

CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MARCH 17, 2014
7:30 P.M.

Meeting to be held at City Hall
301 West Main Street

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 3, 2014:

ADDRESSING THE CITY COUNCIL

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

STUDENT REPRESENTATIVE REPORT

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA



Special Assessment District No.2014-01. Authorize Resolution No. 2 for Special Assessment District No.2014-01, setting a Public Hearing for April 21, 2014 to gather citizen comment regarding the necessity of the proposed project for Elm Street from Main Street to River Street for street reconstruction.

2. Special Assessment District No.2014-03. Authorize Resolution No. 2 for Special Assessment District No.2014-03, setting a Public Hearing for April 21, 2014 to gather citizen comment regarding the

necessity of the proposed project for Washington Street from Stewart Street to Corunna Avenue for street reconstruction.

3. Boards and Commissions Appointment. Confirm the Mayoral appointment of Elaine Greenway as the City Council Representative to the Historical Commission.
4. Downtown Farmers Market Permission. Consider approving the application of the Downtown Owosso Farmers Market for use of Exchange Street between Water Street and Washington Street from 7:00 am to 1:15 pm on consecutive Saturdays from May 3, 2014 through October 25, 2014 (using Exchange Street from Ball Street to Park Street on June 7, 2014 to accommodate the Curwood Festival) for the 2014 Downtown Owosso Farmers Market and authorize Traffic Control Order No. 1305 formalizing the request.
5. Downtown Farmers Market Annual Block Party Permission. Consider approving the application of the Downtown Owosso Farmers Market for use of Exchange Street between Ball Street and Washington Street from 3:00 pm to 9:00 pm on Saturday, April 26, 2014 for the Downtown Owosso Farmers Market Annual Block Party and authorize Traffic Control Order No. 1306 formalizing the request.
6. Warrant No. 479. Authorize Warrant No. 479 as follows:

| Vendor | Description | Fund | Amount |
|--------------------|--|---------|-------------|
| Logicalis, Inc | Network engineering support – February 2014 | General | \$ 7,140.00 |
| Brown & Stewart PC | Professional services February 10, 2014 – March 10, 2014 | General | \$ 9,247.16 |

7. Check Register–February 2014. Affirm check disbursements totaling \$2,281,433.29 for the month of February 2014.

ITEMS OF BUSINESS

1. TAP Grant Application. Consider application to the MDOT Transportation Alternatives Program for funds to improve the James Miner Riverwalk and adjacent retaining wall in the area of the Main Street Bridge.
2. General Engineering Services Contracts. Consider contracting with the Spicer Group, Fishbeck Thompson Carr & Huber, Inc., and Fleis & Vendenbrink Engineering, Inc. to provide professional engineering services for future engineering projects in accordance with the City Purchasing Policy for a period, renewed annually, through June 30, 2017.
3. Traffic Signal Cost Sharing Agreements. Approve cost sharing agreements with MDOT for traffic signals installed as a part of the M21/M52 reconstruction project.
4. Gould Street Bridge Rehabilitation Agreement. Approve execution of an agreement with the Michigan Department of Transportation for the rehabilitation of the Gould Street Bridge over the Shiawassee River in the amount of \$23,239.00.

COMMUNICATIONS

1. Charles P. Rau, Building Official. February 2014 Building Department Report.
2. Charles P. Rau, Building Official. February 2014 Code Violations Report.
3. Kevin D. Lenkart, Public Safety Director. February 2014 Police Report.
4. Kevin D. Lenkart, Public Safety Director. February 2014 Fire Report.
5. Parks & Recreation Commission. Minutes of February 24, 2014.
6. Planning Commission. Minutes of February 24, 2014.

7. Downtown Development Authority/Main Street. Minutes of March 5, 2014.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, March 31, 2014, Planning Session
Monday, April 07, 2014, Regular Meeting

BOARDS AND COMMISSIONS OPENINGS

Historical Commission, term expiring December 31, 2014

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

MARCH 3, 2014

7:30 P.M.

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: REVEREND SUSAN KINGSLEY
TRINITY UNITED METHODIST CHURCH

PLEDGE OF ALLEGIANCE: MICHAEL ESPICH
PARKS & RECREATION COMMISSION CHAIRMAN

PRESENT: Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth,
Councilpersons Loreen F. Bailey, Burton D. Fox,
Elaine N. Greenway, and Robert J. Teich, Jr.

ABSENT: Councilperson David B. Bandkau.

APPROVE AGENDA

Motion by Mayor Pro-Tem Eveleth to approve the agenda with the following changes:

- Add Presentation 1. HOPE Project.
- Add Item of Business 3. Purchase of Street Lamps & Posts.
- Move Consent 3. Curwood Castle Couches to Item of Business 4.

Note the additional attachment for Item of Business 1. Lighting Upgrade Agreement.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 18, 2014

Motion by Councilperson Bailey to approve the Minutes of the Regular Meeting of February 18, 2014 as presented.

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

STUDENT REPRESENTATIVE REPORT

None.

PROCLAMATIONS / SPECIAL PRESENTATIONS

HOPE PROJECT (Added to the Agenda)

Pastor Marlene Webster detailed the collaborative effort of numerous area organizations to combat poverty, named the HOPE Project. She indicated that 1 in 4 children live in poverty in Shiawassee County and the group is looking for ways to help people permanently emerge from poverty. She announced an event at the Baker College Welcome Center on March 27th from 8:00 am to noon to kick off the effort and talk about specific things that can be done to educate the community and combat poverty.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, business owner at 118 South Washington Street, said he has a mission to help those in poverty and noted that he was extremely pleased that Habitat for Humanity has expressed a desire to re-establish a presence in Shiawassee County. He went on to say that he felt the organization would be thwarted in its efforts to help people in the City because they would be prohibited from building alternative housing because the City's current zoning laws are too restrictive. He asked that Council change the laws back.

Pastor Marlene Webster, 407 Woodhall Court, indicated she had spoken with Habitat for Humanity representatives and they confirmed their desire to come back to Shiawassee County. She went on to say that they indicated to her they would be concentrating on fixing existing homes rather than building new homes as they have done in the past.

Eddie Urban, 601 Glenwood Avenue, said he felt that Ms. Webster was on the right track with her efforts to help those in poverty.

Mayor Frederick said the announcement of Habitat for Humanity's return to the county was a great thing. He said he too had met with a delegation from the organization and that they had indicated they would be concentrating on rehabilitating existing homes, though new builds were not off the table. He went on to say that he would like to have another look at the design standards ordinance to potentially make changes that would allow more diversity.

Mayor Frederick announced the arrival of Ethan David Bandkau, born Saturday, March 1st. This is the first child for Councilperson Bandkau and his wife.

Councilperson Fox said he was dead set against repealing all of the design standards that were implemented. He said some adjustments did seem to be in order but he cautioned that Council had no chance of pleasing everyone all the time and that there was merit in the current ordinance. He went on to say that there is a great area on Rain Street that would be ideal for a Habitat build as it is currently vacant and could be moved onto the tax rolls if it is developed. Lastly, he noted his continued desire to see the establishment of agreements with non-taxable entities within the City to fund the provision of emergency services to non-taxable properties.

Mayor Frederick noted that he had observed some "net zero" homes in the Traverse City area that would be very exciting to have in the City.

Mayor Pro-Tem Eveleth inquired about the long-standing request for audio and video upgrades to provide better access to public meetings through the City's cable access channels and website. City Clerk Amy K. Kirkland noted she continues to work on the project and that its complexity has delayed proposals to this point. She indicated she will have a proposal for the project in the upcoming budget and Council would need to choose from various options to reach a comfortable balance between cost and the provision of services.

Councilperson Teich indicated he would like to have more information on the City's commitment with Charter Communications for the provision of cable services in the City. City Manager Donald D. Crawford briefly described the current agreement with Charter saying the control that municipalities used to have with cable franchises no longer exists and that while the City receives a franchise fee for the company's use of City right of ways the City has no control over their broadcast or what they charge customers. He went on to say that the City has the additional challenge of establishing a new connection to the Charter head end as the company has indicated the City will no longer be able to utilize the current path to introduce programming onto the cable system. Lastly, he noted that Charter does not have an exclusive contract with the City and any other cable company that is interested in providing service to area residents is welcome, and that this open arrangement has allowed a second cable provider, TVC, to provide service to limited areas of the City.

CITY MANAGER REPORT

City Manager Crawford detailed the Project Status Report, specifically noting that the Howard Street reconstruction project will have to wait until next year as drainage issues in the area proved to be far more complex than originally anticipated. He also noted the M21/M52 reconstruction project will be running from April to October with some work occurring at night in order to take advantage of cooler night-time temperatures and to advance the timeline for the project.

Mayor Frederick inquired whether the City will have the funding necessary to handle the extraordinary number of potholes that are anticipated this spring. City Manager Crawford said that he anticipated that most City streets were in decent overall shape and would hold up to the stresses of the spring thaw ok. Director of Public Services Sedlak said his crews had been too busy repairing broken water mains and thawing frozen water services to repair existing potholes, but he anticipated that once the weather reached 30°-35° his crews could move to street patching projects.

CONSENT AGENDA

Motion by Mayor Pro-Tem Eveleth to approve the Consent Agenda as follows:

Mid-Michigan Custom Car Show Permission. Approve application of Andy Genovese on behalf of the Mid-Michigan Custom Car Show for use of Washington Street from Main Street to Mason Street and Exchange Street from Water Street to Park Street from 8:00am to 6:00pm on Sunday, May 18, 2014 for the Mid-Michigan Custom Car Show and authorize Traffic Control Order No. 1307 formalizing the request.

Water Treatment Plant Lime Transfer PO Extension. Approve waiving competitive bidding procedures, authorizing an extension of Purchase Order No. 41533 with Sumbera Excavating, Inc. for transfer of lime sludge at the Water Treatment Plant for additional work in an amount not to exceed \$30,000, and further authorizing payment up to that amount upon satisfactory completion of the work as follows:

RESOLUTION NO. 23-2014

**AUTHORIZING EXTENSION OF AN AGREEMENT WITH
SUMBERA EXCAVATING INCORPORATED
TO TRANSFER AND STACK LIME RESIDUAL MATERIAL
AT THE WATER TREATMENT PLANT
ON A LABOR AND EQUIPMENT RENTAL BASIS NOT TO EXCEED \$30,000**

WHEREAS, the City has determined it necessary and prudent to transfer and stack lime residual material at its Water Treatment Plant lagoons to improve dewatering, gain lagoon capacity, and reduce future handling costs, and

WHEREAS, the City evaluated alternate proposals and means for accomplishing this work and determined the most cost-effective means readily available was on a labor and equipment rental basis as proposed by Sumbera Excavating, and

WHEREAS, the proposed cost is within the current Water Fund budget allocation for sludge handling, and

WHEREAS, time is of the essence due to weather conditions and Water Plant operating requirements.

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 waive further competitive bid procedures and extend the existing agreement with Sumbera Excavating on a labor and equipment rental basis not to exceed \$30,000.

SECOND: The purchase contract is in the form of a city purchase order on a labor and equipment rental basis, and the accounts payable department is authorized to submit payment to Sumbera Excavating in an amount, certified correct by the City Utilities Director, up to but not exceeding \$30,000 upon satisfactory completion of the work.

THIRD: The above expense shall be paid from the Water Fund.

Curwood Castle Couches. (This item was moved to Item of Business 4.)

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bandkau.

ITEMS OF BUSINESS

CONSUMERS ENERGY LIGHTING UPGRADE AGREEMENT

Mayor Frederick noted the additional attachment for this item spelling out the contract between the City and the contractor for the project.

City Manager Crawford briefly described the upgrade project saying he anticipated seeing similar projects in the future as the Federal government is now requiring power companies to put money back into the communities in which they function. The project will involve the change out of certain lighting fixtures at various City properties to more energy efficient fixtures. He noted the City will pay approximately \$43,000 for its share of the project and is expected to recoup the funds in the form of electricity savings in slightly over a year and a half.

Motion by Mayor Pro-Tem Eveleth to approve a participation agreement with Consumers Energy for exterior and interior lighting upgrades at select locations for more energy efficient fixtures as a part of their Small Business Solutions Program as follows:

RESOLUTION NO. 24-2014

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS FOR PARTICIPATION IN THE CONSUMERS ENERGY SMALL BUSINESS SOLUTIONS PROGRAM AND WITH WALTER MECHANICAL SERVICES, INC. D/B/A AIT GROUP FOR EXTERIOR AND INTERIOR LIGHTING UPGRADES

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to upgrade exterior and interior lighting which will result in energy savings; and

WHEREAS, through the Consumers Energy Small Business Solutions Program the city can receive in excess of \$50,000 in a one-time utility rebate; and

WHEREAS, with a one-time investment of approximately \$50,000 the city will recoup its investment in 19 months through savings in reduced energy costs.

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 participate in the Consumers Energy Small Business Solutions Program with Walter Mechanical Services, Inc. d/b/a AIT Group as the program approved contractor.
- SECOND: that the city of Owosso will appropriate \$50,000 of general fund balance as the city's one-time investment to match the Consumers Energy payment to the approved contractor.
- THIRD: that the city manager of the city of Owosso is hereby instructed and authorized to sign the necessary documents with Consumers Energy and Walter Mechanical Services, Inc. d/b/a AIT Group as attached along with change orders that may become necessary.*

Motion supported by Councilperson Fox.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bandkau.

*Due to its length, full text of the agreement is not printed in the minutes. Full copies of the agreement can be found on file in the Clerk's Office, along with copies of the City's contract with contractor Walter Mechanical Services, Inc. d/b/a AIT Group.

DIG GRANT AGREEMENT

City Manager Crawford gave a presentation on the proposed projects the City would undertake with the funds awarded from the DIG Grant, including the creation of additional parking near Curwood Castle Park, the redevelopment of the area surrounding the Armory, and improvement of the walkways and infrastructure surrounding the Armory, Matthews Building, and City Hall. He cautioned the Council saying the risks of accepting the grant are significant because of the very short timeline by which construction must be completed, the uncertain nature of the costs to be borne by the City, and the fact the project is tied, in part, to the success of the Armory redevelopment. Lastly, he gave a breakdown of estimated expenses:

City of Owosso = \$125,000 (or more depending on the success of the Armory project)
DDA = \$245,000
Shiawassee Arts Council = \$1,000
Friends of the Shiawassee River = \$2,000

There was brief discussion among Council members. Mayor Frederick noted the risks but said he felt the results would be worthy of the risks. Councilperson Fox noted the risks as well but said there could be big dividends.

Motion by Councilperson Fox to approve the DIG Grant Agreement with the Michigan Strategic Fund for the Riverfront Renovation Project as follows:

RESOLUTION NO. 25-2014

RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT

WITH THE MICHIGAN STRATEGIC FUND

WHEREAS, the City of Owosso, Shiawassee County, Michigan, recognizes the importance of its downtown and downtown institutions as they relate to the economic and cultural development of the community, as well as the overall quality of life; and

WHEREAS, the Owosso Master Plan, Park Plan, and DDA plan indicate that investment in the downtown infrastructure is essential to the community's future; and

WHEREAS, there is a need to provide for improvements related to public parking, building relocation, trailhead provision, trail improvements, and river improvements; and

WHEREAS, application was made to and approved by the MEDC for a downtown infrastructure grant; and

WHEREAS, the MEDC and MSF have awarded said grant to the city of Owosso; and

WHEREAS, the city must execute and enter into a grant agreement with the MSF for the amount of \$695,264 to formalize the responsibilities of all parties involved.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to execute a grant agreement with the Michigan Strategic Fund in the amount of \$695,264.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Grant Agreement between the City of Owosso, Michigan and the Michigan Strategic Fund up to the amount of \$695,264.*

Motion supported by Mayor Pro-Tem Eveleth.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bandkau.

*Due to its length, full text of the agreement is not printed in the minutes. Full copies of the agreement can be found on file in the Clerk's Office.

PURCHASE OF STREET LAMPS AND POSTS (This item was added to the agenda)

Staff indicated this purchase was routine in that its purpose was to replace the inventory of Chairman lights kept on hand for use in the downtown.

There was a brief discussion regarding the flags and brackets on the lamp posts. Mayor Frederick noted there is a Main Street committee that is tasked with dealing with such issues and could be contacted for further information.

Motion by Mayor Pro-Tem Eveleth to approve the purchase of 12 street lamps and posts from Spring City Electrical Mfg. Co., Inc. in the amount of \$29,736.00 as follows:

RESOLUTION NO. 26-2014

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
FOR THE PURCHASE OF DECORATIVE STREET LAMPS AND POSTS
FROM SPRING CITY ELECTRICAL MFG. CO., INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Department of Public Services has a duty to maintain the decorative street lamps in the downtown area of the city; and

WHEREAS, the City of Owosso received four (4) bids from vendors through the MITN system with the low bid received from Spring City Electrical Mfg. Co., Inc.; and it is hereby determined that Spring City Electrical Mfg. Co., Inc. is qualified to provide such equipment and that it has submitted the responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase 12 decorative lamps and posts from Spring City Electrical Mfg. Co., Inc. for a cost to the City of Owosso of \$29,736.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Spring City Electrical Mfg. Co., Inc. up to the amount of \$29,736.00.
- THIRD: The above expenses shall be paid from inventory – account number 101-000-160000 upon satisfactory receipt of the merchandise.

Motion supported by Councilperson Bailey.

Roll Call Vote.

- AYES: Councilpersons Teich, Bailey, Fox, Mayor Pro-Tem Eveleth, Councilperson Greenway, and Mayor Frederick.
- NAYS: None.
- ABSENT: Councilperson Bandkau.

CURWOOD CASTLE COUCHES (This item was moved from the Consent Agenda)

Councilperson Bailey inquired why Council was approving this purchase instead of the Historical Commission. Councilperson Greenway noted the purchase was over \$5,000 and as such had to be confirmed by City Council.

There was discussion regarding whether the Historical Commission would be able to meet its other obligations if the purchase was authorized. Councilperson Greenway indicated the Commission felt it would be able to meet all its obligations.

Motion by Councilperson Bailey to confirm the Historical Commission's authorization to purchase two custom couches for Curwood Castle from Melco Interiors in the amount of \$5,389.20 (with the removal of the sales tax noted on the estimate), and further confirm payment from the Historic Home Tour fund up to that amount upon satisfactory completion of the project as follows:

RESOLUTION NO. 27-2014

**RESOLUTION AUTHORIZING
THE PURCHASE OF CUSTOM COUCHES FOR CURWOOD CASTLE
FROM MELCO INTERIORS OF OWOSSO, MICHIGAN**

WHEREAS, the Owosso Historical Commission, a Charter Commission of the City of Owosso, has been charged with the responsibility of maintaining the historic buildings owned by the City, and of promoting the appreciation of architecture and history to the general public and citizens alike and collecting and displaying object of historical interest; and

WHEREAS, the Owosso Historical Commission has determined that Owosso's most iconic building is Curwood Castle, and that Curwood as an author and conservationist is largely unappreciated and undervalued; and

WHEREAS, the Owosso Historical Commission determined by vote to elevate Curwood Castle to a first rate museum by increasing interest both in the man Curwood and his body of works, and the historic building itself; and

WHEREAS, the Owosso Historical Commission approved by vote to refurbish the Castle according to existing photos of the Great Room with Curwood present; and

WHEREAS, the OHC voted to earmark monies earned from the Owosso Historic Home Tour to recreate the atmosphere and setting of Curwood's time at his Castle, replicating the interior furnishings according to the existing photos; and

WHEREAS, the OHC has selected for purchase custom-made sofas as some of the first items to be added to furnish the Castle; and

WHEREAS, the OHC has selected local vendor Melco Interiors to perform this work based on historically related products they have produced or refurbished in the past.

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

FIRST: The Owosso City Council concurs with the Historical Commission that it is beneficial to preserve and promote the history of one of the City's foremost citizens and to increase tourism through careful additions to the collection of Curwood Castle.

SECOND: The Council hereby approves of the purchase of two custom sofas from Melco Interiors of Owosso for display in Curwood Castle.

THIRD: Expenses in the amount of \$5,389.20 shall be paid from the Owosso Historical Commission Historic Home Tour Fund.

FOURTH: Payment of up to \$5,389.20 is hereby authorized upon satisfactory completion of the project.

Motion supported by Councilperson Fox.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bandkau.

COMMUNICATIONS

Mark A. Sedlak, Public Services Director. Expanded work hours for the M52 & M21 construction project.
Richard C. Williams, Finance Director. Revenue & Expenditure Report – January 2014.
Historical Commission. Minutes of January 13, 2014.
Downtown Development Authority/Main Street. Minutes of February 5, 2014.
Historical Commission. Minutes of February 10, 2014.

CITIZEN COMMENTS AND QUESTIONS

Parks and Recreation Commission Chairperson Michael Espich was on hand to announce the 3rd annual Plunge for Parks event to be held March 22nd at 2:00pm at Hopkins Lake. Money raised will go toward an ice skating rink in Bentley Park, with the goal to raise \$6,000. He noted that all donations are tax deductible. Mayor Frederick said he was excited to be a part of the event again this year.

Eddie Urban, 601 Glenwood Avenue, spoke about the new property tax exemption for disabled veterans. He also noted that he would be video-taping the Home Expo again this year.

Dan Harrow, 432 Mason Street, said he believed Council had their hearts in the right place but he was frustrated by their acceptance of a \$600,000+ grant as the funds for that grant came from tax payers, many of whom are living paycheck to paycheck. He said government was out of touch with reality and he felt it was contributing to the demise of the United States.

Councilperson Fox noted that he had recently heard about a new program to benefit veterans and he was trying to get more information about it.

NEXT MEETING

Monday, March 17, 2014 – Regular Meeting
Monday, March 31, 2014 – 5th Monday Planning Session

BOARDS AND COMMISSIONS OPENINGS

None.

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 9:06 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk



MEMORANDUM

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

DATE: March 12, 2014
TO: Mayor Frederick and the Owosso City Council
FROM: Kevin Lenkart, Public Safety Director
SUBJECT: Farmers Market Permission

RECOMMENDATION:

Recommend approval of the application of the Downtown Owosso Farmer's Market and authorization of Traffic Control Order No. 1305 for the closure of Exchange Street from Water Street to Washington Street on consecutive Saturdays from May 3, 2014 thru October 25, 2014 from 7:00 AM to 1:15 PM for the Owosso Farmers Market.

BACKGROUND:

FISCAL IMPACTS:

Document originated by:

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

| ORDER NO. | DATE | TIME |
|-----------|------------|----------|
| 1305 | 02/21/2014 | 11:30 AM |

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Closure of Exchange Street between Water Street east to Washington Street on consecutive Saturdays from May 3, 2014 thru October 25, 2014 from 7:00 AM to 1:15 PM for the Owosso Farmers Market

Owosso Farmers Market

LOCATION OF CONTROL

Exchange Street between Water Street and Washington Street.

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: Downtown Owosso Farmer's Market Date: 2/18/14

Primary Contact Person
Name: Tracey Peltier
Title: Market Master
Address: Exchange Street
Owosso, MI 48867
Phone: 989. 413. 3728

Requested Date(s): Every Saturday from 5/3 to 10/25/14 Requested Hours: 7:00am to 1:15pm

Area Requested (Parking Lot - Parade Route): Exchange Street from Water Street east, to Washington Street.

Detailed description of the use for which the request is made: Downtown Owosso Farmer's Market

- 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

Downtown Owosso Farmer's Market 2014 Vendor Application

Note: Completing this form does not guarantee a vendor space. All spaces are assigned based on availability and product mix at the discretion of the Market Master.

NAME _____ BUSINESSNAME _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PRODUCE & PRODUCTS REQUESTED FOR SALE AT MARKET: Please be specific and list all items you are considering selling. Indicate whether the items are grown or made by you and your operation, or whether they are not produced by you, (brokered.) Include all kinds of fruits and vegetables, all types of nursery stock, flowers, prepared foods, processed foods, baked goods, animals and animal products, et cetera. Produce and products not produced by applicant, (brokered products), must be approved for sale by the Market Master. Artisans and crafters should hand-make, locally produce, or design 100% of their products. Brokered items are identified as items purchased and resold at market. Products will be given preference accordingly:

| ITEM | GROWN | CRAFTED | BROKERED | MARKET APPROVED | M. MASTER INITIALS |
|------|-------|---------|----------|-----------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

MARKET ATTENDANCE: We want the market to be as successful as possible To help us plan for market events, daily vendor needs and marketing opportunities, please note the dates you expect to attend the market. There will be a \$20.00 fee for any NO CALL/ NO SHOW absences. Please inform the Market Master if there are additional changes in your schedule.

| YES | NO | DATE | YES | NO | DATE | YES | NO | DATE | YES | NO | DATE |
|-----|----|-----------|-----|----|-----------|-----|----|-----------|-----|----|-----------|
| | | MAY 3rd | | | JUNE 21st | | | AUG 2nd | | | SEPT 20th |
| | | MAY 10th | | | JUNE 28th | | | AUG 9th | | | SEPT 27th |
| | | MAY 17th | | | JULY 5th | | | AUG 16th | | | OCT 4th |
| | | MAY 24th | | | JULY 12th | | | AUG 23rd | | | OCT 11th |
| | | MAY 31st | | | JULY 19th | | | AUG 30th | | | OCT 18th |
| | | JUNE 7th | | | JULY 26th | | | SEPT 6th | | | OCT 25th |
| | | JUNE 14th | | | | | | SEPT 13th | | | |

SPACE ASSIGNMENT: You may request a specific space, but will not be guaranteed. All spaces will be assigned for the overall flow of the market. **PREFERRED SPACE** _____

*A deposit of at least half of the vendor fee is required to reserve a space in the market. Total market fee is due by start of first market day.

May the Owosso Main Street list the following in public media (webpage, newsletters, Facebook, newspapers, vendor lists, etc.)?

BUSINESS ADDRESS: Yes ___ No ___ BUSINESS PHONE/FAX: Yes ___ No ___
 HOME ADDRESS/PHONE: Yes ___ No ___ EMAIL ADDRESS: Yes ___ No ___
 WEB PAGE/FACEBOOK: Yes ___ No ___ STILL PHOTOS/VIDEOS: Yes ___ No ___

10x10 Spaces @\$120.00/Season: # OF SPACES: _____ TOTAL \$: _____
 10x10 Spaces @\$20.00/Day: # OF SPACES: _____ TOTAL \$: _____

*There is an additional one time \$50.00 market improvement fee for all seasonal vendors. TOTAL \$: _____

Please make checks payable to Downtown Owosso Farmers Market and mail to 1888 Ketegawnt, Owosso, MI 48867 Please Read the Rules and Regulations and sign the vendor compliance agreement.

Vendor Compliance Agreement

I (We), the undersigned, have read the Downtown Owosso Farmer's Market, (DOFM), Rules and Regulations and agree to abide by them.

I (We) further understand that failure to comply with the DOFM Rules and Regulations and all federal, state, county and city regulations and licensing may mean dismissal from the market.

As a vendor wishing to participate in the Downtown Owosso Farmer's Market, I (we) agree to SAME, HOLD HARMLESS AND INDEMNIFY the Downtown Owosso Farmer's Market, the City of Owosso, the Market Master and his/her designees, and any other property owners associated with the Downtown Owosso Farmer's Market any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by the above parties, when such damages or liability arise out of acts of my (our) own, or of my (our) employees or associates, located at such site.

I (We) understand that submission of this application does not guarantee that I (we) will be allowed to vend at the market. I (We) understand that the Downtown Owosso Farmer's Market reserves the right to accept or deny entry into the market based upon the market's rules and regulations for vendors and the Market Master's discretion. Final decision will be made by the Market Master.

Name (Print)

Date

Name (Signature)

Date

Please list other booth attendants that may be left in charge of your booth when you are not in attendance. Persons other than the main applicant must understand and abide by all market rules and regulations listed in this agreement.

Name of additional booth attendant (Print)

Name of Business/Farm

Name of additional booth attendant (Print)

Name of Business/Farm



RENEWAL
GENERAL LIABILITY DECLARATIONS
(Continued)

| | | | | |
|---|----------------|---|--|--------------|
| COMPANY PROVIDING COVERAGE | | WESTFIELD INSURANCE COMPANY | | |
| NAMED INSURED AND MAILING ADDRESS | | AGENCY | 21-04079 | PROD. |
| DOWNTOWN OWOSSO FARMERS MARKET 1888 KETEGAWN RD OWOSSO MI 48867 | | ADVANCED INS. MARKETS, LTD 1969 CEDAR STREET HOLT MI 48842-1831 TELEPHONE 517-699-0467 | | 000 |
| Policy Number: CAG 0 370 143 | | 20 | WIC Account Number: 2170049328 | A |
| Policy Period | From To | 04/08/14 04/08/15 | at 12:01 A.M. Standard Time at your mailing address shown above. | |

Location of All Premises Owned By, Rented To Or Controlled By The Named Insured Are The Same As The Mailing Address Of The Policy Declarations Unless Otherwise Indicated.

GENERAL LIABILITY SCHEDULE

PREMIUM BASIS LEGEND -
S = GROSS SALES PER \$1,000
P = PAYROLL PER \$1,000
O = OTHERS PER \$1,000

A = AREA PER 1,000 SQ. FT.
C = TOTAL COST PER \$1,000
M = ADMISSIONS PER 1,000

U = UNITS PER UNIT
T = SEE CLASSIFICATION NOTES

RATE LEGEND -

PREH/OP = PREMISES AND OPERATIONS
PROD = PRODUCTS AND COMPLETED OPERATIONS
CMPCBN = COMPOSITE PREMISES/PRODUCTS COMPLETED OPERATIONS

MP = MINIMUM PREMIUM

| CLASSIFICATION | CODE | PREMIUM BASIS | RATE | PREMIUM |
|---|-------|---------------|---------------|--------------|
| MICHIGAN | | | | |
| 1888 KETEGAWN RD OWOSSO MI 48867 MARKETS - OPEN AIR (LESSOR'S RISK ONLY) - NOT-FOR-PROFIT ONL | 15124 | 7,000 | PREH/OP 2.205 | \$15 |
| PRODUCTS/COMPLETED OPS INCL | 44444 | IF ANY | PROD. | |
| PREH/OP MP | | | | \$93 |
| OTHER ENDORSEMENTS - | | | | |
| COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT | | | | \$100 |
| TOTAL | | | | |
| TOTAL PREMIUM - PREMISES AND OPERATIONS | | | | \$93 |
| TOTAL PREMIUM - OTHER ENDORSEMENTS | | | | \$100 |
| TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM | | | | \$193 |



**WESTFIELD
INSURANCE**

Sharing Knowledge. Building Trust.®

**RENEWAL
GENERAL LIABILITY DECLARATIONS**

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

| | | | | |
|--|---|----------|--------------|-----|
| NAMED INSURED AND MAILING ADDRESS | AGENCY | 21-04079 | PROD. | 000 |
| DOWNTOWN OWOSSO FARMERS MARKET 1888 KETEGAWN RD OWOSSO MI 48867 | ADVANCED INS. MARKETS, LTD 1969 CEDAR STREET HOLT MI 48842-1831 TELEPHONE 517-699-0467 | | | |

Policy Number: CAG 0 370 143 | 20 | **WIC Account Number:** 2170049328 | A

Policy Period From 04/08/14 To 04/08/15 **at 12:01 A.M. Standard Time at your mailing address shown above.**

LIMITS OF INSURANCE -

| | |
|--|-------------|
| General Aggregate Limit (Other Than Products/Completed Operations) | \$2,000,000 |
| Products/Completed Operations Aggregate Limit | \$2,000,000 |
| Personal & Advertising Injury Limit (Per Person Or Organization) | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Damage to Premises Rented to You Limit (Any One Premises) | \$500,000 |
| Medical Expense Limit (Any One Person) | \$5,000 |

TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM \$193.00

Forms And Endorsements Applicable To This Coverage Part:

CG0001 0413*, IL0021 0908 , CG7000 1298 , CG2503 0509 , CG2504A 0509 ,
 CG2147 1207 , CG7017 1298*, CG2170 0108 , CG2404A 0509 , CG0168 1009 ,
 IL0286 0908 , CG2426 0413*, CG2003 0413*, CG2005 0413*, CG2011 0413*,
 CG2012 0413*, CG2015 0413*, CG2018 0413*, CG2024 0413*, CG2027 0413*,
 CG2029 0413*, CG2034 0413*, CG7135 1112 .



MEMORANDUM

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

DATE: March 12, 2014
TO: Mayor Frederick and the Owosso City Council
FROM: Kevin Lenkart, Director of Public Safety
SUBJECT: Traffic Control Order 1306

RECOMMENDATION:

Recommend approval of the application of the Downtown Owosso Farmer's Market and authorization of Traffic Control 1306 for the closure of Exchange Street between Ball Street and Washington Street on April 26, 2014 for the Owosso Farmer's Market Annual Block Party.

BACKGROUND:

FISCAL IMPACTS:

Document originated by: Cynthia Kriesel, Executive Secretary Owosso Public Safety

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

| ORDER NO. | DATE | TIME |
|-----------|------------|----------|
| 1306 | 02/21/2014 | 11:43 AM |

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Closure of Exchange Street between Ball and Washington Streets on April 26, 2014 from 3:00 PM to 9:00 PM

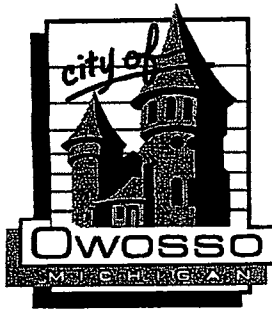
Owosso Farmers Market Annual Block Party

LOCATION OF CONTROL

Exchange Street Between Ball and Washington Streets.

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: Downtown Owosso Farmer's Market Date: 2/18/14

Primary Contact Person Name: Tracey Peltier Title: Market Master Address: Exchange Street Owosso, MI 48867 Phone: 989-413-3728

Requested Date(s): April 26th, 2014 Requested Hours: 3:00pm to 9:00pm

Area Requested (Parking Lot - Parade Route): Exchange Street from Ball Street to Washington Street.

Detailed description of the use for which the request is made: Downtown Owosso Farmer's Market Annual Block Party

- 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.
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



| | | | | |
|---|----------------|---|--|--------------|
| COMPANY PROVIDING COVERAGE | | WESTFIELD INSURANCE COMPANY | | |
| NAMED INSURED AND MAILING ADDRESS | | AGENCY | 21-04079 | PROD. |
| DOWNTOWN OWOSSO FARMERS MARKET 1888 KETEGAWN RD OWOSSO MI 48867 | | ADVANCED INS. MARKETS, LTD 1969 CEDAR STREET HOLT MI 48842-1831 TELEPHONE 517-699-0467 | | 000 |
| Policy Number: CAG 0 370 143 | | 20 | WIC Account Number: 2170049328 | A |
| Policy Period | From To | 04/08/14 04/08/15 | at 12:01 A.M. Standard Time at your mailing address shown above. | |

Location Of All Premises Owned By, Rented To Or Controlled By The Named Insured Are The Same As The Mailing Address Of The Policy Declarations Unless Otherwise Indicated.

