

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, SEPTEMBER 19, 2016  
7:30 P.M.**

**Meeting to be held at City Hall  
301 West Main Street**

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 6, 2016:**

**APPROVAL OF THE MINUTES OF SPECIAL MEETING OF SEPTEMBER 13, 2016:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

1. General Aviation Appreciation Month. A proclamation of the Mayor's Office declaring the month of September 2016 as General Aviation Appreciation Month in the City of Owosso.

**PUBLIC HEARINGS**

1. Industrial Facilities Tax Exemption Certificate – 300 W. Main Street. Conduct a public hearing to receive public comment on the application from Owosso REI Group, LLC of Owosso for an Industrial Facilities Tax Exemption Certificate for real and personal property for their property at 300 West Main Street.
2. Obsolete Property Rehabilitation Exemption Certificate – 344 W. Main Street. Conduct a public hearing to receive citizen comment regarding the application from D.R. & H.P., LLC of Lansing for an Obsolete Property Rehabilitation Exemption Certificate for their property at 344 W. Main Street.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

**CONSENT AGENDA**

1. Oktoberfest Permission. Approve request from the Shiawassee Regional Chamber of Commerce for use of the Ball/Exchange Parking Lot (Lot # 5) and various downtown streets at various times from October 13, 2016 through October 16, 2016 for Oktoberfest 2016 and approve Traffic Control Order No. 1363 formalizing the request.
2. Bid Award – Clarifier Screening Equipment & Compactors. Approve bid award to Duperon Leasing & Sales, Inc. for the purchase of 2 clarifier screening units with 2 matching washer/compactors for the WWTP in the amount of \$216,775.00 and an additional \$10,000 for installation contingencies for the screening units (washer/compactors will be installed under separate contract), and further approve payment up to the bid amount plus the screening equipment installation contingency upon delivery, installation, and start-up of said equipment.
3. Purchase Authorization – Screw Pump Bearing Assembly. Approve sole source purchase of an upper bearing assembly and attached shaft from Lakeside Equipment Corporation of Illinois for an influent screw pump at the WWTP in the amount of \$15,594.00 and authorize payment to the vendor upon satisfactory receipt of the assembly.
4. Purchase Authorization — Road Salt. Waive competitive bidding requirements, authorize purchase order with The Detroit Salt Company, LLC, via State of Michigan Contract No. 071B1300339, for 1,800 tons of road salt at \$50.11 per ton, and further authorize payment up to \$90,198.00 upon satisfactory receipt of the product.
5. Warrant No. 528. Authorize Warrant No. 528 as follows:

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
William C. Brown, P.C.	Professional services- 8/3/16 - 8/31/16	General	\$12,509.64
Logicalis, Inc.	Network engineering services – August 2016	Various	\$ 7,056.00
Safebuilt, Inc.	Building department services- August 2016	General	\$11,600.00

**ITEMS OF BUSINESS**

1. Cargill Revised Development Agreement. Approve Revised Development Agreement with Cargill, Incorporated defining the responsibilities of Cargill and the City of Owosso in regard to Brownfield District #17, Cargill-Sonoco Roadway Project.
2. Bid Award – Cargill/Sonoco Road & Watermain Construction. Approve bid award to Crawford Contracting, Inc. for the construction of a roadway and water main serving Brownfield District #17, Cargill-Sonoco Roadway Project in the amount of \$1,621,311.07 contingent upon the receipt of all necessary approvals from the Michigan Strategic Fund and execution of a deed for right-of-way dedication and water main easements from Sonoco Protective Solutions, Inc., and further approve payment to the contractor upon satisfactory completion of the project or a portion thereof.
3. Development of Educational Plan for Street Bond. Develop a plan to educate residents regarding the street bond proposal on the November 8, 2016 ballot.

## **COMMUNICATIONS**

1. N. Bradley Hissong, Building Official. August 2016 Building Department Report.
2. N. Bradley Hissong Building Official. August 2016 Code Violations Report.
3. Kevin D. Lenkart, Public Safety Director. August 2016 Police Report.
4. Kevin D. Lenkart, Public Safety Director. August 2016 Fire Report.
5. Historical Commission. Minutes of August 29, 2016.

