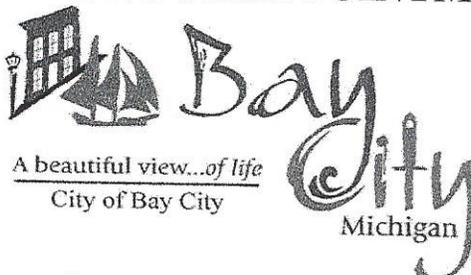
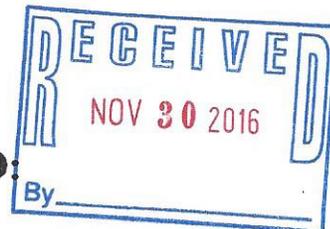
Do you serve on any other City Board, Committees or Commissions? Yes

[Signature]
Applicant Signature

11-26-16
Date Submitted

Please return form to: Dana Muscott, Deputy City Manager
301 Washington Avenue, Room 307
Bay City, MI 48708

CITY OF BAY CITY
APPLICATION FOR APPOINTMENT TO:



TAX BOARD OF REVIEW

Name of Board, Committee or Commission

Name: MARK ZANOTTI

Address: 1504 S. SHERIDAN

Email Address: MARK@CMSQUALITY.COM

Cell/Home Phone No: 989-525-6209 Work Phone No: _____

Employer: CMS Occupation: GENERAL MANAGER

Do you reside within the corporate boundaries of the City of Bay City? YES

If so, length of time you have resided in the City of Bay City: 50 YEARS

If you do not live in the City of Bay City, do you have an "interest" in this area? _____

List your qualifications for the Board, Committee or Commission:

- SERVED ON BOARD FOR SEVERAL TERMS
- ATTEND CLASSES EVERY OTHER YEAR DURING PAST TERMS
- BUSINESS EXPERIENCE AND UNDERSTANDING OF PEOPLE

Do you meet the qualifications needed for this Board, Committee or Commission? YES

Why are you interested in serving on this Board, Committee or Commission:

HAVE BEEN PAST MEMBER AND HAVE A GOOD UNDERSTANDING OF THE PROCESS. TO CONTINUE TO BE INVOLVED IN MY CITY

List any other information you feel would be pertinent in assisting the appointing authority and the City Commission in their selection:

Do you serve on any other City Board, Committees or Commissions? NO

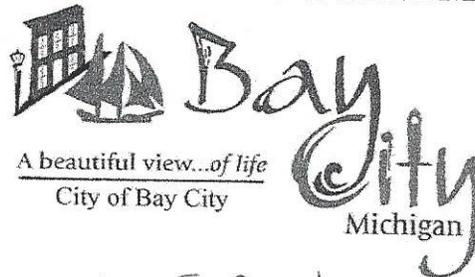
Mark Zanotti
Applicant Signature

11/27/16
Date Submitted

Please return form to: Dana Muscott, Deputy City Manager
301 Washington Avenue, Room 307
Bay City, MI 48708

NOTE: DO NOT WANT THE MEETING PER DENIED

CITY OF BAY CITY
APPLICATION FOR APPOINTMENT TO:



Board of Review

Name of Board, Committee or Commission

Name: Anne Marie Schmidt

Address: 1408 Helen St.; Bay City 48708

Email Address: None

Cell/Home Phone No: 989-893-6989 Work Phone No: _____

Employer: Dow Chemical - Retired Occupation: Engineer

Do you reside within the corporate boundaries of the City of Bay City? Yes

If so, length of time you have resided in the City of Bay City: 82 yrs.

If you do not live in the City of Bay City, do you have an "interest" in this area? _____

List your qualifications for the Board, Committee or Commission:

Bachelor of Mathematics - SVSU

Worked with building codes & other standards for Dow Chemical

Worked in all fields of Engineering - served several terms on this Board

Do you meet the qualifications needed for this Board, Committee or Commission? Yes

Why are you interested in serving on this Board, Committee or Commission:

Served terms on this Board & enjoy it very much

List any other information you feel would be pertinent in assisting the appointing authority and the City Commission in their selection:

Interested in the taxing system and would like to be part of it.

