

CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, OCTOBER 01, 2012
7:30 P.M.

Meeting to be held at City Hall
301 West Main Street

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 17, 2012:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Curwood Festival Donation. Presentation of a donation from the Curwood Festival to be used toward maintenance of Curwood Castle.
2. Building & Code Enforcement Presentation. Presentation by Building Official Charles Rau on the duties and responsibilities of the Building Office and Code Enforcement.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

1. Set Public Hearing – Personal Property Exemption. Set public hearing for October 15, 2012 to receive public comments on New Personal Property Exemption for Machine Tool & Gear, Inc, 401 South Chestnut Street.

2. Set Public Hearing - Industrial Facilities Exemption Certificate. Set a Public Hearing for October 15, 2012 to receive citizen comment regarding the application of Machine Tool & Gear, Inc. for an Industrial Facilities Exemption Certificate for real property improvements at 401 South Chestnut Street.
3. Owossopalooza Permission. Approve the application of Baker College of Owosso for use of Main Street Plaza, Town Square Park and three parking spaces in the 100 block of South Washington Street from 2:00 p.m. to 8:00 p.m. Thursday, October 11, 2012 for their annual Owossopalooza event, waive the insurance requirement and authorize Traffic Control Order No. 1280 formalizing the action.
4. Zombie Walk Permission. Approve the application of John Wracan for use of City sidewalks for a fund raiser walk benefitting the American Red Cross on October 27, 2012 from 3:30 pm until 6:30 pm. The planned walk would utilize the following route: Comstock parking lot to North Washington Street, north on Washington to Main, west on Main to Cedar, crossing Main at Cedar, east on Main to Ball, north on Ball to Exchange, east on Exchange to Washington and south on Washington returning to the Comstock lot. The applicant further request waiver of the insurance requirement and authorization of Traffic Control Order No. 1281 formalizing the action.
5. Phone System Lease. Approve contract with Key Government Finance for the lease of a VOIP phone system for City facilities in the amount of \$26,256.84 annually for a period of 5 years.
6. Change Order & Payment Authorization – Sidewalk Replacement Program. Authorize Change Order #1 to the contract with Seifert Construction Company for the 2012 Sidewalk Replacement Program for approximately 550 additional square feet of sidewalk in the amount of \$874.35 and authorize payment up to that amount.
7. Bid Award – Street Patches. Approve the low bid of One-Way Asphalt Paving & Excavating, Inc. for the 2012 Street Patch Program in the amount of \$14,216.00, and further approve payment up to the contract amount.
8. Purchase Authorization – Claw. Waive competitive bidding requirements and authorize purchase of one Tink C-721 claw with JRB Coupler from sole source provider AIS Construction Equipment Corporation in the amount of \$15,400.00.
9. Warrant No. 449. Approve Warrant No. 449 as presented.

ITEMS OF BUSINESS

1. Property Sale. Approve the sale of the City-owned property located at 1409 West Main Street to the Shiawassee Homebuilders Association in the amount of \$1.00 with the covenant the property be rehabilitated and marketed for sale to the general public within 6 months of acquisition.

COMMUNICATIONS

1. Downtown Development Authority/Main Street. Minutes of September 5, 2012.
2. Parks & Recreation Commission. Minutes of September 24, 2012.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, October 15, 2012

BOARDS AND COMMISSIONS OPENINGS

Zoning Board of Appeals – Alternate, term expiring June 30, 2013
Shiawassee District Library Board, term expiring June 30, 2016

ADJOURNMENT

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

OWOSSO CITY COUNCIL

SEPTEMBER 17, 2012

7:30 P.M.

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: MAJOR HENRY TEMPEL
SALVATION ARMY

PLEDGE OF ALLEGIANCE: DANIEL VARGAS

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

ABSENT: None.

APPROVE AGENDA

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

Consent Item #2 be moved to Item of Business # 3 and the addition of Item of business #4, a the Resolution to accept "Urban Art" downtown.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 4, 2012

Motion by Councilperson Cook to approve the Minutes of the Regular Meeting of September 4, 2012 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Tony Schlaud, 108 E. Exchange St., owner and operator of the Body Shop Salon. She is a supporter of the Farmer's Market but feels the location of the Farmers Market is a detriment to her business because of the parking situation. If her clients have to walk from a long ways away it can cause them to be 15-20 minutes late which impacts her schedule all day. She pulled her client list and 53% of them are from out of town. She just wants to let it be known she is not a fan of the current location.

Daniel Vargas, 615 N. Washington St. inquired on the process to put up a chain link fence.

Paul Dutton, 8262 W. Krouse Rd., introduced himself saying he is running for County Commissioner District 1. He spoke about the county commissioners and funds for the "Rails to Trails" construction.

Gary Bellinger, 806 S. Saginaw, thanked the city manager for fixing the pot holes and installing the new speed signs in his neighborhood. Today he witnessed a car running a stop sign at E. Stewart and Park

Streets. He thought an unmarked police car and also a sign warning of children playing in the area would solve the problem.

County Commissioner Ron Elder explained the way the Commissioners had approved the funds for the "Rails to Trails" construction.

Ed Urban, 601 Glenwood Avenue, commented on witnessing a police bust and suggested fixing the guard rail on Washington Street and a few others in the City by putting four bolts in them.

Tony Newman, Shiawassee County Drain Commissioner, wanted to let council know what the drain office is doing about the drains that run through the City. Checking on cost to do an inspection of the Owosso Drain from the outlet to where it dumps into the river. Hopkins Lake Drain dumps into Owosso Drain doing maintenance on it and on the Corlett Creek Drain. The Drain Office is working on fixing drain maps at the county. He also commented that the DEQ wants to take the Drain Commission's exemption away by requiring them to pull permits for certain projects.

Councilperson Cook asked about the Corlett Creek Drain maintenance project and if it is the entire length of just part of it. It was noted it would be part of it.

Councilperson Bailey asked if city and the county coordinated with the Drain Office when doing street repairs. Commissioners Newman did say there was a lot of communication between county and city staff.

Councilperson Erfourth gave an update on his participation in the Ultimate Spartan Challenge saying he would appreciate any support. He also noted he had been in the area of the location of the Body Shop on Saturday and there were vendors step up and all the parking was taken.

Councilperson Bailey thanked Mayor Frederick for working on Helping Hands. Their latest project is almost done. She then inquired about the Splash Pad saying there are some very frustrated people because of the length of time it is taking. Mayor Frederick said it seems the DEQ is still requiring more information.

Councilperson Fox inquired about the trees that have been marked to be removed. He wanted to know if the city was contracting out for the tree removal. He also said he had watched the street sweeper working and said it only moved the debris from the curb to the center of the street.

Councilperson Cook encouraged everyone to go see the Owosso Community Players production of "Into the Woods".

CITY MANAGER REPORT

City Manager explained in great detail the utility billing process and some changes with billing dates, past due notices and disconnect notices. The goal is to get meters read in a timely manner. Currently it takes two people about two weeks to read all the meters. He also noted the city is in the process of replacing the meters with all radio read meters and at the current rate of replacement it will take about ten years to get them all replaced. It may be more efficient to hire a company to come in and replace them. These meters will allow a report to be done and can spot specific problems with a water main break or when a meter quits working quite quickly.

He went on to note that the brush program is being tweaked slightly. He asked residents to stack the limbs neatly and place them with the cut side toward the curb. He further noted that if a tree removal company is cutting down a tree they are responsible for the brush removal, and the city will not accept brush if you are working for a landscaping company in a nearby community and put brush at curb for pick up.

Councilperson Fox stated he thought that we need to get the meters changed because some of them don't work and so he felt the project would pay for itself in a short amount of time.

The City Manager addressed Councilperson Fox's question. A tree removal bid will be going out in the near future, trying to schedule the work after the leaves fall. The bid should be back meeting after next.

CONSENT AGENDA

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

Appointment Correction. Correct the appointment of Linda Morovitz to the Shiawassee Area Transportation Agency Board of Directors to reflect a term expiration of October 1, 2015.

Purchase Authorization. Authorize purchase of 460 linear feet of 6" ductile iron water main from Glaeser Dawes Corporation in the amount of \$7,070.20 as follows:

RESOLUTION NO. 113-2012

AUTHORIZING THE PURCHASE OF 460 FEET OF CLASS 52 DUCTILE IRON WATER MAIN FROM THE GLAESER DAWES CORPORATION

WHEREAS, Glaeser Dawes Corporation had 460 feet of 6 inch water main remaining after the completion of the 2012 water main installation contract and proposes to sell said water main to the City at their direct cost of \$15.37 per foot, and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, routinely uses and maintains an inventory of 6 inch ductile iron water main, said inventory being currently below normal stocking level, and

WHEREAS, the City of Owosso obtained 2 alternate competitive quotations which were higher than the price quoted by Glaeser Dawes,

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

- FIRST: The City of Owosso has obtained three quotations for 6 inch ductile iron water main with the lowest unit cost being from Glaeser Dawes Corporation.
- SECOND: The city of Owosso has heretofore determined that it is advisable and in the public interest to purchase 460 feet of 6 inch ductile iron water main from the Glaeser Dawes Corporation.
- THIRD: The purchase contract shall be in the form of a City Purchase Order.
- FOURTH: The above pipe purchase shall be paid from the 2012-13 Water Fund Budget.

Warrant No. 448. Accept Warrant No. 448 as follows:

Vendor	Description	Fund	Amount
Miller, Canfield, Paddock and Stone PLC	Professional Services-\$3,800,000 Water Supply System Revenue Refunding Bond, Series 2012	Water	\$19,000.00
Brown & Stewart, PC	Professional Services-August 13, 2012 – September 10, 2012	General	\$ 9,632.94
Michigan Municipal League	Annual Membership-October 1, 2012 – September 30, 2013	General	\$ 5,520.00
ERIS International Inc.	Pavement Condition Survey-Payment for Professional Services April 30, 2012 – August 31, 2012	Street Improvement Bond Fund	\$15,379.56
TOTAL			\$49,532.50

*Check Register. Receive and approve the Check Register for August 2012.

Motion supported by Councilperson Erfourth.

Roll Call Vote.

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

NAYS: None

* Due to its length this item is not printed in the minutes, full text is available in the Clerk's Office.

ITEMS OF BUSINESS

SEDP PLEDGE

There was a presentation by Justin Horvath from the SEDP and a significant discussion by council. There was a consensus by council that the resolution should contain the language to be subject to an annual review.

Motion by Councilperson Eveleth to authorize a 5-year commitment to the Shiawassee Economic Development Partnership, to be reviewed each year, covering the fiscal years from July 1, 2013 to June 30, 2018 in the amount of \$31,426.00 annually as follows:

RESOLUTION NO. 114-2012

RESOLUTION PLEDGING AND AUTHORIZING THE ANNUAL SUPPORT PAYMENT TO THE SHIAWASSEE ECONOMIC DEVELOPMENT PARTNERSHIP FOR THE FISCAL YEARS OF 2013, 2014, 2015, 2016 AND 2017

WHEREAS, the Shiawassee County Economic Development Partnership (SEDP) has been established to provide economic development services for member governmental units throughout Shiawassee County; and

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest for the Shiawassee Economic Development Partnership to be the full service economic development organization serving the city of Owosso; and

WHEREAS, the city of Owosso, Michigan has determined that it is desirable to continue this relationship as a member through 2017;

NOW THEREFORE BE IT RESOLVED by the city of Owosso, county of Shiawassee, state of Michigan:

FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contribute toward the funding of the Shiawassee County Economic Development Partnership by making an annual payment of \$31,426.00 each city fiscal year beginning July 1, 2013 and ending June 30, 2018 with payment to be made on or about December 1 of each year.

SECOND: that the city manager of the city of Owosso is hereby instructed and authorized to sign the documents making this pledge and that the annual payment be included in each annual budget

THIRD: that the payment for the services shall come from the General Fund, unless otherwise determined

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

ADDITIONAL ENGINEERING SERVICES – PAVEMENT MANAGEMENT

There was a lengthy discussion between council and city manager on this item. There were several questions from council. There was confusion on the amount of the charge and how many miles of roadway that included. City manager was going to seek clarification from Dr. Abbas Butt.

Motion by Councilperson Fox to table this item until the end of regular business to seek clarification.

Motion supported by Mayor Pro-Tem Popovitch.

Roll Call Vote.

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

NAYS: None

The following item was pulled from the consent agenda.

CHANGE ORDER – SIDEWALK REPLACEMENT CONTRACT

Councilperson Fox pulled this item from the consent agenda for the purpose of discussion of bidding by local contractors. They requested this go out for bid.

Councilperson Eveleth submitted the following at tonight's meeting.

RESOLUTION TO ACCEPT URBAN ART

Motion by Councilperson Fox to accept donation of Urban Art.

RESOLUTION NO. 115-2012

**ACCEPTANCE OF DONATION OF URBAN ART
THE "BEE SCULPTURE"**

WHEREAS, listed in the most recent stated goals of the Owosso City Council is to "Create a sense of place in our community that attracts visitors, new residents, and additional investment to the center of Owosso", and

WHEREAS, Owosso's proposed Master Plan states that "The community will be a vibrant, progressive, knowledge-based community, which promotes the highest quality of life.", and

WHEREAS, Owosso's proposed Master Plan Guiding Values lists "Recognition, preservation, and enhancement of the community's physical and cultural heritage" as a guiding value.

NOW THEREFORE, the Owosso City Council hereby formally accepts the gift referred to as "The Bee Sculpture" and extends its sincerest gratitude to Susan Treen, business owner at 207 North Washington Street known as "Apple Tree Lane" for her efforts to raise funds for this endeavor.