GENERAL LIABILITY SCHEDULE

PREMIUM BASIS LEGEND -
S = GROSS SALES PER \$1,000
P = PAYROLL PER \$1,000
O = OTHERS PER \$1,000

A = AREA PER 1,000 SQ. FT.
C = TOTAL COST PER \$1,000
M = ADMISSIONS PER 1,000

U = UNITS PER UNIT
T = SEE CLASSIFICATION NOTES

RATE LEGEND -

PREM/OP = PREMISES AND OPERATIONS
PROD = PRODUCTS AND COMPLETED OPERATIONS
CMPCBN = COMPOSITE PREMISES/PRODUCTS COMPLETED OPERATIONS

MP = MINIMUM PREMIUM

| CLASSIFICATION | CODE | PREMIUM BASIS | RATE | PREMIUM |
|---|-------|---------------|---------------|--------------|
| MICHIGAN | | | | |
| 1888 KETEGAWN RD OWOSSO MI 48867 MARKETS - OPEN AIR (LESSOR'S RISK ONLY) - NOT-FOR-PROFIT ONL | 15124 | 7,000 | PREM/OP 2.205 | \$15 |
| PRODUCTS/COMPLETED OPS INCL | 44444 | IF ANY | PROD. | |
| PREM/OP MP | | | \$93 | |
| OTHER ENDORSEMENTS - | | | | |
| COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT | | | | \$100 |
| TOTAL | | | | |
| TOTAL PREMIUM - PREMISES AND OPERATIONS | | | | \$93 |
| TOTAL PREMIUM - OTHER ENDORSEMENTS | | | | \$100 |
| TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM | | | | \$193 |



**WESTFIELD
INSURANCE**

Sharing Knowledge. Building Trust.®

**RENEWAL
GENERAL LIABILITY DECLARATIONS**

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

| | | | | |
|--|---|----------|--------------|-----|
| NAMED INSURED AND MAILING ADDRESS | AGENCY | 21-04079 | PROD. | 000 |
| DOWNTOWN OWOSSO FARMERS MARKET 1888 KETEGAWN RD OWOSSO MI 48867 | ADVANCED INS. MARKETS, LTD 1969 CEDAR STREET HOLT MI 48842-1831 TELEPHONE 517-699-0467 | | | |

Policy Number: CAG 0 370 143 | 20 | **WIC Account Number:** 2170049328 | A

Policy Period From 04/08/14 To 04/08/15 **at 12:01 A.M. Standard Time at your mailing address shown above.**

LIMITS OF INSURANCE -

| | |
|--|-------------|
| General Aggregate Limit (Other Than Products/Completed Operations) | \$2,000,000 |
| Products/Completed Operations Aggregate Limit | \$2,000,000 |
| Personal & Advertising Injury Limit (Per Person Or Organization) | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Damage to Premises Rented to You Limit (Any One Premises) | \$500,000 |
| Medical Expense Limit (Any One Person) | \$5,000 |

TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM \$193.00

Forms And Endorsements Applicable To This Coverage Part:

CG0001 0413*, IL0021 0908 , CG7000 1298 , CG2503 0509 , CG2504A 0509 ,
 CG2147 1207 , CG7017 1298*, CG2170 0108 , CG2404A 0509 , CG0168 1009 ,
 IL0286 0908 , CG2426 0413*, CG2003 0413*, CG2005 0413*, CG2011 0413*,
 CG2012 0413*, CG2015 0413*, CG2018 0413*, CG2024 0413*, CG2027 0413*,
 CG2029 0413*, CG2034 0413*, CG7135 1112 .



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/mlcc

**Bond of Special License for Sale of
 Beer, Wine and Spirits for Consumption on the Premises
 (Authorized by MCL 436.1801(1)(b))**

Bond No. 0981975

PART II

*****NOTICE: Bonding Company must attach power of attorney to this form**

Applicant Information

Name of Organization:

Downtown Owosso Farmers Market

Location name and address (street name, city/village/township, zip code and county) where event is to be held:

100 Block of Exchange Street Owosso, MI 48867 Shiawassee County

Know all men by these presents, that the above applicant, as principal,

and Westfield Insurance Co.

of One Park Circle street, city of Westfield Center State of Ohio

have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this (date and year) March 5, 2014

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

That this bond shall be in effect for a period commencing at 7:00 a.m. on (date): April 26, 2014

if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this (date and year): March 5, 2014, 2014

Signature of Officer of Special License Applicant

[Handwritten Signature]

Printed (or typed) name of officer and title

JEFF DELTEN, PRESIDENT

Attorney-in-fact (print or type name) Kathy Dour

Attorney-in-fact Signature

[Handwritten Signature: Kathy Dour]

Name of Surety Company

Westfield Insurance Co.

Address and phone of Surety Company

One Park Circle, Westfield Center, OH 44251 800-243-0210

General
Power
of Attorney

POWER NO. 0000208 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KATHY DOUR

of INDIANAPOLIS and State of IN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 16th day of JANUARY A.D., 2003 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 16th day of JANUARY A.D., 2003 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

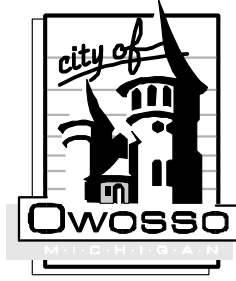
State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this _____ day of _____ A.D., 2003 .



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



WARRANT 479
March 11, 2014

| Vendor | Description | Fund | Amount |
|--------------------|---|-------------|---------------|
| Logicalis, Inc | Network engineering support – February 2014 | General | \$ 7,140.00 |
| Brown & Stewart PC | Professional services February 10, 2014 – March 10, 2014 | General | \$ 9,247.16 |
| | | Total | \$16,387.16 |

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 02/01/2014 - 02/28/2014

| Check Date | Bank | Check | Vendor Name | Description | Amount |
|-----------------------------------|------|--------|--|---|--------------|
| Bank 1 GENERAL FUND (POOLED CASH) | | | | | |
| 02/03/2014 | 1 | 122541 | OBERLE LAURIE | UB refund for account: 2281740006 | \$ 66.30 |
| 02/03/2014 | 1 | 122542 | ENLOW, JOYCE | UB refund for account: 2540490001 | \$ 67.74 |
| 02/03/2014 | 1 | 122543 | L.M. HOMES LLC | UB refund for account: 2354190002 | \$ 85.93 |
| 02/03/2014 | 1 | 122544 | HOOKER ANDRA | UB refund for account: 1493500002 | \$ 45.10 |
| 02/03/2014 | 1 | 122545 | DAVIS YOLANDA/TERRY | UB refund for account: 3366870005 | \$ 22.33 |
| 02/03/2014 | 1 | 122546 | YAROCH BRANDON | UB refund for account: 1082000005 | \$ 62.34 |
| 02/03/2014 | 1 | 122547 | GURU SATENDRA | UB refund for account: 2598540005 | \$ 38.75 |
| 02/03/2014 | 1 | 122548 | ELLEN POCHERT TRUST | UB refund for account: 1063000001 | \$ 33.50 |
| 02/03/2014 | 1 | 122549 | ORIN JANICE | UB refund for account: 1627500006 | \$ 33.12 |
| 02/03/2014 | 1 | 122550 | HEINTZ LINDSAY | UB refund for account: 3950570007 | \$ 48.78 |
| 02/03/2014 | 1 | 122551 | KARLIK ROBERT | UB refund for account: 1883500003 | \$ 99.40 |
| 02/03/2014 | 1 | 122552 | BRUDER RICHARD | UB refund for account: 1154500003 | \$ 62.70 |
| 02/03/2014 | 1 | 122553 | MANDOKI L JEANNE | UB refund for account: 1430500001 | \$ 65.40 |
| 02/03/2014 | 1 | 122554 | MILLER DAVE | UB refund for account: 3089570002 | \$ 20.39 |
| 02/03/2014 | 1 | 122555 | BEACHAM DAHLIA | UB refund for account: 4035300002 | \$ 58.47 |
| 02/03/2014 | 1 | 122556 | HOLLAND BARB | UB refund for account: 1752500011 | \$ 95.00 |
| 02/03/2014 | 1 | 122557 | HOLLAND BARBARA | UB refund for account: 2624200008 | \$ 43.70 |
| 02/03/2014 | 1 | 122558 | ALS LABORATORY GROUP | WASTEWATER ANALYSES-1/16/14 | \$ 205.00 |
| 02/03/2014 | 1 | 122559 | DOROTHY M BACK | PURCHASE OF PROPERTY | \$ 56,916.86 |
| 02/03/2014 | 1 | 122560 | BROWN & STEWART P C | PROFESSIONAL SERVICES | \$ 9,041.76 |
| 02/03/2014 | 1 | 122561 | C D W GOVERNMENT, INC. | MONITOR | \$ 994.82 |
| 02/03/2014 | 1 | 122562 | CALEDONIA CHARTER TOWNSHIP | PER 7/1/06 WATER DISTRICT AGREEMENT | \$ 16,580.61 |
| 02/03/2014 | 1 | 122563 | CONSUMERS ENERGY | ELECTRIC/GAS SERVICE | \$ 25,112.74 |
| 02/03/2014 | 1 | 122564 | SCOTT D DAVIS | REIMBURSEMENT | \$ 5.85 |
| 02/03/2014 | 1 | 122565 | DUPERON CORPORATION | WWTP-SCREENING EQUIPMENT | \$ 2,605.00 |
| 02/03/2014 | 1 | 122566 | FLEIS & VANDENBRINK | OSHA HAZARD COMMUNICATION STANDARD CLASS | \$ 50.00 |
| 02/03/2014 | 1 | 122567 | FRONTIER | PHONE SERVICE | \$ 1,190.21 |
| 02/03/2014 | 1 | 122568 | GRAYMONT CAPITAL INC | QUICKLIME-44.93/TONS | \$ 6,290.20 |
| 02/03/2014 | 1 | 122569 | GREAT LAKES CENTRAL RAILWAY INC | SIGNAL DEVICES MAINT 2013-S CHIPMAN/CEDAR | \$ 1,590.00 |
| 02/03/2014 | 1 | 122570 | HURON & EASTERN RAILWAY COMPANY INC | MAINTENANCE OF ACTIVE TRAFFIC CONTROL DEVICES | \$ 8,254.00 |
| 02/03/2014 | 1 | 122571 | INDUSTRIAL SUPPLY OF OWOSSO INC | SUPPLIES | \$ 91.73 |
| 02/03/2014 | 1 | 122572 | INTERSTATE BILLING SERVICE INC | PARTS | \$ 283.61 |
| 02/03/2014 | 1 | 122573 | LAKESIDE EQUIPMENT CORPORATION | PARTS | \$ 1,946.00 |
| 02/03/2014 | 1 | 122574 | MCLAREN RENTALS, INC. | DEMO HAMMER | \$ 43.20 |
| 02/03/2014 | 1 | 122575 | MCNAUGHTON-MCKAY ELECTRIC COMPANY | VARIABLE FREQUENCY DRIVES | \$ 23,723.52 |
| 02/03/2014 | 1 | 122576 | MICHIGAN BUSINESS & PROFESSIONAL ASSOCIATION | MEMBERSHIP-JESSICA UNANGST | \$ 140.00 |
| 02/03/2014 | 1 | 122577 | MICHIGAN MUNICIPAL LEAGUE WORKERS' | WORKERS COMP PMT-4TH INSTALLMENT | \$ 26,697.00 |
| 02/03/2014 | 1 | 122578 | MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS | PROGRAM REGISTRATION-JESSICA UNANGST | \$ 45.00 |
| 02/03/2014 | 1 | 122579 | OFFICE DEPOT | SUPPLIES | \$ 341.78 |
| 02/03/2014 | 1 | 122580 | OWOSSO BOLT & BRASS CO | PARTS | \$ 23.60 |
| 02/03/2014 | 1 | 122581 | OWOSSO CHARTER TOWNSHIP | PER 2011 WATER AGREEMENT | \$ 12,563.87 |
| 02/03/2014 | 1 | 122582 | OWOSSO CHARTER TOWNSHIP TREAS & OUTDOORS PLUS | ASSESSMENTS PER CONSERVATION EASEMENT AG | \$ 293.86 |
| 02/03/2014 | 1 | 122583 | OWOSSO CHARTER TREA & JOHN D FISHER | ASSESSMENTS PER CONSERVATION EASEMENT AG | \$ 131.72 |
| 02/03/2014 | 1 | 122584 | OWOSSO CHARTER TWP TREAS & EVERGREENS INC | ASSESSMENTS PER CONSERVATION EASEMENT AG | \$ 235.04 |
| 02/03/2014 | 1 | 122585 | OWOSSO CHARTER TWP TREAS & NORTHWOOD MOBILE HOME ESTATES | ASSESSMENTS PER CONSERVATION EASEMENT AG | \$ 985.85 |

| | | | | | |
|------------|---|--------|-------------------------------------|--|--------------|
| 02/03/2014 | 1 | 122586 | RICOH USA | COPIERS BILLING 10/21/13-1/20/14 | \$ 322.23 |
| 02/03/2014 | 1 | 122587 | SIGNATURE AUTO GROUP OF OWOSSO | 2014 FORD INTERCEPTOR POLICE VEHICLES (2) | \$ 53,806.00 |
| 02/03/2014 | 1 | 122588 | SLINGERLAND CHRYSLER DODGE INC | SERVICE ON WWTP PICK UP | \$ 321.95 |
| 02/03/2014 | 1 | 122589 | TRACTOR SUPPLY COMPANY | SUPPLIES | \$ 44.94 |
| 02/03/2014 | 1 | 122590 | USA BLUE BOOK | WWTP-SONIC PRO ULTRASONIC FLOW METER | \$ 3,100.98 |
| 02/03/2014 | 1 | 122591 | WEB ASCENDER | WEBSITE HOSTING-JAN/FEB/MAR 2014 | \$ 150.00 |
| 02/03/2014 | 1 | 122592 | WILLOUGHBY PRESS | WWTP/WTP-TIME CARDS (3000) | \$ 218.75 |
| 02/03/2014 | 1 | 96(A) | JCI JONES CHEMICALS, INC. | SODIUM HYPOCHLORITE | \$ 3,496.33 |
| 02/03/2014 | 1 | 97(A) | LOGICALIS INC | DECEMBER 2013-NETWORK ENGINEERING SUPPORT | \$ 6,188.00 |
| 02/03/2014 | 1 | 98(A) | REHMANN ROBSON | FINAL BILLING-AUDIT OF YE 6/30/13 | \$ 7,000.00 |
| 02/03/2014 | 1 | 99(A) | YORK REPAIR INC | WTP-REPAIR | \$ 425.00 |
| 02/07/2014 | 1 | 100(A) | MICHAEL GENE WHEELER | CONTRACT OFFICER-41/HRS | \$ 750.30 |
| 02/07/2014 | 1 | 122593 | MICHAEL LEVERE ASH | CONTRACT OFFICER-47/HRS | \$ 860.10 |
| 02/07/2014 | 1 | 122594 | TYLER JOHN LEPPANEN | INTERN EXPENSES | \$ 213.35 |
| 02/07/2014 | 1 | 122595 | MISDU | PAYROLL DEDUCTION | \$ 828.96 |
| 02/07/2014 | 1 | 122596 | POWERS, MORGAN | REFUND OF OVERPAYMENT | \$ 50.00 |
| 02/11/2014 | 1 | 101(A) | BROOKS INNOVATIVE GRAPHICS | DPW SIGN/INVENTORY SHEETS (1000) | \$ 605.00 |
| 02/11/2014 | 1 | 102(A) | CORE TECHNOLOGY CORPORATION | OPD-TALON DESKTOP CLIENT-SUPPORT | \$ 402.00 |
| 02/11/2014 | 1 | 103(A) | MICHIGAN METER TECHNOLOGY GROUP INC | PACK JOINTS/FLAGS | \$ 1,287.54 |
| 02/11/2014 | 1 | 104(A) | MICHIGAN PIPE & VALVE, INC. | REPAIR CLAMP | \$ 143.43 |
| 02/11/2014 | 1 | 105(A) | NAPA AUTO PARTS | PARTS | \$ 1,080.33 |
| 02/11/2014 | 1 | 106(A) | Q2A ASSOCIATES LLC | FINANCIAL SERVICES-1/6/14-1/17/14 | \$ 2,698.50 |
| 02/11/2014 | 1 | 107(A) | REEVES WHEEL ALIGNMENT, INC. | REPAIRS | \$ 2,210.07 |
| 02/11/2014 | 1 | 108(A) | SWIM LLC | UTILITY DIRECTOR SERVICES 1/19/14-2/1/14 | \$ 1,218.00 |
| 02/11/2014 | 1 | 122597 | AETNA | REFUND | \$ 355.50 |
| 02/11/2014 | 1 | 122598 | ACCUMED BILLING INC | AMBULANCE BILLING SERVICES & STATE REPORTING | \$ 4,065.55 |
| 02/11/2014 | 1 | 122599 | AFLAC | EMP DEDUCTION-AFLAC PAYMENT | \$ 586.96 |
| 02/11/2014 | 1 | 122600 | THE ARGUS PRESS | PRINTING OF LEGAL NOTICES/ADS | \$ 502.53 |
| 02/11/2014 | 1 | 122601 | KEITH A BAILEY | REIMBURSEMENT | \$ 69.51 |
| 02/11/2014 | 1 | 122602 | CONSUMERS ENERGY | ELECTRIC/GAS SERVICE | \$ 6,763.68 |
| 02/11/2014 | 1 | 122603 | CONTRACTORS RENTAL CORP | RENTAL OF 6" PUMP W/DELIVERY AND PICKUP | \$ 1,050.00 |
| 02/11/2014 | 1 | 122604 | JUDY ELAINE CRAIG | COURIER SERVICE | \$ 189.00 |
| 02/11/2014 | 1 | 122605 | D & D TRUCK & TRAILER PARTS | PARTS | \$ 764.87 |
| 02/11/2014 | 1 | 122606 | DALTON ELEVATOR | JAN 2014-CYLINDER RENT/SUPPLIES | \$ 678.84 |
| 02/11/2014 | 1 | 122607 | DELUX TROPHIES-AWARDS-GIFTS | PLAQUE | \$ 50.00 |
| 02/11/2014 | 1 | 122608 | EMPLOYEE BENEFIT CONCEPTS INC | FEBRUARY 2014 ADMIN FEE | \$ 120.00 |
| 02/11/2014 | 1 | 122609 | FASTENAL COMPANY | SUPPLIES/PARTS | \$ 211.35 |
| 02/11/2014 | 1 | 122610 | FRONTIER | PHONE SERVICE | \$ 815.00 |
| 02/11/2014 | 1 | 122611 | FUOSS GRAVEL COMPANY | CLASS II SAND-101.71/TONS | \$ 421.08 |
| 02/11/2014 | 1 | 122612 | GILBERT'S DO IT BEST HARDWARE & APP | REFRIGERATORS (3) AND SUPPLIES | \$ 2,058.38 |
| 02/11/2014 | 1 | 122613 | H2O COMPLIANCE SERVICES INC | CROSS CONNECTION PROGRAM SERVICES | \$ 1,299.38 |
| 02/11/2014 | 1 | 122614 | HOME DEPOT CREDIT SERVICES | SUPPLIES | \$ 118.95 |
| 02/11/2014 | 1 | 122615 | IDEXX DISTRIBUTION CORPORATION | WTP-WP 200 COLILERT | \$ 874.24 |
| 02/11/2014 | 1 | 122616 | INDEPENDENT NEWSPAPERS | CROSSING GUARD AD-1/29/14-2/2/14 | \$ 25.60 |
| 02/11/2014 | 1 | 122617 | INDUSTRIAL SUPPLY OF OWOSSO INC | SUPPLIES | \$ 263.15 |
| 02/11/2014 | 1 | 122618 | INTERSTATE BILLING SERVICE INC | SUPPLIES | \$ 481.67 |
| 02/11/2014 | 1 | 122619 | LANDMARK SURVEYING, P.C. | SURVEYING WORK ON HOWARD AND ELM STREETS | \$ 4,500.00 |
| 02/11/2014 | 1 | 122620 | LUDINGTON ELECTRIC, INC. | ELECTRICAL WORK | \$ 774.40 |
| 02/11/2014 | 1 | 122621 | MEMORIAL HEALTHCARE CENTER | PRE-EMPLOYMENT DRUG SCREEN-J SHEPARD | \$ 91.25 |
| 02/11/2014 | 1 | 122622 | MEMORIAL HEALTHCARE EDUCATION DEPT | BASIC LIFE SUPPORT CARDS (7) | \$ 24.50 |
| 02/11/2014 | 1 | 122623 | MICHIGAN GOVERNMENT FINANCE | PAT SKUTT-SPRING SEMINAR | \$ 99.00 |

| | | | | | |
|------------|---|--------|---|--|--------------|
| 02/11/2014 | 1 | 122624 | MORTON SALT INC | ROAD SALT-638.89/TONS | \$ 29,127.00 |
| 02/11/2014 | 1 | 122625 | MSHDA | 2014 SPRING REGIONAL TRAINING-S WARREN-RILEY | \$ 15.00 |
| 02/11/2014 | 1 | 122626 | NORTH AMERICAN OVERHEAD DOOR INC | DOOR REPAIR | \$ 221.97 |
| 02/11/2014 | 1 | 122627 | O'REILLY AUTO PARTS | PARTS | \$ 24.14 |
| 02/11/2014 | 1 | 122628 | OFFICE SOURCE | CHAIRS (3) | \$ 900.00 |
| 02/11/2014 | 1 | 122629 | OFFICEMAX INC | SUPPLIES | \$ 300.64 |
| 02/11/2014 | 1 | 122630 | POLICE OFFICERS LABOR COUNCIL | EMP DEDUCTION-UNION DUES | \$ 859.50 |
| 02/11/2014 | 1 | 122631 | SCHINDLER ELEVATOR CORPORATION | REPLACE PACKING IN LIBRARY ELEVATOR | \$ 1,471.00 |
| 02/11/2014 | 1 | 122632 | SHIAWASSEE COUNTY MEDICAL GROUP | T FELKER | \$ 114.00 |
| 02/11/2014 | 1 | 122633 | SMITH JANITORIAL SUPPLY | SUPPLIES | \$ 679.00 |
| 02/11/2014 | 1 | 122634 | SPRINT | JANUARY 2014-SERVICE/EQUIPMENT CHARGES | \$ 1,047.55 |
| 02/11/2014 | 1 | 122635 | STATE OF MICHIGAN | ANNUAL STORM WATER PERMIT FEE FOR WWTP | \$ 260.00 |
| 02/11/2014 | 1 | 122636 | STECHSCHULTE GAS & OIL, INC. | LUBES | \$ 460.63 |
| 02/11/2014 | 1 | 122637 | SUMBERA EXCAVATING, INC. | 22A GRAVEL-49.53/TONS | \$ 383.86 |
| 02/11/2014 | 1 | 122638 | UNIQUE PAVING MATERIALS CORPORATION | WINTER MIX COLD PATCH-51/TONS | \$ 4,862.85 |
| 02/11/2014 | 1 | 122639 | USDA RURAL DEVELOPMENT | REFUND | \$ 348.55 |
| 02/11/2014 | 1 | 122640 | VALLEY LUMBER | SUPPLIES | \$ 16.90 |
| 02/11/2014 | 1 | 122641 | WASTE MANAGEMENT OF MICHIGAN INC | DISPOSAL CHARGES-1/16/14-1/31/14 | \$ 4,185.92 |
| 02/11/2014 | 1 | 122642 | WIN'S ELECTRICAL SUPPLY OF OWOSSO | SUPPLIES | \$ 257.68 |
| 02/19/2014 | 1 | 109(E) | MUNICIPAL EMPLOYEES RETIREMENT SYSTEM | JAN 2014 POLICE COMMAND CONTRIBUTIONS | \$ 9,327.16 |
| 02/21/2014 | 1 | 110(A) | C & B AIR COMPRESSORS | INSTALL NEW DRIVE SEAL ON NORTH AIR COMP | \$ 3,320.00 |
| 02/21/2014 | 1 | 111(A) | LOGICALIS INC | JANUARY 2014-NETWORK ENGINEERING SUPPORT | \$ 8,092.00 |
| 02/21/2014 | 1 | 112(A) | OFFICEMAX INC | SUPPLIES | \$ 139.79 |
| 02/21/2014 | 1 | 113(A) | POLYDYNE INC | AF 4500 POLYMER | \$ 2,205.00 |
| 02/21/2014 | 1 | 114(A) | PRIORITY ONE EMERGENCY INC | PARTS | \$ 773.01 |
| 02/21/2014 | 1 | 115(A) | Q2A ASSOCIATES LLC | FINANCIAL SERVICES-1/19/14-2/1/14 | \$ 3,139.50 |
| 02/21/2014 | 1 | 116(A) | REEVES WHEEL ALIGNMENT, INC. | REPAIRS | \$ 54.60 |
| 02/21/2014 | 1 | 117(A) | SWIM LLC | UTILITIES DIRECTOR SERVICES-2/2/14-2/15/14 | \$ 1,638.00 |
| 02/21/2014 | 1 | 118(A) | MICHAEL GENE WHEELER | CONTRACT SCHOOL LIAISON OFFICER-55.5/HRS | \$ 1,015.65 |
| 02/21/2014 | 1 | 119(A) | YORK REPAIR INC | WWTP-150 HP MOTOR REBUILD. | \$ 4,977.37 |
| 02/21/2014 | 1 | 122643 | MICHAEL LEVERE ASH | CONTRACT SCHOOL LIAISON OFFICER-61.5/HRS | \$ 1,125.45 |
| 02/21/2014 | 1 | 122644 | BATTERIES PLUS #445 | OFD-6V LEAD BATTERIES (3) | \$ 50.97 |
| 02/21/2014 | 1 | 122645 | BODMAN LLP | JAN 2014-PROFESSIONAL SERVICES | \$ 122.50 |
| 02/21/2014 | 1 | 122646 | BROWN & STEWART P C | PROFESSIONAL SERVICES | \$ 9,744.55 |
| 02/21/2014 | 1 | 122647 | C D W GOVERNMENT, INC. | OFFICE PRO PLUS | \$ 365.00 |
| 02/21/2014 | 1 | 122648 | CARQUEST AUTO PARTS STORE | HYD HOSE FOR TRUCKS ETC | \$ 1,620.77 |
| 02/21/2014 | 1 | 122649 | CITY OF CORUNNA | JAN 2014 ADMINISTRATIVE SERVICES FOR OPD | \$ 1,739.40 |
| 02/21/2014 | 1 | 122650 | CONSUMERS ENERGY | ELECTRIC/GAS SERVICE | \$ 22,852.80 |
| 02/21/2014 | 1 | 122651 | VOID | | VOID |
| | | | Void Reason: Created From Check Run Process | | |
| 02/21/2014 | 1 | 122652 | DAYSTARR COMMUNICATIONS | MARCH 2014 BROADBAND INTERNET AND FEES | \$ 495.00 |
| 02/21/2014 | 1 | 122653 | DELTA DENTAL PLAN OF MICHIGAN | DENTAL INSURANCE PREMIUM | \$ 4,398.94 |
| 02/21/2014 | 1 | 122654 | DUPERON CORPORATION | SCREENING EQUIPMENT FOR WWTP | \$ 2,605.00 |
| 02/21/2014 | 1 | 122655 | EVERGREENS INC | ORIGINAL LOST | VOID |
| | | | Void Reason: REISSUED #122703 | | |
| 02/21/2014 | 1 | 122656 | FISHBECK, THOMPSON, CARR & HUBER, I | ENGINEERING SERVICES | VOID |
| | | | Void Reason: WRONG VENDOR-S/B ORCHARD HILTZ & MCCLIMENT | | |
| 02/21/2014 | 1 | 122657 | BENJAMIN R FREDERICK | DINNER FOR KENDAL COLLEGE DELEGATION | \$ 202.86 |
| 02/21/2014 | 1 | 122658 | FRONTIER | TRAFFIC SIGNAL PHONE SERVICE | \$ 104.95 |
| 02/21/2014 | 1 | 122659 | GRAYMONT CAPITAL INC | QUICKLIME-45.05/TONS | \$ 6,307.00 |
| 02/21/2014 | 1 | 122660 | HENRY PRATT COMPANY LLC | PARTS | \$ 857.23 |

| | | | | | |
|------------|---|--------|--|---|--------------|
| 02/21/2014 | 1 | 122661 | HSBC MORTGAGE | REFUND | \$ 1,071.77 |
| 02/21/2014 | 1 | 122662 | IMPRESS TECHNOLOGIES LLC | DRILL HOLES IN MAN HOLE COVERS (20) | \$ 200.00 |
| 02/21/2014 | 1 | 122663 | INDEPENDENT NEWSPAPERS | EXECUTIVE SECRETARY AD | \$ 31.40 |
| 02/21/2014 | 1 | 122664 | INDEPENDENT STATIONERS | SUPPLIES | \$ 104.83 |
| 02/21/2014 | 1 | 122665 | LAKESIDE EQUIPMENT CORPORATION | WWTP-STUB SHAFT BOLTS | \$ 71.00 |
| 02/21/2014 | 1 | 122666 | LAMPHERE'S | DWP-NEW MOTOR IN FURNACE | \$ 448.88 |
| 02/21/2014 | 1 | 122667 | LANDUSE/USA, LLC | HOUSING AND RESIDENTIAL ANALYSIS | \$ 2,000.00 |
| 02/21/2014 | 1 | 122668 | TYLER JOHN LEPPANEN | INTERN EXPENSE REIMBURSEMENT-40 HRS | \$ 200.00 |
| 02/21/2014 | 1 | 122669 | LUDINGTON ELECTRIC, INC. | REPAIRS | \$ 215.00 |
| 02/21/2014 | 1 | 122670 | MEMORIAL HEALTHCARE CENTER | LAB-DRAWING FEE | \$ 17.00 |
| 02/21/2014 | 1 | 122671 | MICHIGAN ASSOCIATION OF FIRE CHIEFS | 2014 WINTER WORKSHOP-KEVIN LENKART | \$ 90.00 |
| 02/21/2014 | 1 | 122672 | MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS | MEMBERSHIPS-AMY KIRKLAND/ROXANE CRAMER | \$ 130.00 |
| 02/21/2014 | 1 | 122673 | MISDU | PAYROLL DEDUCTION | \$ 828.96 |
| 02/21/2014 | 1 | 122674 | MORTON SALT INC | ROAD SALT-351.84/TONS | \$ 16,040.38 |
| 02/21/2014 | 1 | 122675 | MUTUAL EYE CLAIM AUDITS | VISION COVERAGE PREMIUM | \$ 546.60 |
| 02/21/2014 | 1 | 122676 | NORTHERN LAKE SERVICE INC | MERCURY ANALYSES-1/23/14 | \$ 258.00 |
| 02/21/2014 | 1 | 122677 | OFFICE SOURCE | WWTP-PRINTER | \$ 179.99 |
| 02/21/2014 | 1 | 122678 | OWOSSO BOLT & BRASS CO | SUPPLIES | \$ 325.87 |
| 02/21/2014 | 1 | 122679 | GARY L PALMER | PLAN REVIEW FEE | \$ 100.00 |
| 02/21/2014 | 1 | 122680 | RADIO SHACK DEALER 22-H074 | SUPPLIES | \$ 7.99 |
| 02/21/2014 | 1 | 122681 | RUTHY'S LAUNDRY CENTER | JANUARY 2014-PUBLIC SAFETY DRY CLEANING | \$ 350.50 |
| 02/21/2014 | 1 | 122682 | THE SHERWIN-WILLIAMS CO. | PAINT | \$ 335.88 |
| 02/21/2014 | 1 | 122683 | SHIAWASSEE COUNTY TREASURER | AT LARGE | \$ 17,894.05 |
| 02/21/2014 | 1 | 122684 | SHIAWASSEE FAMILY YMCA | PAYROLL DEDUCTION-MEMBERSHIPS | \$ 190.77 |
| 02/21/2014 | 1 | 122685 | SOUTHSIDE CAR WASH | JAN 2014-OPD CAR WASHES | \$ 51.00 |
| 02/21/2014 | 1 | 122686 | STATE OF MICHIGAN | STATE OF MICHIGAN WITHHOLDING TAX | \$ 11,407.66 |
| 02/21/2014 | 1 | 122687 | STATE OF MICHIGAN | EMS AGENCY AND VEHICLE APPLICATION FEES | \$ 175.00 |
| 02/21/2014 | 1 | 122688 | STECHSCHULTE GAS & OIL, INC. | FUEL | \$ 18,777.71 |
| 02/21/2014 | 1 | 122689 | TROXLER ELECTRONIC LABORATORIES, IN | DISPOSAL OF TROXLER DENSITY TESTER | \$ 745.00 |
| 02/21/2014 | 1 | 122690 | WASTE MANAGEMENT OF MICHIGAN INC | FEB 2014-REFUSE SERVICE | \$ 367.95 |
| 02/21/2014 | 1 | 122691 | WASTE MANAGEMENT OF MICHIGAN INC | WWTP-SLUDGE DISPOSAL 2/1/14-2/16/14 | \$ 2,745.81 |
| 02/21/2014 | 1 | 122692 | WM FLOYD CO | 2013 SHIAWASSEE DISTRICT LIBRARY BOILER | \$ 27,825.00 |
| 02/21/2014 | 1 | 122693 | XYLEM/GODWIN | PUMPING MATERIALS FOR WWTP | \$ 2,175.54 |
| 02/28/2014 | 1 | 122694 | HUSKA JEFFERY | UB refund for account: 5827570004 | \$ 17.27 |
| 02/28/2014 | 1 | 122695 | PERKINS MARCUS | UB refund for account: 2277240003 | \$ 24.86 |
| 02/28/2014 | 1 | 122696 | HANDL HENRY | UB refund for account: 5844570002 | \$ 47.13 |
| 02/28/2014 | 1 | 122697 | PLATT AARON | UB refund for account: 1559500014 | \$ 14.20 |
| 02/28/2014 | 1 | 122698 | TILSON LYNNETTE | UB refund for account: 2607090006 | \$ 50.67 |
| 02/28/2014 | 1 | 122699 | D & M TRANSPORT | UB refund for account: 4288650001 | \$ 75.27 |
| 02/28/2014 | 1 | 122700 | REMAX REAL ESTATE PROFESSIONALS | UB refund for account: 1260000011 | \$ 53.16 |
| 02/28/2014 | 1 | 122701 | ORCHARD HILTZ & MCCLIMENT INC | ENGINEERING SERVICES | \$ 290.00 |
| 02/28/2014 | 1 | 122702 | PHYSICIANS HEALTH PLAN OF MID-MICH | HEALTH INSURANCE PREMIUM | \$ 81,472.29 |
| 02/28/2014 | 1 | 122703 | SHIAWASSEE COUNTY TREASURER AND EVERGREENS INC | OWOSSO DRAIN ASSESSMENT (2012) | \$ 237.85 |
| 02/28/2014 | 1 | 122704 | STANDARD INSURANCE COMPANY | GROUP LIFE INSURANCE PREMIUM | \$ 2,557.94 |

1 TOTALS:

(3 Checks Voided)

Total of 185 Disbursements:

\$ 635,568.80

Bank 10 OWOSSO HISTORICAL FUND

| | | | | | |
|------------|----|------|--------------------------------------|--------------------------------------|-------------|
| 02/05/2014 | 10 | 4520 | REX'S FURNITURE REPAIR & REFINISHING | REPAIR TO HUMIDOR | \$ 100.00 |
| 02/05/2014 | 10 | 4521 | CHARTER COMMUNICATIONS | TV/INTERNET | \$ 81.65 |
| 02/05/2014 | 10 | 4522 | SPECIALTY SALVAGE LLC | TRASH SERVICE-GOULD HOUSE | \$ 35.97 |
| 02/05/2014 | 10 | 4523 | MITCHELL SPEERS | ORIENTATION PACKET & STORAGE | \$ 86.99 |
| 02/12/2014 | 10 | 4524 | FRONTIER | 515 N WASHINGTON ST APT 3 | \$ 41.47 |
| 02/12/2014 | 10 | 4525 | SECURITY ALARM CO INC | 224 CURWOOD CASTLE DR-3/1/14-5/31/14 | \$ 60.00 |
| 02/12/2014 | 10 | 4526 | MITCHELL SPEERS | INDEX DIVIDERS/ORIENTATION PACKET | \$ 117.53 |
| 02/24/2014 | 10 | 4527 | CHARTER COMMUNICATIONS | 515 N WASHINGTON ST #3 | \$ 26.64 |
| 02/24/2014 | 10 | 4528 | CONSUMERS ENERGY | ELECTRIC/GAS SERVICE | \$ 1,125.10 |
| 02/24/2014 | 10 | 4529 | ROSEMARY MAGLEY | CASTLE/GOULD HOUSE CLEANING | \$ 100.00 |
| 02/24/2014 | 10 | 4530 | LORRAINE WECKWERT | AREA RUG FOR CASTLE | \$ 48.00 |

10 TOTALS:

Total of 11 Disbursements: \$ 1,823.35

Bank 2 TRUST & AGENCY

| | | | | | |
|------------|---|------|---------------------------------------|-----------------------|---------------|
| 02/12/2014 | 2 | 6323 | OWOSSO PUBLIC SCHOOLS | REAL/PP COLLECTIONS | \$ 185,415.96 |
| 02/12/2014 | 2 | 6324 | SHIAWASSEE AREA TRANSPORTATION AGENCY | REAL/PP COLLECTIONS | \$ 183.95 |
| 02/12/2014 | 2 | 6325 | SHIAWASSEE COUNTY TREASURER | COLLECTIONS | \$ 108,920.77 |
| 02/12/2014 | 2 | 6326 | SHIAWASSEE COUNTY TREASURER | TRAILER FEES-144 LOTS | \$ 360.00 |
| 02/12/2014 | 2 | 6327 | SHIAWASSEE DISTRICT LIBRARY | REAL/PP COLLECTIONS | \$ 16,870.27 |
| 02/24/2014 | 2 | 6328 | OWOSSO PUBLIC SCHOOLS | COLLECTIONS | \$ 797,659.99 |
| 02/24/2014 | 2 | 6329 | SHIAWASSEE AREA TRANSPORTATION AGENCY | REAL/PP COLLECTIONS | \$ 634.12 |
| 02/24/2014 | 2 | 6330 | SHIAWASSEE COUNTY TREASURER | COLLECTIONS | \$ 450,625.60 |
| 02/24/2014 | 2 | 6331 | SHIAWASSEE DISTRICT LIBRARY | COLLECTIONS | \$ 83,370.48 |

2 TOTALS:

Total of 9 Disbursements: \$ 1,644,041.14

REPORT TOTALS:

(3 Checks Voided)

Total of 205 Disbursements: \$ 2,281,433.29



MEMORANDUM

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

DATE: March 31, 2014

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Application for Transportation Alternatives Program (Enhancement) for the trailhead and retaining wall features for the James Miner Riverwalk.