Do you serve on any other City Board, Committees or Commissions? No

Anne Marie Schmidt

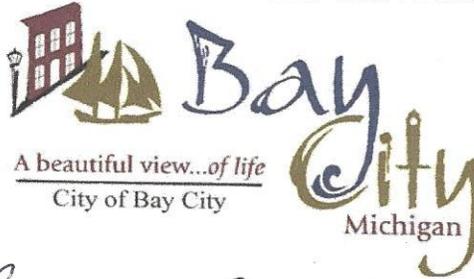
Applicant Signature

12/14/16

Date Submitted

Please return form to: Dana Muscott, Deputy City Manager
301 Washington Avenue, Room 307
Bay City, MI 48708

CITY OF BAY CITY
APPLICATION FOR APPOINTMENT TO:



BOARD OF REVIEW

Name of Board, Committee or Commission

Name: MARK W. HICKMATT

Address: 1109 STANTON ST. Bay City MI 48708

Email Address: HICKY1@CHARTER.NET

Cell/Home Phone No: 284-9157 Work Phone No: 922-2287

Employer: BUILDER Occupation: BUSINESS OWNER

Do you reside within the corporate boundaries of the City of Bay City? Y

If so, length of time you have resided in the City of Bay City: 45 yrs

If you do not live in the City of Bay City, do you have an "interest" in this area? _____

List your qualifications for the Board, Committee or Commission:

ALREADY ON IT

Do you meet the qualifications needed for this Board, Committee or Commission? Y

Why are you interested in serving on this Board, Committee or Commission:

BE PART OF SOLUTIONS

List any other information you feel would be pertinent in assisting the appointing authority and the City Commission in their selection:

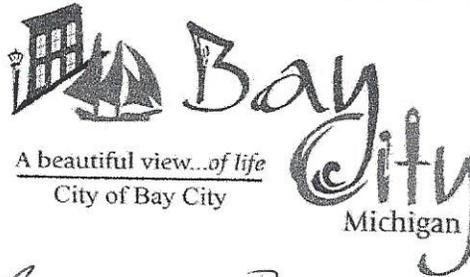
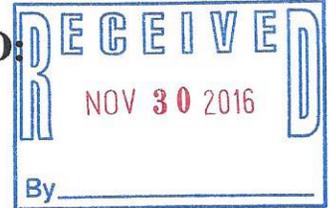
Do you serve on any other City Board, Committees or Commissions? Y

Mark W. Hickmatt
Applicant Signature

12-14-16
Date Submitted

Please return form to: Dana Muscott, Deputy City Manager
301 Washington Avenue, Room 307
Bay City, MI 48708

CITY OF BAY CITY
APPLICATION FOR APPOINTMENT TO



BOARD OF REVIEW

Name of Board, Committee or Commission

Name: AL McLAUGHLIN

Address: 2220 MCKINLEY, BAY CITY

Email Address: AL.MCLAUGHLIN@YAHOO.COM

Cell/Home Phone No: 894-4809 Work Phone No: _____

Employer: RETIRED (SEMI) Occupation: ECON DEV. CONSULTANT

Do you reside within the corporate boundaries of the City of Bay City? Yes

If so, length of time you have resided in the City of Bay City: 30 YRS

If you do not live in the City of Bay City, do you have an "interest" in this area? _____

List your qualifications for the Board, Committee or Commission:

IN DEPTH KNOWLEDGE OF CITY AND ITS NEIGHBOURHOODS; GOOD UNDERSTANDING OF RESIDENTIAL, COMMERCIAL, OFFICE AND INDUSTRIAL REAL ESTATE IN BAY CITY.

Do you meet the qualifications needed for this Board, Committee or Commission? Yes

Why are you interested in serving on this Board, Committee or Commission:

I HAVE SERVED ON THE BOARD OF REVIEW PREVIOUSLY AND FOUND THE OPPORTUNITY TO ENSURE FAIR TAX TREATMENT FOR ALL OF OUR TAXPAYERS REGARDING.

List any other information you feel would be pertinent in assisting the appointing authority and the City Commission in their selection:

I HAVE 29 YEARS OF EXPERIENCE IN LOCAL GOVERNMENT DURING WHICH TIME I GAINED A GOOD DEAL BACKGROUND ON ALL ASPECTS OF THE CITY

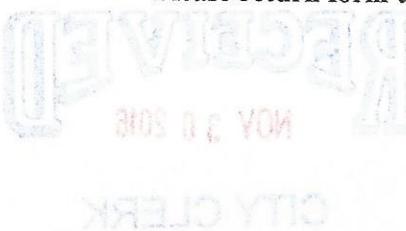
Do you serve on any other City Board, Committees or Commissions? Yes -

BAY CITY HOUSING COMMISSION

[Signature]
Applicant Signature

11/30/16
Date Submitted

Please return form to: Dana Muscott, Deputy City Manager
301 Washington Avenue, Room 307
Bay City, MI 48708