Enacted this 17th day of September, 2012 by the Owosso City Council.

Motion Supported by Councilperson Fox

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

NAYS: None.

ADDITIONAL ENGINEERING SERVICES – PAVEMENT MANAGEMENT

After seeking further clarification the City manager explained exactly what the agreement would include.

Motion by Councilperson Eveleth to authorize a contract with ERIS International, Inc. d/b/a Engineering Research International for additional engineering services related to the establishment of a pavement management system for city streets in an amount not to exceed \$60,000.00 as follows:

RESOLUTION NO. 116-2012

RESOLUTION AUTHORIZING THE EXECUTION OF ADDENDUM 3 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ERES INTERNATIONAL, INC. D/B/A ENGINEERING AND RESEARCH INTERNATIONAL

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to provide professional engineering services in connection with a pavement management evaluation and pavement management system; and

WHEREAS, it is necessary to obtain professional engineering assistance and it is hereby determined that the firm of ERIS International, Inc. d/b/a Engineering and Research International is qualified to provide such services;

NOW THEREFORE BE IT RESOLVED by the city of Owosso, county of Shiawassee, state of Michigan:

FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firm of ERIS International, Inc. d/b/a Engineering and Research International to provide professional engineering services for a pavement management evaluation and pavement management system;

SECOND: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as Exhibit A, Addendum 3 Agreement for Professional Engineering Services with ERIS International, Inc. d/b/a Engineering and Research International, Inc., on behalf of the city of Owosso; and

THIRD: that the payment for the services shall come from the Street Improvement Bond Fund in an amount to not exceed \$60,000.

Motion supported by Councilperson Fox.

Roll Call Vote.

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

NAYS: Councilperson Erfourth

COMMUNICATIONS

Charles P. Rau, Building Official. August 2012 Building Department Report.
Charles P. Rau, Building Official. August 2012 Code Violations Report.
Michael T. Compeau, Public Safety Director. August 2012 Police Report.
Michael T. Compeau, Public Safety Director. August 2012 Fire Report.
Downtown Development Authority/Main Street. Minutes of August 1, 2012.
Downtown Historic District Commission. Minutes of August 15, 2012.
Planning Commission. Minutes of August 27, 2012.
Parks & Recreation Commission. Minutes of August 27, 2012.
Historical Commission. Minutes of August 27, 2012.
Historical Commission. Minutes of September 10, 2012.

Mayor Pro-Tem Popovitch asked it be noted she felt the draft minutes for the Planning Commission didn't reflect the actual discussion or her opinion on the sale of property to Trust Thermal. She thought what they wanted to do was unclear and asked them to provide further information.

CITIZEN COMMENTS AND QUESTIONS

Tony Newman, Shiawassee County Drain Commissioner, commented the DEQ is trying to take the Commission's exemption away and require permits to be pulled for maintenance projects.

Mayor Pro-Tem Popovitch wants to work with the Farmers Market Master to eliminate possible problems with parking downtown.

Councilperson Eveleth said he thinks part of the problem with the Farmers Market is they don't know from Saturday to Saturday which vendors will show up.

NEXT MEETING

Monday, October 1, 2012

BOARDS AND COMMISSIONS OPENINGS

Zoning Board of Appeals – Alternate, term expiring June 30, 2013
Shiawassee District Library Board, term expiring June 30, 2016

ADJOURNMENT

Motion by Councilperson Eveleth for adjournment at 10:10 p.m.

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

Benjamin R. Frederick, Mayor

Roxane Cramer, Recording Secretary



MEMORANDUM

DATE: September 25, 2012

TO: Mayor Benjamin Frederick, City Council, and Manager Don Crawford

FROM: Larry Cook, Assessor

RE: Tax Abatement Application – Machine Tool & Gear – 401 S. Chestnut St.

The positive growth continues for Machine Tool & Gear. On September 24, 2012, the city clerk received an application for a Real Property IFT and a Personal Property IFT, along with an application for Tax Abatement per City of Owosso Abatement Policy. Initial review indicates the applicant meets the requirements for tax abatement. The application states there will be a 50' X 55' (2,750sf) addition is required to fulfill the requirement for the needed new personal property. The Real Property IFT is valued at \$124,092 and the Personal Property IFT is valued at \$1,867,725 for a total investment of \$1,991,817. The plant located at 401 S. Chestnut, currently employs 85 personnel and an additional 16 will be added due to the new acquisitions.

An Industrial Facilities Tax Exemption Certificate, Act 198 of 1974, is a tax abatement which reduces the tax burden by 50%. The applicant is applying for IFT exemptions on real and personal property. These exemptions can be granted for up to 12 years.

An Industrial Development District for that area was established April 18, 1977 and amended October 9, 1978.

The next step in the process is to set a public hearing for the Industrial Facilities Tax Exemption Certificates. Attached are the resolutions setting October 15, 2012 as the date for the hearing. The city clerk has notified the taxing jurisdictions of this application as required under the city's abatement policy and will forward any responses to you. The taxing jurisdictions will also be given notice of the date of the hearings as required under the act.

As always, if you have any further questions, please feel free to contact me at (989) 725-0530.

RESOLUTION SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR
INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATES
MACHINE TOOL & GEAR, INC., DIVISION OF NEWCOR MACHINED PRODUCTS GROUP
401 S. CHESTNUT STREET

WHEREAS, application for Industrial Facilities Tax Exemptions for Real Property and New Personal Property was received September 24, 2012 from Machine Tool & Gear Incorporated, Division of Newcor Machined Products Group, along with Application for Tax Abatement per the City of Owosso Tax Abatement Policy of June 7, 2010, for property at 401 S. Shiawassee Street described as:

COMMENCING AT INTERSECTION OF EAST LINE CHESTNUT ST & SOUTHERLY RIGHT OF WAY LINE OF GRAND TRUNK RAILROAD; TH S 80*38'50" E 1317.01' TH S 02* 2'25" W 858.19' TH N 80*38'50" W 598.20' TH N 07*18'07" E 424.29' TH N 80*38'50" W 751.92' TH N 01*14'05" E 431.51' TO POB PART OF NE 1/4 SEC 23 T7N R2E 18.83 A M/L; and

WHEREAS, the applicants property is part of an Industrial Development District established April 18, 1977 and amended October 9, 1978 described as:

COMMENCING AT INTERSECTION OF EAST LINE CHESTNUT ST & SOUTHERLY RIGHT OF WAY LINE OF GRAND TRUNK RAILROAD; TH S 80*38'50" E 1317.01' TH S 02* 2'25" W 858.19' TH N 80*38'50" W 598.20' TH N 07*18'07" E 424.29' TH N 80*38'50" W 751.92' TH N 01*14'05" E 431.51' TO POB PART OF NE 1/4 SEC 23 T7N R2E 18.83 A M/L; and

WHEREAS, the Industrial Facilities Tax Exemption certificate, being part of Act 198 of 1974, is available to the city of Owosso; and

WHEREAS, city of Owosso is qualified local governmental unit and permits the city of Owosso to grant an Industrial Facilities Tax Exemption Certificate; and

WHEREAS, it was determined by city staff that the Industrial Facilities Exemption Certificate is within the guidelines of the City of Owosso Tax Abatement Policy of June 7, 2010; and

WHEREAS, notification was sent to all taxing jurisdictions per the City of Owosso Tax Abatement Policy of June 7, 2010; and

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

FIRST: the Owosso City Council sets public hearing for October 15, 2012 on or about 7:30 p.m. in the council chambers for the purpose of hearing comments for those within the proposed district, governmental taxing jurisdictions and any other resident or taxpayer, of the city of Owosso; and

SECOND: the city clerk gives the notifications as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS ___ DAY OF OCTOBER, 2012.

AYES: ___ NAYS: ___ ABSTAIN:___ ABSENT: ___

_____ ATTESTED: _____



September 6, 2012

Honorable Mayor Benjamin Frederick
City of Owosso
301 West Main Street
Owosso, Michigan 48867

RE: Economic Development Tax Abatement, Owosso Michigan

Dear Mayor Frederick & Owosso City Council:

I am pleased to inform you that Machine Tool and Gear, Inc. has received new awarded business from its automotive Tier 1 customers. We are anticipating a total additional investment of \$1.992 million for the items shown on the attached equipment list.

Machine Tool and Gear, Inc. is headquartered in Corunna, Michigan and has manufacturing operations in Corunna and Owosso, Michigan. The Owosso address is 401 South Chestnut Street. The following is a request to grant a new IFT for our Owosso facility.

This equipment purchase and operational expansion has created the need to hire 16 new employees at the Owosso facility. The investment expands our operations and improves our productivity. We are excited about the positive economic gains these investments and jobs will generate for all parties concerned.

By this letter we are requesting the support of you and the City Council in passing a resolution to approve an Industrial Facilities Tax Exemption based on the attached application and supporting documents.

Thank you for your time and consideration on the matter. Machine Tool & Gear, Inc. looks forward to working with the Owosso City government for many years to come.

Sincerely,

A handwritten signature in black ink that reads 'John N. Aldrich'. The signature is written in a cursive style with a large initial 'J'.

John N. Aldrich
Group General Manager
Machine Tool & Gear, Inc.
989-743-3936

Cc: Larry Cook
Sandy Szlachta
Dave Ochodnicky
Justin Horvath

Re: Trust

INDUSTRIAL DEVELOPMENT DISTRICT

This was the time set for Public Hearing on the City property to establish a "Industrial Development District" under the provisions of Act 198 of the Public Acts of 1974.

Proof of Publication of Notice of Hearing published in the Owosso Argus Press was filed.

The following resolution was offered by Councilman Dvorak supported by Councilman McKellar:

WHEREAS, the Owosso City Council upon its own initiative declares the following industrial property as a "Industrial Development District":

Owosso Industrial Site No. 1

C. Beg. at the int. of E R/W line Chestnut St. and S R/W line Grand Trunk RR R/W. Th S 1°52' 365' Th Sely Par to RR R/W. 1303.34' to E 1/8 line Sec. 23. S 2°10' W 364.75'. Th NWly 1301.91' Par to said RR R/W line, th N 1°52' E 365' to POB. A part of the W 1/2 of NE 1/4 Sec. 23, T7N, R2E, City of Owosso Shiawassee County, Michigan. Also, comm. at the Int. of E R/W line Chestnut St. and Sely line of Grand Trunk RR R/W th S 1°52' W 431.51' th Sely Par to said RR R/W line 751.59' to POB. Th S 9° W 425' th Sely Par to said RR R/W 594' to E 1/8 line Sec. 23, Th N 2°10' E 428.04' Th NWly par to said RR R/W 550.1' to POB. A part of W 1/2 of NE 1/4 Sec. 23, T7N, R2E, City of Owosso, Shiawassee, County, Michigan.

**As amended Oct. 1, 1978*

and,

WHEREAS, a public hearing was held by the City Council of the City of Owosso providing opportunity for any citizen or taxpayer of the City to be heard, and, no objections were received or filed to the establishment of the "Industrial Development District".

AYES: Councilmen Dvorak, Hathaway, Hood, McKellar, Seats, Councilwoman Teich, Mayor Collamer

NAYS: None

STATE OF MICHIGAN)
COUNTY OF SHIAWASSEE)

I, Florence Kohls, City Clerk of the City of Owosso do hereby certify that the above is a true and correct copy of the Resolution adopted by the City Council at its Regular Meeting held April 18, 1977.

Florence Kohls

Florence Kohls, City Clerk

AMEND MINUTES - APRIL 18, 1977

Motion by Councilwoman Teich that the minutes of the April 18, 1977 for the Owosso Industrial Site #1 be amended to read as follows:

Beg. at the int. of E R/W Line of Chestnut St. and the S R/W Line of Grand Trunk RR R/W, th. S 80°38'50" E 1317.01' par. to RR R/W Line, thn. S 2°2'25" W 858.19', th N 80°38'50" W 598.2', th N 7°18'7"E 424.29', th N 80°38'50"W 751.92', th N 1°14'5"E 431.51' to P.O.B. A part of W 1/2 of NE 1/4 Sec. 23, T7N, R2E, City of Owosso, Shiawassee County, Michigan.

Motion supported by Councilman Hartman and concurred in by unanimous vote.

STATE OF MICHIGAN)

COUNTY OF SHIAWASSEE)

I, Florence Kohls, City Clerk of the City of Owosso do hereby certify that the above is a true and correct copy of the Resolution adopted by the City Council at its Special Meeting held October 9, 1978.



Florence Kohls, City Clerk

BROOKS

YOUNGS ST.

LILLIAN ST.

50'

50'

50'

CHESTNUT ST.

401 S. Chestnut



LILLIAN ST.

50

CHESTNUT ST.

66

60

GREGORY ST.

ST.

ST.



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

MEMORANDUM

DATE: September 19, 2012

TO: City Council

FROM: Michael Compeau
Director of Public Safety

RE: Traffic Control Order No# 1280

October 11, 2012 Baker College proposes the use Main Street Plaza, Ball Street and Exchange Street Fountain Park and three parking spaces in the 100 Block of S. Washington St. from 2:00pm to 8:00pm for the Baker College Owossopalazzo Event which includes live music, food vendors and organization booths.

Owosso Main Street is requesting the insurance requirement be waived as they are working in conjunction with Owossopalooza/Baker College for this event.