RECOMMENDATION:

I recommend City Council approve the attached resolution, supporting proposed improvements to the James Miner Riverwalk, specifically the retaining wall and trailway features as described within the City's DIG project, as the first step in seeking MDOT Transportation Alternative Program (TAP) funds for the project.

BACKGROUND:

The City's Downtown Infrastructure Grant (DIG) application has been approved by the state. City administration recommends expanding certain parts of the work proposed to include the deteriorated walkway located under the M-21 bridge and adjacent to the Shiawassee River. The Michigan Department of Transportation offers a competitive funding program named Transportation Alternatives Program that is available to communities like Owosso to assist with such projects. Eligible activities for TAP funding include improvements to non-motorized transportation facilities that enhance walkability for both pedestrians and bicyclists. TAP funds are currently available for projects that may be completed during the FY2015 construction season and the City proposes to enter an application for funding to replace the retaining wall and trailway features that are part of the James Miner Riverwalk near the Main Street bridge. Some of the work proposed was included as part of the DIG project and instead of removing it from the grant the City wishes to expand the project limits to include those portions of the James Miner Riverwalk that pass under and around the M-21 Bridge to leverage the grant to the benefit of the City. The objective of this project is to replace deteriorated sections of the riverwalk and improve them to meet current ADA standards. TAP funds, if approved, will replace city's share of the costs associated with these improvements. The City would bid the project in accordance with DIG guidelines and seek reimbursement for its share of the cost from TAP funds. This work will improve mobility and safety for all non-motorized traffic that utilizes the James Miner Riverwalk.

FISCAL IMPACTS:

The total estimated cost for this project is \$123,300.00; of which CDBG funds from the DIG project will pay \$56,550.00 and MDOT TAP funds, if approved by MDOT, will pay \$56,550.00. The City will be responsible for providing full design engineering and construction administration services for the project. Approval of the attached resolution will indicate Council's willingness and support for the project, and the funding required of the City. MDOT requires the submission of such a resolution prior to consideration of any application for funds.

If MDOT does not approve the project and/or the necessary Transportation Alternatives Program funds, then the project will be reduced to its current state as described within the DIG application.

This document originated by: Mark Sedlak, Director of Public Services

RESOLUTION NO.

**RESOLUTION AUTHORIZING APPLICATION FOR
TRANSPORTATION ALTERNATIVE PROGRAM FUNDS
FOR JAMES MINER RIVERWALK IMPROVEMENTS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, possesses a walkway along the Shiawassee River that includes an area running under the Main Street bridge, known as the James Miner Riverwalk; and

WHEREAS, significant improvements must be made to the walkway and adjacent retaining wall to repair damage caused by flooding and to bring the trail into compliance with current ADA standards; and

WHEREAS, the Michigan Department of Transportation offers special funding known as Transportation Alternative Program Funds for improvements to non-motorized route systems, such as the James Miner Riverwalk; and

WHEREAS, the City of Owosso is eligible to receive TAP funds as a municipality within a federal-aid small urbanized area; and

WHEREAS, the City of Owosso proposes to procure Transportation Alternative Program funds for the purpose of providing a 50 percent (50%) federal match for the City's CDBG proceeds as outlined in its application.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to proceed with improvements to the James Miner Riverwalk in the area of the Main Street bridge.
- SECOND: The City of Owosso application for Transportation Alternative Program funds to partially fund the necessary improvements to the James Miner Riverwalk and is willing to participate in this program.
- THIRD: The Mayor and City Clerk are hereby authorized to sign the application documents and City staff is further authorized to obligate City funds as its match of the project cost.



MEMORANDUM

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

DATE: March 13, 2014

TO: Mayor Frederick and the Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: General Engineering Services Agreements

RECOMMENDATION:

I recommend approval of three agreements for general engineering services. Specifically, it is recommended that City Council approve agreements with:

1. Spicer Group (St Johns, MI)
2. Fishbeck, Thompson, Carr & Huber (Lansing, MI)
3. Fleis & Vandenbrink (Flint, MI)

The agreements have been approved by the city manager as to substance and form. Individual resolutions approving each of these three agreements appear under the regular order of business.

BACKGROUND:

On December 17, 2013, the city of Owosso received written proposals from fourteen engineering firms to provide general engineering services to the City. These services are necessary to support the City's engineering staff in carrying out the duties and responsibilities of the Engineering Division whenever workload demands the addition of a consultant's staff and expertise. The proposals were evaluated and scored by a committee of city staff using a quality based selection procedure. This process was necessary to fulfill a requirement to receive future federal and state funding through MDOT and other state agencies. The criteria used to evaluate proposals included the firm's reputation, staffing, ability to meet schedule and budget control. The five highest scored firms were interviewed in person to determine the final ranking. It is recommended to enter into contracts with the three highest ranked firms. The term for these agreements will be renewed annually through June 30, 2017.

FISCAL IMPACTS:

City staff will request individual quotes from the three firms whenever there is a need for a specific service. These quotes will be evaluated and administered in accordance with the city of Owosso's Purchasing Policy.

Document originated by: Mark Sedlak, Director of Public Services

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES WITH
SPICER GROUP,
FISHBECK, THOMPSON, CARR & HUBER, INC., AND
FLEIS & VANDENBRINK ENGINEERING, INC.**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to secure professional engineering services for various public improvement projects in the city; and

WHEREAS, a quality based selection process was developed to select a qualified engineering firm; and

WHEREAS, the Spicer Group, Fishbeck Thompson Carr & Huber Inc., and Fleis & Vandenbrink Engineering Inc., have been determined as most qualified to perform engineering services through this process.

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 firms of Spicer Group, Fishbeck Thompson Carr & Huber Inc., and Fleis & Vandenbrink Engineering Inc., to provide professional engineering services for future engineering projects; and
- SECOND: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit A, Agreement for Professional Engineering Services with Spicer Group; and
- THIRD that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit B, Agreement for Professional Engineering Services with Fishbeck Thompson Carr & Huber Inc.; and
- FOURTH that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit C, Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering Inc.; and
- FIFTH that the city manager of the city of Owosso is hereby instructed to receive cost proposals from each of these three firms for future projects and make commendation to the City Council for acceptance and award in accordance with the city of Owosso Purchasing Policy for a period renewed annually through June 30, 2017.

February 27, 2014

Mark Sedlak, Director of Public Services
City of Owosso
522 Milwaukee Street
Owosso, MI 48867

RE: Agreement for Professional Engineering Services with Spicer Group
City of Owosso

Mark,

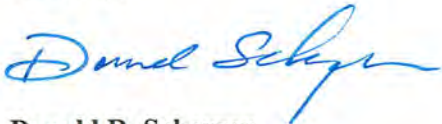
As instructed we have filled out the relative documents and have signed and dated both agreements.

I am returning both copies to you as instructed.

We are eager and anxious to begin working with the City.

Thank you for your consideration.

Sincerely,



Donald R. Scherzer
President

SPICER GROUP, INC
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 754-4717 ext. 5511
Fax: (989) 754-4440
Cell: (989) 928-8014
E-mail: dons@spicergroup.com

Cc: SGI File P013032P2013

q:\proj2013\p013032p2013-city of owosso ge services_proposal\2014-02-27_agreementltr_sedlak.doc

EXHIBIT A TO RESOLUTION ___-2014

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH SPICER GROUP

THIS IS AN AGREEMENT made on March 17, 2014 between the city of Owosso, hereinafter referred to as the "owner," and Spicer Group with its principal place of business at 230 S. Washington Ave., Saginaw, MI 48607, hereinafter referred to as the "engineer."

WHEREAS, the owner intends to accomplish a general engineering services contract for as-needed services, hereinafter referred to as the "project"; and

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

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

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

SECTION I - DESCRIPTION OF SERVICES STATEMENT OF UNDERSTANDING

1.1 General

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

1.1.2 The engineer agrees to adhere to general conditions listed in Exhibit B – General Conditions.

1.2 Pertaining to the Engineer's Services

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

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

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

1.2.4 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants to the owner a nonexclusive license for the owner's use of the documents on the project. They are not intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses

and expenses, including attorneys' fees, arising out of or resulting therefrom.

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

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

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

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

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

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

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

1.3 Pertaining to the Owner

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

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;
- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and

d. permits and approvals from any authorities having jurisdiction over the project.

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

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

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

SECTION II - COMPENSATION FOR SERVICES

2.1 General

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

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

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

SECTION III - GENERAL PROVISIONS

3.1 General

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

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

3.1.3 This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner

terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

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

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

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

Approved _____, _____
Month Day Year

For the engineer:
Spicer Group.

For the owner:
City of Owosso, Michigan

By: *Donald Spicer*
Donald Spicer,
President

By: _____
Benjamin R. Frederick
Mayor

By: *Darrick W. Huff*
Darrick W Huff
Project Manager

By: _____
Amy K. Kirkland
City Clerk

Executed: 2-26, 2014

Executed: _____, 2014

EXHIBIT A

INSURANCE COVERAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Nothing contained in this contract is to be construed as limiting the liability of the engineer. The owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate in each addendum for specific projects to protect the owner, or the engineer, but are merely minimums. The obligations of the engineer to purchase insurance shall not, in any way, limit its obligations to the owner in the event that the owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the engineer's insurance.

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

**ADDENDUM 1 TO AN AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
WITH
LEGAL NAME OF ENGINEERING SERVICES**

This addendum is attached and made part of the agreement for professional engineering services dated Month Day, Year between the city of Owosso, Michigan (owner) and name of engineering service (Engineer) providing for professional services.

NAME OF PARTICULAR BID OR PROJECT

PROJECT SCOPE OF WORK

The project scope of work is attached as Section 1: Statement of Understanding and Addenda.

SCHEDULE

The schedule for the project is attached as Addenda: Schedule and Budget Control shown begin by Month Day, Year and be completed by Month Day, Year.

COMPENSATION

The cost proposal of the engineer for the project is attached as Addenda: Design Engineering which totals \$ amount and Construction Administration \$ amount. The engineer shall submit for payment based on monthly progress of the work.

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

Approved Month day, year

For ENGINEER:
Full legal name of engineering service

OWNER:
City of Owosso, Michigan

By: _____

By: _____
Benjamin R. Frederick
Mayor

By: _____

By: _____
Amy Kirkland
City Clerk

Executed: _____, 2014

Executed: _____, 2014

EXHIBIT B GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SPECIFIC SPECIFICATION

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, caused by the negligent acts, errors or omissions of the engineer, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply

to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder' expense.

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.
The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by Spicer Group
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ; State of Incorporation Michigan

B. Partnership ; List of names _____

C. DBA ; State full name _____ DBA _____

D. Other ; Explain _____

Signature of Bidder Donald Skye Title President
(Authorized Signature)

Signature of Bidder Daniel W. Hill Title Project Manager
(Authorized Signature)

Address 1400 Zeeb Drive City St Johns Zip 48879

Telephone (989) 224-2355

Signed this 26th day of February 2014.

Bidder acknowledges receipt of the following Addenda:

| ADDENDUM NO. | BIDDER'S INITIALS |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|--|---|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Spicer Group, Inc. | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) 230 S. Washington Ave. | Requester's name and address (optional) |
| City, state, and ZIP code Saginaw, MI 48607-1286 | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 3 | 8 | - | 1 | 6 | 1 | 2 | 0 | 1 | 7 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | | | |
|------------------|----------------------------|-----------------------|--------|----------------------|
| Sign Here | Signature of U.S. person ▶ | <i>Susan Grovella</i> | Date ▶ | <i>Feb. 26, 2014</i> |
|------------------|----------------------------|-----------------------|--------|----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861 | | CONTACT NAME: certs@pciaonline.com PHONE (A/C No. Ext): (800) 969-4041 FAX (A/C No.): (800) 969-4081 E-MAIL ADDRESS: certs@pciaonline.com | | | | | | | | | | | | | | | |
|---|--------|---|--|---------|--------|---|-------|---|-------|-----------------------------------|-------|-------------------------------------|-------|-------------------------------------|-------|------------|--|
| INSURED Spicer Group, Inc. 230 S. Washington Ave. Saginaw MI 48607-1286 | | INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indem. Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Prop Casualty of Ame</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER D: The Phoenix Insurance Co</td> <td>25623</td> </tr> <tr> <td>INSURER E: Hudson Insurance Company</td> <td>25054</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | | INSURER | NAIC # | INSURER A: Travelers Indem. Co of America | 25666 | INSURER B: Travelers Prop Casualty of Ame | 25674 | INSURER C: Travelers Indemnity Co | 25658 | INSURER D: The Phoenix Insurance Co | 25623 | INSURER E: Hudson Insurance Company | 25054 | INSURER F: | |
| INSURER | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A: Travelers Indem. Co of America | 25666 | | | | | | | | | | | | | | | | |
| INSURER B: Travelers Prop Casualty of Ame | 25674 | | | | | | | | | | | | | | | | |
| INSURER C: Travelers Indemnity Co | 25658 | | | | | | | | | | | | | | | | |
| INSURER D: The Phoenix Insurance Co | 25623 | | | | | | | | | | | | | | | | |
| INSURER E: Hudson Insurance Company | 25054 | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 14-15 ALL** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|----------|-------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | 6806C502962 | 1/1/2014 | 1/1/2015 | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> X, C, U | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input checked="" type="checkbox"/> Contractual Liability | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | BA6776M317 | 1/1/2014 | 1/1/2015 | PROPERTY DAMAGE (Per accident) \$ |
| | | SCHEDULED AUTOS NON-OWNED AUTOS | X | | | | Hired/Non Owned Liability \$ 1,000,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP6C5049061347 | 1/1/2014 | 1/1/2015 | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | XVMPNUB3852T67014 | 1/1/2014 | 1/1/2015 | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | Y/N <input checked="" type="checkbox"/> N | N/A | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Professional Liability | | | AEE72432-04 | 1/1/2014 | 1/1/2015 | Per Claim \$ 2,000,000 |
| | | | | | | | Aggregate \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project-General As Needed Engineering Services; Certificate Holder is listed as additional insured as respects to General and Auto Liability only when required within a written contract.

| | | | |
|---|--|--|--|
| CERTIFICATE HOLDER | | CANCELLATION | |
| City of Owosso Mark Sedlak 301 W. Main Street Owosso, MI 48867 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | |
| | | AUTHORIZED REPRESENTATIVE Mike Cosgrove/PAT <i>Michael Cosgrove</i> | |



TRANSMITTAL

Ms. Marlene M. Jungnitsch
City of Owosso
301 West Main Street
Owosso, MI 48867

March 12, 2014

Re: Agreement for Professional Engineering Services with City of Owosso

Project No. NBO

- FOR REVIEW
- FOR YOUR USE
- AS REQUESTED

Sent By: Jeffrey J. Brown, P.E./pmb

| COPIES | DATE | DESCRIPTION |
|--------|-----------|--|
| 1 | 3/12/2014 | Agreement for Professional Engineering Services (with Certificate of Liability Insurance attached) |
| 2 | 3/11/2014 | Certificate of Liability Insurance |

COMMENTS

Per your request, an additional copy of the agreement is enclosed with the Certificate of Liability Insurance attached.

Also enclosed are two Certificates of Liability Insurance to be packaged with the two Agreement sets you already received.

If you have any questions or require additional information, please contact me at 517-887-4016 or jjbrown@ftch.com.

EXHIBIT A TO RESOLUTION ___-2014

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
FISHBECK, THOMPSON, CARR & HUBER, INC.**

THIS IS AN AGREEMENT made on March 17, 2014 between the city of Owosso, hereinafter referred to as the "owner," and Fishbeck, Thompson, Carr & Huber, Inc., with its principal place of business at 5913 Executive Drive, Suite 100, Lansing, MI 48911, hereinafter referred to as the "engineer."

WHEREAS, the owner intends to accomplish a general engineering services contract for as-needed services, hereinafter referred to as the "project"; and

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

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

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

**SECTION I - DESCRIPTION OF SERVICES
STATEMENT OF UNDERSTANDING**

1.1 General

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

1.1.2 The engineer agrees to adhere to general conditions listed in Exhibit B – General Conditions.

1.2 Pertaining to the Engineer's Services

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

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

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

1.2.4 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants to the owner a nonexclusive license for the owner's use of the documents on the project. They are not intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses

and expenses, including attorneys' fees, arising out of or resulting therefrom.

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

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

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

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

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

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

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

1.3 Pertaining to the Owner

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

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;
- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and

d. permits and approvals from any authorities having jurisdiction over the project.

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

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

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

SECTION II - COMPENSATION FOR SERVICES

2.1 General

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

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

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

SECTION III - GENERAL PROVISIONS

3.1 General

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

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

3.1.3 This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner

terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

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

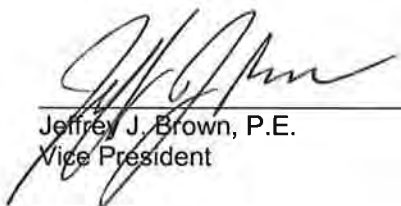
3.1.5 In the event any provisions of this agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed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

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

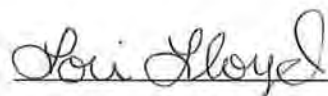
Approved _____
Month Day Year

For the engineer:
Fishbeck, Thompson, Carr & Huber, Inc.

For the owner:
City of Owosso, Michigan

By: 
Jeffrey J. Brown, P.E.
Vice President

By: _____
Benjamin R. Frederick
Mayor

By: 
Lou Lloyd

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2014

Executed: _____, 2014

EXHIBIT A

INSURANCE COVERAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Nothing contained in this contract is to be construed as limiting the liability of the engineer. The owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate in each addendum for specific projects to protect the owner, or the engineer, but are merely minimums. The obligations of the engineer to purchase insurance shall not, in any way, limit its obligations to the owner in the event that the owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the engineer's insurance.

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

**ADDENDUM 1 TO AN AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
WITH
LEGAL NAME OF ENGINEERING SERVICES**

This addendum is attached and made part of the agreement for professional engineering services dated Month Day, Year between the city of Owosso, Michigan (owner) and name of engineering service (Engineer) providing for professional services.

NAME OF PARTICULAR BID OR PROJECT

PROJECT SCOPE OF WORK

The project scope of work is attached as Section 1: Statement of Understanding and Addenda.

SCHEDULE

The schedule for the project is attached as Addenda: Schedule and Budget Control shown begin by Month Day, Year and be completed by Month Day, Year.

COMPENSATION

The cost proposal of the engineer for the project is attached as Addenda: Design Engineering which totals \$ amount and Construction Administration \$ amount. The engineer shall submit for payment based on monthly progress of the work.

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

Approved Month day, year

For ENGINEER:
Full legal name of engineering service

OWNER:
City of Owosso, Michigan

By: _____

By: _____
Benjamin R. Frederick
Mayor

By: _____

By: _____
Amy Kirkland
City Clerk

Executed: _____, 2014

Executed: _____, 2014

EXHIBIT B GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SPECIFIC SPECIFICATION

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, caused by the negligent act, errors or omissions of the engineer, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply

to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city. The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____; State of Incorporation _____

B. Partnership ____; List of names _____

C. DBA ____; State full name _____ DBA

D. Other ____; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

| ADDENDUM NO. | BIDDER'S INITIALS |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

Bidders can substitute this page with a copy of the insurance declaration of coverage sheet.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

BID NAME

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|------------------------------------|
| PRODUCER Professional Underwriters, Inc 39475 13 Mile Road, Suite 106 Novi MI 48377 | CONTACT NAME: Stephanie C. Mulligan PHONE (A/C, No, Ext): 248-553-8300 E-MAIL ADDRESS: smulligan@profunderwriters.com | FAX (A/C, No): 248-553-8305 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Fishbeck, Thompson, Carr & Huber, Inc. 1515 Arboretum Dr., SE Grand Rapids MI 49546 | INSURER A : Travelers Indemnity Company 25658 | |
| | INSURER B : Charter Oak Fire Insurance Co. 25615 | |
| | INSURER C : Travelers Property Casualty 25674 | |
| | INSURER D : Travelers Commercial 40282 | |
| | INSURER E : Continental Casualty Company 20443 | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** 1999331839 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG | | | 830-4985B626 | 11/1/2013 | 11/1/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 810-4985B626 | 11/1/2013 | 11/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | CUP-4985B626 | 11/1/2013 | 11/1/2014 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | PHUB-4985B626 | 11/1/2013 | 11/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000 |
| E | Arch/Eng Prof Liab Claims Made Basis | | | AEH-254038073 | 10/31/2013 | 10/31/2014 | \$1,000,000 \$1,000,000 Per Claim Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Owosso, its officers and employees are named as additional insured with respect to the General Liability as well as the Auto Liability and Umbrella.

| | |
|--|--|
| CERTIFICATE HOLDER City of Owosso 301 West Main Street Owosso MI 48867 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

TRANSMITTAL



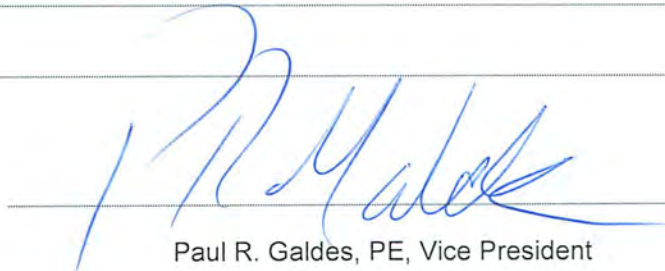
Attention: **Marlene M. Jungnitsch**
To: **City of Owosso**
301 W. Main St.
Owosso, MI 48867

Date: **March 6, 2014**
Project No.: **P10058**
Project Description: **General Engineering Services**

Quantity **3 Original Signed Agreements**

Remarks

- For Approval / Signature
- For Field Use
- For Your File
- Other:



Paul R. Galdes, PE, Vice President

CC:

EXHIBIT A TO RESOLUTION ___-2014

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
FLEIS & VANDENBRINK ENGINEERING, INC.**

THIS IS AN AGREEMENT made on March 17, 2014 between the city of Owosso, hereinafter referred to as the "owner," and Fleis & Vandenbrink Engineering, Inc. with its principal place of business at 2040 East Maple Ave., Flint, MI 48507, hereinafter referred to as the "engineer."

WHEREAS, the owner intends to accomplish a general engineering services contract for as-needed services, hereinafter referred to as the "project"; and

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

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

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

**SECTION I - DESCRIPTION OF SERVICES
STATEMENT OF UNDERSTANDING**

1.1 General

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

1.1.2 The engineer agrees to adhere to general conditions listed in Exhibit B – General Conditions.

1.2 Pertaining to the Engineer's Services

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

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

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

1.2.4 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants to the owner a nonexclusive license for the owner's use of the documents on the project. They are not intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses

and expenses, including attorneys' fees, arising out of or resulting therefrom.

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

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

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

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

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

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

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

1.3 Pertaining to the Owner

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

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;
- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and

d. permits and approvals from any authorities having jurisdiction over the project.

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

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

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

SECTION II - COMPENSATION FOR SERVICES

2.1 General

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

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

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

SECTION III - GENERAL PROVISIONS

3.1 General

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

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

3.1.3 This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner

terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

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

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

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

Approved _____, _____
Month Day Year

For the engineer:
Fleis & Vandenbrink Engineering, Inc.

For the owner:
City of Owosso, Michigan

By: Paul R. Goldes
Paul R. Goldes
Vice President

By: _____
Benjamin R. Frederick
Mayor

By: [Signature]

By: _____
Amy K. Kirkland
City Clerk

Executed: 3/5/, 2014

Executed: _____, 2014

EXHIBIT A

INSURANCE COVERAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Nothing contained in this contract is to be construed as limiting the liability of the engineer. The owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate in each addendum for specific projects to protect the owner, or the engineer, but are merely minimums. The obligations of the engineer to purchase insurance shall not, in any way, limit its obligations to the owner in the event that the owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the engineer's insurance.

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



FLEIS-1

OP ID: JJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|---|
| PRODUCER Olivier-VanDyk Agency, Inc 2780 44th Street SW Wyoming, MI 49519 Mike DeWindt | Phone: 616-454-0800 Fax: FAX 454-7100 | CONTACT NAME: Jody Johnson PHONE (A/C, No, Ext): 616-454-0800 FAX (A/C, No): 616-454-7100 E-MAIL ADDRESS: jodym@ovdinsurance.com |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Fleis &VandenBrink Engineering Inc, F&V Construction Mgmt Inc Gould Engineering Inc 2960 Lucerne Dr SE Grand Rapids, MI 49546 | INSURER A: Citizens Ins. Co. of America | NAIC # 31534 |
| | INSURER B: Massachusettes Bay Ins. Co. | NAIC # 31534 |
| | INSURER C: Hanover Insurance Company | NAIC # 22292 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | Z717994041 | 04/01/2013 | 04/01/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | AD17567040 | 04/01/2013 | 04/01/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | U717994057 | 04/01/2013 | 04/01/2014 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ -0- | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | W717568068 | 04/01/2013 | 04/01/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | Y/N <input checked="" type="checkbox"/> N/A | | | | | | |
| | DESCRIPTION OF OPERATIONS below | | | | | | |
| C | Architect/Engineer Professional Liab. | | | LHI9501310 RETROACTIVE DATE 01/12/93 | 04/01/2013 | 04/01/2014 | Per Claim 3,000,000 Aggregate 4,000,000 |

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

Engineering & Architectural Services
Umbrella Liability does not extend over the Professional Liability policy
City of Owosso is included as additional insured for general liability and is primary and non-contributory if required in written contract. 30 days notice of cancellation will be given.

CERTIFICATE HOLDER**CANCELLATION**

CITY043

City of Owosso
301 W Main Street
Owosso, MI 48867

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

**ADDENDUM 1 TO AN AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
WITH
LEGAL NAME OF ENGINEERING SERVICES**

This addendum is attached and made part of the agreement for professional engineering services dated Month Day, Year between the city of Owosso, Michigan (owner) and name of engineering service (Engineer) providing for professional services.

NAME OF PARTICULAR BID OR PROJECT

PROJECT SCOPE OF WORK

The project scope of work is attached as Section 1: Statement of Understanding and Addenda.

SCHEDULE

The schedule for the project is attached as Addenda: Schedule and Budget Control shown begin by Month Day, Year and be completed by Month Day, Year.

COMPENSATION

The cost proposal of the engineer for the project is attached as Addenda: Design Engineering which totals \$ amount and Construction Administration \$ amount. The engineer shall submit for payment based on monthly progress of the work.

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

Approved Month day, year

For ENGINEER:
Full legal name of engineering service

OWNER:
City of Owosso, Michigan

By: _____

By: _____
Benjamin R. Frederick
Mayor

By: _____

By: _____
Amy Kirkland
City Clerk

Executed: _____, 2014

Executed: _____, 2014

EXHIBIT B GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SPECIFIC SPECIFICATION

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, caused by the negligent acts, errors or omissions of the engineer, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply

to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.
The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by: Fleis & VandenBrink Engineering Inc.
(Name of Firm)

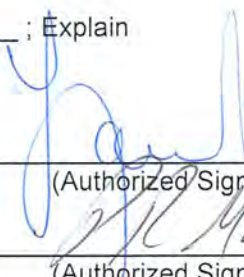
Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

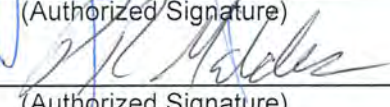
A. Corporation ; State of Incorporation Michigan

B. Partnership ; List of names _____

C. DBA ; State full name _____ DBA _____

D. Other ; Explain _____

Signature of Bidder  _____ Title President
(Authorized Signature)

Signature of Bidder  _____ Title Vice President
(Authorized Signature)

Address 2040 E. Maple Avenue City Flint Zip 48507

Telephone (810) 743-9120

Signed this 5th day of March, 2014.

Bidder acknowledges receipt of the following Addenda:

| ADDENDUM NO. | BIDDER'S INITIALS |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
FUELS HANDEN BEINK ENGINEERING INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
2960 LUCERNE DRIVE SE

City, state, and ZIP code
GRAND RAPIDS MI 49546

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|------------------------|--|--|---|--|--|---|--|--|
| Social security number | | | | | | | | |
| | | | - | | | - | | |
| | | | | | | | | |

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| Employer identification number | | | | | | | | |
| 3 | 8 | - | 3 | 0 | 8 | 8 | 5 | 1 |
| 8 | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Jackie Fless* Date ▶ *2/25/2014*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

Bidders can substitute this page with a copy of the insurance declaration of coverage sheet.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

BID NAME

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____



MEMORANDUM

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

DATE: March 12, 2014
TO: Mayor Frederick and the Owosso City Council
FROM: Mark Sedlak, Director of Public Services
SUBJECT: M52 & M21 Traffic Signal Cost Sharing Agreements

RECOMMENDATION:

Staff recommends approval of the attached cost sharing agreements for the installation and maintenance of new traffic signals installed as a part of the M21/M52 reconstruction project.

BACKGROUND:

As a part of the reconstruction of M21 & M52 the State will be installing new traffic signals along both highways. This work will include the installation of new stop lights, poles, signage, and pedestrian crossing signals. Some equipment will simply update older, currently installed signals while other equipment will consist of entirely new signals. The following chart lists the location of the signals involved, whether they are existing or new, and the proportion of the cost to be borne by the City.

| Location | Cross Street | Signal Type | New/Existing | Cost Sharing | |
|----------|-----------------|-------------------------------|--------------|--------------|------|
| | | | | MDOT | City |
| M21 | Brooks Street | School flasher sign | New | 100% | 0% |
| M21 | Cedar Street | Pedestrian Update | Existing | 50% | 50% |
| M21 | Chestnut Street | Pedestrian Update | Existing | 50% | 50% |
| M21 | Chipman Street | Pedestrian & Left Turn Update | Existing | 50% | 50% |
| M52 | King Street | Pedestrian Update | Existing | 50% | 50% |
| M52 | Oliver Street | Pedestrian & Left Turn Update | Existing | 50% | 50% |

FISCAL IMPACTS:

Despite the fact that the complexity of many of the signals to be installed has increased the overall estimated costs for the contracts in question are reduced thanks to the use of more energy efficient equipment.

Document originated by: Amy K. Kirkland, City Clerk

RESOLUTION NO.

**AUTHORIZING CONTRACTS WITH
THE MICHIGAN DEPARTMENT OF TRANSPORTATION
GOVERNING THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNALS ON M21 AND M52
AS A PART OF THE M21 / M52 RECONSTRUCTION PROJECT**

WHEREAS, the City of Owosso has numerous traffic and pedestrian signals along highways 21 and 52;
and

WHEREAS, the State of Michigan intends to reconstruct portions of these highways within the City limits;
and

WHEREAS, as a part of the reconstruction project new traffic signals and pedestrian signal systems will
be installed; and

WHEREAS, the City and the State desire written agreements dictating the responsibilities of each party in
regard to the installation and maintenance of said signals.

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

FIRST: The attached agreements dictating the installation and maintenance of traffic signals on
M21 and M52, numbered as follows, are hereby approved:

76012-01-002
76012-01-004
76061-01-001
76061-01-002
76061-01-007
76061-05-014

SECOND: The Accounts Payable Department is hereby authorized to pay the State of Michigan for
charges accrued according to the above agreements.

THIRD: The money shall be paid from the Major Street Fund.



**MICHIGAN DEPARTMENT OF TRANSPORTATION
COST AGREEMENT FOR TRAFFIC SIGNAL
CONTROL**

Lansing Region
 District TSC
 County

This Agreement Cancels and Supercedes All Previous Cost Agreements AND is terminable on thirty days notice by any party.

LOCATION Modernization Traffic Signal
 M52 (SHIAWASSEE) @ OLIVER ST
 OWOSSO Shiawassee County

Typed Date 04/12/2006
 Work Auth No. 16566
 MDOT Plan No. 76012-01-002
 Installation Date 16566

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 09/06/2013. Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

PARTICIPATION

| AGENCY | (BY CONTRACT) | INSTALLATION | | MAINTENANCE | |
|------------------------------|---------------|--------------|----------------|-------------|-----------------------|
| | | Per Cent | Estimated Cost | Per Cent | Estimated Annual Cost |
| Dept of Transportation 76012 | | 0 % | # | 50 % | \$432 |
| OWOSSO | City | % | # | 50 % | \$432 |
| Total | | 0 % | | 100 % | \$864 |

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT

It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT

| | | |
|--|--|---|
| | | For Michigan Department of Transportation use ONLY. |
| APPROVED: City of OWOSSO Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | APPROVED: By _____ Engineer of Operations Date _____ |
| APPROVED: Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | SIGNED: MICHIGAN DEPARTMENT OF TRANSPORTATION By _____ Deputy Director, Field Services Date _____ |

* Two copies of resolution must be submitted with this form.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.
2. A divided highway shall be considered the same as a two-way undivided highway.
3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.
4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.
5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

| | | | | | | | | | |
|---------------|---|---|----|---|----|---|---|---|---|
| <u>SAMPLE</u> | 1 | - | 4W | - | 3C | - | S | - | A |
| | 1 | | 2 | | 3 | | 4 | | 5 |

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.