## **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, October 03, 2016

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – term expires June 30, 2019  
Building Board of Appeals – Alternate - term expires June 30, 2018  
Historical Commission – term expires December 31, 2016

### **ADJOURNMENT**

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

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF SEPTEMBER 6, 2016  
7:30 P.M.**

**PRESIDING OFFICER:** MAYOR BENJAMIN R. FREDERICK

**OPENING PRAYER:** REVEREND RAY STRAWSER  
MEMORIAL HEALTHCARE CHAPLAIN

**PLEDGE OF ALLEGIANCE:** GIRL SCOUT TROOP 30331

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth, Councilpersons Loreen F. Bailey, Burton D. Fox, Elaine M. Greenway, Michael J. O'Leary, and Robert J. Teich, Jr.

**ABSENT:** None.

**APPROVE AGENDA**

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

Move Item of Business 2. Permission to Install Little Free Libraries to Special Presentations.  
Move Consent 7. Contract Amendment No. 3 —WWTP Screening Equipment to Item of Business 4.  
Move Consent 9. Professional Service Agreement – Painting Restoration to Item of Business 5.  
Move Item of Business 5. Development of Educational Plan for Street Bond to Item of Business 6.

Motion supported by Choose an item. and concurred in by unanimous vote.

**APPROVAL OF THE MINUTES OF SPECIAL MEETING OF AUGUST 9, 2016**

Motion by Mayor Pro-Tem Eveleth to approve the Minutes of the Regular Meeting of August 15, 2016 as presented.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 15, 2016**

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of August 15, 2016 as presented.

Motion supported by Councilperson O'Leary and concurred in by unanimous vote.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

**Permission to Install Little Free Libraries**

Girl Scout Troop 30331 members Eve Hickey and Marisa Rose gave a presentation to Council seeking permission for the Troop to construct, install, and maintain little free libraries in two City parks. The proposed project will be performed as a part of their efforts to achieve a Bronze Award – the third highest award a Girl Scout can receive.



Mayor Frederick applauded the level of thought put into the plan.

Motion by Councilperson Fox to approve the request of Girl Scout Troop 30331 to construct, install, and maintain Little Free Libraries in Bentley Park and Curwood Castle Park as follows:

**RESOLUTION NO. 96-2016**

**RESOLUTION AUTHORIZING GIRL SCOUT TROOP 30331  
TO INSTALL ONE LITTLE FREE LIBRARY AT BENTLEY PARK  
AND ONE AT CURWOOD CASTLE PARK**

WHEREAS, the Girl Scout Troop 30331 made a presentation to the Parks & Recreation for a Little Free Library at Bentley Park and at Curwood Castle Park; and

WHEREAS, the Parks & Recreation Commission approved Troop 30331's request to install a Little Free Library at Bentley Park and at Curwood Castle Park; and

WHEREAS, Girl Scout Troop 30331 has agree to provide their own materials, construct the Little Free Libraries, and maintain the Little Free Libraries in perpetuity; and

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

FIRST: Girl Scout Troop 30331 has permission to install a Little Free Library at Bentley Park near the Pavilion.

SECOND: That Girl Scout Troop 30331 has permission to install a Little Free Library at Curwood Park on the river side of the sidewalk.

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

**PUBLIC HEARINGS**

**Plant Rehabilitation District – 300 W. Main Street**

A public hearing was conducted to receive citizen comment regarding the application from Owosso REI Group, LLC of Owosso requesting the establishment of a Plant Rehabilitation District for the property located at 300 West Main Street.

Marilyn Crowley, representative for the contractor Kincaid Henry, introduced herself, noted that Kincaid Henry will be the contractor for the project at 300 W. Main Street as well as the project at 344 W. Main Street, and that she was present to answer any questions regarding either project.

There were no citizen comments received prior to, or during the meeting.