The Public Safety Department has issued Traffic Control Order No# 1280 in accordance with the Rules for Issuance of Certain Traffic Control Orders; Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1280	9/20/12	1:00 PM

REQUESTED BY
Ron Baker - City Engineer
Michael Compeau – Director of Public Safety

TYPE OF CONTROL
Use of the Main Street Plaza, Ball and Exchange Street Fountain Park and three parking spaces in the 100 block of South Washington Street from 2:00 PM to 8:00 PM on October 11, 2012

LOCATION OF CONTROL
The Main Street Plaza, Ball and Exchange Street Fountain Park and three parking spaces in the 100 block of South Washington Street

APPROVED BY COUNCIL _____ 20 _____

REMARKS



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

723-8854

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

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

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

Name of individual or group: OWOSSOPALOOZA / Baker College of Owosso Date: 9.14.12

Primary Contact Person

Name: Voula Erfourth

Title: Director of Academic Advising + LSS

Address: 1020 S. Washington St

OWOSSO MI 48867

Phone: 989 729 3406

Requested Date(s): Oct. 11, 2012 Requested Hours: 2pm - 8pm

Area Requested (Parking Lot - Parade Route): Main St Plaza, Ball St Park, NW corner of Washington St & E Comstock.

Detailed description of the use for which the request is made: OWOSSOPALOOZA Event

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

Do Not Write Below This Line - For Officials Use Only

Approved Not Approved Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson



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

MEMORANDUM

DATE: September 19, 2012

TO: City Council

FROM: Michael Compeau
Director of Public Safety

RE: Traffic Control Order # 1281

John Wracan is proposing to sponsor a *Zombie Walk* event to benefit the American Red Cross. The American Red Cross supports this event but is prevented from being a co-sponsor of an event conducted by a third party.

This proposed event would take place on October 27, 2012 from 3:30pm until 6:30pm. The event will begin at the Comstock Parking Lot and proceed on the sidewalk north on Washington St. to Main St. west on Main St. to Cedar St. across Main St. and east Main St. to Ball St. north on Ball St. to Exchange St. east on Exchange St. to Washington St. and south on Washington St. to the Comstock parking lot.

Mr. Wracan is requesting the city waive the insurance requirement for this event.

Request council consider approval and waiver of insurance requirements.

If council approves this TCO order the CRW volunteer group and police department will assist in traffic control.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1281	9/20/12	1:10 PM

REQUESTED BY
Ron Baker - City Engineer
Michael Compeau – Director of Public Safety

TYPE OF CONTROL
Use of the Comstock Parking Lot and the sidewalk north on Washington Street to Main Street. West on Main Street to Cedar Street across Main Street and east Main Street to Ball Street north on Ball Street to Exchange Street east on Exchange Street to Washington Street and South on Washington Street to the Comstock Parking Lot on October 27, 2012 from 3:30 PM until 6:30 PM.

LOCATION OF CONTROL
Comstock Parking Lot and the sidewalk north on Washington Street to Main Street. West on Main Street to Cedar Street across Main Street and east Main Street to Ball Street north on Ball Street to Exchange Street east on Exchange Street to Washington Street and South on Washington Street to the Comstock Parking Lot.

APPROVED BY COUNCIL _____ 20 _____

REMARKS



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

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

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

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

Name of individual or group: John WRACAN Date: 9-14-12

Primary Contact Person Name: John WRACAN Title: Address: PO Box 236 Vermon, MI 482176 Phone: 810-624-1602

Requested Date(s): 10-27-12 Requested Hours: 3 Hours / 3:30-6:30 pm

Area Requested (Parking Lot - Parade Route): PARKING LOT BY CAPITAL BOWL WEST ON 21 TO CEDAR THEN CROSS M 21 EAST TO BALL NORTH ON BALL EAST ON EXCHANGE SOUTH ON WASHINGTON TO CAPITAL BOWL

Detailed description of the use for which the request is made: ZOMBIE WALK TO RAISE MONEY FOR THE Red cross

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

Do Not Write Below This Line - For Officials Use Only

Approved Not Approved Date: Traffic Control Order Number

Cc: DDA - Director WCIA - Chairperson

Handwritten mark or signature

RULES

1. Never, ever, touch, bother, or scare anyone during the walk.
2. Please do not touch anything! Do not touch cars, buildings, windows, store fronts, etc. Please stay in character at all times, but keep your hands to yourself.
3. Remember to always walk on the sidewalk and never in the street. Please be safe and follow all laws and signs posted along the walk just like any pedestrian would do. Again, we are a type of performing art and not a parade.
4. To take part in the walk, you must come dressed as a Zombie.

INSURANCE AND LIABILITY

Neither The American Red Cross, The City of Owosso, nor their representatives will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitors property from and cause whatsoever, prior, during or subsequent to the event.

The Exhibitor upon signing these rules expressly releases the above corporation, individuals, or municipality from any and all claims for any loss, damage or injury whatsoever.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: 27 September 2012

TO: Owosso City Council

FROM: Rick Williams, Finance Director

SUBJECT: Lease Documents for Phone System Acquisition
Council Approval – August 20, 2012

The attached lease agreement for acquisition of a new phone system has been reviewed by staff and the City Attorney and is ready for the Mayor and City Clerk to execute.

There have been two changes to the agreement since Council approved the lease on August 20th, 2012: The lessor name is Key Government Finance, in partnership with Cisco Capital, instead of the latter only and total lease payments have been reduced by \$6,357.80. The lease term remains the same and the equivalent annual percentage rate remains at zero percent. The lease payment reduction was accomplished by negotiating a reduction in support fees. Equipment and services have not changed. The timeline for installation remains at six to eight weeks from submittal of the lease packet.

If you should have any questions after reviewing the attached please don't hesitate to contact me at the above number or e-mail at Richard.Williams@ci.owosso.mi.us.

RESOLUTION NO. ____

**AUTHORIZING A LEASE AGREEMENT WITH
KEY GOVERNMENT FINANCE INCORPORATED
FOR A NEW PHONE SYSTEM AND RELATED COMPONENTS**

WHEREAS, the City Council authorized the lease purchase of a new phone system from Cisco Systems Inc, on August 20, 2012; and

WHEREAS, the lease agreement and related documents have been reviewed by staff and the City Attorney and are in proper form and substance for execution; and

WHEREAS, the lessor will be Key Government Finance Inc, in cooperation with Cisco Capital Inc.

WHEREAS, the annual lease payments over a five year term have been reduced from \$27,528.40 to \$26,256.84, a reduction of \$6,357.80.

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

FIRST: the Mayor and City Clerk are authorized to sign the lease agreement attached hereto and made part hereof.

SECOND: annual payments of \$26,256.84 for five years, subject to annual appropriation by City Council, are hereby authorized

THIRD: The above expenses shall be paid from the General Fund and various Enterprise Funds as appropriate.

Tax-Exempt Installment Purchase Agreement, Dated 9/15/2012

Accepted by Seller:

Key Government Finance, Inc. 1000 South McCaslin Blvd. Superior, CO 80027

By:

Name:

Title:

Agreed to by Purchaser:

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

By:

Name:

Title:

AGREEMENT: Seller sells, transfers and conveys to Purchaser, and Purchaser purchases and accepts from Seller, the Property described in the Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Installment Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

TERM: The Term of this Agreement shall begin on the commencement date, as noted in the Property Schedule to Tax-Exempt Installment Purchase Agreement, and shall terminate upon payment of the final Installment Payment set forth in the Property Schedule, unless terminated sooner pursuant to this Agreement of the Property Schedule.

INSTALLMENT PAYMENTS: Purchaser shall promptly pay Installment Payments in the amounts, and on the dates specified, in the Property Schedule.

NO OFFSET: THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Purchaser shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Purchaser fail to duly pay any part of any Installment Payment or other sum to be paid to Seller under this Agreement on the date on which such amount is due hereunder, then Purchaser shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Purchaser. At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Seller with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Purchaser and Seller as their respective interests may appear. All such liability insurance shall name Seller as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Seller without first giving written notice thereof to Seller at least 30 days in advance of such change of status.

TERMINATION OF SELLER'S INTEREST: To secure Purchaser's obligations hereunder, Seller is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest. If Purchaser shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Term with respect to any item of Property, Seller's interest in such Property shall terminate. Title to the Property shall be in the name of Purchaser, subject to Seller's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Seller to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Purchaser agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Seller or its assignee an after tax yield equivalent to the tax exempt rate and Seller shall notify Purchaser of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Seller, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser hereby represents and warrants to Seller that: (a) Purchaser is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Purchaser is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Purchaser has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Seller, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Purchaser only for essential governmental or proprietary functions of Purchaser consistent with the scope of Purchaser's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Purchaser's need for the Property is not expected to diminish during the term of the Agreement. (e) Purchaser has funds available to pay Installment Payments until the end of its current appropriation period and Purchaser covenants to include all Installment Payments due under the Property Schedule in its annual budget and to make the necessary annual appropriation for all such Installment Payments in each appropriation period, from now until the end of the Term of this Agreement. (f) The Purchaser shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for

KEYCORP CONFIDENTIAL - This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

administration of, and ownership interest in this Agreement. (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

INDEMNIFICATION OF SELLER: To the extent permitted by law, Purchaser shall indemnify and save Seller harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Purchaser, (b) any breach or default on the part of Purchaser in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the purchase of the Property, (c) any act of negligence of Purchaser, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Purchaser, or (f) Seller's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Seller, its directors, officers, agents, employees, successors, or assignees. Purchaser's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Installment Payments under this Agreement, this Agreement shall terminate and Purchaser shall not be obligated to make Installment Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Purchaser shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, deliver possession of the Property to Seller. If Purchaser fails to deliver possession of the Property to Seller, the termination shall nevertheless be effective but Purchaser shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Purchaser fails to deliver possession and for any other loss suffered by Seller as a result of Purchaser's failure to deliver possession as required. Purchaser shall notify Seller in writing within seven (7) days after the failure of the Purchaser to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the Installment Term or result in any liability to Purchaser.

ASSIGNMENT BY PURCHASER: Without Seller's prior written consent, Purchaser may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY SELLER: Seller may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of Seller hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) Default by Purchaser in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Purchaser to Seller under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Seller to Purchaser, or (b) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Purchaser, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Purchaser, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Purchaser.

REMEDIES OF SELLER: Upon the occurrence of any Event of Default and at any time thereafter, Seller may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect: (a) terminate the Agreement and all of Purchaser's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Purchaser of any or all items of Property wherever found and for this purpose enter upon Purchaser's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Purchaser and Seller may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Seller an amount equal to the total unpaid principal component of Installment Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Seller's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Purchaser or such other creditor of Purchaser as may be entitled thereto, and further continuing to hold Purchaser liable for any deficiency for items (i), (ii) and (iii) after application of the proceeds; (c) proceed by appropriate court action or actions to enforce performance by Purchaser of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Seller at law or in equity or otherwise; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term and any outstanding principal component of Installment Payments to be immediately due and payable without any presentment, demand or protest and/or take any and all actions to which Seller shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Seller is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Seller or Purchaser at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Seller and Purchaser constitute the entire agreement between Seller and Purchaser with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the state in which Purchaser is located. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule to Tax-Exempt Installment Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Installment Purchase Agreement dated as of 9/15/2012 between Seller and Purchaser.

1. Interpretation. The terms and conditions of the Tax-Exempt Installment Purchase Agreement (the "Agreement") are incorporated herein.
2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. Commencement Date. The Commencement Date for this Property Schedule is 9/15/2012.
4. Term and Payments. Term and Installment Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the first day of each monthly period in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto. In lieu of the Acceptance Date for commencement of Installment Payments, the date of deposit of the Property Cost into the escrow by Seller shall be used. Purchaser shall have the option to prepay the Installment Payments due under this Property Schedule by paying the Concluding Balance shown in the table below, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Seller at its place of business by 9/28/2012.
6. Property Cost. The total acquisition cost of the Property is \$131,284.20.
7. Opinion of Counsel. Purchaser has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit D.
9. Effective Interest Rate. 2.876%.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc. in the amount of \$7,819.51. This payment will be made by Cisco to Lessor.

Payment No.	Payment Due Date	Payment Made by Cisco	Installment Payment	Principal Portion	Interest Portion	Concluding Balance (with Installment Payment on Due Date)
1	15-Sep-2012	7,819.51		7,819.51	0.00	127,168.63
2	15-Nov-2012		26,256.84	25,664.37	592.47	100,734.33
3	15-Nov-2013		26,256.84	23,406.95	2,849.89	76,625.18
4	15-Nov-2014		26,256.84	24,089.02	2,167.82	51,813.48
5	15-Nov-2015		26,256.84	24,790.98	1,465.86	26,278.78
6	15-Nov-2016		26,256.84	25,513.38	743.46	-0.01

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Seller: Key Government Finance, Inc.
By:
Name:
Title:

Purchaser: City of Owosso
By:
Name:
Title:

Attest By:
Name:
Title:

Addendum to Tax-Exempt Installment Purchase Agreement

Michigan – Counties and Municipalities

THIS ADDENDUM, which is entered into as of 9/15/2012 between Key Government Finance, Inc. ("Seller") and City of Owosso ("Purchaser"), is intended to modify and supplement the Tax-Exempt Installment Purchase Agreement between Seller and Purchaser of even date herewith (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

In addition to the representations and warranties of Purchaser set forth in the Agreement, Purchaser shall be deemed, as of the Commencement Date for each Agreement, to represent, covenant and warrant for the benefit of Seller, any Agent and any Registered Owners, as follows:

(a) The Term of the Agreement does not exceed the useful life of the Property thereunder.