A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

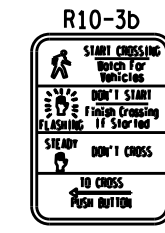
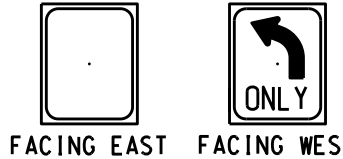
EXPLANATION OF MDOT PLAN NUMBER

| | | | | | |
|---------------|-------|---|----|---|-----|
| <u>SAMPLE</u> | 65032 | - | 01 | - | 001 |
| | 1 | | 2 | | 3 |

Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher ; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.

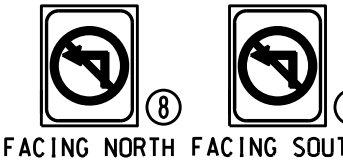
CS #2 ①
REM 2-WAY ILLUMINATED
CASE SIGN



FACING NORTH

② REM PUSHBUTTON AND SIGN
⑦ REM PUSHBUTTON PEDESTAL
⑥ REM PEDESTAL FOUNDATION

CS #3 ①
REM 2-WAY ILLUMINATED
CASE SIGN



CS #1
EX 2-WAY ILLUMINATED
CASE SIGN



CS #4
EX 2-WAY ILLUMINATED
CASE SIGN



FACING NORTH

② REM PUSHBUTTON AND SIGN
⑦ REM PUSHBUTTON PEDESTAL
⑥ REM PEDESTAL FOUNDATION

EX 30' STEEL STRAIN POLE
④ REM 2W-2C-BA

M-52 (SHIAWASSEE STREET)
SPEED LIMIT = 25 MPH

OLIVER STREET
SPEED LIMIT = 25 MPH

CONTACT JOE ARMSTEAD, MDOT AT (517) 404-2094
30 DAYS PRIOR TO ROADWAY MILLING FOR RETRIEVAL
OF EXISTING WIRELESS DETECTION NODES.

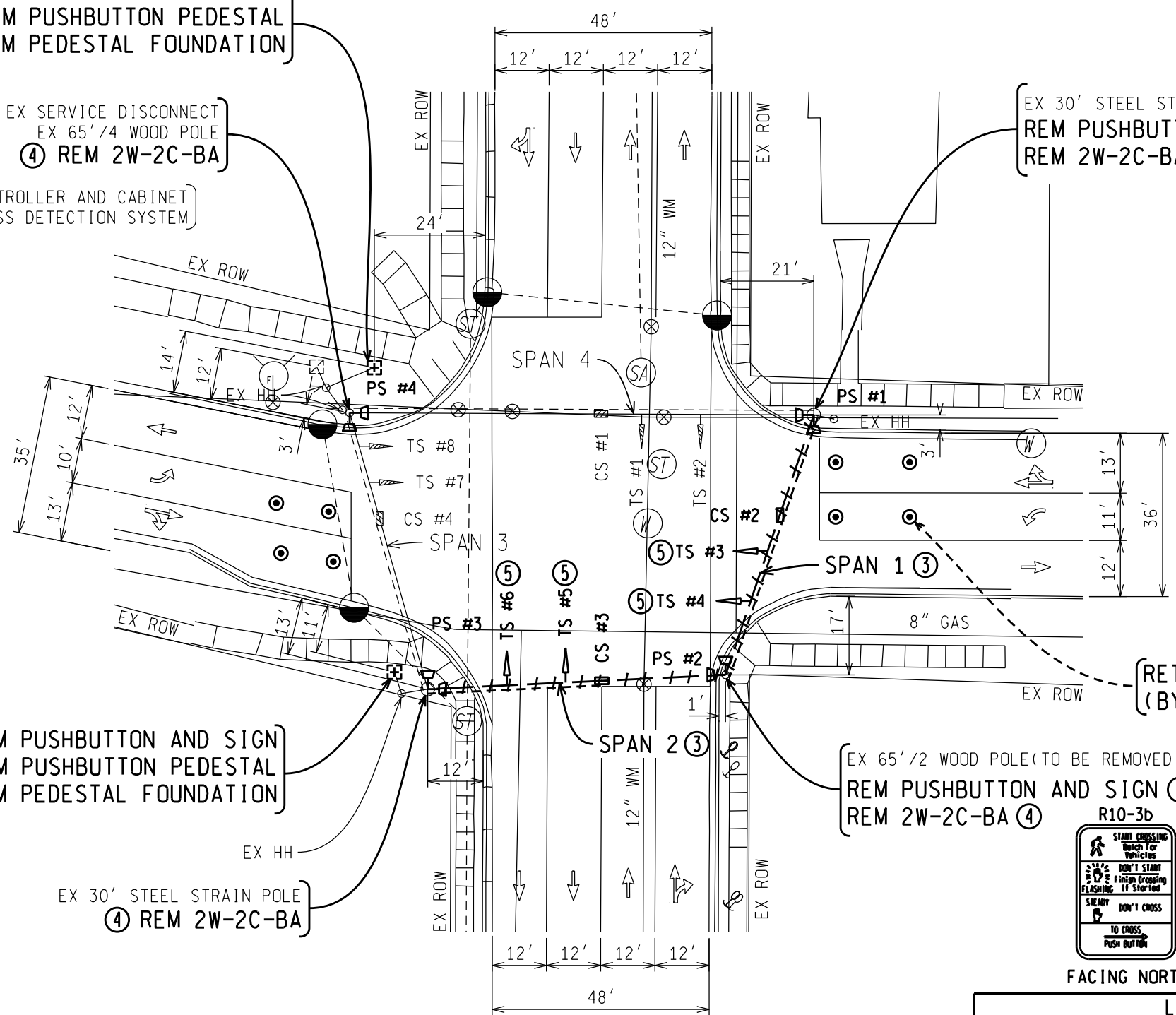
OLIVER STREET
SPEED LIMIT = 25 MPH

RETRIEVE WIRELESS DETECTORS
(BY MDOT - SEE NOTE) (TYPICAL)

EX 65' 1/2 WOOD POLE (TO BE REMOVED BY CMS ENERGY)
REM PUSHBUTTON AND SIGN ②
REM 2W-2C-BA ④



FACING NORTH



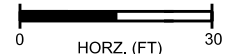
M-52 (SHIAWASSEE STREET)
SPEED LIMIT = 25 MPH

REMOVAL DIAGRAM

| LIST OF MATERIAL | | | |
|------------------|--------------------------------------|------------|-----------|
| NO. | ITEM | QUANTITIES | ITEM CODE |
| ① | Case Sign, Rem | 2 Ea | 8200020 |
| ② | Pushbutton, Rem | 4 Ea | 8200122 |
| ③ | Span Wire, Rem | 2 Ea | 8200141 |
| ④ | TS, Pedestrian, Bracket Arm Mtd, Rem | 4 Ea | 8200180 |
| ⑤ | TS, Span Wire Mtd, Rem | 4 Ea | 8200182 |
| ⑥ | Pedestal, Fdn, Rem | 2 Ea | 8200106 |
| ⑦ | Pushbutton Pedestal, Rem | 2 Ea | 8200124 |
| ⑧ | Case Sign Panel, Rem | 4 Ea | 8200004 |

TRAFFIC SIGNAL REMOVAL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



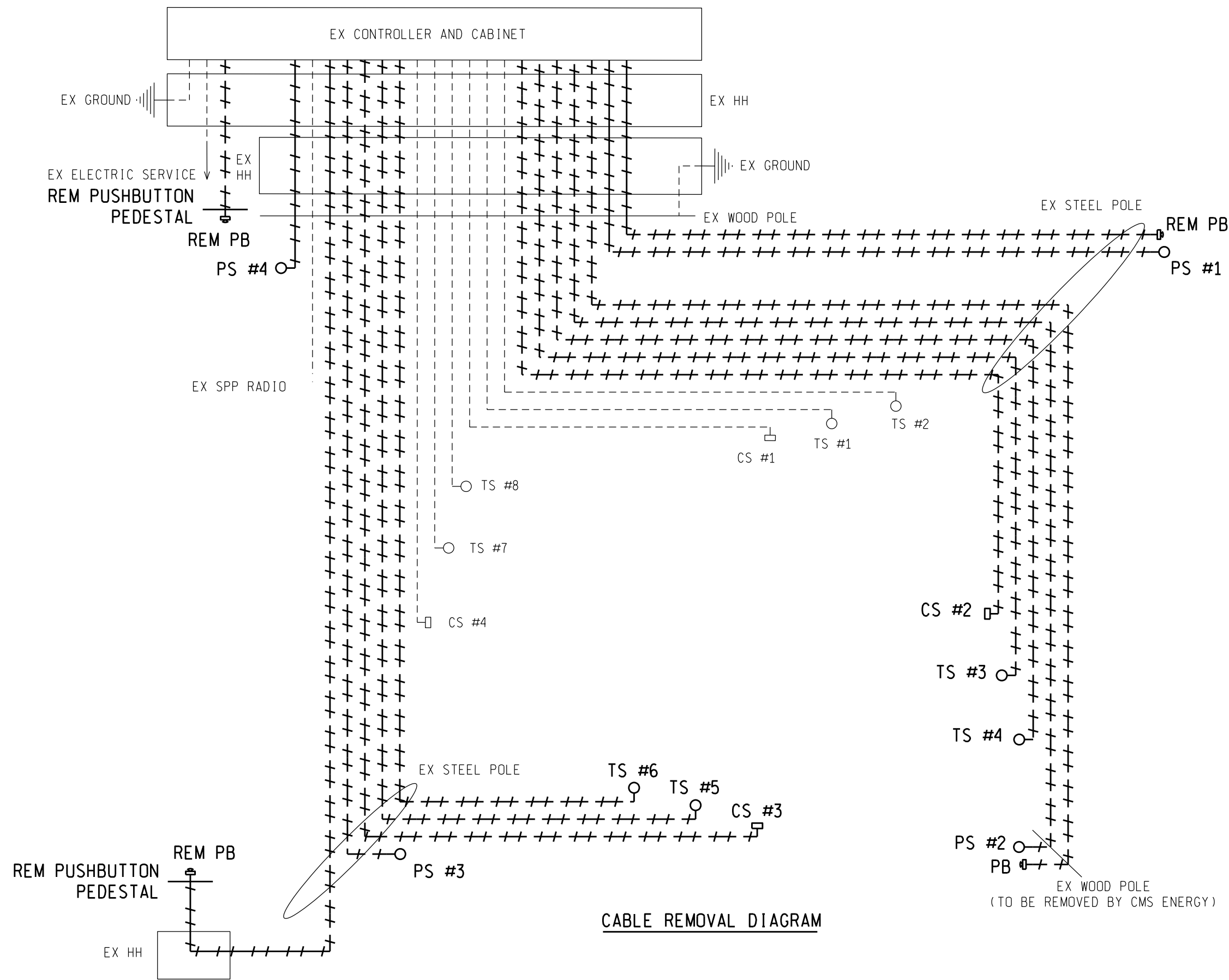
FILE: 114948 7601201002 REM001.DGN

DATE: 09/06/13
DESIGN UNIT: LOWER
TSC: LANSING

CS: 76012
JN: 87244A/114948A

M-52 (SHIAWASSEE STREET)
AT OLIVER STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

DRAWING SHEET
M-52 SIGNAL 022 SECT 1



CABLE REMOVAL DIAGRAM

TRAFFIC SIGNAL CABLE REMOVAL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



NO SCALE

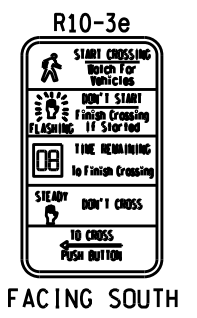
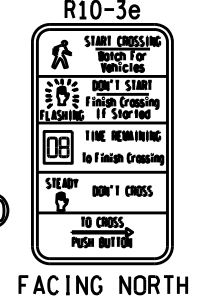
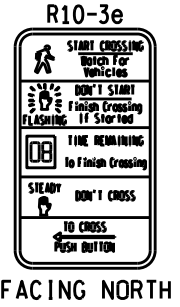
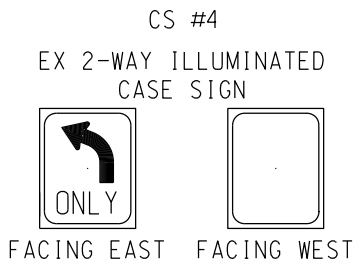
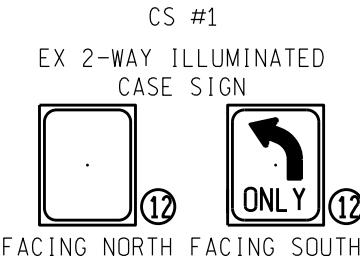
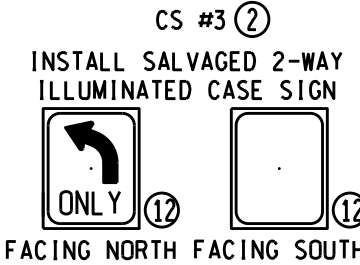
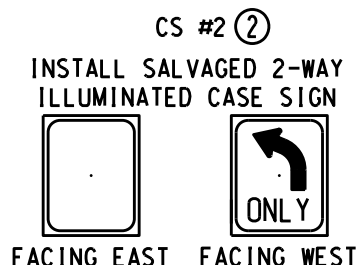
FILE: 114948 7601201002 REM001.DGN

DATE: 09/06/13
 DESIGN UNIT: LOWER
 TSC: LANSING

CS: 76012
 JN: 87244A/114948A

M-52 (SHIAWASSEE STREET)
 AT OLIVER STREET
 OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

| | |
|-----------------------|--------|
| DRAWING | SHEET |
| M-52 SIGNAL 023 | SECT 1 |



⑤ PUSHBUTTON AND SIGN FOR CROSSING M-52 (FACING NORTH)
③ PEDESTRIAN PEDESTAL
④ PEDESTAL FOUNDATION
⑩ SEE DETAIL D-2 SHEET SIG-028-A

PUSHBUTTON AND SIGN FOR ⑤ CROSSING M-52 (FACING NORTH)
PEDESTRIAN PEDESTAL ③
PEDESTAL FOUNDATION ④
SEE DETAIL D-2 SHEET SIG-028-A ⑩

⑤ PUSHBUTTON AND SIGN FOR CROSSING M-52 (FACING NORTH)
⑥ PUSHBUTTON PEDESTAL
④ PEDESTAL FOUNDATION

PUSHBUTTON AND SIGN FOR ⑤ CROSSING M-52 (FACING SOUTH)
PEDESTRIAN PEDESTAL ③
PEDESTAL FOUNDATION ④
SEE DETAIL D-2 SHEET SIG-028-A ⑩

EX 30' STEEL STRAIN POLE
NEW SPAN 2 POCH = 23'-08"
⑨ SEE DETAIL D-1 SHEET SIG-029-B

NEW WOOD POLE (BY CMS ENERGY)
NEW SPAN 1 POCH = 23'-01"
NEW SPAN 2 POCH = 24'-00"
WOOD POLE FIT UP ⑭

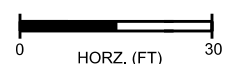
CONTACT JOE ARMSTEAD, MDT AT (517) 404-2094
30 DAYS PRIOR TO ROADWAY MILLING FOR RETRIEVAL OF EXISTING WIRELESS DETECTION NODES.

CONDUIT RUN DESIGNATIONS:

| | |
|---|-----------------------|
| BETWEEN A STRAIN POLE AND HANDHOLE: | 3-3" DB & 1-1 1/2" DB |
| BETWEEN BASE MOUNTED CONTROLLER AND HANDHOLE: | 4-3" DB & 1-1 1/2" DB |
| BETWEEN A PEDESTRIAN PEDESTAL AND HANDHOLE USE: | 1-1 1/2" DB ① |

AS-LET PLAN REVISIONS

| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
|-----|------|------|-------------|-----|------|------|-------------|
| | | | | | | | |



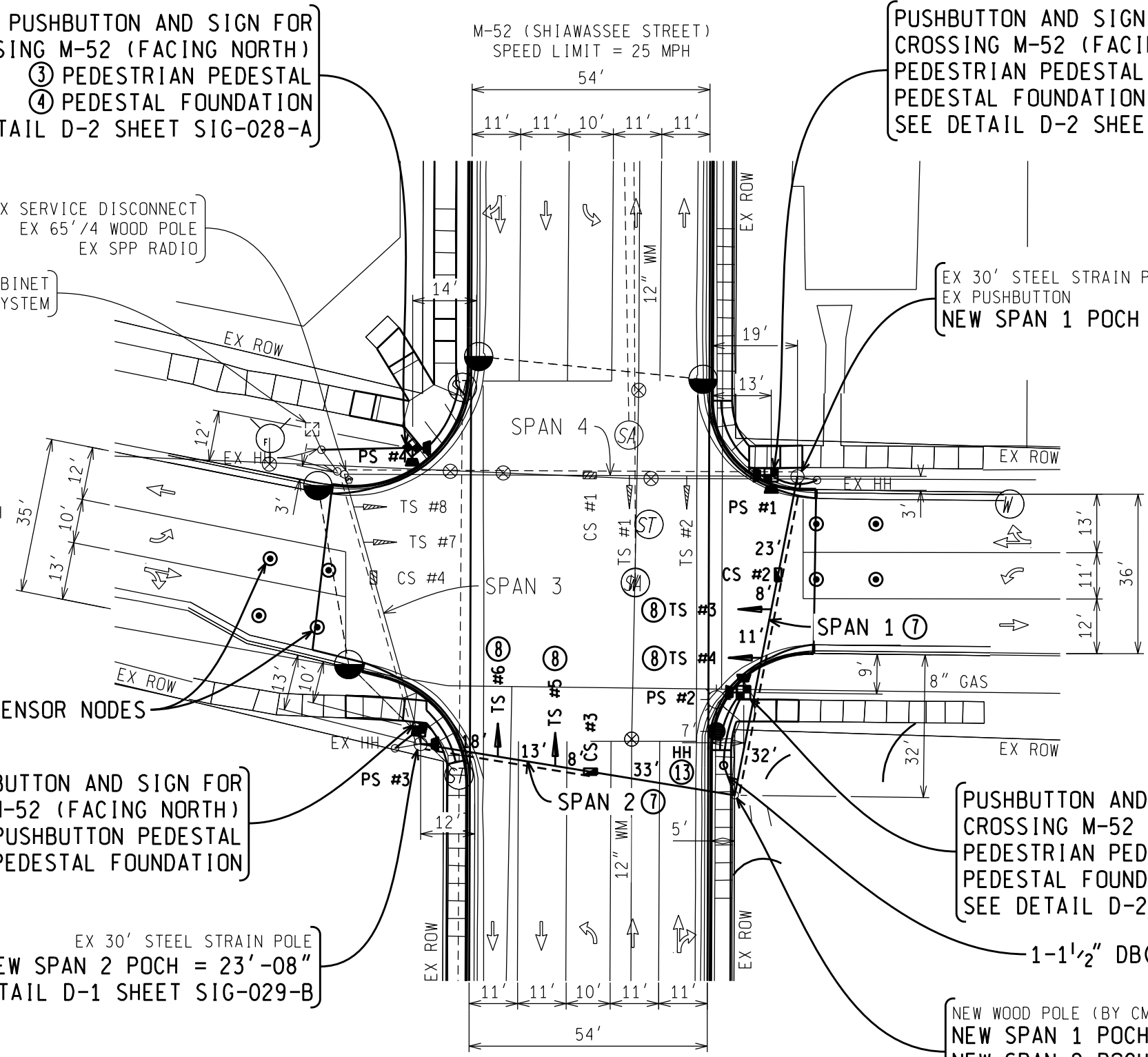
FILE: 114948 7601201002 CON001.DGN

DATE: 09/06/13
DESIGN UNIT: LOWER
TSC: LANSING

CS: 76012
JN: 87244A/114948A

TRAFFIC SIGNAL INSTALL SHEET
M-52 (SHIAWASSEE STREET)
AT OLIVER STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

| SIGNALS | |
|---------------|------------|
| OPENINGS: | 36 |
| CYCLIC WATTS: | 432 |
| STEADY WATTS: | 800 |
| PLAN: | 7601201002 |
| DRAWING | SHEET |
| M-52 SIGNAL | 024 |
| | SECT 1 |

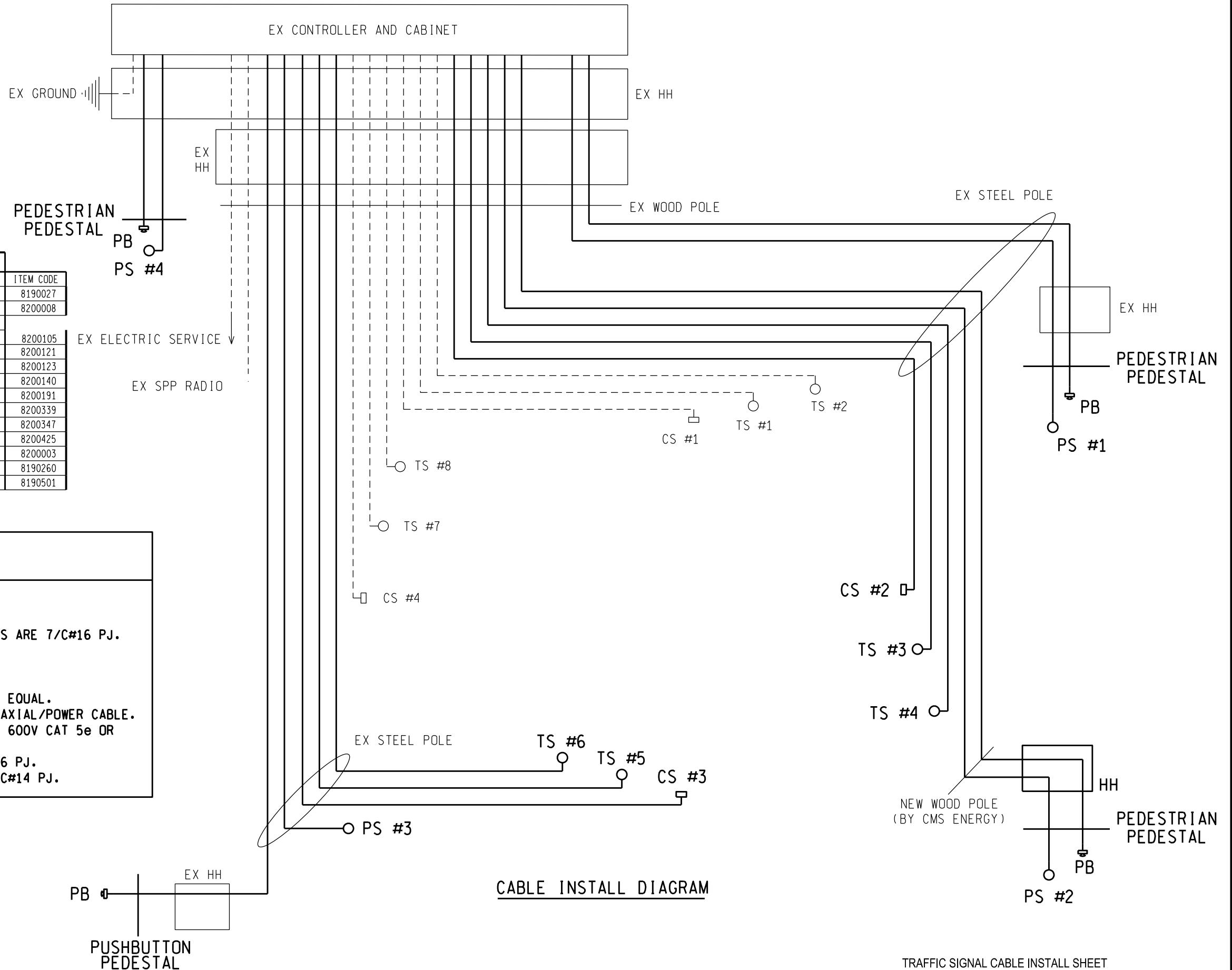


PLAN

| LIST OF MATERIAL | | | |
|------------------|---|------------|-----------|
| NO. | ITEM | QUANTITIES | ITEM CODE |
| ① | Conduit, DB, 1, 1 1/2 inch | 75 Ft | 8190027 |
| ② | Case Sign, Two Way, 24 inch by 30 inch, Salv | 2 Ea | 8200008 |
| ③ | Pedestal, Alum | 3 Ea | |
| ④ | Pedestal, Fdn | 4 Ea | 8200105 |
| ⑤ | Pushbutton and Sign | 4 Ea | 8200121 |
| ⑥ | Pushbutton Pedestal, Alum | 1 Ea | 8200123 |
| ⑦ | Span Wire | 2 Ea | 8200140 |
| ⑧ | TS, One Way Span Wire Mtd, Salv | 4 Ea | 8200191 |
| ⑨ | TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown | 1 Ea | 8200339 |
| ⑩ | TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown | 3 Ea | 8200347 |
| ⑪ | Wireless Vehicle Sensor Node | 8 Ea | 8200425 |
| ⑫ | Case Sign Panel | 4 Ea | 8200003 |
| ⑬ | Hh, Round | 1 Ea | 8190260 |
| ⑭ | Wood Pole, Fit Up, TS Cable Pole | 1 Ea | 8190501 |

NOTE: CABLES TO BE USED UNLESS SPECIFIED OTHERWISE

1. TRAFFIC SIGNAL CABLES ARE 5/C#16 PJ.
2. 1W-4C SIGNALS ARE 7/C#16 PJ.
3. PEDESTRIAN SIGNALS & 1W-5C (DOGHOUSE) CABLES ARE 7/C#16 PJ.
4. PUSHBUTTON CABLES ARE 2/C#16 SHIELDED PJ.
5. TRAFFIC LOOPS ARE 1/C#14 THHN 3 TURNS.
6. LOOP LEAD-INS ARE 2/C#16 SHIELDED PJ.
7. YAGI ANTENNA CABLES ARE LMR 400 OR APPROVED EQUAL.
8. CABLE TO VIDEO CAMERAS TO BE COMBINATION COAXIAL/POWER CABLE.
9. WIRELESS VEHICLE DETECTION RADIO CABLES ARE 600V CAT 5e OR APPROVED EQUAL.
10. 1 WAY 24" X 30" L.E.D. CASE SIGNS ARE 4/C#16 PJ.
11. 2 WAY & 4 WAY 24" X 30" L.E.D. CASES ARE 4/C#14 PJ.



CABLE INSTALL DIAGRAM

TRAFFIC SIGNAL CABLE INSTALL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



NO SCALE

FILE: 114948 7601201002 CON001.DGN

DATE: 09/06/13

DESIGN UNIT: LOWER

TSC: LANSING

CS: 76012

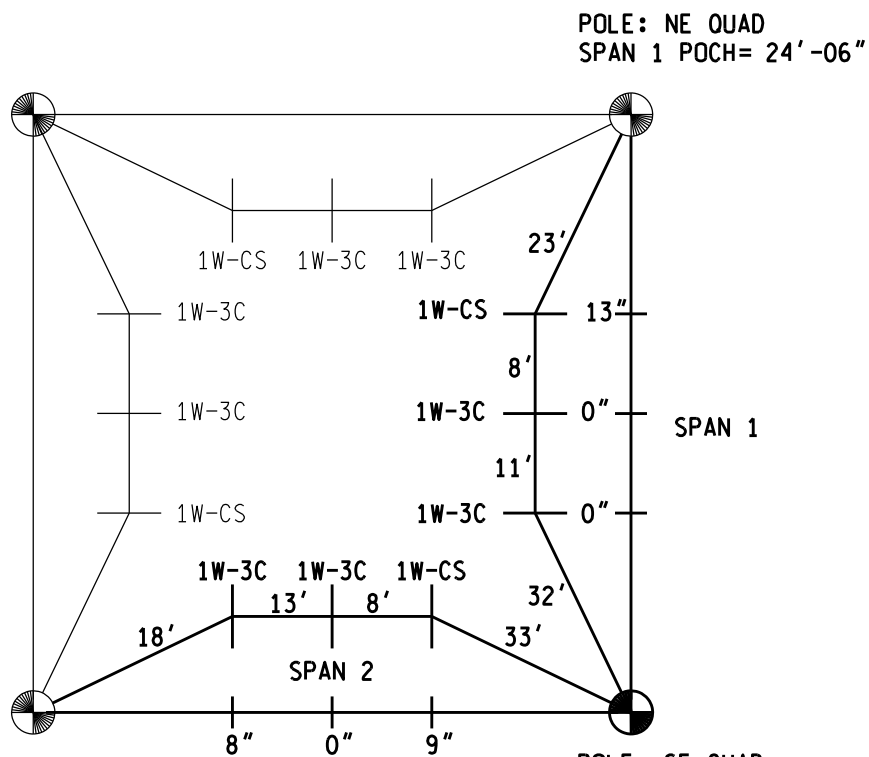
JN: 87244A/114948A

M-52 (SHIAWASSEE STREET)

AT OLIVER STREET

OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

| | |
|---------|--------|
| DRAWING | SHEET |
| M-52 | SECT 1 |
| SIGNAL | |
| 025 | |



POLE: SW OUAD
SPAN 2 POC= 23'-08" **BOX SPAN CALCULATIONS**
NOT TO SCALE

POLE: SE OUAD
SPAN 1 POC= 23'-01"
SPAN 2 POC= 24'-00"

NOTE:
POCH (POLE CONTACT HEIGHT) IS SHOWN ABOVE G GRADE.
FIELD ADJUSTMENTS ARE TO BE MADE FOR ANY DIFFERENCE
IN GRADE AT POLE VS. ROAD GRADE.
POCH IS CALCULATED AT 1000 POUNDS TENSION.

| AS-LET PLAN REVISIONS | | | | | | TETRA TECH | MDOT Michigan Department of Transportation | NO SCALE | DATE: 09/06/13 | CS: 76012 | M-52 (SHIAWASSEE STREET) AT OLIVER STREET | DRAWING | SHEET |
|-----------------------|------|------|-------------|-----|------|------------|---|------------------------------------|----------------|-----------|--|---------|-------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | | | | | | | | |
| | | | | | | | | FILE: 114948 7601201002 CON001.DGN | TSC: LANSING | | OWOSSO TOWNSHIP, SHIAWASSEE COUNTY | 026 | |



**MICHIGAN DEPARTMENT OF TRANSPORTATION
COST AGREEMENT FOR TRAFFIC SIGNAL
CONTROL**

Lansing Region
 District TSC
 County

This Agreement Cancels and Supercedes All Previous Cost Agreements AND is terminable on thirty days notice by any party.

LOCATION Modernization Traffic Signal
 M52 (SHIAWASSEE) @ KING ST
 OWOSSO Shiawassee County

Typed Date 02/07/2014
 Work Auth No. 16566
 MDOT Plan No. 76012-01-004
 Installation Date 08/24/2006
 Revision Date 02/07/2014

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 09/06/2013. Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

REVISED PARTICIPATION

PARTICIPATION

| AGENCY | (BY CONTRACT) | INSTALLATION | | MAINTENANCE | | |
|------------------------------|---------------|--------------|----------------|-------------|-----------------------|---|
| | | Per Cent | Estimated Cost | Per Cent | Estimated Annual Cost | |
| Dept of Transportation 76012 | | 0 % | | 50 % | \$504 | 2 |
| OWOSSO | City | 0 % | | 50 % | \$504 | 2 |
| Total | | | | 100 % | \$1,008 | |

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT

It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT

| | | | |
|--|--|---|--|
| | | For Michigan Department of Transportation use ONLY. | |
| APPROVED: City of OWOSSO Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | APPROVED: By _____ Engineer of Operations Date _____ | |
| APPROVED: Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | SIGNED: MICHIGAN DEPARTMENT OF TRANSPORTATION By _____ Deputy Director, Field Services Date _____ | |

* Two copies of resolution must be submitted with this form.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.
2. A divided highway shall be considered the same as a two-way undivided highway.
3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.
4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.
5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

| | | | | | | | | | |
|---------------|---|---|----|---|----|---|---|---|---|
| <u>SAMPLE</u> | 1 | - | 4W | - | 3C | - | S | - | A |
| | 1 | | 2 | | 3 | | 4 | | 5 |

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.

A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

EXPLANATION OF MDOT PLAN NUMBER

| | | | | | |
|---------------|-------|---|----|---|-----|
| <u>SAMPLE</u> | 65032 | - | 01 | - | 001 |
| | 1 | | 2 | | 3 |

Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher ; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.

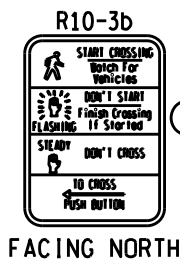
CS #1

EX 4-WAY ILLUMINATED CASE SIGN



FACING ALL DIRECTIONS

M-52 (SHIAWASSEE STREET)
SPEED LIMIT = 25 MPH



FACING NORTH

- EX 30' STEEL STRAIN POLE
- EX PUSHBUTTON
- * REM VIDEO CAMERA
- ⑦ REM BRACKET TRUSS ARM
- ⑤ REM 2W-2C-BA
- REM PUSHBUTTON SIGN



FACING SOUTH

- REM 1W-3C-PA ④
- REM 2W-2C-PA ⑥
- REM PEDESTRIAN PEDESTAL ②
- REM PUSHBUTTON AND SIGN ③
- REM PEDESTAL FOUNDATION ①

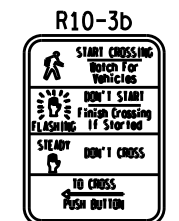
KING STREET
SPEED LIMIT = 25 MPH

KING STREET
SPEED LIMIT = 25 MPH



FACING SOUTH

- ④ REM 1W-3C-PA
- ⑥ REM 2W-2C-PA
- ② REM PEDESTRIAN PEDESTAL
- ③ REM PUSHBUTTON AND SIGN
- ① REM PEDESTAL FOUNDATION



FACING SOUTH

- EX CONTROLLER AND CABINET
- EX SERVICE DISCONNECT
- EX 60' / 3 WOOD POLE
- REM VIDEO DETECTION SYSTEM *
- REM 1W-2C-BA ⑤
- REM PUSHBUTTON AND SIGN ③

- EX 60' / 3 WOOD POLE
- REM 1W-2C-BA ⑤
- REM PUSHBUTTON AND SIGN ③



FACING NORTH

M-52 (SHIAWASSEE STREET)
SPEED LIMIT = 25 MPH

REMOVAL DIAGRAM

PAYMENT FOR THE REMOVAL OF EXISTING PUSHBUTTON SIGNS AND HARDWARE TO BE INCLUDED IN THE PAY ITEM "TS, Pedestrian, Bracket Arm Mtd, Rem" AND WILL NOT BE PAID FOR SEPARATELY.