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Mayor Pro-Tem Eveleth that the following resolution be adopted:

**RESOLUTION NO. 97-2016**

**ESTABLISHING A PLANT REHABILITATION DISTRICT  
FOR THE PROPERTY AT 300 W. MAIN STREET  
CITY OF OWOSSO, MICHIGAN**

WHEREAS, a request was received July 21, 2016 for an Industrial Facilities Tax Exemption Certificate from Owosso REI Group, LLC; and

WHEREAS, an Plant Rehabilitation District must be established to meet the requirements for an Industrial Facilities Tax Exemption Certificate; and

WHEREAS, this property is located within the city limits of the City of Owosso, County of Shiawassee; and

WHEREAS, the property description of proposed district is:

*PART OF ORIGINAL PLAT OF THE VILLAGE, NOW CITY OF OWOSSO DESCRIBED AS;  
SOUTH 1/2 OF BLOCK 24 & SOUTH 10 FEET OF NORTH 1/2 BLOCK 24, ALSO  
ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER AND  
SAID DESCRIPTION; and*

WHEREAS, it is determined that establishing this district would be beneficial to the city of Owosso, as well as local and regional economy.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Owosso, Shiawassee County, Michigan that the Plant Rehabilitation District is approved as described.

Motion supported by Councilperson Fox.

Roll Call Vote.

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

NAYS: None.

**Obsolete Property Rehabilitation District – 344 W. Main Street**

A public hearing was conducted to receive citizen comment regarding the application from D.R. & H.P., LLC of Lansing requesting the establishment of an Obsolete Property Rehabilitation District for their property at 344 W. Main Street.

There were no other comments received prior to, or during the meeting.

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Mayor Pro-Tem Eveleth that the following resolution be adopted:

**RESOLUTION NO. 98-2016**

**TO APPROVE ESTABLISHING AN  
OBSOLETE PROPERTY REHABILITATION DISTRICT  
FOR THE PROPERTY COMMONLY KNOWN AS:  
344 WEST MAIN STREET**

WHEREAS, Obsolete Property Rehabilitation Exemption Application was received August 3, 2016 along with a City of Owosso Application for Tax Abatement from D.R. & H.P., L.L.C., owners of 344 W. Main Street, to create an Obsolete Property Rehabilitation District, described as:

*LOTS 10 THRU 15 AND WEST 132 FEET OF LOT 8 AND WEST 13 2FEET' OF THE SOUTH 18 FEET OF LOT 7, BLOCK 6, LUCY L COMSTOCKS ADDITION TO CITY OF OWOSSO, INCLUDING THE WEST 132 FEET OF CLOSED ALLEY; and*

WHEREAS, the Obsolete Rehabilitation Act, Act 146 of 2000 is available to the city of Owosso; and

WHEREAS, the act permits the city of Owosso to establish an obsolete property rehabilitation district; and

WHEREAS, a public hearing was held for the purpose of hearing comments from those within the proposed district, and any other resident or taxpayer, of the city of Owosso; and

WHEREAS, the city clerk has given notification as required by law and this act, and

WHEREAS, the city council has determined that the qualifications of the act are satisfied.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Owosso, Shiawassee County, Michigan that on this date, September 6, 2016, in accordance with the Obsolete Rehabilitation Act, Act 146 of 2000, the Obsolete Property Rehabilitation District is established as described above.

Motion supported by Councilperson Greenway.

Roll Call Vote.

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

NAYS: None.

### **CITIZEN COMMENTS AND QUESTIONS**

There were no citizen comments to be received.

Mayor Frederick applauded the cities of Corunna and Owosso and the Friends of the Shiawassee River for their cooperative effort to clean up the river trail during the annual Labor Day Walk. Councilperson Greenway said she enjoyed the walk as well.

Councilperson Fox inquired about the recent notification that Lincoln School is now listed on the National Register of Historic Places, asking what the designation might mean for the redevelopment of the school. City Manager Crawford noted that the NRHP designation was part of the redevelopment plan from its outset and would benefit the project.

### **CITY MANAGER REPORT**

City Manager Donald D. Crawford detailed the latest Project Status Report for the Council noting the environmental cleanup efforts at the future Qdoba site were wrapping up.

Mr. Crawford went on to detail the status of the Brownfield Plan for the Sugar Beet Site, saying the State had been extremely difficult to deal with over the last several months but he anticipated the plan would be completed to the State's specifications in the coming days. Prior to submitting the plan for State approval the Brownfield Authority and the Council must rescind the existing plan and approve the new plan

necessitating a special meeting of both groups which he proposed for Tuesday, September 13, 2016 at 7:30am.

Mayor Frederick inquired about the status of the bond rating initiative. Mr. Crawford indicated that Finance Director Williams continues to work on the issue.