(b) Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule. Without limiting the foregoing, (i) if Purchaser is a county, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 46.11b(1) and (2); and (ii) if Purchaser is a city, township or village, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 123.721.

The parties agree that each Property Schedule constitutes an installment contract pursuant to Mich. Comp. Laws Section 46.11b (if the Lessee is a county) or Mich. Comp. Laws Section 123.721 (if the Lessee is a municipality)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Seller: Key Government Finance, Inc.
By:
Name:
Title:

Purchaser: City of Owosso
By:
Name:
Title:

Attest
By:
Name:
Title:

EXHIBIT A

Property Description

Equipment as referred to an incorporated herein by this reference.

Qty	Part Number	Description
60	DWP-L5E0X-07A	CAT5E PATCH CABLES
10	DWP-L5E0X-10A	CAT5E PATCH CABLES
10	DWP-L5E0X-14A	CAT5E PATCH CABLES
1	ASA5515-K9	ASA 5515-X with SW, 6GE Data, 1GE Mgmt, AC, 3DES/AES
1	ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software
1	ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)
1	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)
1	SF-ASA-8.6-K8	ASA 5500 Series Software Ver. 8.6 for ASA 5512X--5555X, DES
1	ASA-AC-E-5515	AnyConnect Essentials VPN License - ASA 5515-X (250 Users)
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
1	CON-SNTP-A15K9	SMARTNET 24X7X4 ASA 5515-X with SW, ASA5515-K9
12	ATA187-I1-A=	Cisco ATA 187 with configurable impedance
12	ATA187PWRCORD-NA	ATA187 power supply cable for North America ATA187-I1-A=
1	C2901-CME-SRST/K9	2901 UC Bundle w/ PVD3-16,FL-CME-SRST-25, UC License PAK
1	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license
1	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash
1	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)
1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
1	PVD3-16	16-channel high-density voice and video DSP module
1	PWR-2901-AC	Cisco 2901 AC Power Supply
1	SL-29-IPB-K9	IP Base License for Cisco 2901-2951
1	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
1	CON-SNTP-2901CMST	SMARTNET 24X7X4 2901 Voice Bundle w/ UC License PAK
1	FL-SRST	Cisco Survivable Remote Site Telephony License
1	S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL
1	VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)
1	VIC3-2FXS/DID	Two-Port Voice Interface Card- FXS and DID C2901-CME-SRST/K9
1	C2901-CME-SRST/K9	2901 UC Bundle w/ PVD3-16,FL-CME-SRST-25, UC License PAK
1	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license
1	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash
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1	C2901-CME-SRST/K9	2901 UC Bundle w/ PVD3M-16,FL-CME-SRST-25, UC License PAK
1	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license
1	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash
1	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)
1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
1	PVD3M-16	16-channel high-density voice and video DSP module
1	PWR-2901-AC	Cisco 2901 AC Power Supply
1	SL-29-IPB-K9	IP Base License for Cisco 2901-2951
1	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
1	CON-SNTP-2901CMST	SMARTNET 24X7X4 2901 Voice Bundle w/ UC License PAK
1	FL-SRST	Cisco Survivable Remote Site Telephony License
1	S29UK9-15104M	Cisco 2901-2921 IOS UNIVERSAL
1	VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)
1	VIC3-2FXS/DID	Two-Port Voice Interface Card- FXS and DID
		C2901-CME-SRST/K9
1	C2951-CME-SRST/K9	2951 UC Bundle w/ PVD3M-32,FL-CME-SRST-25, UC License PAK
1	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license
1	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash
1	MEM-2951-512MB-DEF	512MB DRAM (1 512MB DIMM) for Cisco 2951 ISR (Default)
1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
1	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply
1	SL-29-IPB-K9	IP Base License for Cisco 2901-2951
1	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
1	CON-OSP-2951CMST	ONSITE 24X7X4 2951 Voice Bundle w/ UC License PAK
2	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license
1	FL-SRST	Cisco Survivable Remote Site Telephony License
1	PVD3M-32U64	PVD3M 32-channel to 64-channel factory upgrade
1	S2951UK9-15104M	Cisco 2951 IOS UNIVERSAL
1	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)
1	VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID
1	VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
		C2951-CME-SRST/K9
5	CAB-CONSOLE-RJ45=	Console Cable 6ft with RJ45 and DB9F
1	CMBE6K-UWL-K9	Unified CMBE 6000 Workspace Bundle - Top Level
1	CCX-85-CMBUNDLE-K9	CCX 8.5 Promo Bundle available only with NEW CUCM or BE6000
1	CIPC-UWL-RTU	CIPC UWL Right to Use Certificate
1	CIT-SD-16G-C220	16GB SD Card Module for C220 servers
50	CUCM-BE-WL-BDL	Starter bundle CUWL BE licenses for service mapping
938	CUCM-UWL-BE	Unified Communications Manager UWL-BE DLU Bundle
1	CUCM-UWL-PAK	CUCM Claim Certificate for UWL
1	CUP-86-UWL-K9-PAK	Unified Presence 8.6 PAK
80	CUP-86-UWL-USR	Unified Presence 8.6 Users
1	JABBER-IM-RTU	Jabber for Everyone Right to Use
1	R2XX-RAID10	Enable RAID 10 Setting
4	UC-A03-D500GC3	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted
2	UC-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz
4	UC-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v
1	UC-PSU-650W	650W Power Supply Unit For UCSC C220 Rack Server
1	UC-RAID-9266	MegaRAID 9266-8i + Battery Backup for C240 and C220
1	UCM-7825-86-KIT	CUCM Auto-Expansion Media Kit
1	UCM-S-UCS-NODE	CUCM CUCM-UCS-1000 Node
1	UCSC-C220-M3SBE	UCS C220 M3S BE Server

1	UCSS-ANLG-PAK	PAK for Analog UCSS
1	UCSS-PUB-PAK	UCSS Public Space Devices Product Authorization Key
1	UCSS-UWL-BE-PK	UCSS Product Activation Key for CUWL BE
1	UCXN8-BE-PAK	Unity Connection 8.x BE PAK
80	UCXN8-UWL-USR	Unity Connection 8.x User
1	UPM-BE6K-8-K9	Cisco Unified Provisioning Manager for BE6K 8.6 Image
1	VMW-VS5-SNS	Vmware vSphere Hypervisor SnS 5.0
24	ANLG-DEV-UWL-BE	Analog device UWL BE
1	BE6K-UWL-50USR	BE 6000 UCS C200M2, Vmware Hyp + 50 CUWL BE
2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
24	CON-ESW-ANLGDDEVU	ESSENTIAL SW Analog device UWL BE
1	CON-ESW-CMBUNDK9	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL
50	CON-ESW-CUCMBEWL	ESSENTIAL SW Starter bundle CUWL BE licenses
30	CON-ESW-LICUWLBE	ESSENTIAL SW UWL Business Edition 1 User
2	CON-ESW-PUBIPDEV	ESSENTIAL SW Public space device UWL BE
1	CUP-86-UWL	Cisco Unified Presence 8.6 for CUWL only
1	CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise
1	IPC8-CLIENT-UWL	IP Communicator 8.x for CUWL only
1	JABBER-IM-ADDON	Jabber for Everyone Additional IM Users
30	LIC-UWL-BE	UWL Business Edition 1 User
2	PUB-IPDEV-UWL-BE	Public space device UWL BE
1	UCM-7825-86	Unified Communications Manager 8.6 Server Software
24	UCSS-ANLG-1-1	UCSS for UCM analog user for One Year - 1 user
80	UCSS-CMBE-WL1	1yr CUWL Business Edition - 1 User for Gov/Edu only
2	UCSS-PUB-1-1	UCSS for UCM Pub user for One Year - 1 user
1	UNCN8-VMWARE-UWL	Unity Connection 8.x for VMWare
1	VMW-VS5-HYP-K9	Vmware vSphere - Hypervisor 5.0
		CMBE6K-UWL-K9
1	CON-UCS3-C220M3SF	UC SUPPORT 24X7X4 UCS C220 M3 SFF w/o
2	CP-7915=	7915 UC Phone Grayscale Expansion Module
2	CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America
		CP-7915=
2	CP-7937-MIC-KIT=	Microphone Kit (7 ft) for 7937
2	CP-7937G=	Cisco UC Conference Station 7937 Global
44	CP-7945G=	Cisco UC Phone 7945, Gig Ethernet, Color, spare
29	CP-7965G=	Cisco UC Phone 7965, Gig Ethernet, Color, spare
2	CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America
2	CP-SINGLFOOTSTAND=	Footstand kit for single 7914, 7915, or 7916
1	WS-C2960-24PC-L	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
1	CON-SNT-C29602PC	SMARTNET 8X5XNBD Cat2960 24 10/100 PoE-2T/SFP LAN Bse Im
1	GLC-SX-MM=	GE SFP, LC connector SX transceiver
		WS-C2960-24PC-L
1	WS-C2960-24PC-L	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
1	CON-SNT-C29602PC	SMARTNET 8X5XNBD Cat2960 24 10/100 PoE-2T/SFP LAN Bse Im
		WS-C2960-24PC-L
1	WS-C2960-24PC-L	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
1	CON-SNT-C29602PC	SMARTNET 8X5XNBD Cat2960 24 10/100 PoE-2T/SFP LAN Bse Im
		WS-C2960-24PC-L
1	WS-C3560-8PC-S	Catalyst 3560 Compact 8 10/100 PoE + 1 T/SFP; IP Base Image
1	CAB-L620P-C13-US	Power Cord, 250VAC, 15A, NEMA L6-20 to C13, US
1	CON-SNT-WSC3568	SMARTNET 8X5XNBD Catalyst 3560 8 10/1

1	GLC-SX-MM=	GE SFP, LC connector SX transceiver WS-C3560-8PC-S
1	WS-C4507RES6L+96V+	4507R+E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E
4	CVR-X2-SFP	Cisco TwinGig Converter Module
1	WS-X45-SUP6L-E	Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig
2	WS-X4648-RJ45V+E	Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45)
1	C4500E-S6L-DEFAULT	Default WS-X45-SUP6L-E with WS-X4648-RJ45V+E Bundle
2	CAB-AC-2800W-TWLK	U.S. Power Cord, Twist Lock, NEMA 6-20 Plug
1	CON-SNTP-4507RS6+	SMARTNET 24X7X4 4507R+E Chassis, Two
1	GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM
1	GLC-T	1000BASE-T SFP
1	PWR-C45-1300ACV	Catalyst 4500 1300W AC Power Supply (Data and PoE)
1	PWR-C45-1300ACV/2	Catalyst 4500 1300W AC Power Supply (Data and PoE)
1	S45EIPBK9-15101SG	Cisco CAT4500E IOS IP BASE SSH
1	WS-X45-SUP6L-E/2	Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig WS-C4507RES6L+96V+

EXHIBIT B
Certificate of Acceptance to Tax-Exempt Installment Purchase Agreement

This **Certificate of Acceptance** is pursuant to Tax-Exempt Installment Purchase Agreement dated as of 9/15/2012 and the related Property Schedule, between Seller and Purchaser (the "Agreement").

1. Property Acceptance. Purchaser hereby certifies and represents to Seller that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Purchaser will immediately begin making Installment Payments in accordance with the times and amounts specified herein. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER.

IN WITNESS WHEREOF, Purchaser has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Purchaser: City of Owosso
By:
Name:
Title:

EXHIBIT C

Purchaser's Counsel's Opinion

[To be provided on letterhead of Purchaser's counsel.]

[Address to Seller and Purchaser]

RE: Tax-Exempt Installment /Purchase Agreement dated as of 9/15/2012, and the related Property Schedule, between Key Government Finance, Inc. and City of Owosso.

Ladies and Gentlemen:

We have acted as special counsel to City of Owosso ("Purchaser"), in connection with the Tax-Exempt Installment Purchase Agreement, and Property Schedule dated as of 9/15/2012, between City of Owosso, as Purchaser, and Key Government Finance, Inc. as Seller, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Purchaser is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Purchaser has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. All proceedings of Purchaser and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

4. The Agreement has been duly executed and delivered by Purchaser and constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Purchaser, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Purchaser to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Seller, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF PURCHASER'S COUNSEL

EXHIBIT D

Purchaser's Certificate

Re: Tax-Exempt Installment Purchase Agreement dated as of 9/15/2012, and the related Property Schedule, between Key Government Finance, Inc. and City of Owosso.

The **undersigned attestor**, being the duly elected, qualified and acting _____ of the City of Owosso ("Purchaser") do hereby certify, as of 9/15/2012, as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Tax-Exempt Installment Purchase Agreement, together with the Property Schedule (the "Agreement") by the following named representative of Purchaser, to wit:

NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Purchaser held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Purchaser, at which the Agreement was approved and authorized to be executed, was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to this Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Purchaser.

6. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Purchaser to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of, or security for, the Agreement.

City of Owosso
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.



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

MEMORANDUM

DATE: October 1, 2012

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Request for Approval of Change Order #1 and Payment for Work Completed on the 2012 Sidewalk Replacement Project

In July of this year Council approved a contract with Seifert Construction Company for the annual sidewalk replacement project to replace damaged or substandard sidewalk sections. In an effort to fully improve the sidewalks in the target area the company installed approximately 550 square feet more than estimated in the original contract, necessitating Change Order#1 for the additional labor and materials.

Seifert has completed the project and is now requesting payment. A \$500 retainer will be held until spring to cover any repairs to lawn restorations that may not make it through the winter. Council previously approved payment up to the amount of the original contract and now must consider payment of the amount detailed in Change Order #1.