* MDOT TO REMOVE VIDEO DETECTION SYSTEM AND VIDEO CAMERA. CONTACT THE ENGINEER AT LEAST TWO WEEKS PRIOR TO WORK AT THIS LOCATION.

| LIST OF MATERIAL | | |
|------------------|--------------------------------------|------------|
| NO. | ITEM | QUANTITIES |
| ① | Pedestal, Fdn, Rem | 2 Ea |
| ② | Pedestal, Rem | 2 Ea |
| ③ | Pushbutton, Rem | 4 Ea |
| ④ | TS, Pedestal Mtd, Rem | 2 Ea |
| ⑤ | TS, Pedestrian, Bracket Arm Mtd, Rem | 3 Ea |
| ⑥ | TS, Pedestrian, Pedestal Mtd, Rem | 2 Ea |
| ⑦ | Bracket, Truss, Rem | 1 Ea |

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |

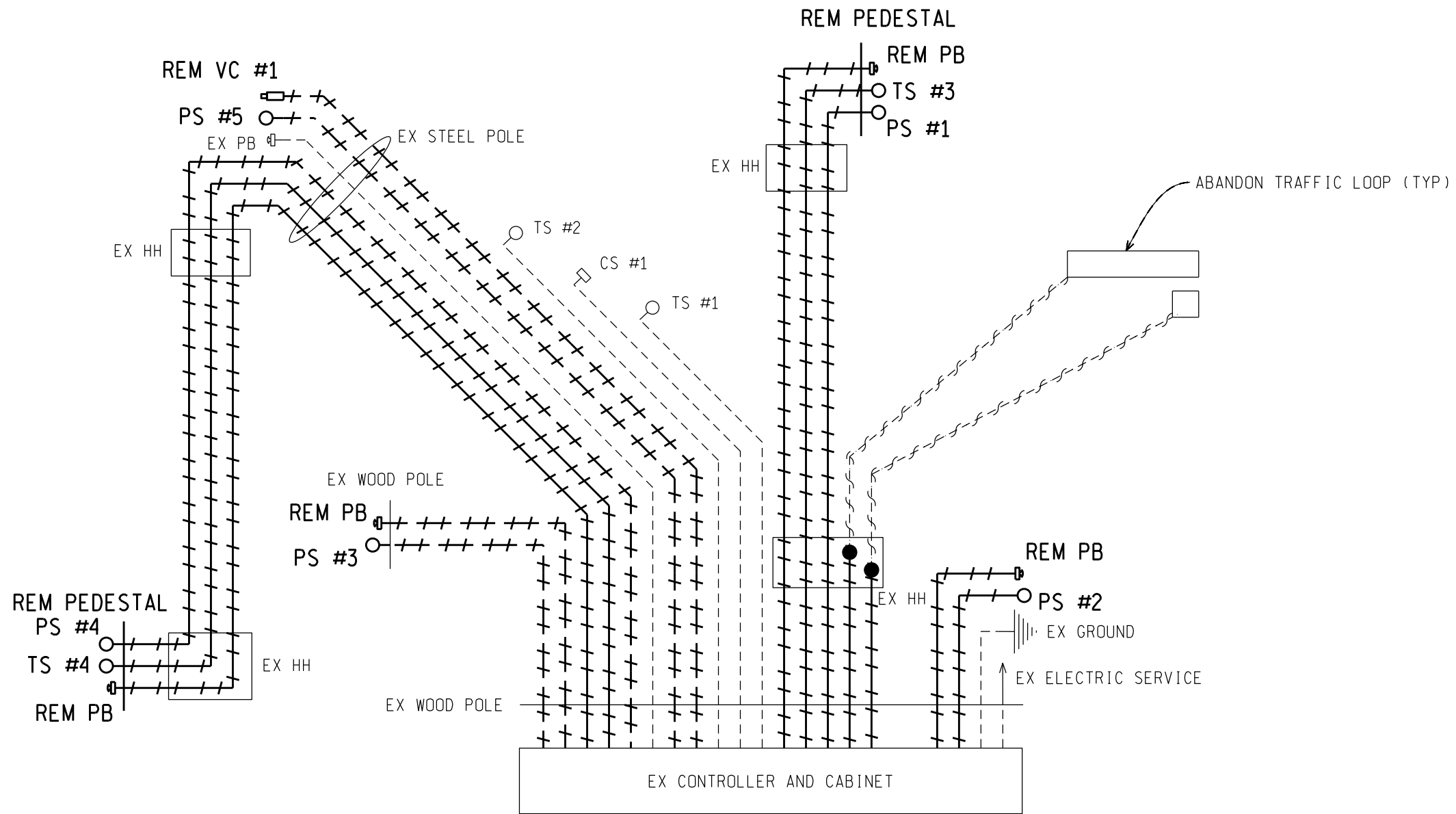


FILE: 114948 7601201004 REM001.DGN

DATE: 09/06/2013
DESIGN UNIT: LOWER
TSC: LANSING

CS: 76012
JN: 87244A/114948A

TRAFFIC SIGNAL REMOVAL SHEET
M-52 (SHIAWASSEE STREET)
AT KING STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY
DRAWING M-52 SIGNAL 027 SHEET 1



CABLE REMOVAL DIAGRAM

TRAFFIC SIGNAL CABLE REMOVAL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



FILE: 114948 7601201004 REM001.DGN

DATE: 09/06/2013
 DESIGN UNIT: LOWER
 TSC: LANSING

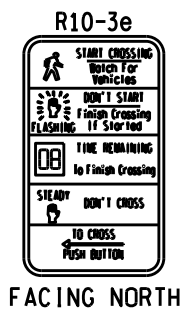
CS: 76012
 JN: 87244A/114948A

M-52 (SHIAWASSEE STREET)
 AT KING STREET
 OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

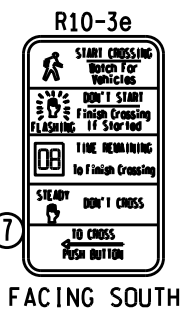
| | |
|---------|--------|
| DRAWING | SHEET |
| M-52 | SECT 1 |
| SIGNAL | |
| 028 | |

PAYMENT FOR THE INSTALLATION OF PROPOSED PUSHBUTTON SIGNS AND HARDWARE TO BE INCLUDED IN THE PAY ITEM "TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown" AND WILL NOT BE PAID FOR SEPARATELY.

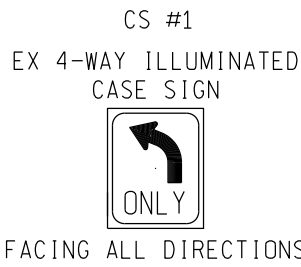
M-52 (SHIAWASSEE STREET)
SPEED LIMIT = 25 MPH



FACING NORTH



FACING SOUTH



KING STREET
SPEED LIMIT = 25 MPH

KING STREET
SPEED LIMIT = 25 MPH

⑨ X 8 WIRELESS VEHICLE SENSOR NODES (TYPICAL)

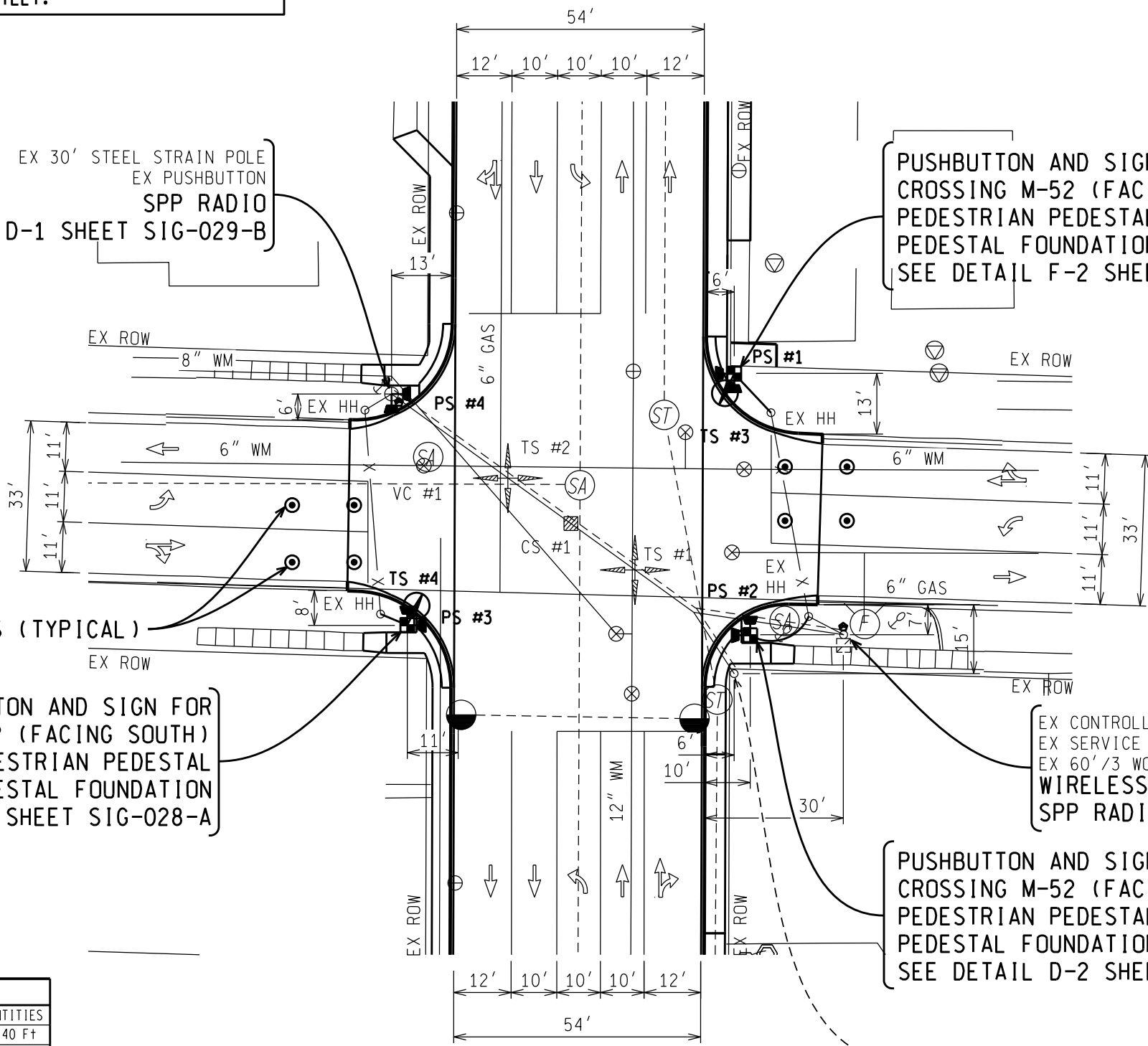
④ PUSHBUTTON AND SIGN FOR CROSSING M-52 (FACING SOUTH)
② PEDESTRIAN PEDESTAL
③ PEDESTAL FOUNDATION
⑦⑤ SEE DETAIL F-2 SHEET SIG-028-A

PUSHBUTTON AND SIGN FOR ④ CROSSING M-52 (FACING SOUTH)
PEDESTRIAN PEDESTAL ②
PEDESTAL FOUNDATION ③
SEE DETAIL F-2 SHEET SIG-028-A ⑤⑦

PUSHBUTTON AND SIGN FOR ④ CROSSING M-52 (FACING SOUTH)
PEDESTRIAN PEDESTAL ②
PEDESTAL FOUNDATION ③
SEE DETAIL D-2 SHEET SIG-028-A ⑦

EX CONTROLLER AND CABINET
EX SERVICE DISCONNECT
EX 60' / 3 WOOD POLE
WIRELESS VEHICLE DETECTION SYSTEM ⑧
SPP RADIO

NEW 60' / 3 WOOD POLE (BY CMS ENERGY)



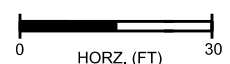
M-52 (SHIAWASSEE STREET)
SPEED LIMIT = 25 MPH

PLAN

CONDUIT RUN DESIGNATIONS:
BETWEEN A STRAIN POLE AND HANDHOLE: 3-3" DB & 1-1/2" DB
BETWEEN BASE MOUNTED CONTROLLER AND HANDHOLE: 4-3" DB & 1-1/2" DB
BETWEEN A PEDESTRIAN PEDESTAL AND HANDHOLE USE: 1-1/2" DB ①

| LIST OF MATERIAL | | |
|------------------|---|------------|
| NO. | ITEM | QUANTITIES |
| ① | Conduit, DB, 1. 1 1/2 inch | 40 Ft |
| ② | Pedestal, Alum | 3 Ea |
| ③ | Pedestal, Fdn | 3 Ea |
| ④ | Pushbutton and Sign | 3 Ea |
| ⑤ | TS, One Way Pedestal Mtd (LED) | 2 Ea |
| ⑥ | TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown | 1 Ea |
| ⑦ | TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown | 3 Ea |
| ⑧ | Wireless Vehicle Detection System | 1 Ea |
| ⑨ | Wireless Vehicle Sensor Node | 8 Ea |

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



FILE: 114948 7601201004 CON001.DGN

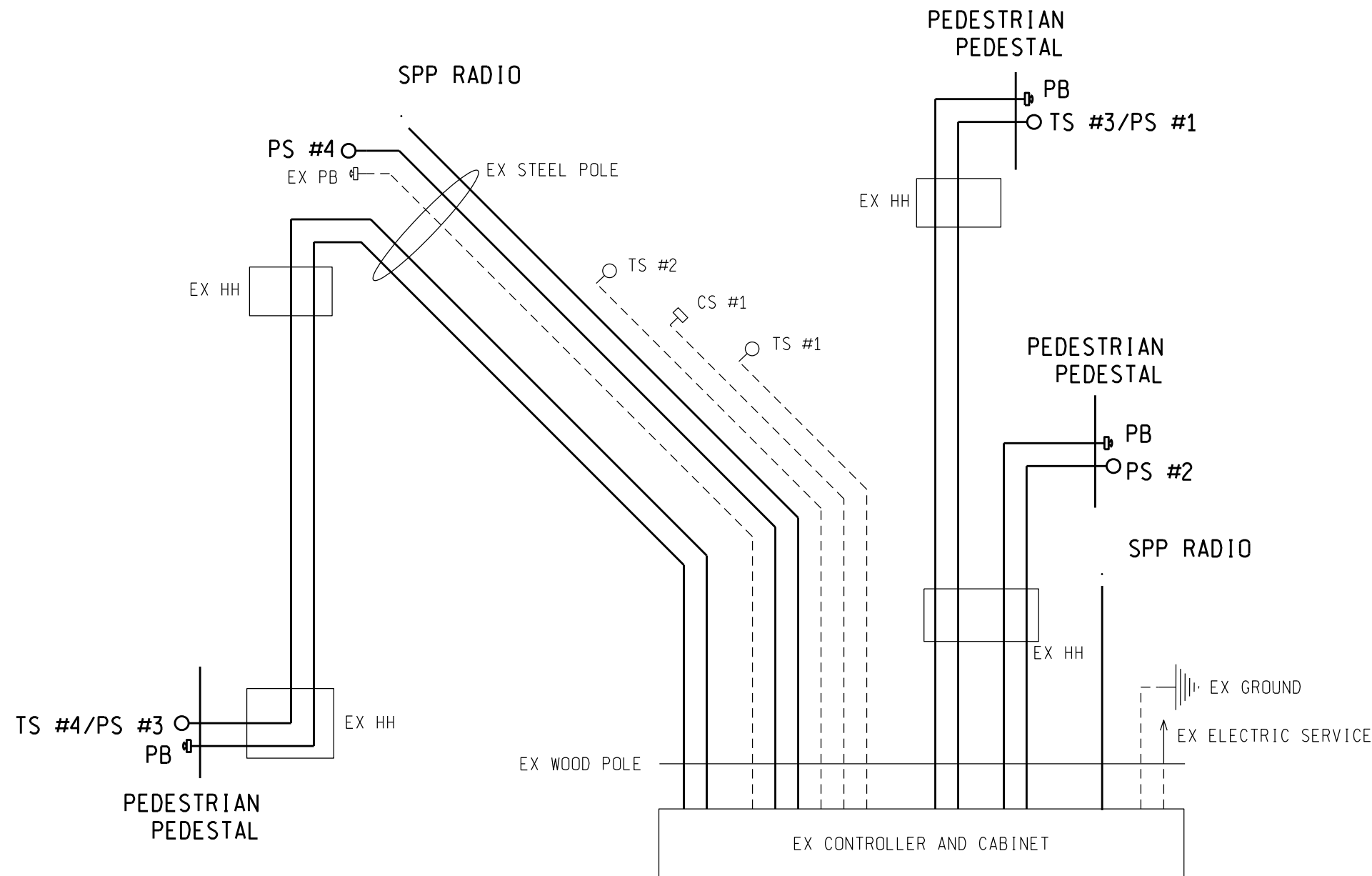
DATE: 09/06/2013
DESIGN UNIT: LOWER
TSC: LANSING

CS: 76012
JN: 87244A/114948A

M-52 (SHIAWASSEE STREET)
AT KING STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

| SIGNALS | |
|-------------------|----|
| OPENINGS: | 42 |
| CYCLIC WATTS: 518 | |
| STEADY WATTS: 250 | |
| PLAN: 7601201004 | |

| TRAFFIC SIGNAL INSTALL SHEET | |
|------------------------------|-------|
| DRAWING | SHEET |
| M-52 SIGNAL 029 | 1 |



CABLE INSTALL DIAGRAM

- NOTE: CABLES TO BE USED UNLESS SPECIFIED OTHERWISE**
1. TRAFFIC SIGNAL CABLES ARE 5/C#16 PJ.
 2. 1W-4C SIGNALS ARE 7/C#16 PJ.
 3. PEDESTRIAN SIGNALS & 1W-5C (DOGHOUSE) CABLES ARE 7/C#16 PJ.
 4. PUSHBUTTON CABLES ARE 2/C#16 SHIELDED PJ.
 5. TRAFFIC LOOPS ARE 1/C#14 THHN 3 TURNS.
 6. LOOP LEAD-INS ARE 2/C#16 SHIELDED PJ.
 7. YAGI ANTENNA CABLES ARE LMR 400 OR APPROVED EQUAL.
 8. CABLE TO VIDEO CAMERAS TO BE COMBINATION COAXIAL/POWER CABLE.
 9. WIRELESS VEHICLE DETECTION RADIO CABLES ARE 600V CAT 5e OR APPROVED EQUAL.
 10. 1 WAY 24" X 30" L.E.D. CASE SIGNS ARE 4/C#16 PJ.
 11. 2 WAY & 4 WAY 24" X 30" L.E.D. CASES ARE 4/C#14 PJ.

TRAFFIC SIGNAL CABLE INSTALL SHEET

| AS-LET PLAN REVISIONS | | | | | | | | TETRA TECH | MDOT Michigan Department of Transportation | NO SCALE | DATE: 09/06/2013 | CS: 76012 | M-52 (SHIAWASSEE STREET) | | DRAWING | SHEET |
|-----------------------------------|------|------|-------------|-----|------|------|-------------|------------|---|--------------|------------------------------------|------------|--------------------------|--|-------------|--------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION | | | | DESIGN UNIT: LOWER | JN: 87244A | AT KING STREET | | M-52 SIGNAL | SECT 1 |
| | | | | | | | | | | | OWOSSO TOWNSHIP, SHIAWASSEE COUNTY | | 030 | | | |
| FILE: 87244 7601201004 CON001.DGN | | | | | | | | | | TSC: LANSING | | | | | | |



**MICHIGAN DEPARTMENT OF TRANSPORTATION
COST AGREEMENT FOR TRAFFIC SIGNAL
CONTROL**

Lansing Region
 District TSC
 County

This Agreement Cancels and Supercedes All Previous Cost Agreements AND is terminable on thirty days notice by any party.

LOCATION Modernization Traffic Signal
 M21 (MAIN) @ CHIPMAN ST
 OWOSSO Shiawassee County

Typed Date 02/07/2014
 Work Auth No. 16566
 MDOT Plan No. 76061-01-001
 Installation Date

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 09/06/2013 .
 Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

PARTICIPATION

| AGENCY | (BY CONTRACT) | INSTALLATION | | MAINTENANCE | |
|------------------------------|---------------|--------------|----------------|-------------|-----------------------|
| | | Per Cent | Estimated Cost | Per Cent | Estimated Annual Cost |
| Dept of Transportation 76061 | | 0 % | | 50 % | \$384 |
| OWOSSO | City | 0 % | | 50 % | \$384 |
| Total | | 0 % | | 100 % | \$768 |

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT

It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT

| | | |
|--|--|---|
| | | For Michigan Department of Transportation use ONLY. |
| APPROVED: City of OWOSSO Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | APPROVED: By _____ Engineer of Operations Date _____ |
| APPROVED: Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | SIGNED: MICHIGAN DEPARTMENT OF TRANSPORTATION By _____ Deputy Director, Field Services Date _____ |

* Two copies of resolution must be submitted with this form.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.
2. A divided highway shall be considered the same as a two-way undivided highway.
3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.
4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.
5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

| | | | | | | | | | |
|---------------|---|---|----|---|----|---|---|---|---|
| <u>SAMPLE</u> | 1 | - | 4W | - | 3C | - | S | - | A |
| | 1 | | 2 | | 3 | | 4 | | 5 |

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.

A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

EXPLANATION OF MDOT PLAN NUMBER

| | | | | | |
|---------------|-------|---|----|---|-----|
| <u>SAMPLE</u> | 65032 | - | 01 | - | 001 |
| | 1 | | 2 | | 3 |

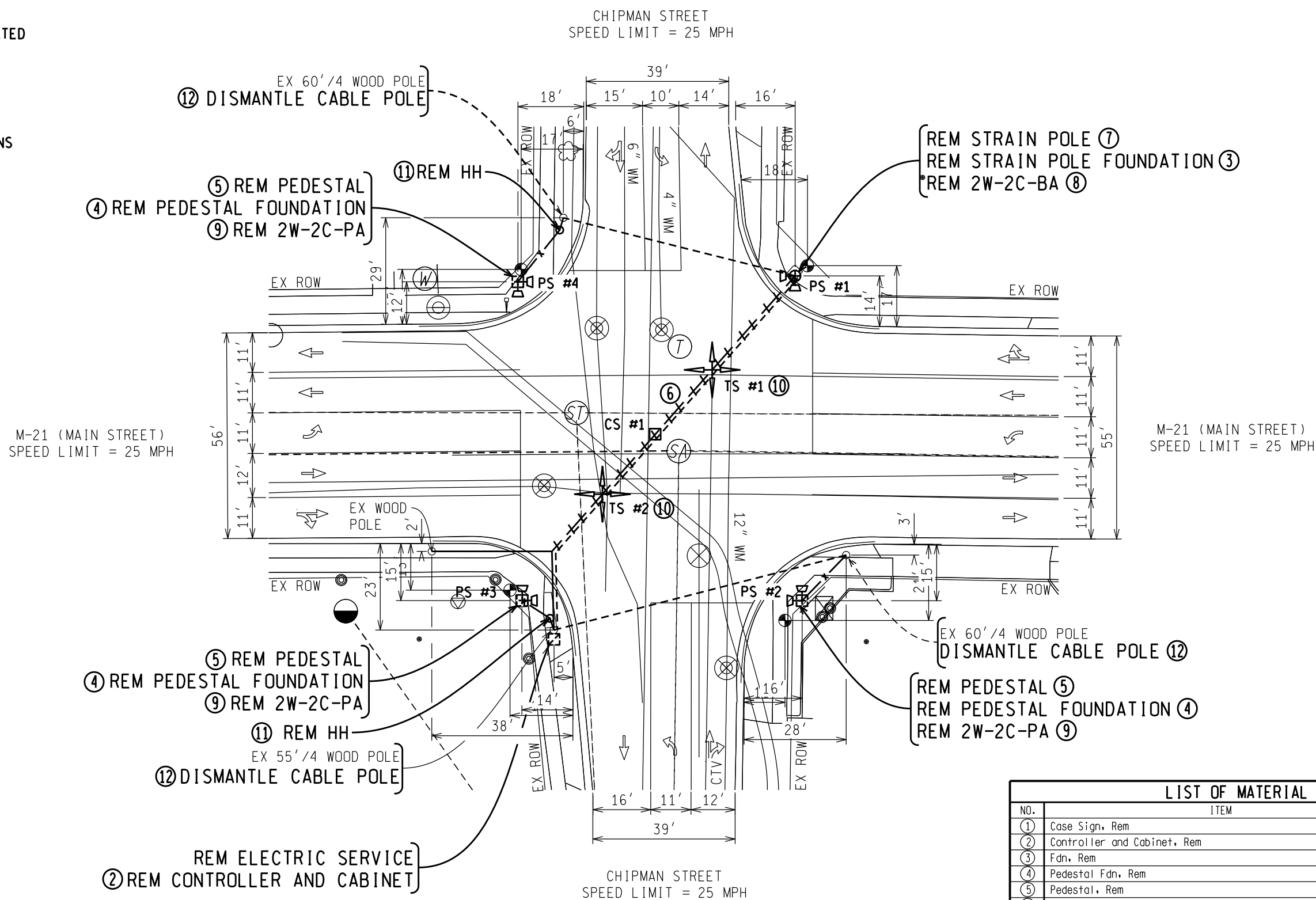
Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher ; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.

CS #1 ①
 REMOVE 4-WAY ILLUMINATED
 CASE SIGN



FACING ALL DIRECTIONS



M-21 (MAIN STREET)
 SPEED LIMIT = 25 MPH

M-21 (MAIN STREET)
 SPEED LIMIT = 25 MPH

CHIPMAN STREET
 SPEED LIMIT = 25 MPH

CHIPMAN STREET
 SPEED LIMIT = 25 MPH

REMOVAL DIAGRAM

REM STRAIN POLE ⑦
 REM STRAIN POLE FOUNDATION ③
 REM 2W-2C-BA ⑧

⑤ REM PEDESTAL
 ④ REM PEDESTAL FOUNDATION
 ⑨ REM 2W-2C-PA

⑤ REM PEDESTAL
 ④ REM PEDESTAL FOUNDATION
 ⑨ REM 2W-2C-PA

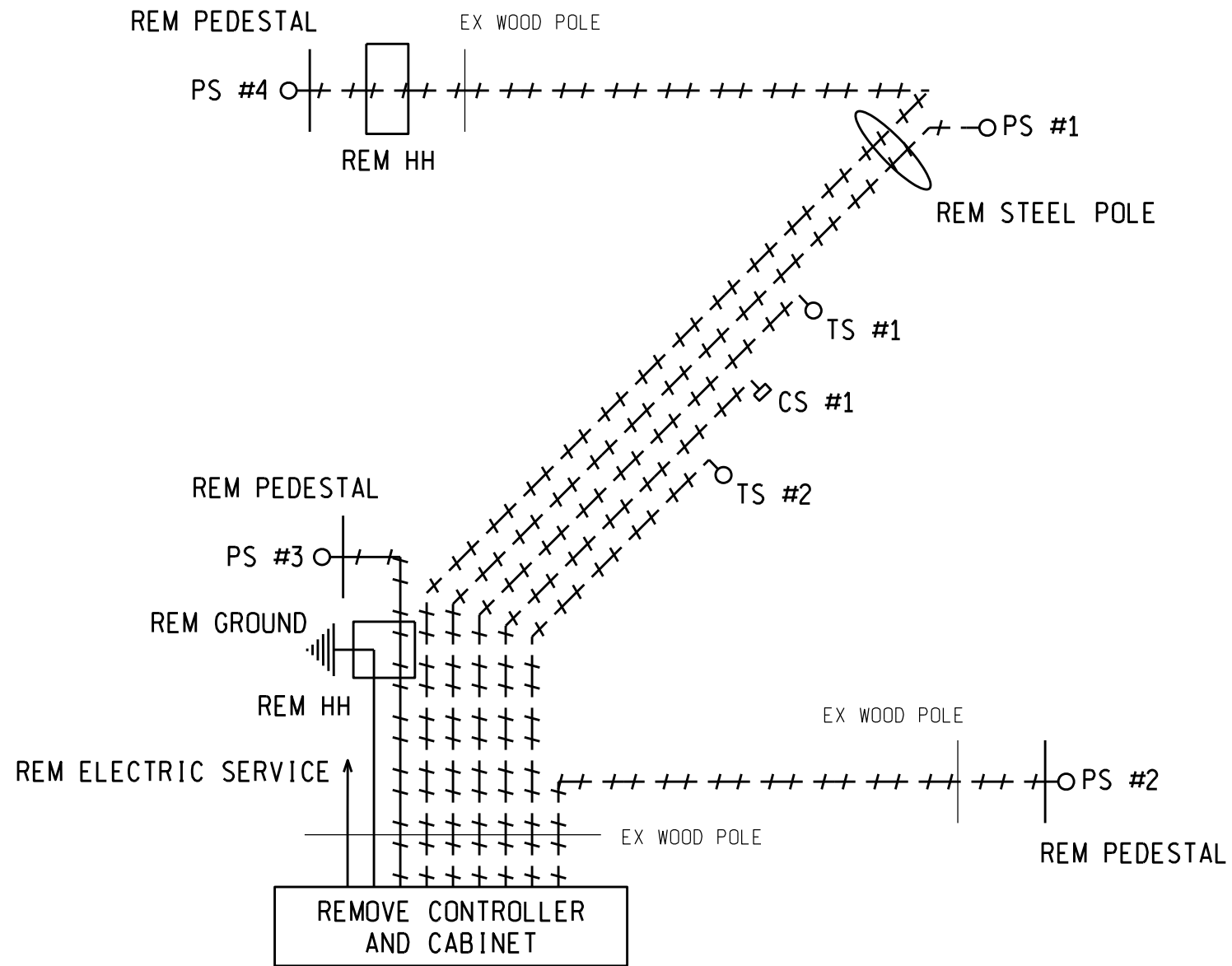
REM PEDESTAL ⑤
 REM PEDESTAL FOUNDATION ④
 REM 2W-2C-PA ⑨

REM ELECTRIC SERVICE
 ② REM CONTROLLER AND CABINET

EX 60' / 4 WOOD POLE
 DISMANTLE CABLE POLE ⑫

| LIST OF MATERIAL | | | |
|------------------|--------------------------------------|------------|-----------|
| NO. | ITEM | QUANTITIES | ITEM CODE |
| ① | Case Sign, Rem | 1 Ea | 8200020 |
| ② | Controller and Cabinet, Rem | 1 Ea | 8200030 |
| ③ | Fdn, Rem | 1 Ea | 8200065 |
| ④ | Pedestal Fdn, Rem | 3 Ea | 8200106 |
| ⑤ | Pedestal, Rem | 3 Ea | 8200110 |
| ⑥ | Span Wire, Rem | 1 Ea | 8200141 |
| ⑦ | Steel Pole, Rem | 1 Ea | 8200145 |
| ⑧ | TS, Pedestrian, Bracket Arm Mtd, Rem | 1 Ea | 8200180 |
| ⑨ | TS, Pedestrian, Pedestal Mtd, Rem | 3 Ea | 8200181 |
| ⑩ | TS, Span Wire Mtd, Rem | 2 Ea | 8200182 |
| ⑪ | Hh, Rem | 2 Ea | 8190254 |
| ⑫ | Cable Pole, TS, Disman | 3 Ea | 8190010 |

TRAFFIC SIGNAL REMOVAL SHEET



CABLE REMOVAL DIAGRAM

TRAFFIC SIGNAL CABLE REMOVAL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



FILE: 114948 7606101001 REM001.DGN

DATE: 09/06/2013

DESIGN UNIT: LOWER

TSC: LANSING

CS: 76061

JN: 87244A/114948A

M-21 (MAIN STREET)

AT CHIPMAN STREET

OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

| DRAWING | SHEET |
|-----------------------|--------|
| M-21 SIGNAL 010 | SECT 1 |



- ⑥ 16 LOAD SWITCH BAY CONTROLLER AND BASE MOUNTED CABINET
- ⑦ CONCRETE CONTROLLER FOUNDATION
- ⑬ WIRELESS VEHICLE DETECTION SYSTEM

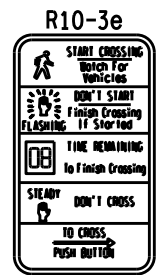
CHIPMAN STREET
SPEED LIMIT = 25 MPH

- ⑬ 30' ANCHOR BASE STEEL STRAIN POLE
- ⑭ 42" DIA. UNCASD FOUNDATION - DEPTH = 12.0'
- NEW SPAN 1 POCH = 23'-10"
- NEW SPAN 2 POCH = 24'-08"
- ⑮ SERVICE DISCONNECT SPP RADIO
- ⑯ PUSHBUTTON AND SIGN FOR CROSSING M-21 (FACING EAST)
- ⑰ SEE DETAIL D-1 SHEET SIG-029-B

- ⑰ 30' ANCHOR BASE STEEL STRAIN POLE
- ⑱ 42" DIA. UNCASD FOUNDATION - DEPTH = 12.0'
- NEW SPAN 2 POCH = 24'-06"
- NEW SPAN 3 POCH = 25'-00"
- ⑲ PUSHBUTTON AND SIGN FOR ⑩ CROSSING M-21 (FACING WEST)
- ⑲ SEE DETAIL D-1 SHEET SIG-029-B



FACING EAST



FACING WEST

CS #1-#4 ⑱ ⑱ ⑱ ⑱
INSTALL 1-WAY NON-ILLUMINATED CASE SIGN



FACING ALL DIRECTIONS

M-21 (MAIN STREET)
SPEED LIMIT = 25 MPH

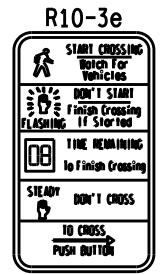
M-21 (MAIN STREET)
SPEED LIMIT = 25 MPH

NOTE: CONTRACTOR TO PROVIDE A BAND CLAMP FACING NORTHEASTLY ON THE PROPOSED STRAIN POLE IN THE NORTHWEST QUADRANT - FOR USE BY CONSUMERS ENERGY.