**CITY OF BAY CITY
APPLICATION FOR APPOINTMENT TO:**



 Tax Assessors Board of Review _____
Name of Board, Committee or Commission

Name: Julie Ulman

Address: 1116 N. William St. Bay City MI 48706

Email Address: jaulman@aaamichigan.com or julman50@gmail.com

Cell/Home Phone No: 989-667-3310 Work Phone 989-667-3310

Employer: AAA Michigan Occupation: Medical Claims Adjuster

Do you reside within the corporate boundaries of the City of Bay City? yes

If so, length of time you have resided in the City of Bay City: 50 yrs

If you do not live in the City of Bay City, do you have an "interest" in this area? n/a

List your qualifications for the Board, Committee or Commission:

Associates in Claims

Took the class for real estate and passed to get license. Have been a member of the Board of Review for some time

Do you meet the qualifications needed for this Board, Committee or Commission? yes

Why are you interested in serving on this Board, Committee or Commission:

In order to help my City

List any other information you feel would be pertinent in assisting the appointing authority and the City Commission in their selection:

 Prior Board Member

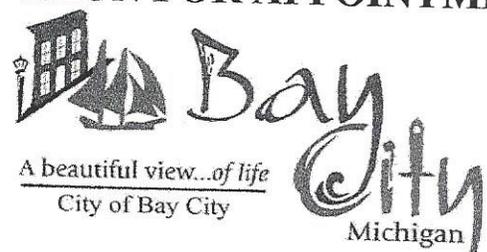
Do you serve on any other City Board, Committees or Commissions? yes, I am on the Board for Variance Requests

Julie DeLman
Applicant Signature

1-5-17
Date Submitted

Please return form to: Dana Muscott, Deputy City Manager
301 Washington Avenue, Room 307
Bay City, MI 48708

CITY OF BAY CITY
APPLICATION FOR APPOINTMENT TO:



BOARD OF REVIEW
Name of Board, Committee or Commission

Name: ROBERT G. SHEA JR
Address: 908 MCKINLEY
Email Address: SHEABOB@GMAIL.COM
Cell/Home Phone No: _____ Work Phone No: 989893040
Employer: RETIRED Occupation: _____

Do you reside within the corporate boundaries of the City of Bay City? YES
If so, length of time you have resided in the City of Bay City: LIFE
If you do not live in the City of Bay City, do you have an "interest" in this area? _____

List your qualifications for the Board, Committee or Commission:
MEMBER OF THIS BOARD FOR ABOUT 17 YRS
MEMBER OF PLANNING COMMISSION ABOUT 14 YRS
Do you meet the qualifications needed for this Board, Committee or Commission? YES

Why are you interested in serving on this Board, Committee or Commission:
TO HELP CITY OF BAY CITY RATE PROPERTY PROPERLY. ALSO TO HELP TAXPAYERS ENJOY PROPER ASSES.
List any other information you feel would be pertinent in assisting the appointing authority and the City Commission in their selection: _____

Do you serve on any other City Board, Committees or Commissions? YES
[Signature] _____
Applicant Signature Date Submitted 12/13/16

Please return form to: Dana Muscott, Deputy City Manager
301 Washington Avenue, Room 307
Bay City, MI 48708

Subject: Contract Extension Utility Workers Union of America Local 482

Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott

Prepared By: Deputy City Manager: Dana L. Muscott

PERTINENT FACTS:

One year extension of the current collective bargaining agreement between the City and Teamsters Local 214 Supervisory Utility Workers Union of America 482, with no modification or change in wage or benefits. The new expiration date will now be May 31, 2017.

LEGAL ISSUES:

None

TIME SENSITIVITY:

Urgent;immediate action is necessary

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

CITY GOALS:

RECOMMENDED ACTION:

*City Manager recommending one year extension to the current collective bargaining agreement with Utility Workers Union of America Local 482 expiring May 31, 2017, with no modification or change in wages or benefits.

RECOMMENDATION: Approve.