Staff recommends Council approval of the attached Change Order #1 adding \$874.35 to the contract with Seifert Construction Company for the 2012 Sidewalk Replacement Project and further approval of payment, including this additional amount, for work completed in the amount of \$1,798.55.

RESOLUTION NO.

**AUTHORIZING A CHANGE ORDER
TO THE CONTRACT WITH
SEIFERT CONSTRUCTION COMPANY
FOR THE 2012 SIDEWALK REPLACEMENT PROJECT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Seifert Construction Company on July 2, 2012 for the 2012 Sidewalk Replacement Project bid; and

WHEREAS, additional materials were required for the removal and replacement of city sidewalks.

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

- FIRST: The City of Owosso amends the contract with Seifert Construction Company to add additional work to their contract in the amount of \$874.35.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit A, Amendment to the Contract for services between the City of Owosso and Seifert Construction Company increasing the total amount by \$874.35.
- THIRD: Payment of the amount noted above is hereby authorized.
- FOURTH: The above expense shall be paid from the Major and Local Street Maintenance Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS 1st DAY OF OCTOBER, 2012.

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

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

TO: Seifert Construction

Date: 9/26/2012

CONTRACT: 2012 SIDEWALK PROJECT

PROJECT NO.: _____

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

1 Item No.	2 Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
1	(+553.4 SFT of 4" Sidewalk Removal and Replacement @ \$3.25/SFT)		\$1,798.55
2	(-65 SFT of 6" Concrete Replacement @ \$3.75/ SFT)	(\$243.75)	
3	(-651.5 SFT of Lawn Restoration @ \$0.80/SFT)	(\$521.20)	
4	(-91 LFT of Sawcut @ \$1.75/LFT)	(\$159.25)	
Change in contract price due to this Change Order			
	Total Decrease	(\$924.20)	
	Total Increase	XXXXXXXXXXXXXX	\$1,798.55
	Difference between Co. 3 & 4		
	Net INCREASED contract price		\$874.35

Original Contract Price:	\$ 24,850.00
Total Net Addition or Deduction by previous C.O. No.	\$ -
Total Amount of Contract Prior to this Change Order: 1	\$ 24,850.00
Net Addition or Deduction this Change Order No.:	\$ 874.35
Net Amount of Contract to date:	\$ 25,724.35

This time provided for completion in contract is increased by 15 calendar days.
This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by: _____

Approved by: _____

Accepted by: _____

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

Page 1 of Pages

1. Estimate No.: 4

4. Date Prepared 9/21/2012 5. Period Ending 9/7/2012

2. Sponsor's Name
CITY OF OWOSSO

3. Sponsor's Address
**301 W. MAIN
OWOSSO, MI 48867**

6. Project No.

7. Name of Project
2012 SIDEWALK PROJECT

8. Location of Project
VARIOUS STREETS

9. State: Mi

10. Name of Contractor
Seifert Construction

11. Address of Contractor
**608 W. Oak St.
Ashley MI 48806**

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

13. Description of Work
N. W. PART OF CITY SIDEWALK REMOVAL AND REPLACEMENT.

14. Sponsor's Contract No.

15. Original Estimated Cost this Contract or Force Account
\$24,850.00

16. Completion Time:

17. Percent Physical Completion

18. Dates

a. Notice to Proceed

b. Work to Commence

c. Completion Date

d. Est. or Actual Completion
103.52%

19. No of Days Contractor is
a. Ahead b. In Arrears

20. Item No. 21. Description of Item

22. LATEST REVISED DETAILED ESTIMATE

23. WORK PERFORMED TO DATE

20 Item No.	21. Description of Item	22. LATEST REVISED DETAILED ESTIMATE				23. WORK PERFORMED TO DATE			
		a. Quantity	b. Unit	c. Unit Price	d. Amount	a. Quantity	b. Amount	c. %	
1	4" Sidewalk Removal and Replacement	6000	SFT	\$ 3.25	\$ 19,500.00	6,553.40	\$ 21,298.55	109%	
2	6" Concrete Replacement	600	SFT	\$ 3.75	\$ 2,250.00	535.00	\$ 2,006.25	89%	
3	Lawn Restoration	3000	SFT	\$ 0.80	\$ 2,400.00	2,348.50	\$ 1,878.80	78%	
4	Saw cut	400	SFT	\$ 1.75	\$ 700.00	309.00	\$ 540.75	77%	
TOTAL							\$	25,724.35	
LESS RETAINAGE								\$500.00	
SUB TOTAL							\$	25,224.35	
LESS PREVIOUS PAYMENT							\$	23,425.80	
TOTAL DUE							\$	1,798.55	

24. CERTIFICATION OF CONTRACTOR

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

BY: _____

Date

Name of Contractor

Signature

Title

25. ACKNOWLEDGMENT AND CONCURRENCE OF PROJECT ENGINEER

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

Date

Signature, Director of Public Services



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

MEMORANDUM

DATE: October 1, 2012

TO: Owosso City Council

FROM: Mark A. Sedlak
Director of Public Services

RE: Bid Award for 2012 Street Patching Bid

One-Way Asphalt Paving & Excavating, Inc. of Williamston is the low bidder for the 2012 Street Patching Bid. These are asphalt pavement repairs caused by watermain and gas line repairs as well as bad areas of pavement caused by weak sub-base in a street with generally good pavement.

We recommend Council accept the bid of One Way Asphalt in the amount of \$14,216.00 for the 2012 Street Patch Bid and to approve payment up to the bid amount.

RESOLUTION NO.____

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE 2012 STREET PATCHING PROJECT
WITH ONE-WAY ASPHALT PAVING & EXCAVATING, INC.**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the street patches in many of the streets in the City need to be permanently patched with a hot mixed asphalt to prevent water from getting into the sub base of the street which accelerates the deterioration of the street pavement and that this pavement maintenance is advisable, necessary and in the public interest; and

WHEREAS, the City of Owosso sought bids to permanently patch these streets; a bid was received from One-Way Asphalt Paving & Excavating, Inc.; and it is hereby determined that One-Way Asphalt Paving & Excavating, Inc. is qualified to provide such services and that it has submitted the lowest responsible and responsive bid;

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ One-Way Asphalt Paving & Excavating, Inc. for pavement patching as part of the 2012 Street Patching Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the City of Owosso, Michigan and One-Way Asphalt Paving & Excavating, Inc., with a \$14,216.00 bid.
- THIRD: The above expenses shall be paid from the 2012-2013 Major and Local Street Maintenance Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 1st DAY OF OCTOBER, 2012.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

CITY OF OWOSSO

ATTEST:

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/25/2012

DEPT. DPW

SUBJECT: 2012 Street Patch Bid

ITEM #	DESCRIPTION	EST. QTY	UNIT	One Way Asphalt Williamston, MI		American Asphalt Lansing, MI		C & D Hughes Charlotte, MI	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	4" patches	2,000	SFT	\$ 3.40	\$ 6,800.00	\$ 4.37	\$ 8,740.00	\$ 6.00	\$ 12,000.00
2	6" patches	700	SFT	\$ 4.80	\$ 3,360.00	\$ 6.65	\$ 4,655.00	\$ 8.00	\$ 5,600.00
3	8" patches	300	SFT	\$ 5.25	\$ 1,575.00	\$ 8.76	\$ 2,628.00	\$ 10.00	\$ 3,000.00
4	10" patches	45	SFT	\$ 6.80	\$ 306.00	\$ 11.06	\$ 497.70	\$ 14.00	\$ 630.00
5	12" patches	300	SFT	\$ 7.25	\$ 2,175.00	\$ 13.30	\$ 3,990.00	\$ 18.00	\$ 5,400.00
TOTAL BID					\$ 14,216.00		\$ 20,510.70		\$ 26,630.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT. HEAD: MARK A. SEDUK

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: 4-24-13

AWARDED: _____

PURCH. AGENT: [Signature]

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: 4-24-13

COUNCIL APPROVED: _____

STAFF REC.: ONE WAY ASPHALT

SOLE PROPRIETORSHIP
EXPIRATION DATE: _____

PO NUMBER: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/25/2012
 DEPT. DPW

SUBJECT: 2012 Street Patch Bid

ITEM #	DESCRIPTION	EST. QTY	UNIT	Mike & Son Asphalt Bath, MI		Michigan Paving Lansing, MI		Pyramid Paving Bay City, MI	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	4" patches	2,000	SFT	\$ 7.50	\$ 15,000.00	\$ 13.20	\$ 26,400.00	\$ 19.88	\$ 39,760.00
2	6" patches	700	SFT	\$ 15.00	\$ 10,500.00	\$ 23.05	\$ 16,135.00	\$ 25.68	\$ 17,976.00
3	8" patches	300	SFT	\$ 20.00	\$ 6,000.00	\$ 34.05	\$ 10,215.00	\$ 33.13	\$ 9,939.00
4	10" patches	45	SFT	\$ 40.00	\$ 1,800.00	\$ 44.65	\$ 2,009.25	\$ 42.73	\$ 1,922.85
5	12" patches	300	SFT	\$ 25.00	\$ 7,500.00	\$ 53.35	\$ 16,005.00	\$ 55.13	\$ 16,539.00
TOTAL BID					\$ 40,800.00		\$ 70,764.25		\$ 86,136.85

Totals for Items 3, 4 & 5 on submitted bid do not equal totals on bid tab
 Submitted bit total is \$86,135.29 - on bid tab - total is \$86,136.85

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:



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

MEMORANDUM

DATE: September 26, 2012

TO: City Council

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

RE: Purchase of new Tink C-721 Claw wJRB Coupler for John Deere 544H Loader

The Public Works Department is requesting Council approve the purchase of a new Tink C-721 w/JRB Coupler from AIS Equipment for \$15,400. 00. AIS Equipment is a supplier of John Deere equipment and the sole-source provider. This purchase will help the public works department pick up leaves this fall as the older leaf machines are obsolete and getting difficult to purchase parts for.

If you have any questions, please call me at 725-0551.

RESOLUTION NO.

**AUTHORIZING THE PURCHASE OF ONE JOHN DEERE TINK C720 CLAW W/JRB COUPLER
FOR 544H JOHN DEERE LOADER**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the current leaf equipment has become obsolete and it is difficult to obtain replacement parts; and

WHEREAS, the City of Owosso has determined AIS Construction Equipment Corporation supplies alternative equipment that could be employed with currently owned resources to accomplish the leaf pick up program; and

WHEREAS, AIS Construction Equipment Corporation is the sole provider of the equipment in question.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase one John Deere Tink C720 Claw with JRB coupler to aid in the removal of leaves during fall leaf pick-up season.
- SECOND: The City Council waives competitive bidding procedures to utilize a sole source seller.
- THIRD: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Purchase Between the City of Owosso, Michigan and AIS Construction Equipment Corporation in the amount of \$15,400.00.
- FOURTH: Payment is hereby authorized in an amount not to exceed \$15,400.00.
- FIFTH: The above expenses shall be paid from the Revolving Equipment Fund.



No Backstop!



WARRANT 449
September 25, 2012

Vendor	Description	Fund	Amount
Logicalis Inc.	Network Engineering Support August 2012	General	\$8,568.00
		TOTAL	\$8,568.00



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

MEMORANDUM

DATE: September 26, 2012

TO: Owosso City Council

FROM: Sarah Warren-Riley, Housing Program Manager

RE: Finalization of 1409 W. Main St. Property Sale

At the September 4th city council meeting staff made a recommendation to transfer the vacant property located at 1409 W. Main St. to the Shiawassee Homebuilder's Association for the sum of \$1.00. This property was acquired as a donation from Wells Fargo Bank. To meet the city's long term goal of preserving the property and returning it to the tax roll, the conditions of sale to the Homebuilder's Association require that the house be rehabilitated to meet code and marketed for sale to the general public within 6 months.

At that time, council authorized a 21 day posting of the purchase agreement to meet city charter requirements on the disposition of city owned real property. During the 21 day posting period no comments on the transaction were received. Therefore, staff recommends approval of the proposed resolution authorizing the sale of this property to the Shiawassee Homebuilder's Association as proposed.

RESOLUTION NO. ____

**APPROVING SALE OF PROPERTY OF
CITY OWNED PROPERTY ON WEST MAIN STREET
TO SHIAWASSEE HOMEBUILDER'S ASSOCIATION**

WHEREAS, the city was deeded, via a donation from Wells Fargo Bank, a parcel of real property with a single family structure, located at 1409 West Main Street, and described as follows;

LOT 7 BLK 15 CITY ASSESSORS PLAT 3

and

WHEREAS, the city council directed staff to find an appropriate avenue for rehabilitation and transfer of the property back onto the market; and

WHEREAS, after exploring alternatives, the city staff engaged the Shiawassee Homebuilder's Association (SHA) to rehabilitate the house; and

WHEREAS, the SHA is a local non-profit whose professional members are uniquely suited to undertaking such a project without any additional assistance, subsidy, or intervention by the city; and

WHEREAS, the rehabilitation, operation, and sales costs for the structure effectively eliminate any exchange value of the property; and

WHEREAS, the city's Disposition of City-Owned Real Property permits a negotiated sale to such an entity when the property "is to be developed in a manner that would satisfy a long term objective of the city" as long as "the objectives of the city are protected by the sale agreement." (Procedure, D, g)

WHEREAS, on September 4, 2012 the city council approved a 21 day posting period to the receive citizen comment and competitive offers for the property; and

WHEREAS, no offers were received within given time.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THAT:

FIRST: The property be sold to the Shiawassee Homebuilder's Association for the price of \$1.00 in accordance with the terms included in the purchase agreement, including the rehabilitation of the house within six (6) months of acquisition.