- ⑰ 30' ANCHOR BASE STEEL STRAIN POLE
- ⑱ 42" DIA. UNCASD FOUNDATION - DEPTH = 12.0'
- NEW SPAN 1 POCH = 25'-00"
- NEW SPAN 4 POCH = 24'-09"
- ⑲ PUSHBUTTON AND SIGN FOR CROSSING M-21 (FACING EAST)
- ⑰ SEE DETAIL D-1 SHEET SIG-029-B

- ⑲ PEDESTRIAN PEDESTAL
- ⑲ PEDESTAL FOUNDATION
- ⑲ PUSHBUTTON AND SIGN FOR ⑩ CROSSING M-21 (FACING WEST)
- ⑲ SEE DETAIL D-2 SHEET SIG-028-A

- ⑰ 30' ANCHOR BASE STEEL STRAIN POLE
- ⑱ 42" DIA. UNCASD FOUNDATION - DEPTH = 12.0'
- NEW SPAN 3 POCH = 24'-09"
- NEW SPAN 4 POCH = 23'-06"
- SPP RADIO



FACING EAST



FACING WEST

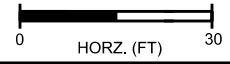
WIRELESS VEHICLE SENSOR NODES (TYPICAL) ⑰ X 8

CONDUIT RUN DESIGNATIONS:

- BETWEEN A STRAIN POLE AND HANDHOLE: ② 3-3" DB & 1-1 1/2" DB ①
- BETWEEN BASE MOUNTED CONTROLLER AND HANDHOLE: ③ 4-3" DB & 1-1 1/2" DB ①
- BETWEEN A PEDESTRIAN PEDESTAL AND HANDHOLE USE: 1-1 1/2" DB ①

PLAN

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



FILE: 114948 7606101001 CON001.DGN

DATE: 09/06/2013
DESIGN UNIT: LOWER
TSC: LANSING

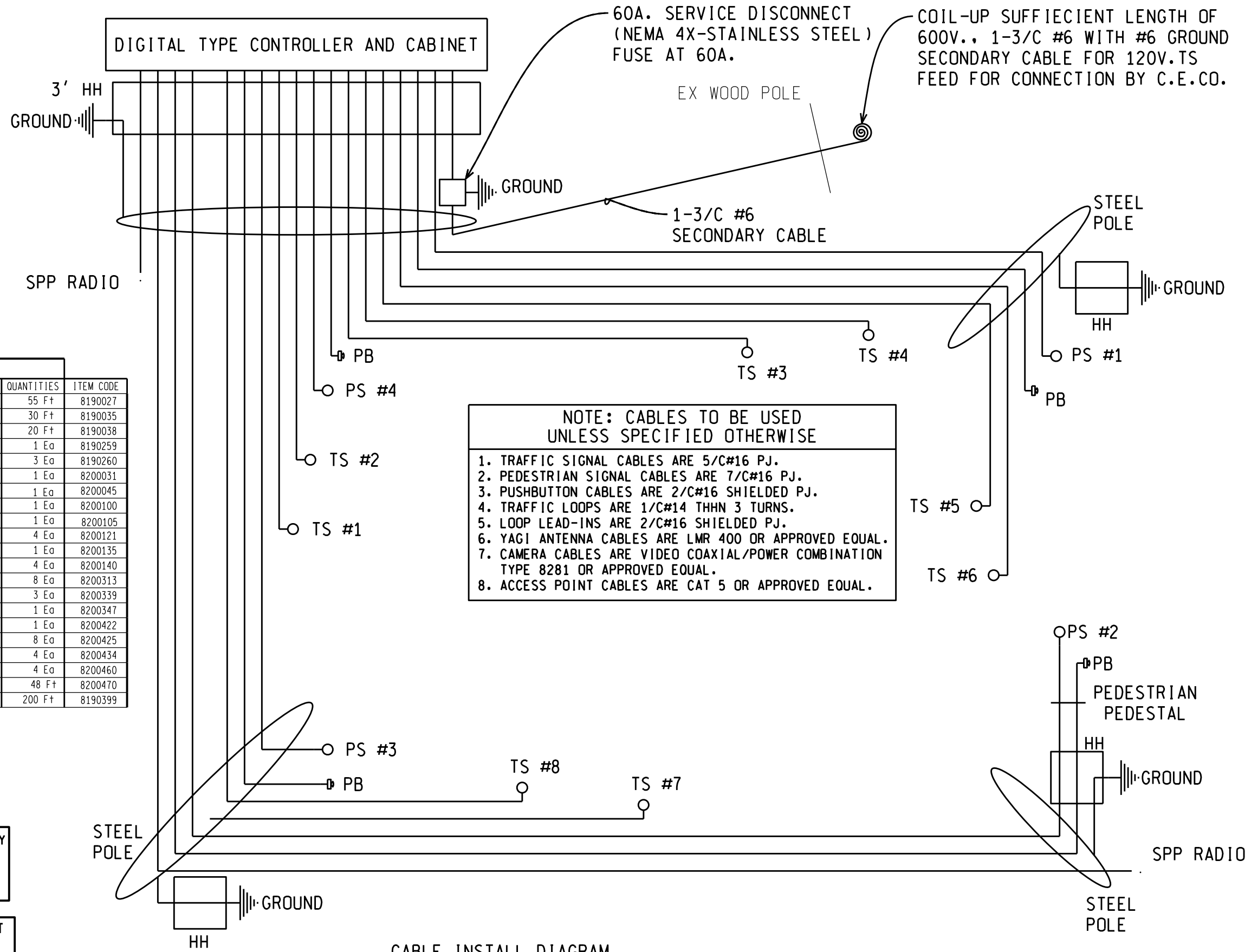
CS: 76061
JN: 87244A/114948A

M-21 (MAIN STREET)
AT CHIPMAN STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

| SIGNALS | |
|---------------|------------|
| OPENINGS: | 32 |
| CYCLIC WATTS: | 432 |
| STEADY WATTS: | 0 |
| PLAN: | 7606101001 |

| DRAWING | SHEET |
|-----------------|--------|
| M-21 SIGNAL 011 | 1 OF 1 |

TRAFFIC SIGNAL INSTALL SHEET



60A. SERVICE DISCONNECT (NEMA 4X-STAINLESS STEEL) FUSE AT 60A.

COIL-UP SUFFICIENT LENGTH OF 600V., 1-3/C #6 WITH #6 GROUND SECONDARY CABLE FOR 120V.TS FEED FOR CONNECTION BY C.E.CO.

LIST OF MATERIAL

| NO. | ITEM | QUANTITIES | ITEM CODE |
|-----|---|------------|-----------|
| ① | Conduit, DB, 1, 1 1/2 inch | 55 Ft | 8190027 |
| ② | Conduit, DB, 3, 3 inch | 30 Ft | 8190035 |
| ③ | Conduit, DB, 4, 3 inch | 20 Ft | 8190038 |
| ④ | Hh, Round, 3 foot Dia. | 1 Ea | 8190259 |
| ⑤ | Hh, Round | 3 Ea | 8190260 |
| ⑥ | Controller and Cabinet, Digital Type | 1 Ea | 8200031 |
| ⑦ | Controller Fdn, Base Mount | 1 Ea | 8200045 |
| ⑧ | Pedestal, Alum | 1 Ea | 8200100 |
| ⑨ | Pedestal, Fdn | 1 Ea | 8200105 |
| ⑩ | Pushbutton and Sign | 4 Ea | 8200121 |
| ⑪ | Serv Disconnect | 1 Ea | 8200135 |
| ⑫ | Span Wire | 4 Ea | 8200140 |
| ⑬ | TS, One Way Span Wire Mtd (LED) | 8 Ea | 8200313 |
| ⑭ | TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown | 3 Ea | 8200339 |
| ⑮ | TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown | 1 Ea | 8200347 |
| ⑯ | Wireless Vehicle Detection System | 1 Ea | 8200422 |
| ⑰ | Wireless Vehicle Sensor Node | 8 Ea | 8200425 |
| ⑱ | Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated | 4 Ea | 8200434 |
| ⑲ | Strain Pole, Steel, 6 bolt, 30 foot | 4 Ea | 8200460 |
| ⑳ | Strain Pole Fdn, 6 Bolt | 48 Ft | 8200470 |
| ○ | Cable, Sec, 600V, 1, 3/C#6 | 200 Ft | 8190399 |

NOTE: CABLES TO BE USED UNLESS SPECIFIED OTHERWISE

1. TRAFFIC SIGNAL CABLES ARE 5/C#16 PJ.
2. PEDESTRIAN SIGNAL CABLES ARE 7/C#16 PJ.
3. PUSHBUTTON CABLES ARE 2/C#16 SHIELDED PJ.
4. TRAFFIC LOOPS ARE 1/C#14 THHN 3 TURNS.
5. LOOP LEAD-INS ARE 2/C#16 SHIELDED PJ.
6. YAGI ANTENNA CABLES ARE LMR 400 OR APPROVED EQUAL.
7. CAMERA CABLES ARE VIDEO COAXIAL/POWER COMBINATION TYPE 8281 OR APPROVED EQUAL.
8. ACCESS POINT CABLES ARE CAT 5 OR APPROVED EQUAL.

CONTACT: TOM BARNHILL OF CONSUMERS ENERGY AT (517) 374-2255 FOR INSTALLATION OF SECONDARY ELECTRICAL SERVICE. NO COST TO CONTRACTOR.

FOR ELECTRICAL SERVICE INSPECTION CONTACT THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS AT (248) 496-0916. COST TO CONTRACTOR WILL BE INCIDENTAL.

CABLE INSTALL DIAGRAM



**MICHIGAN DEPARTMENT OF TRANSPORTATION
COST AGREEMENT FOR TRAFFIC SIGNAL
CONTROL**

Lansing Region
 District TSC
 County

This Agreement Cancels and Supercedes All Previous Cost Agreements AND is terminable on thirty days notice by any party.

LOCATION Modernization Traffic Signal
 M21 (W MAIN) @ CEDAR
 OWOSSO Shiawassee County

Typed Date 02/07/2014
 Work Auth No. 16566
 MDOT Plan No. 76061-01-002
 Installation Date 07/13/2006
 Revision Date 02/07/2014

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 09/06/2013 .
 Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

REVISED PARTICIPATION

PARTICIPATION

| AGENCY | (BY CONTRACT) | INSTALLATION | | MAINTENANCE | |
|------------------------------|---------------|--------------|----------------|-------------|-----------------------|
| | | Per Cent | Estimated Cost | Per Cent | Estimated Annual Cost |
| Dept of Transportation 76061 | | 0 % | | 50 % | \$420 |
| OWOSSO | City | 0 % | | 50 % | \$420 |
| Total | | | | 100 % | \$840 |

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT
 It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT

| | | | |
|--|--|---|--|
| | | For Michigan Department of Transportation use ONLY. | |
| APPROVED: City of OWOSSO Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | APPROVED: By _____ Engineer of Operations Date _____ | |
| APPROVED: Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | SIGNED: MICHIGAN DEPARTMENT OF TRANSPORTATION By _____ Deputy Director, Field Services Date _____ | |

* Two copies of resolution must be submitted with this form.

(See Reverse Side for an Outline of Policy)

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.
2. A divided highway shall be considered the same as a two-way undivided highway.
3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.
4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.
5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

| | | | | | | | | | |
|---------------|---|---|----|---|----|---|---|---|---|
| <u>SAMPLE</u> | 1 | - | 4W | - | 3C | - | S | - | A |
| | 1 | | 2 | | 3 | | 4 | | 5 |

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.

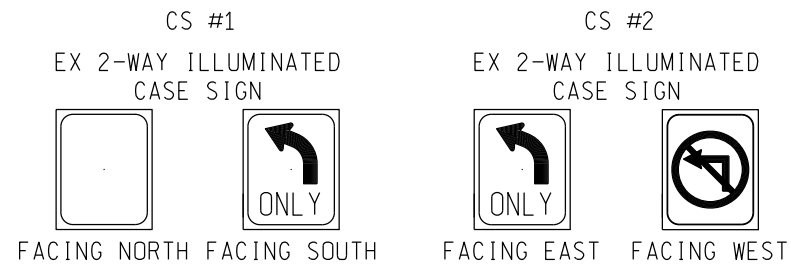
A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

EXPLANATION OF MDOT PLAN NUMBER

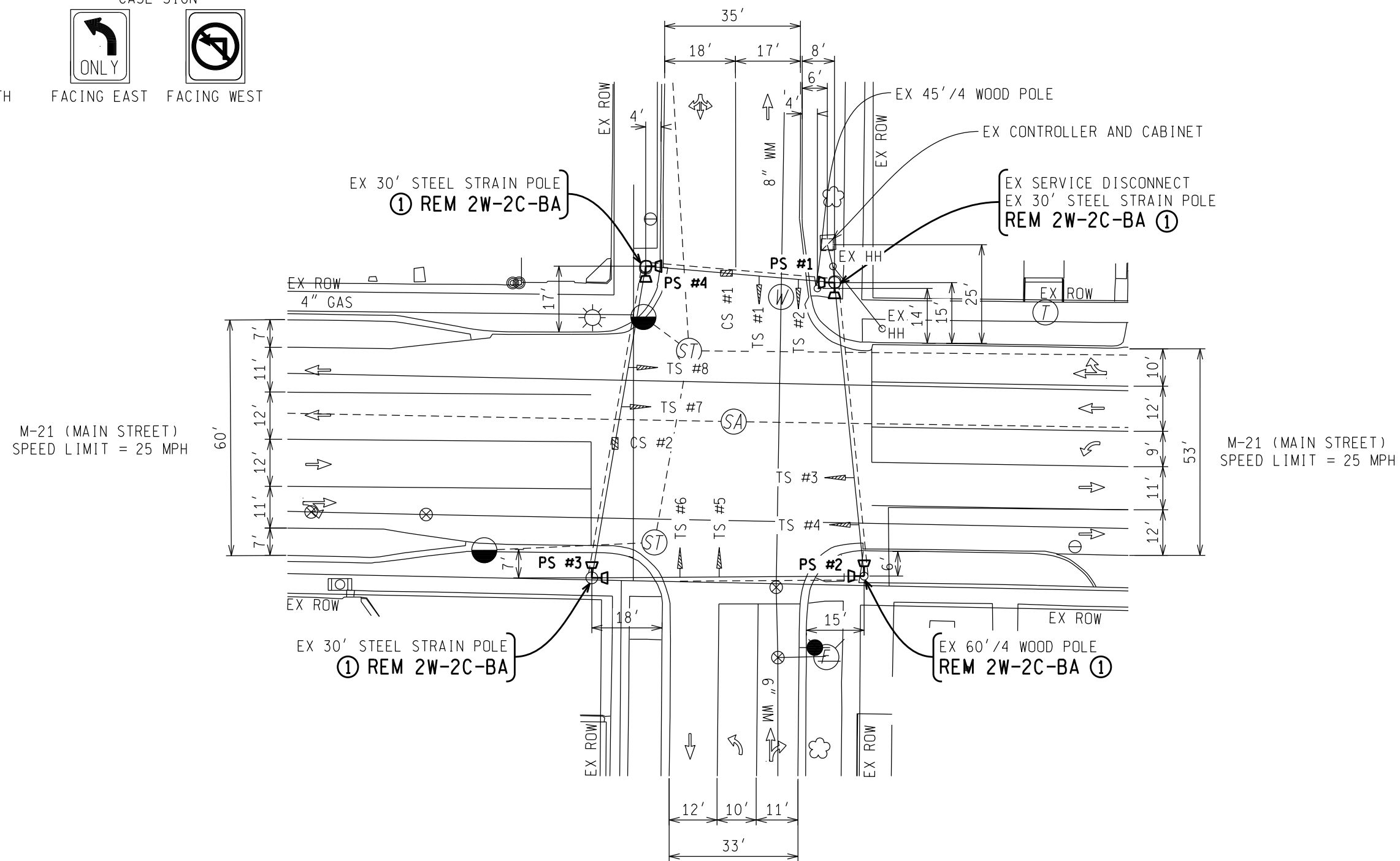
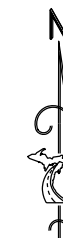
| | | | | | |
|---------------|-------|---|----|---|-----|
| <u>SAMPLE</u> | 65032 | - | 01 | - | 001 |
| | 1 | | 2 | | 3 |

Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher ; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.



CEDAR STREET
SPEED LIMIT = 25 MPH



CEDAR STREET
SPEED LIMIT = 25 MPH

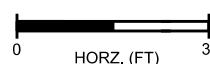
| LIST OF MATERIAL | | |
|------------------|--------------------------------------|------------|
| NO. | ITEM | QUANTITIES |
| ① | TS, Pedestrian, Bracket Arm Mtd. Rem | 4 Ea |

REMOVAL DIAGRAM

| SIGNALS | |
|---------------|------------|
| OPENINGS: | 35 |
| CYCLIC WATTS: | 392 |
| STEADY WATTS: | 400 |
| PLAN: | 7606101002 |

TRAFFIC SIGNAL REMOVAL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



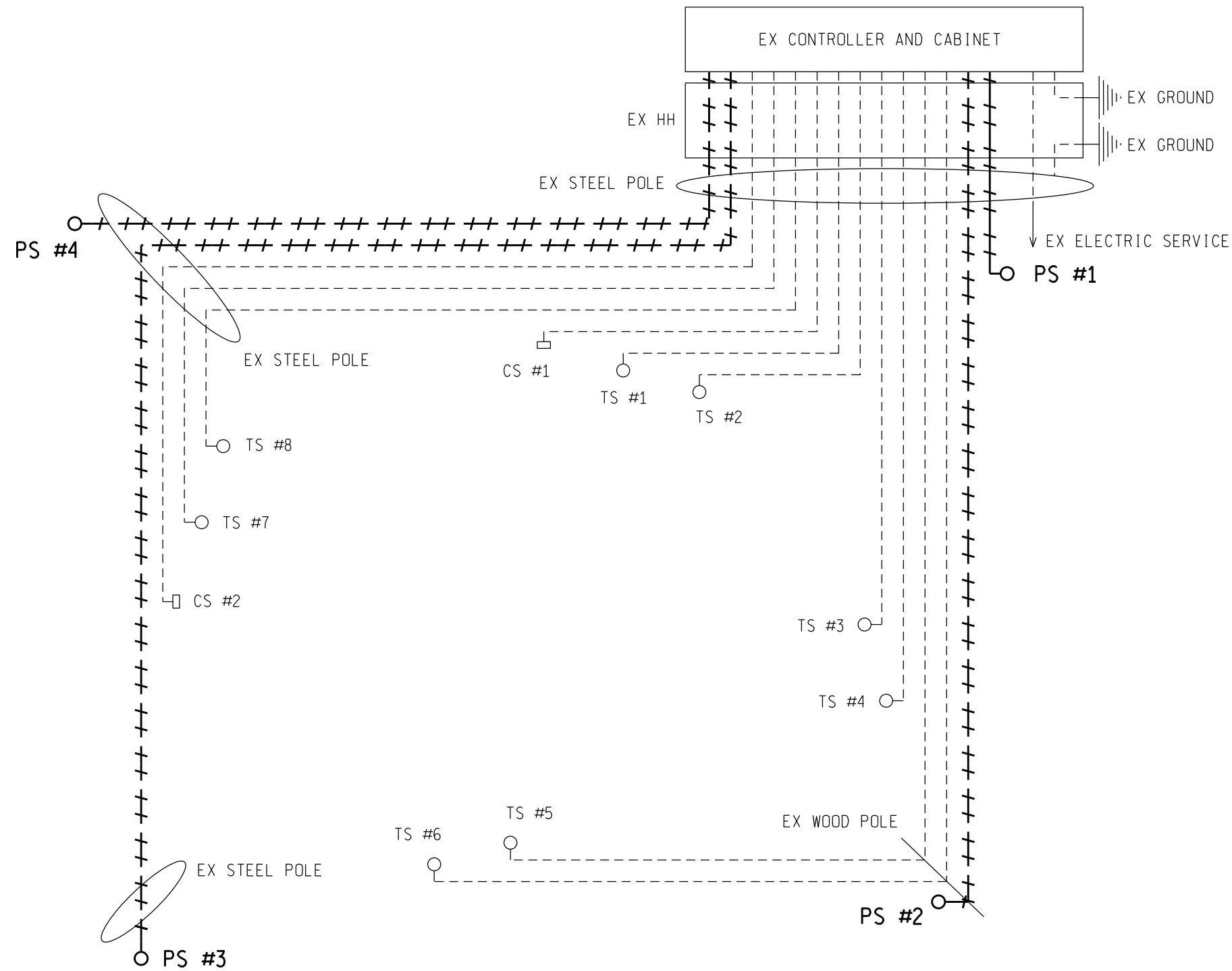
FILE: 114948 7606101002 REM001.DGN

DATE: 09/06/2013
DESIGN UNIT: LOWER
TSC: LANSING

CS: 76061
JN: 87244A/114948A

M-21 (MAIN STREET)
AT CEDAR STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

| DRAWING | SHEET |
|-----------------------|--------|
| M-21 SIGNAL 014 | SECT 1 |



CABLE REMOVAL DIAGRAM

TRAFFIC SIGNAL CABLE REMOVAL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



NO SCALE

FILE: 114948 7606101002 REM001.DGN

DATE: 09/06/2013

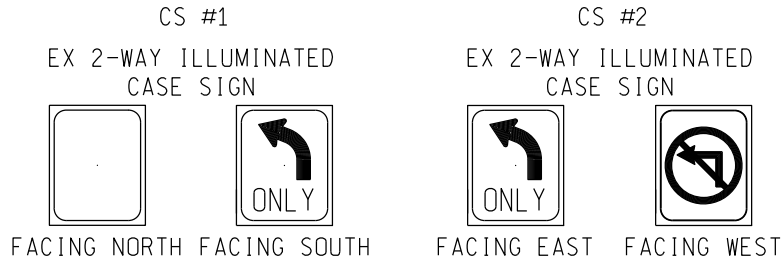
DESIGN UNIT: LOWER

TSC: LANSING

CS: 76061

JN: 87244A/114948A

| | | | |
|------------------------------------|--|---------|--------|
| M-21 (MAIN STREET) | | DRAWING | SHEET |
| AT CEDAR STREET | | M-21 | SECT 1 |
| OWOSSO TOWNSHIP, SHIAWASSEE COUNTY | | SIGNAL | 015 |



CEDAR STREET
SPEED LIMIT = 25 MPH



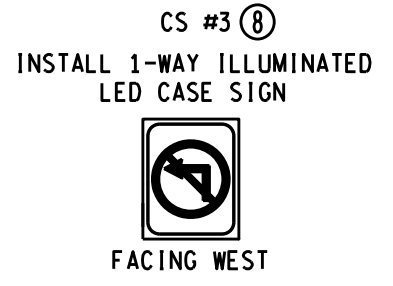
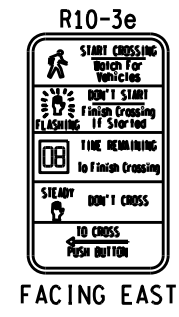
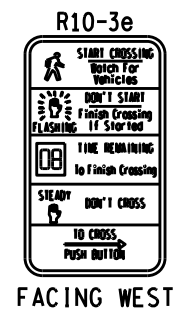
⑤ SEE DETAIL D-1 SHEET SIG-029-B

④ PUSHBUTTON PEDESTAL
② PEDESTAL FOUNDATION
③ PUSHBUTTON AND SIGN FOR CROSSING M-21 (FACING EAST)

EX CONTROLLER AND CABINET
WIRELESS VEHICLE DETECTION SYSTEM ⑥

EX SERVICE DISCONNECT
EX 30' STEEL STRAIN POLE
EX SPAN 2 POCH= 25'-0"
SEE DETAIL D-1 SHEET SIG-029-B ⑤

PUSHBUTTON PEDESTAL ④
PEDESTAL FOUNDATION ②
PUSHBUTTON AND SIGN FOR ③
CROSSING M-21 (FACING WEST)

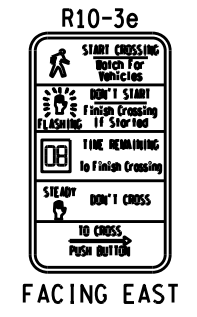
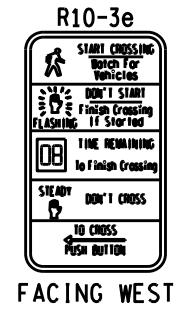


M-21 (MAIN STREET)
SPEED LIMIT = 25 MPH

M-21 (MAIN STREET)
SPEED LIMIT = 25 MPH

EX 30' STEEL STRAIN POLE
③ PUSHBUTTON AND SIGN FOR CROSSING M-21 (FACING EAST)
⑤ SEE DETAIL D-1 SHEET SIG-029-B

EX 60' /4 WOOD POLE
EX SPAN 2 POCH= 23'-5"
PUSHBUTTON AND SIGN FOR ③
CROSSING M-21 (FACING WEST)
SEE DETAIL D-1 SHEET SIG-029-B ⑤



WIRELESS VEHICLE SENSOR NODES (TYPICAL) ⑦ X 8

CEDAR STREET
SPEED LIMIT = 25 MPH

PLAN

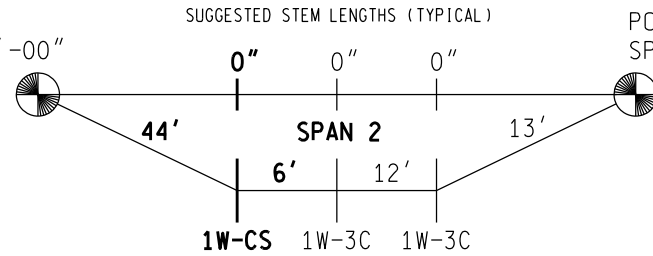
CONDUIT RUN DESIGNATIONS:

| | |
|---|-----------------------|
| BETWEEN A STRAIN POLE AND HANDHOLE: | 3-3" DB & 1-1 1/2" DB |
| BETWEEN BASE MOUNTED CONTROLLER AND HANDHOLE: | 4-3" DB & 1-1 1/2" DB |
| BETWEEN A PEDESTRIAN PEDESTAL AND HANDHOLE USE: | 1-1 1/2" DB ① |

| LIST OF MATERIAL | | |
|------------------|---|------------|
| NO. | ITEM | QUANTITIES |
| ① | Conduit, DB, 1, 1 1/2 inch | 25 Ft |
| ② | Pedestal, Fdn | 2 Ea |
| ③ | Pushbutton and Sign | 4 Ea |
| ④ | Pushbutton Pedestal, Alum | 2 Ea |
| ⑤ | TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown | 4 Ea |
| ⑥ | Wireless Vehicle Detection System | 1 Ea |
| ⑦ | Wireless Vehicle Sensor Node | 6 Ea |
| ⑧ | Case Sign (LED), One Way, 24 inch by 30 inch | 1 Ea |
| ⑨ | Hh, Round | 1 Ea |

| | |
|---------------|------------|
| SIGNALS | |
| OPENINGS: | 36 |
| CYCLIC WATTS: | 432 |
| STEADY WATTS: | 445 |
| PLAN: | 7606101002 |

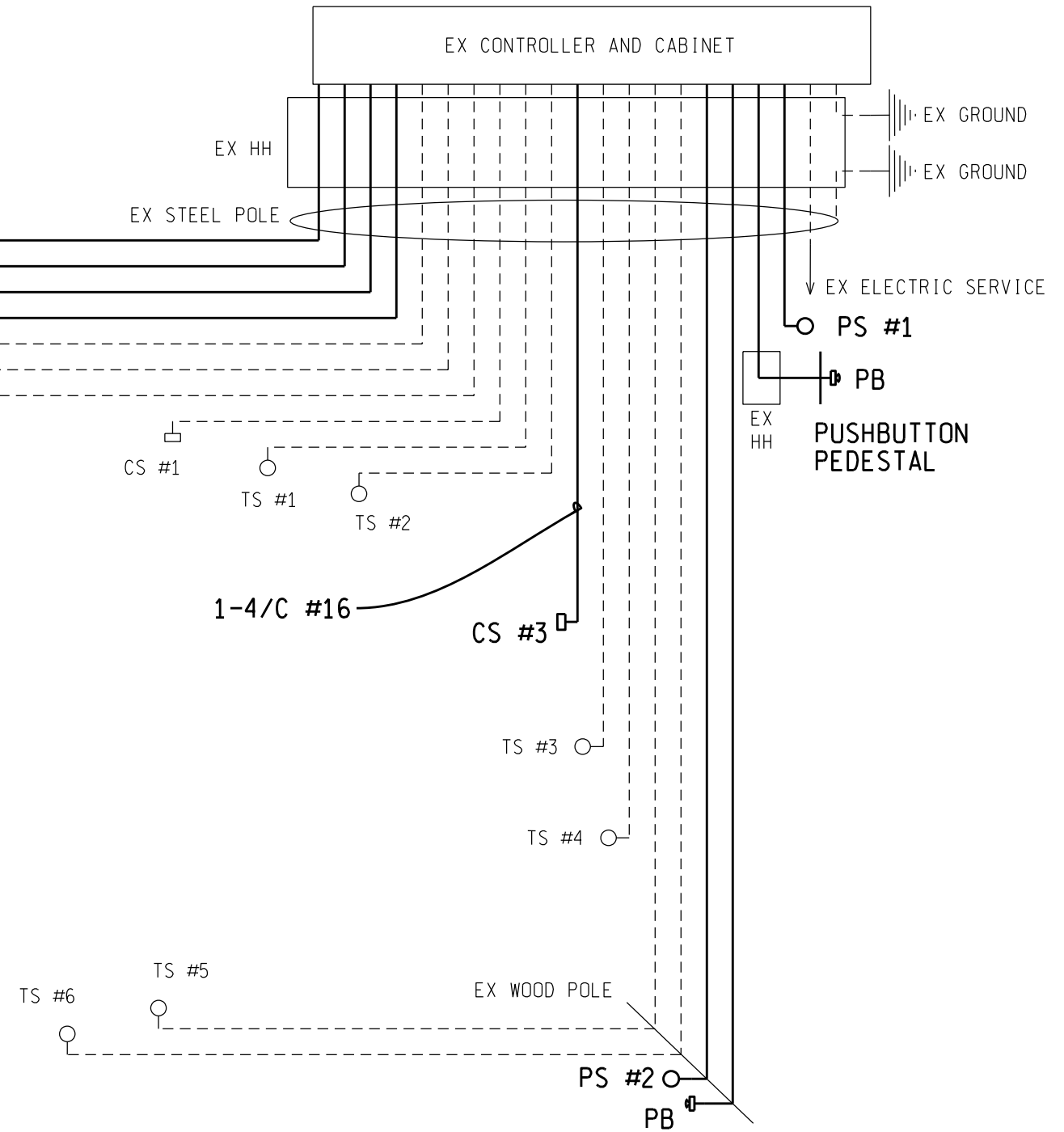
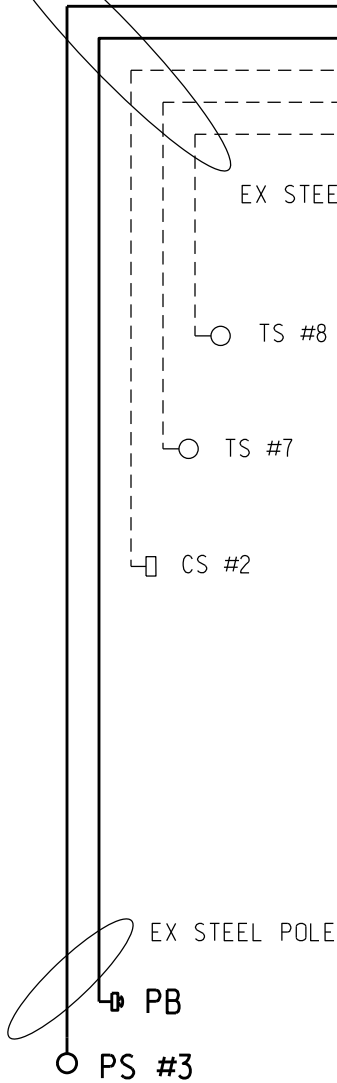
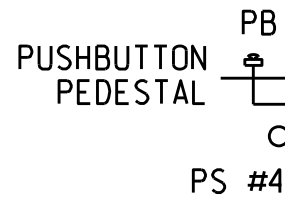
POLE: NE QUAD
SPAN 2 POCH= 25' -00"



POLE: SE QUAD
SPAN 2 POCH= 23' -05"

BOX SPAN CALCULATIONS
NOT TO SCALE

NOTE:
POCH (POLE CONTACT HEIGHT) IS SHOWN ABOVE G GRADE.
FIELD ADJUSTMENTS ARE TO BE MADE FOR ANY DIFFERENCE
IN GRADE AT POLE VS. ROAD GRADE.
POCH IS CALCULATED AT 1000 POUNDS TENSION.



- NOTE: CABLES TO BE USED UNLESS SPECIFIED OTHERWISE**
1. TRAFFIC SIGNAL CABLES ARE 5/C#16 PJ.
 2. PEDESTRIAN SIGNAL CABLES ARE 7/C#16 PJ.
 3. PUSHBUTTON CABLES ARE 2/C#16 SHIELDED PJ.
 4. TRAFFIC LOOPS ARE 1/C#14 THHN 3 TURNS.
 5. LOOP LEAD-INS ARE 2/C#16 SHIELDED PJ.
 6. YAGI ANTENNA CABLES ARE LMR 400 OR APPROVED EQUAL.
 7. CAMERA CABLES ARE VIDEO COAXIAL/POWER COMBINATION TYPE 8281 OR APPROVED EQUAL.
 8. ACCESS POINT CABLES ARE CAT 5 OR APPROVED EQUAL.

CABLE INSTALL DIAGRAM

TRAFFIC SIGNAL CABLE INSTALL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



NO SCALE

FILE: 114948 7606101002 CON001.DGN

DATE:09/06/2013

DESIGN UNIT: LOWER

TSC: LANSING

CS: 76061

JN: 87244A/114948A

M-21 (MAIN STREET)
AT CEDAR STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

DRAWING SHEET
M-21 SIGNAL 017
SECT 1

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.
2. A divided highway shall be considered the same as a two-way undivided highway.
3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.
4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.
5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

| | | | | | | | | | |
|---------------|---|---|----|---|----|---|---|---|---|
| <u>SAMPLE</u> | 1 | - | 4W | - | 3C | - | S | - | A |
| | 1 | | 2 | | 3 | | 4 | | 5 |

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.

A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

EXPLANATION OF MDOT PLAN NUMBER

| | | | | | |
|---------------|-------|---|----|---|-----|
| <u>SAMPLE</u> | 65032 | - | 01 | - | 001 |
| | 1 | | 2 | | 3 |

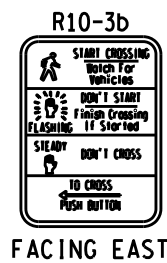
Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher ; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.

CS #1
EX 4-WAY ILLUMINATED
CASE SIGN



FACING ALL DIRECTIONS



FACING EAST

M-21 (MAIN STREET)
SPEED LIMIT = 25 MPH



FACING EAST

EX SIGNAL PEDESTAL AND FOUNDATION
EX PUSHBUTTON
② REM 2W-2C-PA
REM PUSHBUTTON SIGN

EX 36' STEEL STRAIN POLE
EX PUSHBUTTON
① REM 2W-2C-BA
REM PUSHBUTTON SIGN

EX CONTROLLER AND CABINET
EX SERVICE DISCONNECT
EX 36' STEEL STRAIN POLE

EX SIGNAL PEDESTAL AND FOUNDATION
EX PUSHBUTTON
REM 2W-2C-PA ②
REM PUSHBUTTON SIGN

EX SIGNAL PEDESTAL AND FOUNDATION
REM 2W-2C-PA ②
REM PUSHBUTTON AND SIGN ③



FACING WEST

M-21 (MAIN STREET)
SPEED LIMIT = 25 MPH



FACING WEST

ABANDON TRAFFIC LOOPS (TYPICAL)

CHESTNUT STREET
SPEED LIMIT = 25 MPH

REMOVAL DIAGRAM

| LIST OF MATERIAL | | | |
|------------------|--------------------------------------|------------|-----------|
| NO. | ITEM | QUANTITIES | ITEM CODE |
| ① | TS, Pedestrian, Bracket Arm Mtd, Rem | 1 Ea | 8200180 |
| ② | TS, Pedestrian, Pedestal Mtd, Rem | 3 Ea | 8200181 |
| ③ | Pushbutton, Rem | 1 Ea | 8200122 |

PAYMENT FOR THE REMOVAL OF EXISTING PUSHBUTTON SIGNS AND HARDWARE TO BE INCLUDED IN THE PAY ITEM "TS, Pedestrian, Bracket Arm Mtd, Rem" AND "TS, Pedestrian, Pedestal Mtd, Rem" AND WILL NOT BE PAID FOR SEPARATELY.