ATTACHMENTS:

Description	Upload Date	Type
Agreement	12/28/2016	Backup Material
Agreement Mayor/Clerk	12/28/2016	Backup Material



Letter of Agreement Between
The City of Bay City
And
Teamsters Local #214 Supervisory Unit

Re: Continuation of 2013-2016 Collective Bargaining Agreement

The City of Bay City (City) and the Teamsters Local Supervisory Unit Local #214 (Union) mutually agree to the following:

1. The City of Bay City and Teamsters Local #214 tentatively agree pending unit ratification and City Commission approval to extend the Collective Bargaining Agreement (2013-2016) to a new expiration date of December 31, 2017.
2. All provisions, articles and subsections shall remain unchanged and in effect until December 31, 2017 or until a successor agreement is negotiated, ratified by the members and approved by the City Commission.
3. This agreement is without prejudice, non-precedent setting and does not in any way constitute an implied or overt past practice;
4. This agreement constitutes the entire understanding and agreement of the parties as to the matters addressed above, and no other agreement as to these matters shall be binding unless in writing and signed by all parties: and
5. The parties have had the opportunity to review this Agreement and thereby enter into this Agreement both freely and voluntarily.

For the City of Bay City:

Mikki B. Manion Date
Director of Human Resources

Richard M. Finn Date
City Manager

For the Teamsters Local #214:

James Kilburn Date
Steward

Terry Kilburn Date
Bargaining Committee Member

Human Resources Department
301 Washington Avenue
Suite 305
Bay City, Michigan 48708
Fax: 989-894-1070

The parties agree that the current collective bargaining agreement which expired on December 31, 2016 is hereby extended with all of its current terms with no modification or change in wage or benefits until December 31, 2017. The new expiration date shall now be December 31, 2017. This agreement is entered on this ____ day of January, __ 2017

For The City of Bay City

By _____ its _____

By _____ its _____

Teamsters Local 214—Supervisory Unit

By _____ its _____

By _____ its _____

Approved by the City Commission, City of Bay City, at a meeting held at the City of Bay City, Michigan on January __. 2017

Kathleen Newsham, Mayor

Tema Lucero, City Clerk

Subject: FP Minutes 1/3/17

Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott

Prepared By:

PERTINENT FACTS:

LEGAL ISSUES:

TIME SENSITIVITY:

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

CITY GOALS:

RECOMMENDED ACTION:

*Minutes - Finance Policy Committee (1/3/17).

RECOMMENDATION: Approve.

ATTACHMENTS:

Description

FP Minutes 1/3/17

Upload Date

1/9/2017

Type

Cover Memo

CITY OF BAY CITY
CITY COMMISSION
FINANCE/POLICY COMMITTEE MEETING MINUTES
Tuesday, January 3, 2017

The Finance/Policy Committee met at City Hall, 301 Washington Avenue, Commission Chambers. The meeting was called to order by Commission President Larry Elliott at 6:30 PM.

Present: Commissioners Lynn Stamiris, David Terrasi, Andrew Niedzinski, Brentt Brunner, Jim Irving, John Davidson, Kerice Basmadjian, Ed Clements, Larry Elliott, 9.

Absent: None.

Others Present: City Manager Richard Finn, Deputy City Manager Dana Muscott, Finance Director George Martini, Public Safety Director Michael Cecchini, Public Works Director Bill Bohlen, Engineering Manager Rachel Phillips, Economic Development Project Manager Sara Dimitroff, Mayor Kathleen Newsham and City Clerk Tema Lucero.

Executive Session

Commissioner Niedzinski moved to go into Executive Session at 6:31 PM with City staff to discuss collective bargaining agreement extension with Teamsters Local 214 Supervisory Union. There was no objection.

Motion approved by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

Commissioner Niedzinski moved to go into Executive Session at 6:32 PM with City staff to discuss purchase of property. There was no objection.

Motion approved by the following vote:

Yes, Commissioners Stamiris, Terrasi, Niedzinski, Brunner, Irving, Davidson, Basmadjian, Clements, Elliott, 9.

No, None.

The City Commission came back into regular session at 7:02 PM.

Agenda Review

O-7 Contract with Shaw Contracting, Bay City, MI, for Removal and Disposal of Repair Spoils, in an amount not to exceed \$78,000 for years 1 & 2, and not to exceed amount of \$79,600 in year 3.

Commissioner Niedzinski asked if the figures presented were final figures that would not require change orders. Public Works Director Bill Bohlen answered that he estimated figures at the highest cost exposure for 4,000 yards of manifested material. If a change order is necessary, he will be able to come back to commission well in advance.

R-1 & R-2 Regarding ratification of grant applications to the United States Environmental Protection Agency.

Commissioner Stamiris asked if the issues with Surath scrap yard have been ongoing or if they were recent, as it was recently put up for sale. City Manager Finn responded that it has always been a known issue. Commissioner Stamiris asked if there has been a community wide assessment in the past, Economic Development Project Manager Sara Dimitroff answered yes, they have been done but it has been several years so she did not have the exact dates.