SECOND: The mayor and city clerk are instructed and authorized to sign appropriate documents to execute the sale.

REAL ESTATE BUY AND SELL AGREEMENT

Date: 8/16/12

Order No.: _____

Seller(s): CITY OF OWosso and
(Print full legal names of ALL Sellers and their marital status)

Purchaser(s): HOMEBUILDERS ASSOCIATION OF SHAWANEE COUNTY
(Print full legal names of ALL Purchasers and their marital status)

hereby offers and agrees to sell/purchase the following land:

Property Description: Situated in the: City, Township, or Village of OWosso, SHAWANEE County, Michigan, described as: (legal)

Street Address: 1409 W. MAIN, Parcel ID: 050 113 015 008-00, together with all improvements and appurtenances, including all lighting fixtures, attached water purification system, bulbs; all window treatments, blinds, shades & hardware; wall to wall and/or attached carpeting; fireplace screen(s), glass doors(s), gas logs, insert(s) & grate(s); ventilating fixtures, storm windows and storm doors, screens, awnings, garage door opener(s), including any transmitter(s); water softener (unless rented), built-in kitchen equipment, attached mirrors, all ceiling fans, all attached shelving and attached work benches, attached humidifiers, stationary laundry tubs, water pressure tank; TV antenna, rotors and controls, satellite dish & accessories; security systems (unless rented), mailboxes, all support equipment for pools, attached outdoor grill(s), detached buildings, all landscaping, fence(s), fuel in tanks(s), if any, gas conversion unit and permit, subsurface rights; plus any and all items and fixtures permanently affixed to the property and also including the following items:

Sales Price: For the sum of ONE dollars, (\$ 1.00) subject to all existing building and use restrictions, easements, right-of-way and zoning ordinances affecting the use of the property, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: All moneys must be paid in form of certified funds. The sale will be completed by the following method indicated as marked below (others do not apply): Check one of 5 below, and fill in the applicable lines.

Cash Sale: Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in certified check.

Cash Sale with new Mortgage: Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in certified check. This agreement is contingent upon the Purchaser(s) being able to secure a _____ mortgage for a term of _____ years in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash, unless otherwise stated. Purchaser agrees to make formal application for such mortgage at Purchaser's expense within _____ calendar days from Seller's acceptance of this offer. Purchaser agrees to promptly comply with lender's request for information required to process the loan application. Purchaser agrees to obtain a policy of flood insurance if required by the mortgage lender. If a firm commitment for such mortgage cannot be obtained within _____ calendar days from date of Seller's acceptance, this offer shall be declared null and void and the deposit shall be returned to the Purchaser unless time has been previously extended, in writing, by both the Purchaser and Seller, (A commitment subject to the sale or closing of Purchasers present home is not a firm mortgage commitment). F.H.A. Addendum is attached

Sale to Existing Mortgage: Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of purchase money is to be made in certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately \$ _____ Dollars, with interest at _____ per cent, which mortgage requires payments of \$ _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If Seller has any accumulated funds held in escrow for the payment for any prepaid items, the purchaser agrees to reimburse the Seller upon proper assignment of it. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.

Sale on Land Contract: Payment of the sum of \$ _____ Dollars in certified check, and the execution of a Land Contract upon the CISLO TITLE COMPANY form, acknowledging payment of the sum and calling for the payment of the purchase money within _____ years from the date of Contract in monthly payments of not less than \$ _____ Dollars each, which include interest payments at the rate of _____ per cent per annum, and which DO, DO NOT include prepaid taxes and insurance.

Sale to Existing Land Contract: If the Seller's title to said land is evidenced by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of it.

Purchaser initials Jim

Seller initials /

Evidence of Title: As evidence of title, Seller agrees to furnish Purchaser as soon as possible, without expense to Purchaser, a complete commitment for and Policy of Title Insurance with Eagle Protection added, issued by CISLO TITLE COMPANY in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement no later than 10 calendar days prior to closing.

Title Objections: If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such commitment for a title policy within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

Time of Closing: If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale on or about SEPT. 30 2012 but no later than NOV 30 2012 unless otherwise mutually agreed in writing. However, if the sale is to be consummated in accordance with a new mortgage, then the closing will be governed by the time specified for obtaining a mortgage. The closing of this sale shall take place at the office of Cislo Title Company unless otherwise specified by the Seller and Purchaser.

Default: In the event of default by the Purchaser, the Seller may elect to enforce the terms hereof, or demand forfeit of Purchaser's earnest money deposit in full termination of this agreement. In the event of default by the Seller hereof, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of the entire earnest money deposit in full termination of this agreement upon execution of mutual release signed by the parties.

Possession: If the Seller occupies the property, it shall be vacated on or before 0 calendar days after closing, not later than 11:59 PM; from the date of the closing to the date of vacating property as agreed, SELLER SHALL PAY 1/30th of the Purchaser's principal & interest mortgage payment(s), taxes (1 year), and homeowners, flood, & mortgage insurance (1 year), or the sum of \$ NA per day. The Escrow Agent shall retain from the amount due Seller at closing the sum of \$ _____ security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker, Escrow Agent, or Purchaser. Seller and Purchaser agree to execute a Mutual Release of Rent Escrow Agreement. If tenants occupy the property, possession shall be granted at closing, unless otherwise agreed in writing. Broker or Escrow Agent has no obligation implied or otherwise to assure that the premises are vacated or for the condition of the property, and is only acting as an escrow agent.

Taxes and Prorated Items: The Seller(s) shall pay all taxes and assessments for which tax bills have been issued at date of this agreement. The current year taxes, if any, shall be prorated and adjusted indicated by "X" below. Check one of 4 statements below

- 365/366 Year Advance/Fiscal Year Proration:** Taxes are to be prorated as being paid in advance using the most current summer/city and winter/county property tax bill, from the day of closing to the next due and/or payable date. The tax amounts shall be prorated based on a 365-day year or 366-day year when the closing takes place in a leap year, and credited to the seller.
- 360 Year Advance/Fiscal Year Proration:** Taxes are to be prorated as being paid in advance using the most current summer/city and winter/county property tax bill, from the day of closing to the next due and/or payable date. The tax amounts shall be prorated based on a 360-day year, 30-day month, and credited to the seller.
- Calendar Year/Arrears Proration:** Taxes to be prorated on a calendar year basis as if paid in ARREARS with Seller charged from January 1 through date of closing. The amount to be estimated using the current millage rate and Taxable Value information at time of closing; no adjustment shall be made after closing between the parties. Credit will be given against the total prorated tax amount to the Seller, for July tax, if any, billed in the year of closing and paid prior to closing.
- No Tax Proration:** Subject to the foregoing prorations, delinquent real estate taxes and current installments of special assessments, except perpetual assessments, (i.e. garbage, lighting, fire protection.....), which are billed on or before the closing date shall be paid by Seller. Real Estate taxes billed after the date of closing shall be the responsibility of the Purchaser. Any unbilled public improvements/special assessment outstanding at the time of closing shall be the responsibility of the _____. Seller shall pay any current municipal charges for water and sewage to the date of possession.

Other Prorated Items: Interest, rents, association fees, heating fuel, if any, will be prorated to the date of closing using the actual number of days in the month of the closing.

Additional Items: HBA AGREES TO THE ATTACHED CONDITIONS OF COMPLETION

Purchaser initials [Signature]

Seller initials 1

Special Assessments: The Seller(s) will pay all installments of any special assessments that have been billed prior to time of closing. Billing dates shall be deemed to be July 1st, and December 1st; or other _____ installments billed on or after the date of closing will be handled as follows: Check one of 3 statements below

Prorated and Assumed: The current installments will be prorated at closing as having been paid in advance. The Purchaser will assume future installments.

Paid In Full: The Seller will pay off all balances of any assessments that are a lien against the land/property at the time of closing.

Other: _____

Sewer and Water Escrow: The Seller agrees to pay for all sewer and water usage to the date the property is vacated.

The Listing Broker shall retain from the amount due to the seller at closing, a minimum of \$200.00 for water/sewer charges.

Purchaser and Seller agree to waive the requirement to hold a sewer/water escrow and agree to pay charges outside of closing.

Earnest Money Deposit: Purchaser deposits \$ 1.00 dollars in the form of cash or check showing good faith. This money, which will be applied to the sales price, will be deposited with CISLO MICHIGAN. If the conditions/contingencies in this contract cannot be met, Seller will refund the deposit or authorize Cislo Title Company to refund the deposit. The transaction is subject to an Escrow Agreement executed between the parties. Upon refund of the earnest money deposit, the parties agree that they will execute a Mutual Release of Buy & Sell Agreement, releasing each party from this contract and noting the amount and the party that the earnest money deposit is going to. The parties further agree that upon the return of the earnest money deposit, this agreement will be terminated and the Seller is free to market and sell the property to any other Purchaser. (If earnest money is to be held by Cislo Title Company complete and attach the Escrow Agreement Form.)

Disclosure of Fees: Purchaser and Seller hereby acknowledge notice of the fact the Real Estate Broker may accept a commission, fee or consideration with regard to placement of an abstract, loan or mortgage, life, fire, flood, title or other casualty insurance arising from this transaction and expressly consent thereto as required by the provisions of the Michigan Real Estate License Law.

Joint Parties: If two or more persons execute this Agreement as Purchaser or Seller, their obligations hereunder shall be joint and several.

Parties to Contract: Purchaser and Seller recognize that the Real Estate Brokers, and Title Company involved in this transaction are agents of the Purchaser and/or Seller and are not parties to this contract. Purchaser and Seller agree that Real Estate Broker and Title Company are not responsible for the condition of property or for the performance of the contract by any or all of the parties. Cislo Title Company is not responsible for alterations or additions to this document, for any error regarding the terms of the transaction based upon information supplied by the parties, for misrepresentations made by any party, or for warranties made by any party in connection with the transaction.

Maintenance of Premises: Seller agrees to maintain the premises, including landscaping, in the same condition as existing at acceptance of this offer until possession is delivered to Purchaser. In the event the property has been winterized, it shall be the obligation and the expense of the Seller to de-winterize it and have the property and its systems in proper working order at least 48 hours prior to closing. Purchaser shall have the right to physically examine the premises during the last 48 hours before scheduled closing. Seller agrees to remove all personal property, and further, to leave the premises broom clean and free of debris upon vacating.

Time of the Essence: With respect to this agreement, the parties agree that no extensions of time limits are binding unless specifically agreed to in writing.

Binding Effect: This Purchase Agreement shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

Closing Fees: Purchaser(s) and Seller(s) agree to pay closing fees as may be charged by the Broker or Cislo Title Company supervising the closing.

"AS IS": Purchaser clearly understand that they are purchasing a USED structure in "AS IS" condition. Purchaser acknowledges that: (a) they have examined the property; (b) they have had the opportunity to have additional inspections; (c) neither Seller nor any Broker or Agent involved in this transaction has made any representations or warranties of any kind concerning the property upon which the Purchaser have placed reliance, and (d) Seller's representations as contained in the "Sellers Disclosure Statement" are based upon Seller's knowledge and do not constitute a warranty concerning the condition of the property.

Attorney Review: It is recommended, and Purchaser and Seller are hereby advised that they may have this agreement reviewed by an attorney within 10 calendar days from date of Seller acceptance. If written notice of unsatisfactory review is not provided to the other party within 20 calendar days from date of Seller's acceptance, this paragraph will be considered void and satisfactory review assumed. If either party is provided written notice within 20 calendar days from date of Seller's acceptance that the other party's attorney is not satisfied with said agreement, this sale will be null and void and all earnest money deposit refunded to Purchaser.

Purchaser initials ____/____

Seller initials ____/____

Home Inspection: Purchaser is hereby advised that private inspector(s) of Purchaser's choice and at Purchaser's expense may inspect the property, within 0 calendar days from date of Seller's acceptance. It is recommended that Purchaser obtain a fully independent inspection including, but not limited to, general house inspection, infestation, radon, UFFI, lead based paint, and environmental hazards. Purchaser is aware that any reference to the square footage and room dimension of the real property or improvements thereon is approximate. If square footage and room dimension is a significant issue to the Purchaser, it must be verified during the inspection period. If Seller is not provided with written notice of Purchaser's dissatisfaction regarding said inspection within 24 hours from the date the final inspection took place, this contingency will be considered satisfied and this agreement without regard to said report.

IF PURCHASER ELECT TO WAIVE THEIR INSPECTION OPPORTUNITY, as stated above, they acknowledge that they are doing so against the advice of all parties involved in this transaction by placing their initials here: Purchaser initials JK

Well & Septic System: If the property is serviced by a well and/or septic system, Seller shall provide to Purchaser within _____ calendar days, at Seller's expense, and deliver to the Purchaser prior to closing, an inspection report by the county health department or other qualified inspector. Seller represents that the well water is potable and that the well and septic system, if any, are in good working order or as disclosed. Purchaser shall have the right to terminate this agreement if the inspection report is not acceptable to the Purchaser by giving Seller written notice within 72 hours thereafter.

IF PURCHASER ELECT TO WAIVE THEIR WELL & SEPTIC INSPECTION OPPORTUNITY, as stated above, they acknowledge that they are doing so against the advice of all parties involved in this transaction by placing their initials here: Purchaser initials /

City Certifications: If the municipality where the property is located requires an inspection prior to a sale, Seller will pay for the necessary inspection and any required repairs needed up to \$ _____ to obtain a written approval of the municipality required for the sale.