Councilperson Bailey inquired whether the purchase of an automatic meter reading system would allow the City to return to a monthly billing cycle for utilities. Mr. Crawford said staff would be looking at the feasibility of moving to monthly or bimonthly billing once the new system is installed.

Councilperson Fox inquired why the first phase of the Oliver Street Reconstruction Project would not be extended to the intersection of Oliver Street and Dewey Street, but to Oak Street instead. Public Services Director Sedlak indicated work would stop at Oak Street to accommodate the operations of Emerson School, except for the installation of water main which will extend to Dewey Street.

Councilperson Fox also inquired about his concern that the disc golf course may be encroaching on private property. City Manager Crawford indicated the owners of the property were present at the meeting tonight and the issue had been resolved.

### **CONSENT AGENDA**

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

**Set Public Hearing – Industrial Facilities Tax Exemption Certificate – 300 W. Main Street.** Set a public hearing for Monday, September 19, 2016 to receive public comment on the application from Owosso REI Group, LLC of Owosso for an Industrial Facilities Tax Exemption Certificate for real and personal property for their property at 300 West Main Street as follows:

#### **RESOLUTION NO. 99-2016**

#### **SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE OWOSSO REI GROUP, LLC 300 W. MAIN STREET CITY OF OWOSSO, MICHIGAN**

WHEREAS, a general tax abatement application was received March 11, 2016 from Owosso REI Group, LLC, per the City of Owosso Tax Abatement Policy of June 7, 2010; and

WHEREAS, application was also received July 21, 2016 from Owosso REI Group, LLC for an Industrial Facilities Tax Exemption Certificate; and

WHEREAS, a Plant Rehabilitation District was established September 6, 2016 for property described as:

*PART OF ORIGINAL PLAT OF THE VILLAGE, NOW CITY OF OWOSSO DESCRIBED AS; SOUTH 1/2 OF BLOCK 24 & SOUTH 10 FEET OF NORTH 1/2 BLOCK 24, ALSO ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER AND SAID DESCRIPTION; and*

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

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

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

WHEREAS, notification will be sent to all taxing jurisdictions per the City of Owosso Tax Abatement Policy of June 7, 2010.

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

FIRST: the Owosso City Council sets a public hearing for September 19, 2016 on or about 7:30 p.m. in the council chambers for the purpose of hearing comments from those within the proposed district, governmental taxing jurisdictions and any other resident or taxpayer, of the city of Owosso; and

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

**Set Public Hearing -Obsolete Property Rehabilitation Exemption Certificate – 344 W. Main Street.**

Set a public hearing for Monday, September 19, 2016 to receive citizen comment regarding the application from D.R. & H.P., LLC of Lansing for an Obsolete Property Rehabilitation Exemption Certificate for their property at 344 W. Main Street as detailed below:

**RESOLUTION NO. 100-2016**

**SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR  
AN OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE  
FOR THE PROPERTY COMMONLY KNOWN AS  
344 WEST MAIN STREET**

WHEREAS, the City of Owosso received application for an Obsolete Property Rehabilitation Exemption Certificate on August 3, 2016, from Owosso DRHP, LLC, and

WHEREAS, the City of Owosso approved a request to establish an Obsolete Property Rehabilitation District, on September 6, 2016, described as:

*LOTS 10 THRU 15 AND WEST 132 FEET OF LOT 8 AND WEST 132 FEET OF THE SOUTH 18 FEET OF LOT 7, BLOCK 6, LUCY L COMSTOCKS ADDITION TO CITY OF OWOSSO, INCLUDING THE WEST 132 FEET OF CLOSED ALLEY; and*

WHEREAS, it must be determined that approval of the Obsolete Property Rehabilitation Certificate would be beneficial to the city of Owosso, as well as the local and regional economies.

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

FIRST: the Owosso City Council sets public hearing for September 19, 2016 at or about 7:30 p.m. in the council chambers for the purpose of hearing comments for those within the district, and any other resident or taxpayer, of the city of Owosso; and

SECOND: the city clerk gives the notifications as required by law; and

THIRD: the city staff is directed to investigate and determine if the qualifications of the act are satisfied and to report their findings at the hearing.

**Art Walk Permission.** Approve the application of Owosso Main Street/DDA for use of Main Street Plaza September 10, 2016 from 8:00am to 4:00pm for the Art Walk event, waive the insurance requirement, and authorize Traffic Control Order No. 1361 formalizing the requested closure.