O-1 Traffic Control Order #2016.0014 revising center lane of the northbound leg to straight only on Madison Avenue at the intersection of Woodside Avenue.

Commissioner Elliott inquired about other options for the intersection, Engineering Manager Rachel Phillips explained the recommendation. Public Works Director Bill Bohlen suggested having the item referred back to staff so other options may be explored.

O-3 Traffic Control Order #2016.0016 for No Parking signs along both sides of Patterson Avenue from Marquette Avenue to Smith Street.

Commissioner Elliott asked why both sides would be posted for no parking instead of just one. Engineering Manager Rachel Phillips explained per city policy it is required streets classified as major streets, which Patterson is.

O-4 Consent of restrictive covenants at 740 N. Euclid Avenue as an easement holder.

Commissioner Elliott asked if this would impose a cost to the city. Public Works Director Bill Bohlen answered this is a requirement of the Department of Environmental Quality for Speedway to identify they had a spill that encroached in our right-of-way. The restrictive covenant places responsibility on the owner of the property if we encounter contamination issues in the future.

Other Issues/Concerns/Announcements

Commissioner Stamiris mentioned the Comfort Inn is now open and encouraged everyone to stop in. He also mentioned this Saturday, January 7th, Cops & Doughnuts will be giving free doughnuts to children who recite the Pledge of Allegiance.

Commissioner Irving stated he received an invitation to tour The Times Lofts on Tuesday, January 10th from 4:30PM - 6:30PM.

Commissioner Elliott advised commission that he will not be at the next meeting on January 17th, and wished everyone a Happy New Year.

Public Input

None.

Meeting adjourned at 7:24 PM.

Respectfully submitted,

Tema J. Lucero
City Clerk

Subject: MDOT Performance Resolution
Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott
Prepared By: Administrative Financial Analyst: Patty Martindale

PERTINENT FACTS:

The Performance Resolution is required by the Michigan Department of Transportation (MDOT) as part of the annual Application and Permit for Miscellaneous Operations within State Trunk Line Right of Way.

The annual permit will allow the City to submit a Notice of Permitted Activity to carry out miscellaneous operations on state roads for special event street closures or while conducting work within MDOT right of ways for utility repairs and/or maintenance.

Adoption of this resolution will authorize the following City positions to apply for necessary permits: Public Works Director, DPW Manager-Streets, DPW Manager-Parks, DPW Manager-Sewer Collections, DPW Manager-Water Distribution/Metering, DPW-Sr. Administrative Assistant, Engineering Manger, Neighborhood Services, Manager, Electric Director, Electric Operations Superintendent, and Electric Administrative Financial Analyst.

LEGAL ISSUES:

The resolution is required by MDOT to obtain the Annual Permit.

TIME SENSITIVITY:

Routine|Urgent;immediate action is necessary

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

The City's Annual Permit expired December 31, 2016. Thus, adoption of this resolution will allow MDOT to approve and issue the City's Annual Permit for 2017.

FINANCIAL CONSIDERATIONS:

The are no costs associated with adoption of this resolution.

CITY GOALS:

RECOMMENDED ACTION:

*Commission as a Whole resolution approving the Annual Application and Permit for Miscellaneous Operation within Free Access to State Trunkline Right-of-Way.

RECOMMENDATION: Approve.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	1/5/2017	Resolution Letter

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the City of Bay City
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

- 5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
- 6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name:

Public Works Director, DPW Manager-Streets, DPW Manager-Parks, DPW Manager-Sewer Collections,
 DPW Manager-Water Distribution/Metering, DPW-Sr. Administrative Assistant, Engineering Manager,
 Neighborhood Services Manager, Electric Director, Electric Operations Superintendent, and
 Electric Administrative Financial Analyst

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Bay City City Commission
 (Name of Board, etc)

of the City of Bay City of Bay
 (Name of GOVERNMENTAL AGENCY) (County)

at a meeting held on the day
 of A.D.

Signed Title

Subject: The Department of Public Works is requesting authorization to participate in the Mutual Aid and Assistance Agreement (MAAA) with the Michigan Water/Wastewater Agency Response Network (MiWARN) via the attached commission of the whole resolution.