Warranty Plans: Purchaser and Seller are hereby notified of the benefits of having the property covered by a home warranty plan and are aware that the plan may be purchased by either of the parties. Seller Purchaser agrees to purchase, at their expense, a home warranty plan from *First American Home Purchasers Protection Corporation*. (See Home Warranty Application)

Facsimile Authority: It is agreed to by all parties herein that offers, acceptances and notices required hereunder can be delivered by facsimile (FAX) copy to the parties or their agents, provided it is readable and a hard copy (original signed copy) is mailed or delivered in a timely manner and the date and time of the receipt of the fax shall be the date and time of said offer acceptance or notice.

Sellers Disclosure: Seller to have a "Sellers Disclosure Statement" as required by law of the State of Michigan personally delivered to Purchaser within 10 calendar days after this agreement becomes binding. Purchaser shall have the right to terminate this agreement if the "Sellers Disclosure Statement" is not acceptable to the Purchaser by giving Seller written notice within 72 hours thereafter.

Lead-Base Paint: Seller to have a "Lead-Base Paint Disclosure" as required by law of the State of Michigan personally delivered to Purchaser within 10 calendar days after this agreement becomes binding. Purchaser shall have the right to terminate this agreement if the "Lead-Base Paint Disclosure" is not acceptable to the Purchaser by giving Seller written notice within 72 hours thereafter.

Associations: See "Association Addendum to Sales Agreement" if property is subject to an association and/or annual fees such as a condominium or townhouse.

Signatures: All parties agree that facsimile signatures shall be treated as originals.

Offer: This offer is void if not accepted by _____ AM/PM on _____ and the deposit shall be returned to Purchaser(s).

Counter Offer: In the event Seller makes any written changes in any of the terms and conditions of the offer presented by Purchaser, such changed terms and conditions, if supported with initials and signatures by Seller, shall constitute a counter offer by Seller to Purchaser which shall remain valid until _____ AM/PM on _____, unless earlier withdrawn in writing by Seller, and shall require acceptance by the Purchaser by initialing each change before such date and time.

Binding Arbitration: Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association, as an alternative to the judicial system.

Additional Conditions: _____

Purchaser initials /

Seller initials /

Acknowledgment: Purchaser and Seller further hereby acknowledge that they have read this entire agreement including all of the printed language on both sides of the agreement and that they understand it, agree to be bound by its terms, and that it is the complete and exclusive statement of their agreement which supersedes and takes the place of all prior representations, understandings and agreements, both oral and written, of the parties, their Brokers or other parties concerning the subject matter of this purchase agreement. (NO VERBAL AGREEMENT SHALL BE BINDING)

IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING BELOW.

PURCHASER(S) SIGNATURE(S) (AS NAMES ARE TO APPEAR ON TITLE). Purchaser has received a copy of this contract.

Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____

SELLER(S) ACCEPTANCE: Seller accepts this contract (as written). OR Seller has signed below, but this agreement is subject to AN ADDENDUM TO THIS PURCHASE AGREEMENT, ATTACHED AND MADE A PART OF THIS AGREEMENT.

SELLER(S) SIGNATURE(S)

Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____
Signature: _____ Date: _____
Print Name: _____ Home Phone: _____ Work Phone: _____
Address: _____ Email: _____

PURCHASER(S) ACCEPTANCE(S). Purchaser acknowledges Seller's acceptance of this contract.

Signature: _____ Signature: _____
Signature: _____ Signature: _____

Purchaser initials ____/____

Seller initials ____/____

SELLER'S DISCLOSURE STATEMENT



Property Address: 1409 W. MAIN Street City, Village, Township _____ Michigan

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or conditions of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's agent(s), if any. This information is a disclosure only and is not intended to be part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check N/A (non-applicable). If you do not know the facts, check "UNKNOWN". FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	N/A		Yes	No	Unknown	N/A
Range/ Oven					Lawn sprinkler system				
Dishwasher					Water heater				
Refrigerator					Plumbing system				
Hood/Fan					Water softener/				
Disposal					Conditioner				
TV antenna, TV rotor & Controls					Well & pump				
Electrical System					Septic tank & drain field				
Garage door opener & Remote control					Sump pump				
Alarm system					City water system				
Intercom					City sewer system				
Central Vacuum					Central air conditioning				
Attic fan					Central heating system				
Pool heater, wall liner & equipment					Furnace				
Microwave					Humidifier				
Trash compactor					Electronic air filter				
Ceiling fan					Solar heating system				
Sauna/ hot tub					Fireplace & chimney				
Washer					Wood burning system				
					Dryer				

Explanations (attach additional sheets, if necessary):
UNLESS OTHERWISE AGREED ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

- Property conditions, improvements & additional information:**
- Basement/Crawlspace: Has there been evidence of water? Yes _____ No _____
If yes, please explain: _____
 - Insulation: Describe, if known _____
Urea Formaldehyde foam insulation (UFFI) is installed? Unknown _____ Yes _____ No _____
 - Roof: Leaks? Yes _____ No _____
Approximate age, if known _____
 - Well: Type of well (depth / diameter), age and repair history, if known _____
Has the water been tested? Yes _____ No _____
If yes, date of last report / results _____
 - Septic tanks/drain fields: Condition, if known _____
 - Heating system: Type/approximate age _____
 - Plumbing system: Type copper _____ galvanized _____ other _____
Any known problems? _____

- 8. Electrical system: Any known problems? _____
 - 9. History of infestation, if any (termites, carpenter ants, etc.) _____
 - 10. Environmental problems: Substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel of chemical storage tanks and contaminated soil on the property.
Unknown _____ Yes _____ No _____
- If yes, please explain: _____
- 11. Flood Insurance: Do you have flood insurance on the property? Unknown _____ Yes _____ No _____
 - 12. Mineral Rights: Do you own the mineral rights? Unknown _____ Yes _____ No _____

Other Items: Are you aware of any of the following

- 1. Features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? Unknown _____ Yes _____ No _____
- 2. Any encroachments, easements, zoning violations or nonconforming uses? Unknown _____ Yes _____ No _____
- 3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association, which has any authority over the property? Unknown _____ Yes _____ No _____
- 4. Structural modification, alterations or repairs made without necessary permits or licensed contractors? Unknown _____ Yes _____ No _____
- 5. Settling, flooding, drainage, structural or grading problems? Unknown _____ Yes _____ No _____
- 6. Major damage to the property from fire, wind, floods, or landslides? Unknown _____ Yes _____ No _____
- 7. Any underground storage tanks? Unknown _____ Yes _____ No _____
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? Unknown _____ Yes _____ No _____
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? Unknown _____ Yes _____ No _____
- 10. Any outstanding municipal assessments or fees Unknown _____ Yes _____ No _____
- 11. Any pending litigation that could affect the property or the Seller's rights to convey the property? Unknown _____ Yes _____ No _____

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
The Seller has owned the property since _____ (date)

The Seller has indicated above the condition of all items based on that information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

BUYER IS ALSO ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller _____ Date _____

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS® and Cislco Title Company. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® and Cislco Title Company is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

CITZ
Curran
NR

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

(b) Records and reports available to the Seller (check (i) or (ii) below):

(i) _____ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

(f) _____ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/ her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date

Buyer Date

Seller Date

Buyer Date

Agent Date

Agent Date

City Owned

LISTING BROKER SIGNATURE

Signature: _____ Date: _____

Print Name: _____ Company Name: _____

Work Phone: _____ Fax Phone: _____ Email: _____

Company Address: _____

SELLING BROKER SIGNATURE

Signature: _____ Date: _____

Print Name: _____ Company Name: _____

Work Phone: _____ Fax Phone: _____ Email: _____

Company Address: _____

Purchaser initials ____ / ____

Seller initials ____ / ____

Addendum

Conditions of sale:

The property is to be rehabilitated to meet the 2009 Michigan Residential Code and marketed for resale to the general public.

- Rehabilitation of the property must be completed within 6 months of acquisition at which time the property will be listed for sale.
- All required building, mechanical, plumbing and electrical permits must be obtained through the City of Owosso Building Department.

REGULAR MEETING MINUTES
OWOSSO DDA / MAIN STREET
Council Chambers, City Hall
Sept. 5, 2012 – 7:30 am.

MEETING CALLED TO ORDER at 7:33 a.m. by Chairman Dave Acton.

ROLL CALL was taken by Secretary Marty Stinson.

MEMBERS PRESENT: Chairman Dave Acton; Treasurer James Demis; Authority Members, Dawn Gonyou, Lance Omer. Authority Members Bill Gilbert and Ben Frederick (arrived 7:38). Vice-chairperson Barb Bucsi, Secretary Alaina Kraus

MEMBERS ABSENT: Authority Member Mistie Jordan.

OTHERS PRESENT: Heather Rivard, DDA / Owosso Main Street Manager; Adam Zettel, Assistant City Manager and Director of Community Development.

AGENDA:

MOTION BY AUTHORITY MEMBER BUSCI, SUPPORTED BY AUTHORITY MEMBER DEMIS TO APPROVE THE AGENDA FOR AUGUST 1, 2012.

YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER BUSCI, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE MINUTES FOR THE MEETING OF AUGUST 1, 2012 AS PRESENTED.

YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS: None

COMMITTEE UPDATES

1. Promotion – Authority Member Jordan

Glow planning started 3 months in advance, already had first meeting. Meeting about Farmer's Market has occurred. The market is doing very well including sell-outs and good sized crowds.

2. Organization – Chairman Acton

Mr. Acton reviewed the current workplans as included in the board packet. All are moving along as they should, mostly being on time.

3. Economic Restructuring – Chairman Acton

Mr. Acton overviewed the current workplans as included in the board packet. He also announced that Lance Omer has taken on the chairman. Mr. Demis shared that we are half-way to having the marketing study funded privately through local businesses.

4. Design – Authority Member Gilbert

Mr. Gilbert gave an overview of the current workplans as included in the board packet. Eaton Alley is now Woodard Place and had to have drainage and other structural aspects reviewed to make certain that they would work. There was a watering issue that occurred and was resolved with ideas being considered for changes next year to avoid such things happening. 3 ½ inches is the new standard letter size for wayfinding signage. The sign will be placed for M-DOT approval. Once that has been done the sign will be taken down for tooling.

ITEMS OF BUSINESS:

1. CHECK REGISTER APPROVAL.

Check Date	Vendor Name	Description	Account Number	Amount	Check Number	FY12	FY13
8/8/12	Faber's Greenhouse	Design - flower baskets	296-697-818.700	1,060.00	1580		x
	VOID				1581		
8/8/12	Mary Borroum	Promotion - Farnes Market reimbursements	296-000-158.200	12.00	1582		x
8/8/12	Mary Borroum	Promotion - Farnes Market reimbursements	296-000-158.000	10.00	1582		x
8/8/12	Mary Borroum	Promotion - Farnes Market reimbursements	296-000-158.100	4.00	1582		x
8/8/12	Roger and Dawn Hall	Promotion - Farnes Market reimbursements	296-000-158.200	16.00	1583		x
8/8/12	Roger and Dawn Hall	Promotion - Farnes Market reimbursements	296-000-158.000	1.00	1583		x
8/8/12	Roger and Dawn Hall	Promotion - Farnes Market reimbursements	296-000-158.100	130.00	1583		x
8/8/12	Joseph Jelinek	Promotion - Farnes Market reimbursements	296-000-158.200	122.00	1584		x
8/8/12	Joseph Jelinek	Promotion - Farnes Market reimbursements	296-000-158.000	64.00	1584		x
8/8/12	Joseph Jelinek	Promotion - Farnes Market reimbursements	296-000-158.100	196.00	1584		x
8/8/12	Bill Wesenberg	Promotion - Farnes Market reimbursements	296-000-158.200	130.00	1585		x
8/8/12	Bill Wesenberg	Promotion - Farnes Market reimbursements	296-000-158.000	64.00	1585		x
8/8/12	Bill Wesenberg	Promotion - Farnes Market reimbursements	296-000-158.100	420.00	1585		x
8/8/12	Forest Wolfrom	Promotion - Farnes Market reimbursements	296-000-158.200	6.00	1586		x
8/8/12	Forest Wolfrom	Promotion - Farnes Market reimbursements	296-000-158.000	5.00	1586		x
8/8/12	Forest Wolfrom	Promotion - Farnes Market reimbursements	296-000-158.100	8.00	1586		x
8/8/12	Nick Bird	Promotion - Farnes Market reimbursements	296-000-158.100	16.00	1587		x
8/8/12	Sue Treen	Promotion - Farnes Market reimbursements	296-000-158.000	39.00	1588		x
8/8/12	Mary Gibson	Promotion - Farnes Market reimbursements	296-000-158.100	6.00	1589		x
8/8/12	Willow Brook Farms	Promotion - Farnes Market reimbursements	296-000-158.100	12.00	1590		x
8/8/12	Kanthe Farm	Promotion - Farnes Market reimbursements	296-000-158.000	18.00	1591		x