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



FILE: 114948 7606101007 REM001.DGN

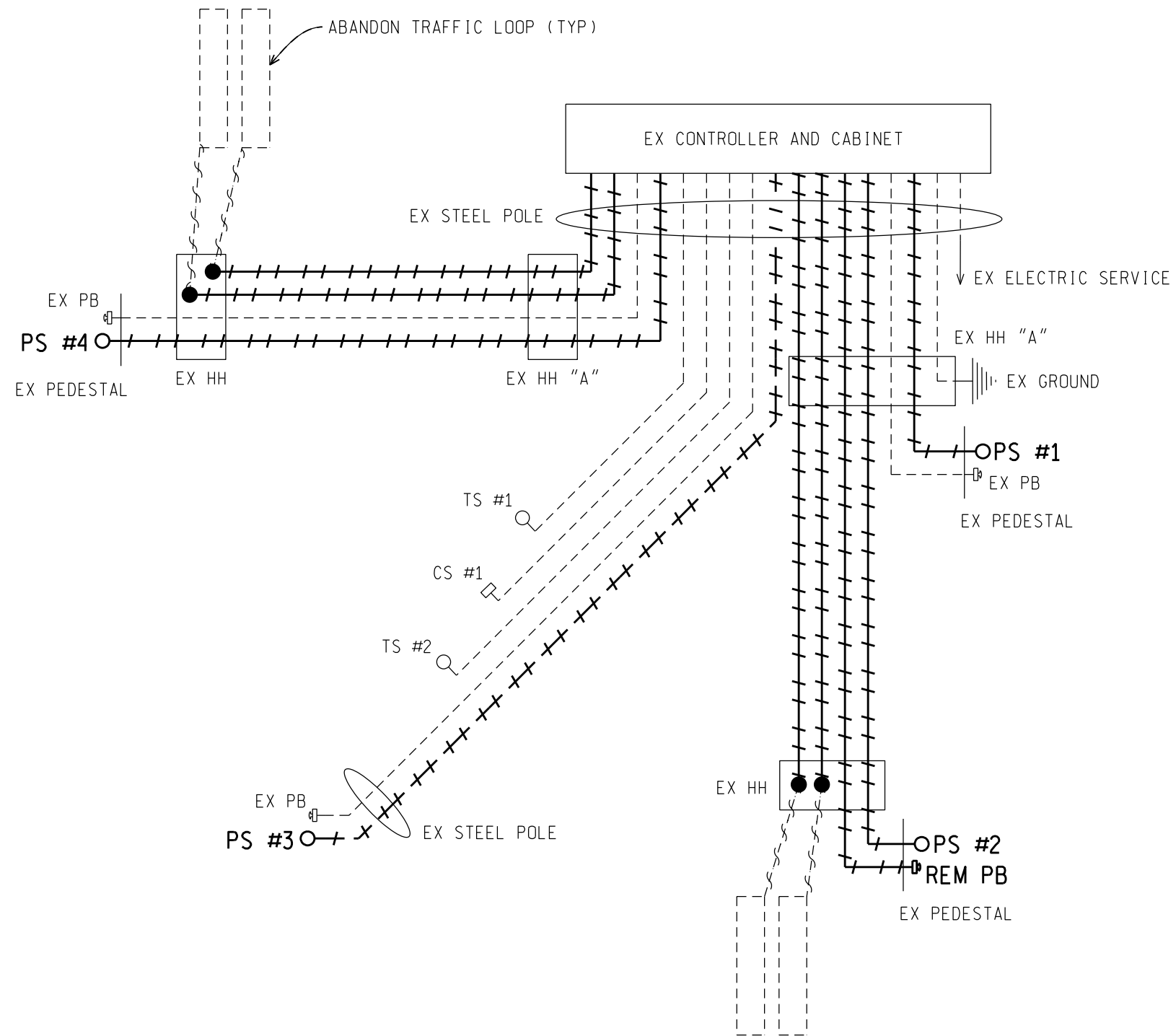
DATE: 09/06/2013
DESIGN UNIT: LOWER
TSC: LANSING

CS: 76061
JN: 87244A/114948A

M-21 (MAIN STREET)
AT CHESTNUT STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

DRAWING SHEET
M-21 SIGNAL SECT 1
001





CABLE REMOVAL DIAGRAM

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



NO SCALE

FILE: 114948 7606101007 REM001.DGN

DATE: 09/06/2013
 DESIGN UNIT: LOWER
 TSC: LANSING

CS: 76061
 JN: 87244A/114948A

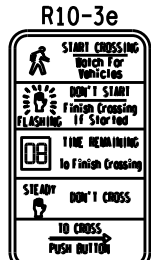
M-21 (MAIN STREET)
 AT CHESTNUT STREET
 OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

DRAWING SHEET
 M-21 SIGNAL SECT 1
 002

CS #1
EX 4-WAY ILLUMINATED
CASE SIGN



FACING ALL DIRECTIONS



FACING WEST

⑥ SEE DETAIL D-2 SHEET SIG-028-A
PUSHBUTTON SIGN (FACING WEST)

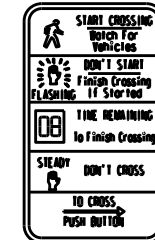
M-21 (MAIN STREET)
SPEED LIMIT = 25 MPH

CHESTNUT STREET
SPEED LIMIT = 25 MPH

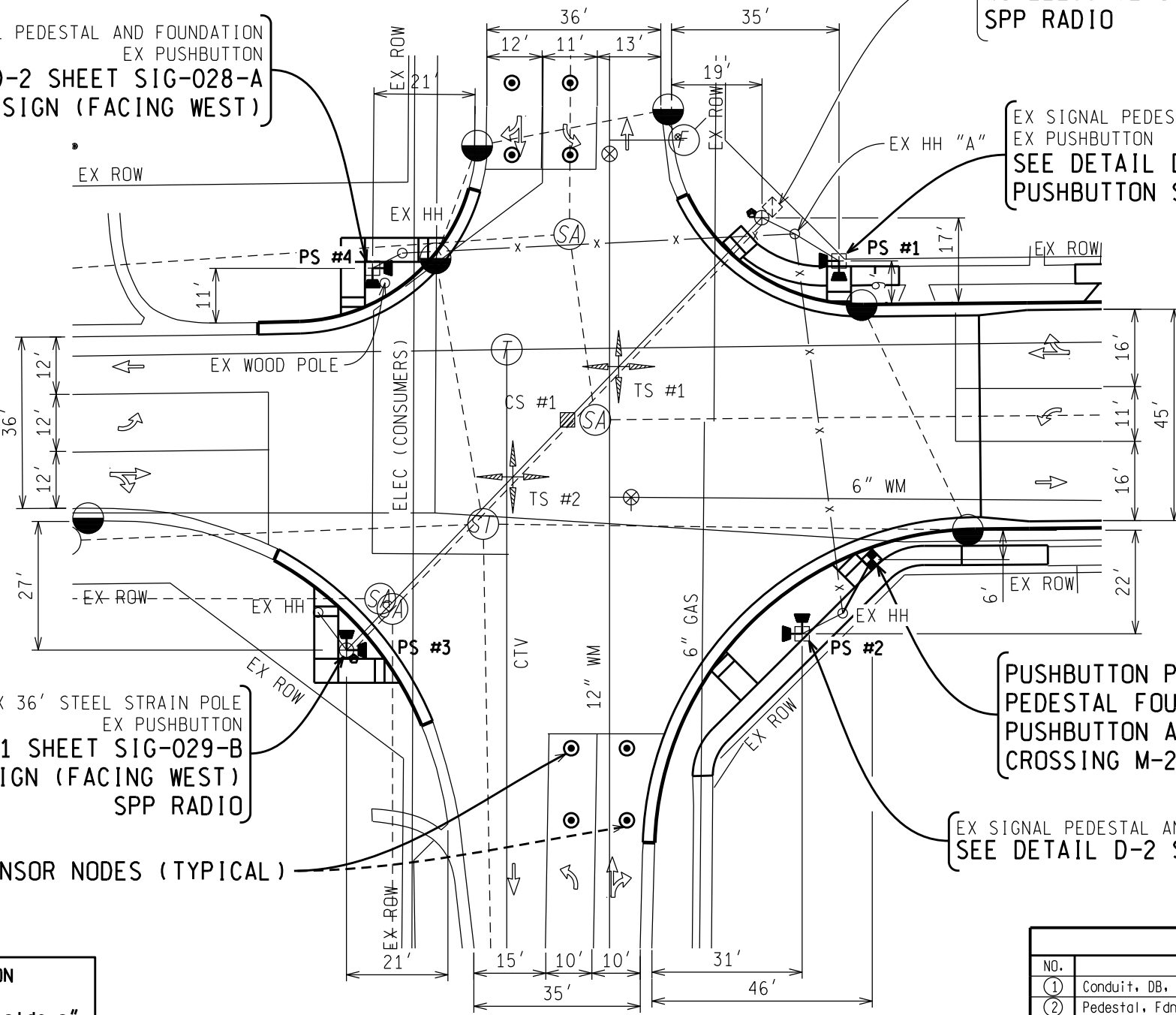
EX CONTROLLER AND CABINET
EX SERVICE DISCONNECT
EX 36' STEEL STRAIN POLE
WIRELESS VEHICLE DETECTION SYSTEM ⑦
SPP RADIO

EX SIGNAL PEDESTAL AND FOUNDATION
EX PUSHBUTTON
SEE DETAIL D-2 SHEET SIG-028-A ⑥
PUSHBUTTON SIGN (FACING WEST)

R10-3e



FACING WEST



M-21 (MAIN STREET)
SPEED LIMIT = 25 MPH



FACING WEST

⑤ SEE DETAIL D-1 SHEET SIG-029-B
PUSHBUTTON SIGN (FACING WEST)
SPP RADIO

PUSHBUTTON PEDESTAL ④
PEDESTAL FOUNDATION ②
PUSHBUTTON AND SIGN FOR ③
CROSSING M-21 (FACING WEST)



FACING WEST

⑧ X 8 WIRELESS VEHICLE SENSOR NODES (TYPICAL)

EX SIGNAL PEDESTAL AND FOUNDATION
SEE DETAIL D-2 SHEET SIG-028-A ⑥

PAYMENT FOR THE INSTALLATION OF PROPOSED PUSHBUTTON
SIGNS AND HARDWARE TO BE INCLUDED IN THE PAY ITEM
"TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown"
AND "TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown"
AND WILL NOT BE PAID FOR SEPARATELY.

CONDUIT RUN DESIGNATIONS:

BETWEEN A STRAIN POLE AND HANDHOLE: 3-3" DB & 1-1 1/2" DB
BETWEEN BASE MOUNTED CONTROLLER AND HANDHOLE: 4-3" DB & 1-1 1/2" DB
BETWEEN A PEDESTRIAN PEDESTAL AND HANDHOLE USE: 1-1 1/2" DB ①

CHESTNUT STREET
SPEED LIMIT = 25 MPH

PLAN

| LIST OF MATERIAL | | | |
|------------------|---|------------|-----------|
| NO. | ITEM | QUANTITIES | ITEM CODE |
| ① | Conduit, DB, 1, 1 1/2 inch | 15 Ft | 8190027 |
| ② | Pedestal, Fdn | 1 Ea | 8200105 |
| ③ | Pushbutton and Sign | 1 Ea | 8200121 |
| ④ | Pushbutton Pedestal, Alum | 1 Ea | 8200123 |
| ⑤ | TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown | 1 Ea | 8200339 |
| ⑥ | TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown | 3 Ea | 8200347 |
| ⑦ | Wireless Vehicle Detection System | 1 Ea | 8200422 |
| ⑧ | Wireless Vehicle Sensor Node | 8 Ea | 8200425 |

| SIGNALS | |
|---------------|------------|
| OPENINGS: | 36 |
| CYCLIC WATTS: | 432 |
| STEADY WATTS: | 250 |
| PLAN: | 7606101007 |

TRAFFIC SIGNAL INSTALL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



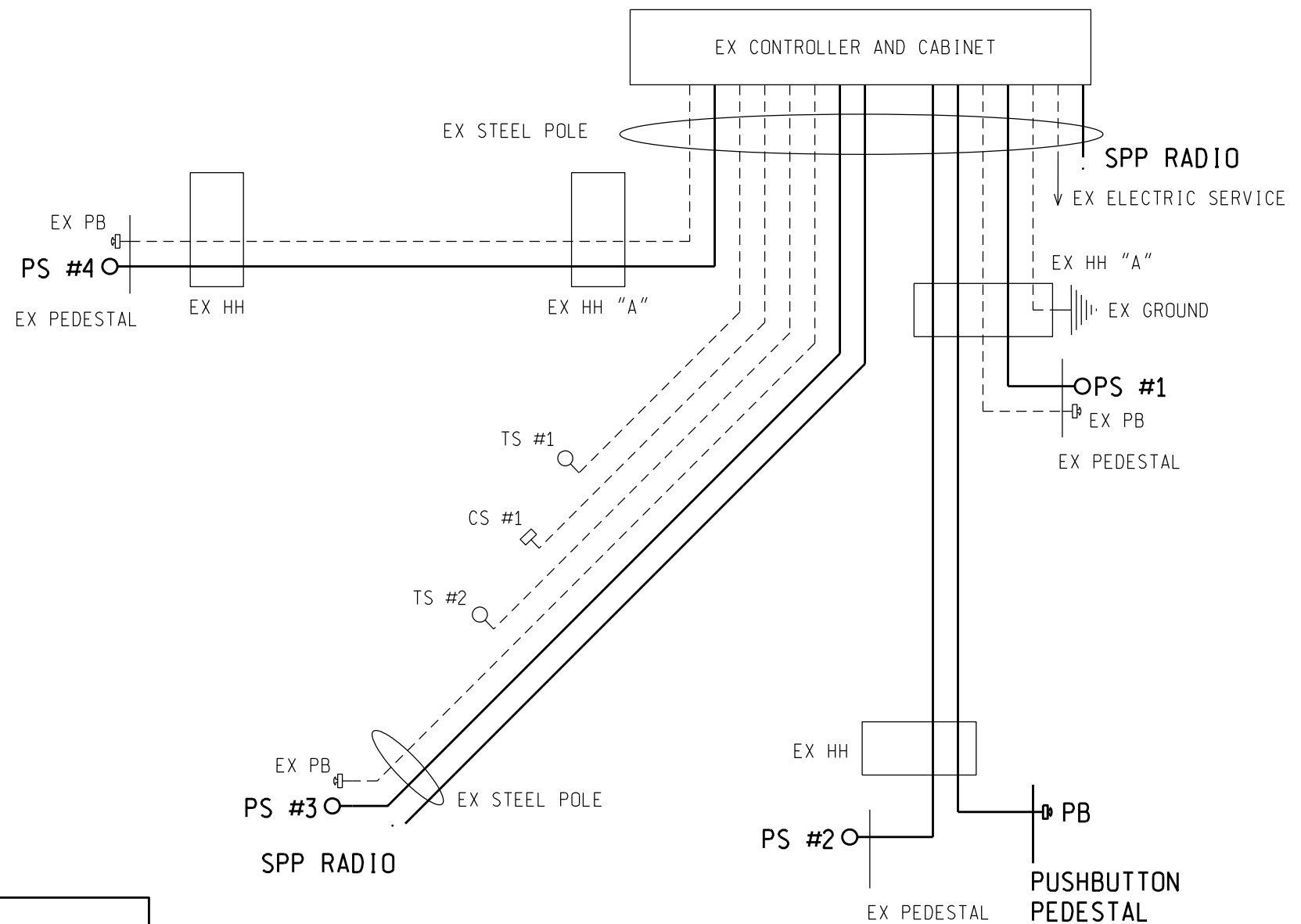
FILE: 114948 7606101007 CON001.DGN

DATE: 09/06/2013
DESIGN UNIT: LOWER
TSC: LANSING

CS: 76061
JN: 87244A/114948A

M-21 (MAIN STREET)
AT CHESTNUT STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

DRAWING SHEET
M-21 SIGNAL 003 SECT 1



CABLE INSTALL DIAGRAM

- NOTE: CABLES TO BE USED
UNLESS SPECIFIED OTHERWISE**
1. TRAFFIC SIGNAL CABLES ARE 5/C#16 PJ.
 2. 1W-4C SIGNALS ARE 7/C#16 PJ.
 3. PEDESTRIAN SIGNALS & 1W-5C (DOGHOUSE) CABLES ARE 7/C#16 PJ.
 4. PUSHBUTTON CABLES ARE 2/C#16 SHIELDED PJ.
 5. TRAFFIC LOOPS ARE 1/C#14 THHN 3 TURNS.
 6. LOOP LEAD-INS ARE 2/C#16 SHIELDED PJ.
 7. YAGI ANTENNA CABLES ARE LMR 400 OR APPROVED EQUAL.
 8. CABLE TO VIDEO CAMERAS TO BE COMBINATION COAXIAL/POWER CABLE.
 9. WIRELESS VEHICLE DETECTION RADIO CABLES ARE 600V CAT 5e OR APPROVED EQUAL.
 10. 1 WAY 24" X 30" L.E.D. CASE SIGNS ARE 4/C#16 PJ.
 11. 2 WAY & 4 WAY 24" X 30" L.E.D. CASES ARE 4/C#14 PJ.

TRAFFIC SIGNAL CABLE INSTALL SHEET

| AS-LET PLAN REVISIONS | | | | | | | | | NO SCALE | DATE: 09/06/2013 DESIGN UNIT: LOWER TSC: LANSING | CS: 76061 JN: 87244A/114948A | M-21 (MAIN STREET) AT CHESTNUT STREET OWOSSO TOWNSHIP, SHIAWASSEE COUNTY | DRAWING | SHEET |
|-----------------------|------|------|-------------|-----|------|------|-------------|--|----------|--|---------------------------------|--|---------|-------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

FILE: 114948 7606101007 CON001.DGN

M-21
SIGNAL
004



**MICHIGAN DEPARTMENT OF TRANSPORTATION
COST AGREEMENT FOR TRAFFIC SIGNAL
CONTROL**

Lansing Region
 District TSC
 County

This Agreement Cancels and Supercedes All Previous Cost Agreements AND is terminable on thirty days notice by any party.

LOCATION Modernization School Flasher
 M21 (MAIN) @ BROOKS
 OWOSSO Shiawassee County

Typed Date 02/07/2014
 Work Auth No. 16566
 MDOT Plan No. 76061-05-014
 Installation Date

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 09/06/2013. Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

PARTICIPATION

| AGENCY | (BY CONTRACT) | INSTALLATION | | MAINTENANCE | |
|------------------------------|---------------|--------------|----------------|-------------|-----------------------|
| | | Per Cent | Estimated Cost | Per Cent | Estimated Annual Cost |
| Dept of Transportation 76061 | | 0 % | | 100 % | \$96 |
| Total | | 0 % | | 100 % | \$96 |

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT

It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT

| | | | |
|--|--|---|--|
| | | For Michigan Department of Transportation use ONLY. | |
| APPROVED: Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | APPROVED: By _____ Engineer of Operations Date _____ | |
| APPROVED: Date _____ _____ (Title of Authorized Official) | APPROVED: Date _____ By _____ _____ (Title of Authorized Official) | SIGNED: MICHIGAN DEPARTMENT OF TRANSPORTATION By _____ Deputy Director, Field Services Date _____ | |

* Two copies of resolution must be submitted with this form.

Q1549 (3/89)

(See Reverse Side for an Outline of Policy)

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.
2. A divided highway shall be considered the same as a two-way undivided highway.
3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.
4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.
5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

| | | | | | | | | | |
|---------------|---|---|----|---|----|---|---|---|---|
| <u>SAMPLE</u> | 1 | - | 4W | - | 3C | - | S | - | A |
| | 1 | | 2 | | 3 | | 4 | | 5 |

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.

A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

EXPLANATION OF MDOT PLAN NUMBER

| | | | | | |
|---------------|-------|---|----|---|-----|
| <u>SAMPLE</u> | 65032 | - | 01 | - | 001 |
| | 1 | | 2 | | 3 |

Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher ; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.



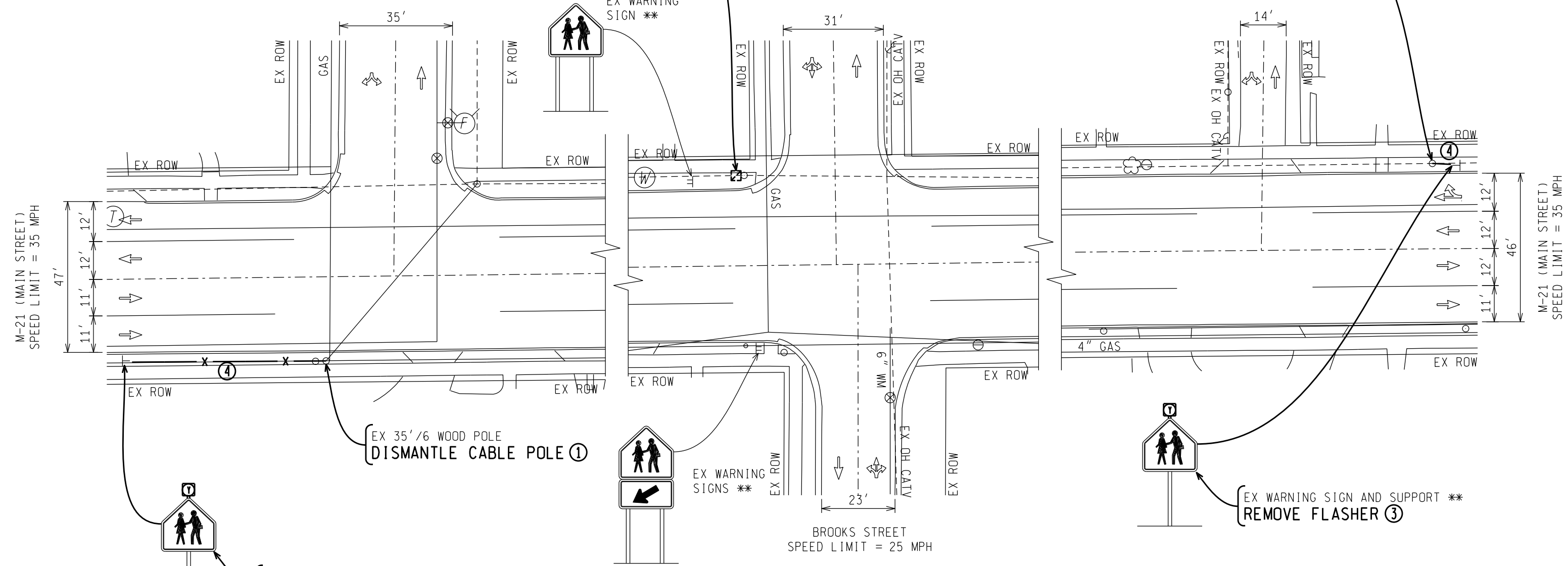
EX WOOD POLE
EX 120V. ELECTRIC SERVICE
② REM FLASH CONTROLLER

EX WOOD POLE
① DISMANTLE CABLE POLE

HOYT STREET
SPEED LIMIT = 25 MPH

BROOKS STREET
SPEED LIMIT = 25 MPH

CARMODY STREET
SPEED LIMIT = 25 MPH



EX 35' / 6 WOOD POLE
DISMANTLE CABLE POLE ①

EX WARNING SIGN AND SUPPORT **
REMOVE FLASHER ③

EX WARNING SIGN AND SUPPORT **
REMOVE FLASHER ③

REMOVAL DIAGRAM

** SEE SIGNING PLANS FOR DETAILS ON SIGN AND SUPPORT REMOVALS.

| LIST OF MATERIAL | | | |
|------------------|-----------------------------|------------|-----------|
| NO. | ITEM | QUANTITIES | ITEM CODE |
| ① | Cable Pole, TS, Disman | 2 Ea | 8190010 |
| ② | Controller and Cabinet, Rem | 1 Ea | 8200030 |
| ③ | Sign Optical, Rem | 2 Ea | 8200372 |
| ④ | Conduit, Rem | 75 Ft | 8190140 |

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



FILE: 114948 7606105014 REM001.DGN

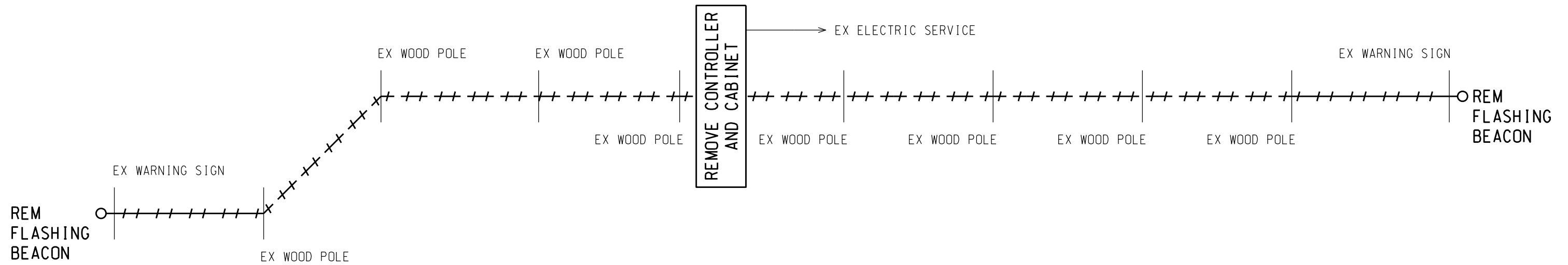
DATE: 09/06/13
DESIGN UNIT: LOWER
TSC: LANSING

CS: 76061
JN: 87244A/114948A

TRAFFIC SIGNAL REMOVAL SHEET

M-21 (MAIN STREET)
AT BROOKS STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

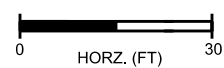
| | |
|-----------------------|--------|
| DRAWING | SHEET |
| M-21 SIGNAL 005 | 1 1 |



CABLE REMOVAL DIAGRAM
NOT TO SCALE

TRAFFIC SIGNAL CABLE REMOVAL SHEET

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



FILE: 114948 7606105014 REM001.DGN

DATE: 09/06/13

DESIGN UNIT: LOWER

TSC: LANSING

CS: 76061

JN: 87244A/114948A

M-21 (MAIN STREET)
AT BROOKS STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

| DRAWING | SHEET |
|-----------------------|--------|
| M-21 SIGNAL 006 | SECT 1 |



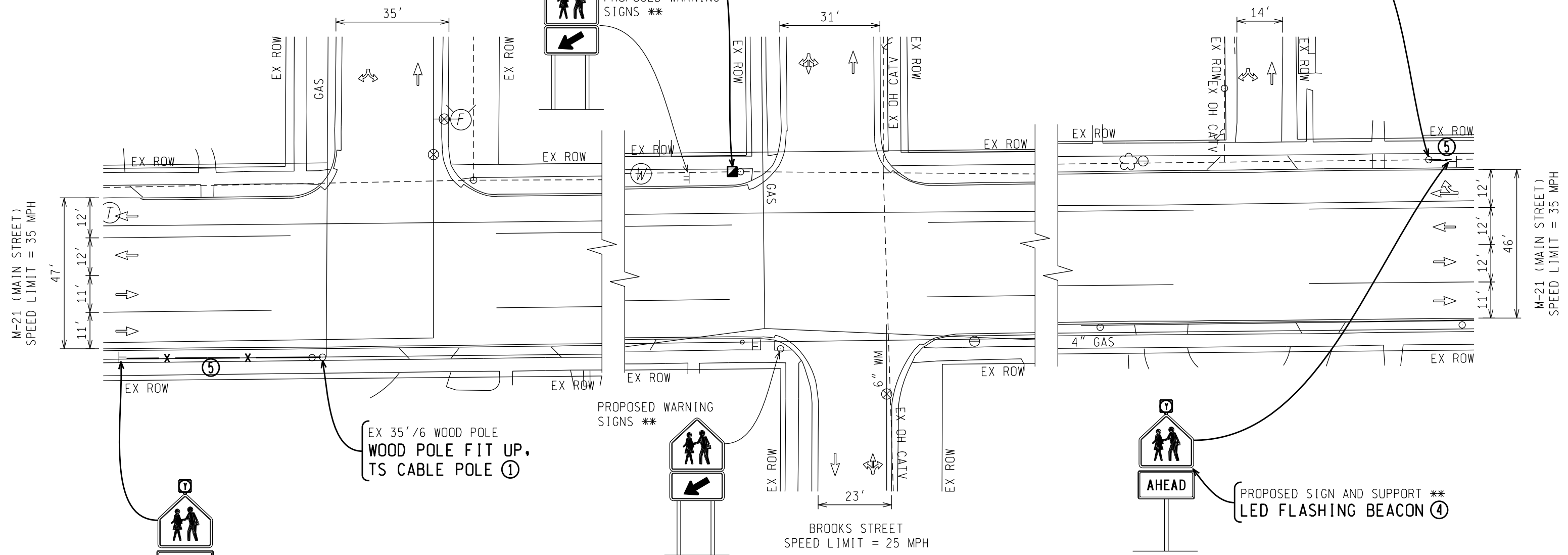
EX WOOD POLE
EX 120V. ELECTRIC SERVICE
② FLASH CONTROLLER AND CABINET
③ 60A. SERVICE DISCONNECT
(NEMA 4X-STAINLESS STEEL) FUSE AT 60A.

① WOOD POLE FIT UP, TS CABLE POLE

HOYT STREET
SPEED LIMIT = 25 MPH

BROOKS STREET
SPEED LIMIT = 25 MPH

CARMODY STREET
SPEED LIMIT = 25 MPH



M-21 (MAIN STREET)
SPEED LIMIT = 35 MPH

M-21 (MAIN STREET)
SPEED LIMIT = 35 MPH

PLAN

**** SEE SIGNING PLANS FOR DETAILS ON SIGN AND SUPPORT REPLACEMENTS.**

| LIST OF MATERIAL | | | |
|------------------|---|------------|-----------|
| NO. | ITEM | QUANTITIES | ITEM CODE |
| ① | Wood Pole, Fit Up, TS Cable Pole | 2 Ea | 8190501 |
| ② | Flash Beacon, Controller and Cabinet, Solid State | 1 Ea | 8200070 |
| ③ | Serv Disconnect | 1 Ea | 8200135 |
| ④ | Sign Optical, (LED) | 2 Ea | 8200373 |
| ⑤ | Conduit, DB, 1, 1 1/2 inch | 75 Ft | 8190027 |
| ○ | Cable, Sec. 600V, 1, 3/C#6 | 1100 Ft | 8190399 |

| SIGNALS | |
|---------------|------------|
| OPENINGS: | 2 |
| CYCLIC WATTS: | 44 |
| STEADY WATTS: | 0 |
| PLAN: | 7606105014 |

| AS-LET PLAN REVISIONS | | | | | | | |
|-----------------------|------|------|-------------|-----|------|------|-------------|
| NO. | DATE | AUTH | DESCRIPTION | NO. | DATE | AUTH | DESCRIPTION |
| | | | | | | | |



DATE: 09/06/13
DESIGN UNIT: LOWER
TSC: LANSING
FILE: 114948 7606105014 CON001.DGN

CS: 76061
JN: 87244A/114948A

TRAFFIC SIGNAL INSTALL SHEET
M-21 (MAIN STREET)
AT BROOKS STREET
OWOSSO TOWNSHIP, SHIAWASSEE COUNTY

DRAWING SHEET
M-21 SIGNAL 007
SECT 1



MEMORANDUM

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

DATE: March 3, 2014

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Cost Agreement between MDOT and City for rehabilitation of the Gould Street Bridge over the Shiawassee River

RECOMMENDATION:

I recommend City Council approve MDOT Cost Agreement No. 14-500 for the rehabilitation of the Gould Street Bridge over the Shiawassee River. The Agreement has been approved by the City Manager as to substance and form. A resolution to approve the Agreement is attached for your consideration.

BACKGROUND:

On February 11, 2011, City Council resolved that city staff make application to MDOT for Federal Critical Bridge funds to rehabilitate the Gould Street Bridge. This Agreement fixes the rights and obligations of both parties to proceed with the project. The work includes epoxy overlay of the bridge deck, pin and hanger replacement, partial cleaning and coating of structural steel, riprap, deck joint replacement, approaches, and maintaining traffic; together with necessary related work.

FISCAL IMPACTS:

The total estimated cost for this project is \$424,400; of that amount Federal Critical Bridge funds will pay \$339,504.00 and State Local Bridge funds will pay \$63,657.00. The City's estimated share is \$21,239.00. The City will also be responsible for any cost overruns exceeding the \$424,400.00 estimated for the project. Funds for the City's share of cost are available in Account No. 202-451-818000-GOULDBRIDGE.

This document originated by: Marlene Jungnitsch, Executive Secretary

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF MDOT COST AGREEMENT FOR REHABILITATION OF GOULD STREET BRIDGE OVER THE SHIAWASSEE RIVER

WHEREAS, within the City of Owosso there is a bridge over the Shiawassee River carrying traffic on Gould Street; and

WHEREAS, this bridge must be regularly maintained for the safety and expediency of users of the bridge; and

WHEREAS, this maintenance is costly and complex, requiring expertise outside that of City staff; and

WHEREAS, the City has applied for, and received, Federal Critical Bridge Funds to assist in the rehabilitation of the bridge and the Michigan Department of Transportation has agreed to oversee the project; and

WHEREAS, after review, city staff recommends approval of MDOT Cost Agreement No. 14-500 for Rehabilitation of Gould Street Bridge over the Shiawassee River; and

WHEREAS, the Michigan Department of Transportation requires the City of Owosso adopt a resolution indicating its willingness to participate in the rehabilitation of Gould Street Bridge over the Shiawassee River.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve MDOT Contract No. 14-500 for the rehabilitation of the Gould Street Bridge over the Shiawassee River.
- SECOND: That the City of Owosso is willing to participate in the project cost as illustrated within said contract.
- THIRD: That the Mayor and City Clerk are hereby authorized to sign the Agreement as attached.
- FOURTH: The City Council hereby directs staff to allocate \$21,239 from the major street fund and approves payment for services upon completion, or as otherwise requested by the State, in accordance with the contract.

LOCAL BRIDGE
FEDERAL

COM

| | |
|------------------|--|
| Control Section | BHT 76004 |
| Job Number | 115675 |
| Project | BHT 1476(006) |
| Federal Item No. | RR 8652 |
| Structure | B01 OF 76-04-11 (#9892) |
| CFDA No. | 20.205 (Highway Research Planning & Construction) |
| Contract No. | 14-5000 |

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OWOSSO, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Owosso, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 8, 2014, attached hereto and made a part hereof:

Rehabilitation work for the structure B01 of 76-04-11 (#9892), which carries Gould Street over the Shiawassee River, Section 19, T7N, R3E, City of Owosso, Shiawassee County, Michigan; including epoxy overlay, pin and hanger replacement, partial cleaning and coating of structural steel, riprap, deck joint replacement, approach, and maintaining traffic work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal funds under the following Federal program:

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and awarding the construction contract for the PROJECT. Such administration shall be in accordance with PART II Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Federal Highway Bridge Replacement and Rehabilitation Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$339,504, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The state Local Bridge Funds shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 15 percent up to an amount not to exceed \$63,657. The balance of the PROJECT COST, after deduction of Federal Funds and State Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon effective billing rates and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and State Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract. The initial effective billing rate for the state funding of the PROJECT is calculated by using the state funding for the PROJECT, at the time of the award of the construction contract, and dividing by the total costs of the PROJECT eligible for state funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding and the effective billing rate for the state funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING

PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code and/or State Funds.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT, for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving construction claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be reasonable and necessary and shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

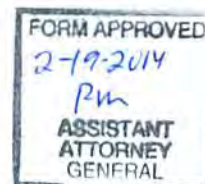
CITY OF OWOSSO

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 8, 2014

EXHIBIT I

CONTROL SECTION BHT 76004
JOB NUMBER 115675
PROJECT BHT 1476(006)
STRUCTURE B01 OF 76-04-11 (#9892)

| | <u>TOTAL ESTIMATED COST</u> | <u>FEDERAL FUNDS*</u> | <u>STATE LOCAL BRIDGE FUNDS**</u> | <u>TOTAL FEDERAL & STATE AID</u> | <u>BALANCE REQ. PARTY'S SHARE</u> |
|---------------------------------|-------------------------------------|---------------------------|---------------------------------------|--|---|
| <u>STRUCTURE AND APPROACHES</u> | | | | | |
| Construction (Contracted) | \$424,400 | \$339,504 | \$63,657 | \$403,161 | \$21,239 |

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

**State Local Bridge Funds shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 15 percent up to an amount not to exceed \$63,657.