Reviewed By: City Manager: Richard M. Finn Deputy City Manager: Dana L. Muscott

Prepared By: Director of Public Works: William J. Bohlen

PERTINENT FACTS:

The Department of Public Works is requesting to participate in the MiWARN mutual aid group. MiWARN is mutual aid group consisting of numerous public agencies throughout the state. This program does not require the city to respond to every request and membership is free. The attached resolution confirms the commitment from our elected officials allowing DPW staff to participate in the program.

LEGAL ISSUES:

TIME SENSITIVITY:

Routine

BRIEFLY DESCRIBE THE NATURE OF THE TIME SENSITIVITY:

FINANCIAL CONSIDERATIONS:

none

CITY GOALS:

RECOMMENDED ACTION:

*Commission as a Whole resolution recommending Mutual Aid and Assistance Agreement with Michigan Water/Wastewater Agency Response Network.

RECOMMENDATION: Approve.

ATTACHMENTS:

Description	Upload Date	Type
Mutual Aid and Assistance Agreement	1/10/2017	Contract
Resolution	1/10/2017	Cover Memo

MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK

Mutual Aid and Assistance Agreement

RECITALS

WHEREAS, certain Michigan water, wastewater and public works agencies (the “Members”), have formed the “Michigan Water/Wastewater Agency Response Network,” (Michigan WARN or MiWARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501 et seq. (the “Act”) permits a public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities in need of emergency assistance caused by natural or man-made disasters.

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement,” (“Agreement”), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of mutual aid and assistance within the State of Michigan.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Michigan WARN, as agreed upon, and authorized by, their respective legislative authorities mutually agree as follows:

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities and Public Works Agencies that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

ARTICLE I. PURPOSE

The water/wastewater mutual aid program was established to provide a method whereby water/wastewater utilities together with public works agencies sustaining physical damage from natural or manmade disasters may obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities and public works agencies. This Agreement hereby establishes within the State of Michigan an intrastate program for mutual aid and assistance. Through the Michigan WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies and other events, as described in this Agreement.

ARTICLE II. DEFINITIONS

A. Agreement - The Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement.

B. Authorized Official - An employee, agent, or official of a Member who is authorized by the Member's governing board or management to request assistance and/or offer assistance under this agreement.

C. Emergency - A natural or manmade event that is, or is likely to be, beyond the control of the available services, personnel, equipment, and facilities of a mutual aid and assistance program member. The request for aid does not require an official declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

D. Member - Any public body or political subdivision or private water and/or wastewater utility and/or public works agency or its principals that execute this Agreement.

E. Requesting Member - A Member who requests assistance in accordance with the terms and conditions of this Agreement and the mutual aid and assistance program.

F. Responding Member - A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

G. National Incident Management System (NIMS) – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.

H. Period of Assistance - A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources are returned to its facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

I. Steering Committee – A committee consisting of representatives from Members and other agencies that may have a role to play in the mutual aid and assistance program (e.g., MIAWWA, APWA-Mi, MDEQ, MWEA, RCAP,

MRWA, WEF, MSPEMHS, public health, water and wastewater utility organizations), that shall administer the MiWARN program for the State of Michigan.

K. Work or Work Related Period - Any Period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually agreed-upon rotation of personnel and equipment.

ARTICLE III. ADMINISTRATION

The mutual aid and assistance program shall be administered through Regional Committee and, as needed, a Steering Committee. The purpose of the Regional Committee is to provide local coordination of the mutual aid and assistance program, before, during and after an emergency event. The purpose of a Steering Committee is to provide coordination on a statewide basis of the mutual aid and assistance program before, during and after an emergency. The Steering Committee, under the leadership of an elected Chair, shall meet at least annually to address mutual aid and assistance program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Steering Committee members shall plan and coordinate emergency response planning and response activities for the mutual aid and assistance program.

The Steering Committee, upon being formed and authorized, shall adopt by-laws to govern the administration of the Steering and Regional Committees, and the implementation of this Agreement. The by-laws for the Regional Committees shall be uniform and subject to changes or amendments only by the Steering Committee.

ARTICLE IV. PROCEDURES

The Steering Committee shall develop operational and planning procedures for the MI WARN Program. These procedures shall be reviewed at least annually and updated as needed.

It is the responsibility of each Member to develop its own operational and planning procedures in accordance and consistent with the procedures adopted by the Steering Committee, to identify the critical components of its own infrastructure and its emergency response resources.

ARTICLE V. REQUESTS FOR ASSISTANCE

A. Member Responsibility – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information, including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing via the website. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are set forth in the operational and planning procedures referenced in Article IV, above.