8/8/12	City of Owosso	Design - electric maintenance	296-200-831.000	1.83	1592	x
8/8/12	City of Owosso	Design - electric maintenance	296-200-831.000	17.58	1592	x
8/8/12	City of Owosso	Design - electric maintenance	296-200-831.000	108.80	1592	x
8/8/12	City of Owosso	Design - weed killer	296-697-818.000	27.99	1592	x
8/8/12	City of Owosso	Promotion - Artisan Market sign	296-696-818.720	5.37	1592	x
8/8/12	City of Owosso	Promotion - Advertising trailer	296-696-802.000	432.82	1592	x
8/8/12	City of Owosso	Design - maintenance	296-200-831.000	6.93	1592	x
8/8/12	City of Owosso	Design - flower watering fuel	296-697-818.000	68.92	1592	x
8/8/12	Heather Rivard	Promotion - Cruise to the Castle door prizes	296-696-818-770	492.17	1593	x
8/8/12	Heather Rivard	Organization - Main Street Manager wages	296-299-818.000	1,384.61	1593	x
8/8/12	Heather Rivard	Organization - office supplies	296-200-728.000	44.48	1593	x
8/8/12	Heather Rivard	Organization - phone repair	296-200-728.000	35.00	1593	x
8/8/12	My-Can	Promotion - Cruise to the Castle portable toilets	296-696-818-770	420.00	1594	x
8/8/12	Locker Room & Trophy Place	Promotion - Cruise to the Castle trophies and dash plaques	296-696-818-770	183.50	1595	x
8/8/12	Gilbert's True Value	Promotion - Farmers Market sign hardware	296-696-818.700	11.39	1596	x
8/8/12	Gilbert's True Value	Promotion - Advertising trailer	296-696-802.000	80.09	1596	x
8/8/12	The Independent Newspaper Group	Promotion - Farmers Market advertising	296-696-818.700	171.00	1597	x
	VOID				1598	
8/8/12	Michael Treen	Promotion - Artisan Market website	296-696-818.720	99.00	1599	x
8/8/12	Amber Fuller	Organization - newsletter design	296-695-818.000	250.00	1600	x
8/23/2012	Great Harvest Bread	Promotion - Farnes Market reimbursements	296-000-158.000	34.00	1601	x
	VOID				1602	
	VOID				1603	
	VOID				1604	
8/23/2012	Nick Bird	Promotion - Farnes Market reimbursements	296-000-158.100	22.00	1605	x
8/23/2012	Mary Gibson	Promotion - Farnes Market reimbursements	296-000-158.000	69.00	1606	x
8/23/2012	Mary Gibson	Promotion - Farnes Market reimbursements	296-000-158.100	40.00	1606	x
8/23/2012	Mary Gibson	Promotion - Farnes Market reimbursements	296-000-158.200	18.00	1606	x
8/23/2012	Mary Borroum	Promotion - Farnes Market reimbursements	296-000-158.000	59.00	1607	x

8/23/2012	Mary Borroum	Promotion - Farnes Market reimbursements	296-000-158.100	4.00	1607	x
8/23/2012	Mary Borroum	Promotion - Farnes Market reimbursements	296-000-158.200	6.00	1607	x
8/23/2012	Roger and Dawn Hall	Promotion - Farnes Market reimbursements	296-000-158.000	64.00	1608	x
8/23/2012	Roger and Dawn Hall	Promotion - Farnes Market reimbursements	296-000-158.100	240.00	1608	x
8/23/2012	Roger and Dawn Hall	Promotion - Farnes Market reimbursements	296-000-158.200	126.00	1608	x
8/23/2012	Willow Brook Farms	Promotion - Farnes Market reimbursements	296-000-158.100	10.00	1609	x
8/23/2012	Bill Wesenberg	Promotion - Farnes Market reimbursements	296-000-158.100	508.00	1610	x
8/23/2012	Forest Wolfrom	Promotion - Farnes Market reimbursements	296-000-158.000	8.00	1611	x
8/23/2012	Forest Wolfrom	Promotion - Farnes Market reimbursements	296-000-158.100	6.00	1611	x
8/23/2012	Forest Wolfrom	Promotion - Farnes Market reimbursements	296-000-158.200	16.00	1611	x
8/23/2012	Pam Baese	Promotion - Farnes Market reimbursements	296-000-158.000	70.00	1612	x
	VOID				1613	x
	VOID				1614	
8/23/2012	Great Harvest Bread	Promotion - Farnes Market reimbursements	296-000-158.000	53.00	1615	
8/23/2012	Heather Rivard	Organization - MSM wages	296-200-999.101	1,384.61	1616	x
8/23/2012	City of Owosso	Design - maintenance	296-200-831.000	93.06	1617	
8/23/2012	City of Owosso	Organization - cell phone cost	296-200-728.000	64.28	1617	
8/23/2012	City of Owosso	Design - flower watering fuel	296-697-818.000	73.34	1617	
8/23/2012	City of Owosso	Design - flower watering equipment maintenance	296-697-818.000	119.99	1617	
8/23/2012	City of Owosso	Design - maintenance	296-200-831.000	24.89	1617	
8/23/2012	John Hankerd	Promotion - Cruise to the Castle costs	296-696-818.770	318.00	1618	
8/23/2012	Kelly's Refuse Services	Design - maintenance	296-200-831.000	562.50	1619	
	VOID				1620	
8/23/2012	High Quality Glass	Design - Woodard Place	296-697-294.000- WOODARDPLC	100.00	1621	
8/23/2012	Proton Developments, LLC	Promotion - Farmers Market storage	296-696-818.700	200.00	1622	
	VOID					
8/23/2012	Lorraine Weckwert	Design - Flower Bed flowers	296-696-818.000	31.58	1624	
8/23/2012	Lorraine Weckwert	Design - Woodard Place	296-697-974.000- WOODARDPLC	571.91	1624	
8/23/2012	Kanthe Farm	Promotion - Farnes Market reimbursements	296-000-158.000	33.00	1625	
8/23/2012	Sandy Ridge Farms	Promotion - Farnes Market reimbursements	296-000-158.000	36.00	1626	

8/23/2012	Char Hubbard	Promotion - Farnes Market reimbursements	296-000-158.000	50.00	1627
			TOTAL	11,196.64	

MOTION BY AUTHORITY MEMBER KRAUS, SUPPORTED BY AUTHORITY MEMBER BUSCI TO APPROVE THE CHECK REGISTER FOR AUGUST 2012 AS PRESENTED.
YEAS ALL. MOTION CARRIED.

2. BUDGET REPORT.

This budget remains in the old format. Moving forward the budget will be presented with designations related to the approved workplans for review.

3. COMMITTEE CHAIR DESCRIPTION UPDATE

Mr. Acton went over the addition of the clauses concerning the preparation of a monthly newsletter article, a vice-chair appointed to conduct the meeting in the Chair's absence and preparation of the assigned section for the Monthly Report.

MOTION BY AUTHORITY MEMBER BUSCI, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE UPDATED COMMITTEE JOB DESCRIPTIONS AS PRESENTED.
YEAS ALL. MOTION CARRIED.

4. JULY MONTHLY REPORT

Mr. Acton stated that the monthly report is due now, but requires the updates from the committee chairs. Ms. Rivard clarified that the protocol moving forward is that reports from committee chairs are due on the 1st of the month as the overall report is due on the 10th.

5. COMMITTEE CHAIR SIGNING

6. PO REQUEST FORM

Ms. Rivard discussed the changes to the form including that POs now include a copy of the workplan with which the PO is associated. Mr. Acton clarified what adjustments are allowable within the budget during the year including the amount of money for each workplan, if it changes and is less than the committee budget than it is okay and if a new workplan requires extra funds then the committee chair may request additional funds that are projected to be left over from other committee budgets at a board meeting.

MOTION BY AUTHORITY MEMBER BUSCI, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE UPDATED PO FORM FOR AUGUST 2012 AS PRESENTED.
YEAS ALL. MOTION CARRIED.

7. CBDG BLOCK GRANT

Mr. Zettel shared the history of CDBG sign program and revolving loan fund. He recommended that approval of any applications for this program and the creation of more permanent design standards for signs become a part of the Design Committee.

MOTION BY AUTHORITY MEMBER BUSCI, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE APPROVAL PROCESS TO THE DESIGN COMMITTEE.
YEAS ALL. MOTION CARRIED.

8. SALE OF 300 S WASHINGTON

Mr. Acton stated that based upon direct conflict to the master plan he does not support the sale of this lot for use as a parking lot. Mr. Demis asked about potential contamination of the lot and Mr. Zettel said that contamination is minimal, underground and was largely cleaned up. Mr. Gilbert brought up the potential idea of leasing the lot instead of selling so that the property would not be gone forever. Mr. Omer shared that he would like to see the outcome of the marketing study in relation to this proposition.

Mr. Omer accepted the assignment to develop a recommendation to the board by the Economic Restructuring Committee.

9. FY13 BUDGET RESTORATION

Ms. Rivard passed out updated budget sheets and shared that while programs may carry over year to year, spending must be related to the actual budget year in which the spending occurs.

MOTION BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY MEMBER BUSCI TO APPROVE THE SUMMARY BUDGET SUBMITTED IN MAY WITH THE WORKPLAN LIST SUBMITTED IN AUGUST INCLUDING MODIFICATIONS TO WORKPLANS SUBMITTED BY THE PROMOTIONS COMMITTEE.

YEAS ALL. MOTION CARRIED.

10. WORK PLAN APPROVAL – DESIGN

None.

11. WORK PLAN APPROVAL – PROMOTION

See #9

12. WORK PLAN APPROVAL – ORGANIZATION

None.

13. WORK PLAN APPROVAL – ER

None.

14. CLOSED SESSION *

A request was made by Heather Rivard for a closed session for a performance review with Adam Zettel being included.

15. HEATHER RIVARD CONTRACT

MOTION BY AUTHORITY MEMBER BUSCI, SUPPORTED BY AUTHORITY MEMBER GILBERT TO
EXTEND HEATHER RIVARD'S CONTRACT TO JUNE 30th of 2013.

YEAS ALL. MOTION CARRIED.

MOTION BY AUTHORITY MEMBER BUSCI, SUPPORTED BY AUTHORITY MEMBER OMER TO
ADJOURN.

YEAS ALL. MOTION CARRIED.

Minutes
Regular Meeting of the Parks & Recreation Commission
Council Chambers, City Hall
September 24, 2012 – 6 p.m.

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

Roll call was taken by Recording Secretary Marty Stinson.

Members Present: Chairman Jerry Hebekeuser; Commissioners Tim Alderman, Sherri Chavora, Michael Espich, and Jeff Selbig.

Members Absent: None

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

Approve Agenda for September 24, 2012:

A motion to approve the agenda as presented was made by Commissioner Alderman and supported by Commissioner Chavora.

Ayes: all. Motion carried.

Approve Minutes from August 27, 2012 meeting:

A motion to approve the minutes from the August 27, 2012 meeting was made by Commissioner Chavora and supported by Commissioner Espich.

Ayes: all. Motion carried.

Public Comments: None

Communications:

1. Staff memorandum
2. August 27, 2012 minutes
3. Plaza Concept

Business:

1. Bentley playscape walkway and plaza

Mr. Adam Zettel, Assistant City Manager and Director of Community Development, stated that the illustration in the commission packet was created by Crooked Tree Nursery. The tree plantings will be ornamental and canopy for future shade. There will be stamped concrete pads under the picnic tables; winding walkway from the pavilion to the playscape; and engraved pavers. This project is estimated at \$3,000 with some contribution from the installer.

Discussion followed of proposed design. Commissioner Chavora asked for electrical conduit(s) during the construction of the walkway. There were brick samples for the pavers. It was generally decided to use the green bricks with any other color offered except for red.

A motion by Commissioner Alderman, supported by Commissioner Espich to proceed as discussed with the walkway unless there is an unforeseen hurdle with an option of withholding the trees if the budget is tight with the addition of electrical conduit and wire.

Ayes: all. Motion carried.

2. Disc golf, labyrinth, and splash pad updates

DISC GOLF – It was noted that an e-mail was received from Dorcey Crank on the progress of the disc golf. All of the clean-up and layout work has been completed except for some minor brush removal and cosmetic items. The next step is to find individual hole sponsors. They have several already. Discussion about general maintenance which should be low if it is used as it will be naturally taken care of with the traffic.

LABYRINTH – Commissioner Selbig commented that we probably can't do anything at this point until next year.

SPLASH PAD - Mr. Zettel commented that there are issues with the Michigan Department of Environmental Quality. There is uncertainty in their office causing a delay in issuing the permits and the splash pad is probably not going to be installed this fall. This is a novel item to be permitted. Chairman Hebekeuser suggested a press release as there are many people wondering what happened to it as it was anticipated to be installed in August. Mr. Zettel will check with Mr. Acton about a possible news release.

3. Trail connector updates

Mr. Zettel stated this trail would connect Hopkins Lake to Rosevear Park all the way to Vandekarr Road or Cook Road; maybe thru Hillcrest Cemetery. The cemetery is interested, but this is sensitive. It would be nice to bring it to the soccer fields and the river trails

Public Comments / Board Comments

Mr. Zettel commented that we need to do a proclamation for Ryan Comrie for his work making the trail markers at Hopkins Lake. He also had some digital maps that Mr. Zettel would like to make for handouts.

Mr. Zettel stated the canoe take out by the Oakwood Street Bridge is almost completed. This was done by the Friends of the Shiawassee River with a grant.

Lisa Stechschulte stated that she heard there are cracks in the Bentley Park pavilion and that a grandfather fell with a baby in his arms. Mr. Zettel heard the same rumor and stated there is flat work scheduled in the park. The Department of Public Works got behind with their schedule this year after the wind storm early this summer. The tennis courts are on the agenda in the spring. Commissioner Chavora suggested brightly spraying the cracks until they can be repaired.

Discussion of fundraisers with Reader's Digest and other sources.

Adjournment:

A motion to adjourn the meeting was made by Commissioner Espich and was supported by Commissioner Alderman. The meeting adjourned at 6:57 p.m.

Ayes: all. Motion carried.

Adam Zettel, Secretary

mms