NO DEPOSIT REQUIRED

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

To: Owosso City Council
 From: Charles Rau, Building Official
 Date: 03/11/2014
 Subject: Building Department Report for February, 2014

| Category | Estimated Cost | Permit Fee | Number of Permits |
|-----------------------|------------------|----------------|-------------------|
| Electrical | \$0 | \$1,470 | 12 |
| Mechanical | \$0 | \$1,590 | 11 |
| Plumbing | \$625 | \$1,355 | 8 |
| Res. Add/Alter/Repair | \$159,200 | \$1,250 | 7 |
| Res. Multi-Family | \$10,000 | \$170 | 1 |
| Totals | \$169,825 | \$5,835 | 39 |

2013 COMPARISON TOTALS

| | | | | |
|--|-------------|-----------------------|---|----|
| | | BUILDING PERMITS ONLY | - | 11 |
| February, 2013 TOTALS * | \$2,097,579 | \$16,250 | | 33 |
| * Memorial 4th floor permit a year ago | | | | |

MMS
 03/11/2014

Enforcements By Category

03/12/14

1 / 4

FEBRUARY, 2014

AUTO REP/JUNK VEH

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|--------------|-----------------|-------------|----------|--------|--------|
| ENF 14-0073 | 1311 MACK ST | LETTER SENT | Letter Sent | 02/21/14 | | N |
| Total Entries: | | | | 1 | | |

BUILDING VIOL

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|------------------|-----------------|-------------|----------|----------|--------|
| ENF 14-0049 | 311 DIMMICK ST | REF TO DPW | Resolved | 02/05/14 | 03/07/14 | VAC |
| ENF 14-0052 | 734 N HICKORY ST | LETTER SENT | Resolved | 02/06/14 | 02/28/14 | Y |
| ENF 14-0058 | 116 STRATFORD DR | REF TO RAU | Resolved | 02/07/14 | 02/25/14 | VAC |
| ENF 14-0075 | 211 S ELM ST | LETTER SENT | Letter Sent | 02/24/14 | | COMM |
| ENF 14-0078 | 110 ELLIOT ST | LETTER SENT | Letter Sent | 02/25/14 | | Y |
| Total Entries: | | | | 5 | | |

FRONT YARD PARKING

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|---------------------|-----------------|-------------|----------|----------|--------|
| ENF 14-0077 | 1305 MACK ST | LETTER SENT | Letter Sent | 02/27/14 | | Y |
| ENF 14-0081 | 116 STRATFORD DR | REF TO POLICE | Resolved | 02/28/14 | 03/01/14 | Y |
| ENF 14-0082 | 714 N WASHINGTON ST | REF TO POLICE | Resolved | 02/28/14 | 03/02/14 | Y |
| Total Entries: | | | | 3 | | |

GARBAGE & DEBRIS

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|-------------------|-----------------|---------------|----------|----------|--------|
| ENF 14-0060 | 818 S LYON ST | LETTER SENT | REF TO POLICE | 02/11/14 | | N |
| ENF 14-0061 | 1009 W MAIN ST | REF TO POLICE | Resolved | 02/11/14 | 02/14/14 | COMM |
| ENF 14-0065 | 838 WOODLAWN AV | REF TO POLICE | REF TO POLICE | 02/17/14 | | Y |
| ENF 14-0066 | 1102 BEEHLER ST | REF TO POLICE | REF TO POLICE | 02/20/14 | | Y |
| ENF 14-0070 | 623 GROVER ST | REF TO POLICE | Resolved | 02/20/14 | 02/22/14 | Y |
| ENF 14-0071 | 620 E COMSTOCK ST | REF TO POLICE | Resolved | 02/20/14 | 03/01/14 | Y |

Enforcements By Category

03/12/14

2 / 4

FEBRUARY, 2014

| | | | | | | |
|-------------|---------------------|---------------|---------------|----------|--|------|
| ENF 14-0072 | 615 N SAGINAW ST | VERBAL NOTICE | Verbal Notice | 02/20/14 | | VAC |
| ENF 14-0076 | 113 S WASHINGTON ST | LETTER SENT | Letter Sent | 02/26/14 | | COMM |

Total Entries: 8

MISC VEHICLE VIOL

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|------------------|-----------------|----------|----------|----------|--------|
| ENF 14-0053 | 417 ABBOTT ST | REF TO POLICE | Resolved | 02/06/14 | 02/21/14 | N |
| ENF 14-0054 | 421 ABBOTT ST | REF TO POLICE | Resolved | 02/06/14 | 02/13/14 | N |
| ENF 14-0056 | 404 N SAGINAW ST | REF TO POLICE | Resolved | 02/07/14 | 02/24/14 | Y |

Total Entries: 3

MISC.

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|----------------|-----------------|----------|----------|----------|--------|
| ENF 14-0059 | 1308 HERMAN ST | REF TO RAU | Resolved | 02/11/14 | 02/17/14 | N |

Total Entries: 1

MULTIPLE VIOLATIONS

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|---------------|-----------------|-------------|----------|--------|--------|
| ENF 14-0074 | 720 WRIGHT AV | VN SENT | Letter Sent | 02/24/14 | | Y |

Total Entries: 1

RENTAL UNIT VIOL

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|---------------|-----------------|-------------------|----------|----------|--------|
| ENF 14-0057 | 833 LINGLE AV | EXTEN GRANTED | Extension Granted | 02/07/14 | | Y |
| ENF 14-0062 | 110 ELLIOT ST | REF TO RAU | Resolved | 02/12/14 | 02/25/14 | Y |

Total Entries: 2

SIDEWALK/SNOW & ICE

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|---------|-----------------|--------|-------|--------|--------|
|--------------------|---------|-----------------|--------|-------|--------|--------|

Enforcements By Category

03/12/14

3 / 4

FEBRUARY, 2014

| | | | | | | |
|-------------|----------------------|------------------------|----------|----------|----------|-----|
| ENF 14-0039 | 1307 MACK ST | SENT TO DPW | Resolved | 02/03/14 | 02/10/14 | Y |
| ENF 14-0040 | 1309 MACK ST | SENT TO DPW | Resolved | 02/03/14 | 02/04/14 | Y |
| ENF 14-0041 | 723 ELMWOOD ST | SENT TO DPW | Resolved | 02/03/14 | 02/10/14 | N |
| ENF 14-0042 | 718 N DEWEY ST | SENT TO DPW | Resolved | 02/03/14 | 02/10/14 | Y |
| ENF 14-0043 | 401 E KING ST | SENT TO DPW | Resolved | 02/03/14 | 02/04/14 | N |
| ENF 14-0044 | 1436 W MAIN ST | WO SUBMITTED | Resolved | 02/03/14 | 02/11/14 | VAC |
| ENF 14-0045 | 738 N HICKORY ST | SENT TO DPW | Resolved | 02/04/14 | 02/10/14 | N |
| ENF 14-0046 | 422 ABBOTT ST | SENT TO DPW | Resolved | 02/04/14 | 02/10/14 | Y |
| ENF 14-0047 | 1300 S CHIPMAN ST | SENT TO DPW | Resolved | 02/04/14 | 02/10/14 | N |
| ENF 14-0050 | 1022 S LYON ST | DPW TO CHECK | Resolved | 02/06/14 | 02/11/14 | N |
| ENF 14-0051 | 735 N HICKORY ST | SENT TO DPW | Resolved | 02/06/14 | 02/10/14 | Y |
| ENF 14-0055 | 115 STRATFORD DR | SENT TO DPW | Resolved | 02/07/14 | 02/11/14 | VAC |
| ENF 14-0063 | 213 S LANSING ST | SENT TO DPW | Resolved | 02/13/14 | 02/17/14 | Y |
| ENF 14-0064 | 1542 W MAIN ST | SENT TO DPW | Resolved | 02/13/14 | 02/13/14 | VAC |
| ENF 14-0067 | 1101 N BALL ST | SENT TO DPW TO SHOVEL | Resolved | 02/20/14 | 03/04/14 | N |
| ENF 14-0068 | 620 FRAZER AV | GAVE TO DPW TO INSPECT | Resolved | 02/20/14 | 02/26/14 | N |
| ENF 14-0069 | 203 S DEWEY ST | DPW TO CHECK | Resolved | 02/20/14 | 02/26/14 | Y |
| ENF 14-0079 | 915 QUEEN ST | SENT TO DPW | Resolved | 02/27/14 | 03/04/14 | N |
| ENF 14-0080 | 1262 N SHIAWASSEE ST | GAVE TO DPW | Resolved | 02/28/14 | 03/10/14 | N |

Total Entries: 19

Total Records: 43

Total Pages: 3

Enforcements By Category

03/12/14

4 / 4

FEBRUARY, 2014

RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental

N - No, it's not a rental - owner occupied

APTS - Apartment Building

COMM - Commercial

REPO - Repossession

TRAIL - Trailer Park

VAC - Vacant House

VL - Vacant Lot

IND - Industrial

HOME OCC - Home Occupation

Status Definitions

For Code Violations

Complaint Logged – Complaint has been received. It will then be forwarded to the inspecting department.

Door Notice – When a lawn needs mowing, a notice is hung on the door of the home with the information on the ordinance and when it will be rechecked.

Extension Granted – If a person calls and is working on resolving the situation, but needs more time, an extension of the due date is granted to accommodate their particular circumstances.

Letter Sent – Letter is sent to owners and occupants of the property explaining what the violation is; the expected remedy; a copy of the applicable ordinance; possible consequences of non-compliance; a date to be completed by; and a phone number for questions.

N & O Sent – Notice and Order Sent. This would be the same as the Letter Sent with stronger wording and consequences. This is most often used for junk, abandoned, or unlicensed vehicles.

No Violation – No violation was found at the time of the inspection. Violation may have been corrected after filing of complaint before inspection occurred, or it may have been a false complaint or wrong address submitted.

Re-Opened – A violation may have been resolved, but violation was repeated soon after. The record is re-opened so those dealing with the complaint can see the history of the situation.

Red-tagged – Sometimes a property is red-tagged because it is unfit for human occupancy. This is a notice that no one may live there until conditions are resolved.

Ref – This means referred. This could be referred to several different departments. The Building Official, if it regards a structure that requires his attention. The DPW if the violation requires a clean-up.

Ref to Police – Complaint is referred to the police for an initial verification and description so that a letter may be sent to owners and tenants. The complaint is later referred again to the police for recheck to confirm that violation has been corrected and complaint can be dismissed and marked resolved.

Resolved – Correction of complaint has been completed; cleaned-up has been completed by owner or by the city department of public works; vehicle may have been hauled away or property licensed; lawn mowed; violation has been remedied and property is now in compliance.

Stop Work Order - Construction is occurring without a permit and proper inspections. This may result in a dangerous, unsafe situation and work must stop until permit application, plan review, or inspections are completed.

Ticket Issued – Police Department has issued a ticket. Violator will then have a limited time to comply or another ticket could be issued with a higher fine until violation has been resolved.

Verbal Notice – Violator may have been notified by telephone call or site visit of a required resolution.



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

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

MEMORANDUM

DATE: March 6, 2014
TO: Owosso City Council
FROM: Kevin Lenkart
RE: February 2014 Report

Attached are the statistics for the police department for February 2014. This report includes activity for the month of February and year-to-date statistics. Also attached is a list of Field Contacts, which are incidents that the police are dispatched to that require no further follow up than the officers initial response.

There were no reported burning violations for February.



Case Assignment/Clearance Report For February, 2014

| Offenses | Current Month | | Year-To-Date | | Percent Cleared |
|-----------------------------|---------------|-----------|--------------|-----------|-----------------|
| | Assigned | Cleared | Assigned | Cleared | |
| <i>PART I OFFENSES</i> | | | | | |
| ROBBERY | 0 | 0 | 0 | 0 | 0 % |
| AGGRAVATED ASSAULT | 1 | 0 | 2 | 1 | 50 % |
| BURGLARY | 8 | 9 | 11 | 14 | 127 % |
| LARCENY | 13 | 11 | 25 | 21 | 84 % |
| MOTOR VEHICLE THEFT | 0 | 1 | 2 | 2 | 100 % |
| SIMPLE ASSAULT | 5 | 4 | 9 | 9 | 100 % |
| ARSON | 0 | 0 | 0 | 0 | 0 % |
| FORGERY & UTTERING | 0 | 0 | 2 | 0 | 0 % |
| COUNTERFEITING | 0 | 0 | 0 | 0 | 0 % |
| FRAUD | 8 | 2 | 11 | 3 | 27 % |
| EMBEZZLEMENT | 0 | 0 | 0 | 0 | 0 % |
| WEAPON CRIMES- CARRY, POSS, | 0 | 0 | 0 | 0 | 0 % |
| PROSTITUTION | 0 | 0 | 0 | 0 | 0 % |
| SEX OFFENSES 1/ UNDER AGE - | 0 | 0 | 1 | 0 | 0 % |
| NARCOTICS VOLIATIONS | 3 | 2 | 8 | 6 | 75 % |
| GAMBLING VIOLATIONS | 0 | 0 | 0 | 0 | 0 % |
| VANDALISM-DAMAGE-DESTRUCTIO | 0 | 0 | 0 | 0 | 0 % |
| HOMICIDE 1 | 0 | 0 | 0 | 0 | 0 % |
| HOMICIDE | 0 | 0 | 0 | 0 | 0 % |
| RAPE / NON - FAMILY | 0 | 0 | 0 | 0 | 0 % |
| SEX OFFENSES 2 | 0 | 1 | 1 | 2 | 200 % |
| PARENTAL KIDDNAP | 0 | 0 | 0 | 0 | 0 % |
| KIDDNAPPING | 0 | 0 | 0 | 0 | 0 % |
| BURGLARY RESIDENTIAL | 1 | 0 | 4 | 0 | 0 % |
| BURGLARY COMMERCIAL | 0 | 0 | 1 | 1 | 100 % |
| RESISTING/OBSTRUCTING | 1 | 0 | 1 | 0 | 0 % |
| <i>PART I OFFENSES</i> | <i>40</i> | <i>30</i> | <i>78</i> | <i>59</i> | <i>75 %</i> |
| <i>PART II OFFENSES</i> | | | | | |
| PAROLE/PROBATION VIOLATION | 2 | 3 | 2 | 3 | 150 % |
| NATURAL DEATH | 3 | 3 | 7 | 3 | 42 % |
| RETAIL FRAUD | 1 | 1 | 2 | 2 | 100 % |
| RUNAWAY | 4 | 4 | 6 | 6 | 100 % |
| VIOLATION PPO/ COURT ORDER | 0 | 0 | 0 | 0 | 0 % |

| Offenses | Current Month | | Year-To-Date | | Percent Cleared |
|--------------------------------|---------------|------------|--------------|------------|-----------------|
| | Assigned | Cleared | Assigned | Cleared | |
| FAMILY NONSUPPORT | 0 | 0 | 0 | 0 | 0 % |
| SUSPICIOUS DEATH | 0 | 0 | 0 | 2 | 0 % |
| TRAFFIC OFFENSES OTHER | 6 | 3 | 10 | 5 | 50 % |
| CRIMINAL CASE OTHER | 0 | 0 | 0 | 0 | 0 % |
| WARRANT ARREST | 14 | 10 | 32 | 24 | 75 % |
| SUSPICIOUS CIRCUMSTANCES | 3 | 2 | 4 | 3 | 75 % |
| WARRANT ADVISED | 0 | 0 | 0 | 0 | 0 % |
| MENTAL ORDER-ECO / TDO | 6 | 3 | 18 | 12 | 66 % |
| DOMESTIC ASSAULT/SITUATION | 15 | 9 | 25 | 17 | 68 % |
| ILLEGAL DUMPING | 0 | 0 | 0 | 0 | 0 % |
| FOUND PROPERTY | 0 | 0 | 5 | 4 | 80 % |
| RECOVERED PROPERTY | 0 | 0 | 0 | 0 | 0 % |
| ANNOYING PHONE CALLS | 0 | 0 | 0 | 0 | 0 % |
| TRESPASSING | 2 | 0 | 3 | 1 | 33 % |
| DOA | 0 | 0 | 0 | 0 | 0 % |
| ANIMAL COMPLAINTS | 1 | 1 | 2 | 2 | 100 % |
| MISSING PERSON | 0 | 0 | 0 | 0 | 0 % |
| WARRANT OBTAINED | 0 | 0 | 0 | 0 | 0 % |
| PROPERTY-LOST | 0 | 0 | 0 | 0 | 0 % |
| SAFEKEEPING OF WEAPON | 0 | 0 | 0 | 0 | 0 % |
| SUICIDE AND ATTEMPTED SUICIDES | 0 | 0 | 0 | 0 | 0 % |
| TRAFFIC - HIT & RUN | 7 | 4 | 10 | 7 | 70 % |
| FIRES - NOT ARSON | 0 | 0 | 1 | 0 | 0 % |
| LOST PROPERTY | 0 | 0 | 0 | 0 | 0 % |
| NON-CRIMINAL CASE | 5 | 4 | 16 | 14 | 87 % |
| CRIMES AGAINST FAMILY & | 1 | 2 | 2 | 2 | 100 % |
| DRIVING WHILE IMPAIRED | 2 | 4 | 8 | 8 | 100 % |
| LIQUOR LAW VIOLATIONS | 4 | 0 | 7 | 1 | 14 % |
| DISORDERLY CONDUCT | 2 | 0 | 3 | 1 | 33 % |
| OTHER CRIMES | 14 | 10 | 33 | 31 | 93 % |
| IMPOUND / TOW FOLLOW-UP | 0 | 0 | 0 | 0 | 0 % |
| FALSE ALARM | 0 | 0 | 0 | 0 | 0 % |
| MOTOR VEHICLE CRASH | 32 | 25 | 68 | 54 | 79 % |
| THREATS | 0 | 0 | 0 | 0 | 0 % |
| PROPERTY CRIMES, POSS, SALE, | 0 | 0 | 0 | 0 | 0 % |
| DAMAGE TO PROPERTY | 6 | 3 | 10 | 6 | 60 % |
| <i>PART II OFFENSES</i> | <i>130</i> | <i>91</i> | <i>274</i> | <i>208</i> | <i>75 %</i> |
| Grand Totals: | 170 | 121 | 352 | 267 | 75 % |

Field Contact By Reason Summary Report

Date Range: 02/01/2014 - 02/28/2014, Agency: OWPD

| Reason for Contact | Count |
|---------------------------------------|--------------|
| 911 Hang Up | 16 |
| Abandoned Vehicle | 1 |
| False Alarm Bank | 1 |
| False Alarm Commercial | 17 |
| False Alarm Residential | 5 |
| All Other Service Reports | 7 |
| Animal Complaints Other | 16 |
| Assist Ambulance | 4 |
| Assist To Other Dept | 20 |
| Assist Officer | 1 |
| Attempt To Locate | 8 |
| Barking Dog | 1 |
| Civil Dispute | 14 |
| Code Enforcement - Owosso | 1 |
| Disturbance | 5 |
| Failed To Pay | 1 |
| Fight / No Assault | 1 |
| Gun Permit/register | 41 |
| Harrassment | 6 |
| Investigate Vehicle | 1 |
| Liquor Inspections | 3 |
| Loud Music | 2 |
| Motorist Assist | 9 |
| Open Door | 2 |
| Ordinance Violation | 2 |
| Parking Problem | 26 |
| Pawn Ticket | 129 |
| Peace Officer | 9 |
| Private Property Pda / Non Reportable | 1 |
| Reckless Driver | 3 |
| Road Hazard | 8 |
| Suspicious Person | 14 |
| Suspicious Situation | 22 |

| Reason for Contact | Count |
|---------------------------|--------------|
| Suspicious Vehicle | 9 |
| Transport - Other | 2 |
| Trouble With Kids | 11 |
| Trouble With Neighbor | 15 |
| Trouble With Subject | 37 |
| Phone Harassment | 2 |
| Unwanted Subject | 1 |
| Vacation Check On Home | 1 |
| Vehicle Inspection | 1 |
| Warrant Arrest | 1 |
| Welfare Check | 17 |
| Work Traffic | 118 |



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

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

MEMORANDUM

DATE: March 6, 2014
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: February Fire Report

During the month of February 2014:

Fire Department responded to 205 Ambulance calls. Fire Department responded to 12 Fire calls.

131 - were city residents
36 - were non-residents
38 - required no transport

54 - transfers
39 - were residents
15 - were non-residents
10 - in town transfers
5 - in-facility transports

1 - False alarm
1 - Smoke Detector
1 - Public Service Assist
2 - Cancelled en route
2 - Gas Leaks
1 - Vehicle fire
2 - Electrical / arcing
1 - Power line
1 - Dumpster fire
1 - Vehicle Extrication

The Fire Department also completed the following:

30 Rental Inspections
12 Re-inspections

Minutes
Regular Meeting of the Parks & Recreation Commission
Council Chambers, City Hall
February 24, 2014 – 6 p.m.

Call to order: The meeting was called to order at 6:00 p.m. by Chairman Espich.

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

Roll Call: Taken by Recording Secretary Marty Stinson.

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

Members Absent: Commissioner Tim Alderman.

Others Present: Susan Montenegro, Assistant City Manager and Director of Community Development; and Daniel Vargas.

Approve Agenda for February 24, 2014 meeting.

A motion to approve the agenda for February 24, 2014 meeting was made by Commissioner Hathaway and supported by Commissioner Selbig.

Ayes: all. Motion carried.

Approve Minutes from January 27, 2014 meeting:

A motion to approve the minutes from the January 27, 2014 meeting was made by Commissioner Hathaway and supported by Commissioner Woodbury.

Ayes: all. Motion carried.

Public Comments:

John Adams was in attendance from the Leadership Shiawassee 2013-14 Class. He was visiting to get a better idea of civic activities. He works for Baker College. He also introduced his classmate, Roxane Cramer who works for the City of Owosso.

Communications:

1. Staff memorandum
2. January 27, 2014 minutes
3. Fred Meijer CIS Trail information

Business:

1. Bentley Park Updates

Susan Montenegro, Assistant City Manager and Director of Community Development, stated that the park information is the same. The weather restricts any changes at this time. Kevin Lenkart will come to the March meeting to discuss security cameras.

2. Plunge for the Parks

Chairman Espich commented that the Vice President of the LAFCU out of Lansing is donating one third of the ice rink money - \$2,000. Carrie Rathbun will be making the press release about the plunge. Commissioner Hathaway has contacted Baker College for a warming center; there are several maybes for

plungers; Commissioner Selbig has a Facebook setup; there will be life vests; the fire dept will have underwater winter suits; and two fire fighters will be in the water with a ladder to help the plungers out of the water.

There was also discussion about if there was a Pay Pal type account or Shiawassee Foundation – something like what disc golf donations can do. There was a sample T-Shirt e-mailed from Tim – the board thought it was awesome.

March 22 is the plunge at 2 p.m. at Hopkins Lake – Discussion about another news release.

6:29 p.m. Daniel Vargas arrived.

3. Fred Meijer CIS Trail Annual Meeting Invitation

Ms. Montenegro was asked to send invitations to the Parks and Recreation Commission and the Council for March 12 from 7 to 9 p.m. at the Agri Building in St. Johns. There is no cost for the Board to attend. We would like to make Owosso a hub and invited discussion about what can we do to make Owosso attractive to visitors. Chairman Espich said that Commissioner Alderman wanted to attend this event.

Public / Board Comments:

Mr. Vargas made a bike rack and has \$43 invest in it. Could he be reimbursed? It will hold about 22 bikes. It is welded and he will donate it for the cost of materials. He will come back on March 24th when it is completed. It will need a recommendation to the city council for their acceptance.

Mike Raffaelli has a class project with salmon eggs to be released in an approved stream later in the year. His class wants to adopt Hopkins Lake and learn about maintaining water quality. Trails in and garbage out. They will have an ice fishing expedition of about 75 fourth graders this Friday and maybe we can have a declaration for the kids' efforts.

Adjournment:

A motion to adjourn the meeting was made by Commissioner Woodbury and was supported by Commissioner Selbig. The meeting adjourned at 6:50 p.m.

Ayes: all. Motion carried.

Susan Montenegro, Secretary

mms

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
Council Chambers, City Hall
February 24, 2014 – 7:00 pm**

- CALL TO ORDER:** Meeting was called to order at 7:00 p.m. by Chairman William Wascher.
- PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited by all in attendance.
- ROLL CALL:** Roll Call was taken by Recording Secretary Marty Stinson.
- MEMBERS PRESENT:** Chairman William Wascher; Vice-Chairman Frank Livingston, Secretary Tom Kurtz, Commissioners David Bandkau, Craig Weaver and Randy Woodworth (arrived 7:03 p.m.).
- MEMBERS ABSENT:** Commissioners Ron Schlaak, Brent Smith, Thomas Taylor.
- OTHERS PRESENT:** Susan Montenegro, Assistant City Manager and Director of Community Development.

AGENDA APPROVAL:
MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER KURTZ TO APPROVE THE AGENDA FOR FEBRUARY 24, 2014.
YEAS ALL. MOTION CARRIED.

MINUTES APPROVAL:
MOTION BY COMMISSIONER BANDKAU, SUPPORTED BY COMMISSIONER LIVINGSTON TO APPROVE THE MINUTES OF THE MEETING OF NOVEMBER 25, 2013.
YEAS ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff memorandum
2. PC minutes from November 25, 2013
3. Zoning map of East Main from Washington to Gould
4. Potential land use map
5. Zoning ordinances from Lansing, Flint, Novi and New Baltimore as examples
6. Isotrope Wireless article

COMMISSIONER / PUBLIC COMMENTS: NONE

PUBLIC HEARING: NONE

SITE PLAN REVIEW: NONE

BUSINESS ITEMS:

7:03 p.m. Commissioner Woodworth arrived.

1. Westown Progress - discussion

Ms. Susan Montenegro, Assistant City Manager and Director of Community Development, shared with the Commission that she had a family emergency this month and the Westown rezoning had not proceeded on schedule. Chairman Wascher asked Marty to read from the previous minutes what the changes were to be made. The full list is to be prepared for the rezoning for a public hearing for the March Planning Commission meeting.

2. East Main from Washington to Gould – discussion of possible land uses

Commissioner Woodworth feels it should all be commercial. Chairman Wascher commented about the Overlay Office District. Commissioner Bandkau commented that this is an area that doesn't know what it wants to be. He'd rather change businesses come in the area. Commissioner Woodworth prefers changing the path as he sees a resurgence of retail happening. Commercial with parking is in demand. Commissioner Weaver asked how do they encourage speculation in the absence of buyers. Commissioner Kurtz asked about the two blocks between Dewey and Gould if they were deep enough. Commissioner Woodworth suggested that the alleys would have to be vacated and include the houses on Comstock.

At the next meeting a map will be prepared showing the discussed properties and the desired zonings along E. Main Street being: 438, 442, 448, 830, 832, 834, 910, 827, 831, 835 and 917 with the proposed zoning being changed to B-4 along with 108 S. Oak Street. Those proposed being changed to OS-1 would be 502, 508, 512 and 515 E. Main Street.

3. Wireless tower and antenna – planning stages.

Per Ms. Montenegro, there is nothing in our zoning ordinance about wireless towers and antennas. In the packets for tonight, there are several examples submitted. Discussion involved putting the policies before Attorney Bill Brown for the final review; towers should be out of timber zone; towers are income generators; how do we have a cell tower without screening as we have an ordinance regarding mechanical screening; and one opinion was that New Baltimore had a good residential ordinance.

COMMISSIONER / PUBLIC COMMENTS:

This was Commissioner Woodworth's first meeting and Chairman Wascher welcomed him to the Planning Commission asked him to tell the board about himself. He said he has Woodworth Commercial Real Estate and has been in the business since 2000. He did the K-Mart project and is getting started on the Matthews Building. He grew up in Corunna, graduated from Corunna High School and went to MSU. He is married to Molly McGinity and has a 20 month old and a six week old.

ADJOURNMENT:

MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER LIVINGSTON, TO ADJOURN AT 8:15 P.M.

YEAS ALL. MOTION CARRIED.

Tom Kurtz, Secretary

mms

REGULAR MEETING MINUTES
OWOSSO DDA / MAIN STREET
Council Chambers, City Hall
March 5, 2014 – 7:30 am.

MEETING CALLED TO ORDER at 7:38 a.m. by Dave Acton.

ROLL CALL was taken by Secretary Alaina Kraus.

MEMBERS PRESENT: Chairman Dave Acton, Authority Members Benjamin Frederick, Ken Cushman, Meredith Landino, Dawn Gonyou, Secretary Alaina Kraus, and Treasurer James Demis

MEMBERS ABSENT: Authority Members Bill Gilbert and Lance Omer

OTHERS PRESENT: Josh Adams, DDA /Owosso Main Street Manager; Susan Montenegro, City of Owosso; Jeff Deason, Chamber of Commerce

AGENDA:

MOTION BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER LANDINO TO APPROVE THE AGENDA FOR MARCH 5, 2014.

YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE MINUTES WITH MODIFICATION FOR THE MEETING OF FEBRUARY 5, 2014.

YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

None

COMMITTEE UPDATES

1. Design – Authority Member Bill Gilbert

They are getting ready to push for the fundraiser for the flower program and are getting bids for the flower baskets. There will be less baskets than last year to optimize the ones we have.

They are also moving forward on the drinking glass fundraiser. The rest of the bicycle racks will be ready by April 1st. There should be recognition arranged for Baker for making the racks.

The first three wayfinding signs should be ready to go by the first of April.

2. Economic Restructuring – Authority Member Demis

Randy Woodworth visited the meeting and shared information about six buildings downtown. For example, the Muller/Miller building will be being turned into 20 apartments upstairs with retail downstairs.

The committee will also be making further recommendations on the Market Study and discussed how to distribute that information. Adams and Omer also met with Kristov from Michigan Main Street and they are willing to share all of their resources to use with the Market Study, even though it was not done through them.

3. Organization – Authority Member Landino

The main focus has been getting the IB workplans into place including examples like storefront clean-up and partnerships with other partner groups downtown.

An adjustment was made to our newsletter publication schedule. The newsletter will go out quarterly with special editions during busy times of the year. Landino requested that other committees and members share any information that they have on events/news so that there is a diverse view of downtown activity.

There are now four groups of students in town who need hours include National Honor Society, Career Tech ed, and Baker students in addition to IB. The goal is to have 150-300 students involved in projects in the 13/14 year.

The Business Owner sub-committee is heading up the downtown business presence at the Shiawassee Home Garden Business Expo coming up this weekend. The booth will be about 30 feet. John Hankerd is making a display of pictures of downtown for the backdrop including names of downtown businesses and logos. Right now eight businesses are committed to be there. There is still space if others wish to join them.

Cushman asked about getting students involved with local businesses to get hands on experience with business. The primary concern is questions like is there pay for involvement with a business. Frederick also brought up that we should find out what students goals are from this and make sure that we are meeting those as well, which may be in part through another program outside of the IB one.

4. Promotion – Manager Adams

The Image Builders meeting is continuing to meet and come up with plans to address the larger community. The Business meeting has been averaging 8-10 businesses. Otherwise, summer planning for events like the car show are moving forward.

ITEMS OF BUSINESS:

1. CHECK REGISTER APPROVAL.

There is nothing abnormal in this period.

SEE BOARD PACKET FOR CHECK REGISTER

MOTION BY AUTHORITY MEMBER FREDERICK, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE CHECK REGISTER FOR FEBRUARY 2014 AS PRESENTED.

YEAS ALL. MOTION CARRIED.

2. BUDGET REPORT.

There wasn't much activity in February, but our TIF payment should arrive in March.

5. BUDGET APPROVAL

A problem has arisen from requiring committees to fund their projects and having the revenue and expenses in the budget, then allowing them to spend their budgeted amount even if the money has not been raised. This has eroded our fund balance. We are still solvent, but it is a problem.

Moving forward we will have a set number of how much money we have to spend based upon tax and TIF. From that amount is first withdrawn the expenses that must be paid (DDA and OMA loan payments, operating expenses, etc.). The remainder is distributed among the committees and will only reflect fundraising in the budget when the funds have been raised. As soon as those funds come in, the committee will be able to spend it.

We can amend the budget up to the end of the fiscal year. Demis is checking into whether these amendments then need to go to City Council. This has been a problem the city has faced as well.

The amounts allotted to each committee in the proposed budget are based on previous experience. Cushman brought up that it needs to be kept in mind that some projects, like those in ER, may need more money than is currently there to support and expand those committees, which in turn create more funds for the group as a whole.

MOTION BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER KRAUS TO APPROVE THE 2014/2015 BUDGET AS PRESENTED BY JIM DEMIS.

YEAS ALL. MOTION CARRIED.

3. PARK STREET IMPROVEMENTS

Construction begins imminently.

4. DIG UPDATE

We received the huge check last week. All work must be completed by the end of 2014 in order to have funds refunded for work completed which means the Chamber must move out before December. The city is currently looking for an engineer to head up the project. If we do not start construction before June 1st, we have to ask for an extension or that agreement is null and void. Normally this would

be 24 months, but we are benefitting from another committee not meeting/using the funds of the grant.

Deason shared that they are hoping to have bank financing sorted out in the next few weeks. They will need a temporary location to work from while the work is being done on the property and building. Gonyou said she may have a space that they can use. Deason is still trying to figure out what their needs are for this and will keep the board updated.

Demis mentioned that there may be a temporary hit on the budget between when bond payments begin and TIF begins to be impacted.

PUBLIC / BOARD / STAFF COMMENTS:

Frederick brought up that we should speak with Tuttle about CTE and ways to work with them on programs for students. Acton will attend the school foundation board meeting on March 10th at noon.

**MOTION MADE BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER GONYOU TO ADJOURN AT 8:38 AM.
YEAS ALL. MOTION CARRIED.**

Alaina Kraus, Secretary

February Check Register
By Check Number



**Owosso Main Street
Check Register - By Check Number
February 2014**

| <u>Num</u> | <u>Date</u> | <u>Name</u> | <u>Memo</u> | <u>Account</u> | <u>Paid Amount</u> |
|-------------|-------------------|---------------------------------------|--|------------------------------------|--------------------|
| 1954 | 02/13/2014 | Joshua Adams | Manager Wages | Owosso Main Street Checking | |
| | 02/13/2014 | | Manager wages 1/31/14 to 2/13/14 | 296-200-999.101 MANAGER WAGES | -2,115.38 |
| TOTAL | | | | | -2,115.38 |
| 1955 | 02/13/2014 | Kelly's Refuse | Trash Services | Owosso Main Street Checking | |
| | 02/03/2014 | | Trash Services for 2/1/14 through 2/28/14 | 296-200-831.000 MAINTENANCE | -500.00 |
| TOTAL | | | | | -500.00 |
| 1956 | 02/13/2014 | Rehmann Robson | Audit Costs | Owosso Main Street Checking | |
| | 02/13/2014 | | Audit for the year ended 6/30/13 | 296-200-818.000 CONTRACT SER | -2,700.00 |
| TOTAL | | | | | -2,700.00 |
| 1957 | 02/28/2014 | Joshua Adams | Manager Wages | Owosso Main Street Checking | |
| | 02/28/2014 | | Manager Wages 2/14/14 through 2/27/14 | 296-200-999.101 MANAGER WAGES | -2,115.38 |
| TOTAL | | | | | -2,115.38 |
| 1958 | 02/28/2014 | Shiawassee Chamber of Commerce | | Owosso Main Street Checking | |
| | 02/18/2014 | | 2014 Expo - vendor booth charges | 296-695-818.000-VOLPARTY | -461.00 |
| | 02/18/2014 | | 2014 Chamber non-profit membership fee | 296-695-818.000-VOLPARTY | -139.00 |
| TOTAL | | | | | -600.00 |
| 1959 | 02/28/2014 | DayStarr Communication | Phone forwarding service | Owosso Main Street Checking | |
| | 02/18/2014 | | Phone forwarding service - 3/1/14 to 3/31... | 296-200-728.000 OPER SUPPLIES | -15.16 |
| TOTAL | | | | | -15.16 |