B. Response to a Request for Assistance – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

A. National Incident Management System (NIMS) - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

B. Control - Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Members(s). Whenever practical, Responding Member's personnel must be self-sufficient for up to 72 hours.

C. Food and Shelter - The Requesting Member shall supply reasonable food and shelter for the Responding Member's personnel. If the Requesting Member fails to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established

by the State of Michigan for that area. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

D. Communication - The Requesting Member shall provide Responding Member's personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

F. Licenses & Permits - To the extent permitted by law, the Responding Member's personnel who hold licenses, certifications or permits issued by the State of Michigan evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon as practicable after the oral notice.

H. No Waiver of Governmental Immunity – All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activity of officers, agents and employees of public bodies, including, but not limited to counties, cities, townships, and villages, shall apply to the same degree and extent to the performance of such functions and duties of Members extraterritorially under the provision of this Agreement. No provision of this Agreement is intended to, nor shall any provision of the Agreement be construed as a waiver by any governmental entity, its agents, employees or officials, of any governmental immunity as provided by Public Act 170 of 1964, the "Governmental Immunity Act," as set forth in MCL 691. 1401, et seq.

I. Independent Contractor - The Members agree that at all times and for all purposes under the terms of this Agreement each Member's relationship to any other Member shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Member as a result of this Agreement. Personnel dispatched to aid a Member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Members, as independent contractors are not authorized to enter into or sign any agreements on behalf of other Members or to make any representations to third parties that are binding upon other Members.

J. Liability. Each Member will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Members shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Members outside of their political jurisdictions. It is agreed that none of the Members shall be liable for failure to respond for any reason to any request for assistance or for leaving the scene of an Emergency with proper notice after responding to a Request for Assistance.

K. Insurance. Each Member shall be responsible for insuring its activities as they relate to MiWARN. MiWARN may choose to require each Member to provide Certificates of Insurance or Self-Insurance demonstrating the Member's proper coverage and limits. In the event any Member has a lapse in proper insurance coverage, as determined by the Steering Committee, the Member may be suspended from participation in MiWARN.

L. Confidential Information. To the extent permitted by law, Members shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information relating to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, including but not limited to confidential information relating to the plans, specifications and location of water and wastewater facilities provided to it by another Member pursuant to this Agreement. If any Member or third party requests or demands by subpoena or otherwise, that Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding related thereto.

ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

A. Personnel - Responding Member's personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Re-requesting Member reimbursement to the Responding

Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect but necessary costs.

B. Equipment - The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, The Responding Member must provide such rates in writing to the Requesting Member's Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member's equipment is damaged during the Period of Recovery that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for the repair or replacement of the damaged equipment. Damage must be reasonably attributed to the specific response and taking into consideration normal wear and tear.

C. Materials and Supplies - The Responding Member shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Responding Member or their utility personnel. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Handling charges shall be as set forth in the by-laws or resolution of the Steering Committee. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for the purposes of cost reimbursement. Requesting Members shall be given the option of providing the supplies need or used by the Responding Member.

D. Incidental Costs - Other reasonably related incidental costs that are accrued by the Responding Member during the specified Period of Assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.

E. Payment Period - The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it

incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The requesting Member must pay the bill in full on or before the sixtieth (60th) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61st) day following the billing date unless alternate payment agreement between parties can be reached. Once a bill is determined to be delinquent, it shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

F. Disputed Billings - Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

ARTICLE VIII. DISPUTE RESOLUTION

If any controversy or claim arises out of or relates to the Agreement, including but not limited to an alleged breach of the Agreement, the disputing Member may agree in writing, if authorized by the Member's governing body, to arbitration of the matter in accordance with the rules of the American Arbitration Association. This provision does not waive any right of any party to file the claim in appropriate court having jurisdiction.

ARTICLE IX. SIGNATORY INDEMNIFICATION

In the event of a liability, claim demand, action or proceeding of whatever kind or nature arising out of a specified event of Assistance, the Requesting and Responding Members who receive and provide assistance shall indemnify and hold harmless those non-responding Members whose involvement in the transaction or occurrence that is the subject of such claim, demand, or other proceeding is limited to execution of this Agreement.

In the event of a claim for property damage or bodily injury by a non-party hereto, arising from an event of assistance neither the Responding Member nor the Requesting Member will be deemed to indemnify, defend or hold harmless the other from any act or omission of the other Member's officers, employees, agents, contractors or volunteers acting under this Agreement.

ARTICLE X. WORKER'S COMPENSATION CLAIMS

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

ARTICLE XI. NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII. EFFECTIVE DATE

This Agreement shall be effective on the date of full execution of the Agreement. The date of full execution of this Agreement shall be the last date on which this agreement has been signed by a party to this Agreement. The Steering Committee shall maintain a list of all Members.

ARTICLE XIII. DURATION, WITHDRAWAL, AND TERMINATION OF AGREEMENT

A. **Duration.** This Agreement shall commence on the Effective Date and continues until terminated in accordance with Section C, below.

B. **Withdrawal by a Member.** Any Member may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon seven (7) days written notice to the Steering Committee. The withdrawal of any Member shall not terminate or have any effect upon the provisions of this Agreement so long as MiWARN remains composed of at least two (2) Members.

C. **Termination.** The MiWARN shall continue until terminated by the first to occur of the following:

- (a) MiWARN consists of less than two (2) Members; or
- (b) A unanimous vote of termination by the total membership of MiWARN.

ARTICLE XIV. MODIFICATION

No provision in this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modification to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of Members. The Chair of the Steering Committee must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XV. ASSIGNMENT OF RIGHTS/DUTIES

Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XVI. PRIOR AGREEMENTS

Nothing within this Agreement shall prohibit a Member from participating in other mutual aid agreements and this Agreement shall not supersede prior Agreements between Members unless the prior Agreement is terminated.

ARTICLE XVII. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect. Any Member may be removed from participation in this Mutual Aid Agreement by majority vote of the Members of the applicable Regional Committee, or Steering Committee, with adequate notice and a right to be heard at a regular or special meeting.

ARTICLE XVIII. INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of MiWARN shall participate in Mutual Aid and Assistance activities conducted under the State of Michigan Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities and public works agencies through this Agreement if such a Program were established.

ARTICLE XIX. RECORDS, DOCUMENTS AND SENSITIVE INFORMATION

All records, documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Michigan, are classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Michigan. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released, subject to applicable laws, ordinances and regulations.

ARTICLE XX. MISCELLANEOUS

A. This Agreement sets forth the entire agreement between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. **Governing Law/Consent to Jurisdiction and Venue.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

D. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. **Recitals.** The Recitals shall be considered an integral part of this Agreement.

G. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all parties, except an amendment to remove a Member shall not require agreement or approval of the governing body of the Member being removed. Upon an Amendment to this Agreement being adopted, a copy, certified by the secretary of the Steering Committee, shall be furnished to all Members.

H. **Compliance with Law.** MiWARN shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity

J. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

K. Permits and Licenses. Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Member shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Member.

L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any party shall subsequently affect its right to require strict performance of this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utilities listed here, as a Participating Member duly executes this Water/Wastewater Mutual Aid Agreement this ____ day of _____, 2014.

Water/Wastewater Utility or Public Works Agency Authorized Official(s):

By: _____

By: _____

Title: _____

Title: _____

Name of Participating Member: _____

(Please note: Attach a copy of your MiWARN resolution to this document when you submit it. Thank You.

Of Commission as a Whole:

WHEREAS, certain Michigan water, wastewater and public works agencies have formed the “Michigan Water/Wastewater Agency Response Network,” (MiWARN), to share resources and to assist each other in the form of personnel, equipment, material and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Urban Cooperative Act of 1967, (MCL 124.501 et seq.) authorizes public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities and public works agencies in need of emergency assistance caused by natural or man-made disasters; and

WHEREAS, the features of the proposed Mutual Aid and Assistance Agreement under consideration gives sole discretion to Members whether or not to respond to a request for assistance, or to what extent to respond to a request for assistance from a requesting Member, and provides for cost re-imbursement by the requesting Member to the responding Member; and

WHEREAS, the City of Bay City will retain complete discretion and authority to withdraw some or all of its resources furnished to a requesting Member at any time, and may withdraw from MiWARN, for any reason, upon seven (7) days notice to the Steering Committee; and

WHEREAS, legal counsel for the City of Bay City has reviewed the draft Mutual Aid and Assistance Agreement, in conjunction with the Director of Public Works for the City of Bay City and recommend the proposed Agreement; and

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid Agreement,” to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of Mutual Aid and Assistance within the State of Michigan, and

NOW THEREFORE BE IT RESOLVED that the City of Bay City does hereby authorize entering into the Mutual Aid and Assistance Agreement with the Michigan Water/Wastewater Agency Response Network, and the authorizes the execution of the Agreement by the City of Bay City Mayor and Clerk.