**Free Food Distribution Permission.** Approve the application from the United Methodist Care Network for use of a portion of the southwest corner of the Comstock Parking Lot on September 17, 2016 from 8:00am – 12:00pm to conduct a free food distribution, waive the insurance requirement, and authorize Traffic Control Order No. 1362 formalizing the action.

**Change Order No. 1 – Sanitary Sewer Cleaning Contract.** Authorize Change Order No. 1 to the Sanitary Sewer Cleaning Contract with Safeway Transport, Inc. for additional heavy cleaning services in the amount of \$30,000.00, and further authorize payment to the contractor up to the contract amount, including Change Order No. 1, upon satisfactory completion of the work or a portion thereof as follows:

**RESOLUTION NO. 101-2016**

**AUTHORIZING CHANGE ORDER NO. 1 AND PAYMENT TO  
SAFEWAY TRANSPORT, INC. OF ROMULUS, MICHIGAN  
FOR ADDITIONAL SANITARY SEWER CLEANING SERVICES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received Grant funds from the Michigan Department of Environmental Quality to accomplish 10 Tasks in the development of an Asset Management Plan, of which Task No. 5 is for the cleaning and televising of sewer mains; and

WHEREAS, numerous sections of sewer main require cleaning to allow passage of closed circuit televising (CCTV) equipment in order to complete required video inspections as identified in detail spreadsheets provided by the CCTV contractor; and

WHEREAS, the City Utilities Director has reviewed the incomplete CCTV pipe segment spreadsheets and verified the necessity to clean said pipes, and has estimated additional services not to exceed \$30,000.00 are required to complete the Task No. 5 project, with final payment upon satisfactory completion of work verified.

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 amend the contract for the cleaning of 71,536 linear feet of sanitary sewer main, increasing the contract \$30,000.00 for additional cleaning services required to complete Task No. 5 as detailed above.

SECOND: The mayor and city clerk are instructed and authorized to execute Change Order No. 1 to the Sanitary Sewer Cleaning Services Contract with Safeway Transport, Inc.

THIRD: The accounts payable department is authorized to submit payment to Safeway Transport, Inc. in an amount not to exceed \$91,539.28 upon satisfactory completion of the work in accordance with their bid dated June 8, 2016.

FOURTH: The above expenses shall be paid from account no. 590-549-818.000 SAWGrantSwr.

**Contract Addendum No. 4 - OHM Professional Engineering Services.** Authorize Addendum No. 4 to the contract with Orchard, Hiltz & McCliment d/b/a OHM Advisors for Professional Engineering Services originally approved April 6, 2015, for hydrant flow testing to assist in the development of a water distribution model in an amount not to exceed \$2,400.00, and further authorize payment up to the contract amount, including Addendum Nos. 1-4, upon satisfactory receipt of deliverables as detailed:

**RESOLUTION NO. 102-2016**

**AUTHORIZING THE EXECUTION OF ADDENDUM NO. 4 TO  
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution 26-2015 on April 6, 2015; and

WHEREAS, the city and the utility director desire to expand the contract to include hydrant flow testing as part of the water reliability study and general plan as outlined in the attached Addendum No. 4.

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 expand the contract approved by Resolution 26-2015 on April 6, 2015 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include hydrant flow testing for development and calibration of the water distribution model, in accordance with the water reliability study and general plan, as required by the Michigan Department of Environmental Quality, increasing the overall contract in the amount of \$2,400.00.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Addendum No. 4 to an Agreement for Professional Engineering Services between the City of Owosso, Michigan and, Orchard, Hiltz & McCliment, Inc. originally authorized by Resolution No. 26-2015 on April 6, 2015.

THIRD: The accounts payable department is authorized to submit payment to OHM Advisors for professional services, up to and including Addendum No. 4, in an amount not to exceed \$38,950.00.

FOURTH: The above expenses shall be paid from the water fund account 591-553-818000.

**Contract Amendment No. 3 —WWTP Screening Equipment.** (This item was moved to Items of Business.)

**Professional Services Agreement – Financial & Accounting Services.** Authorize professional services agreement with Deeann M Biondi LLC for the provision of financial and accounting services as detailed below:

**RESOLUTION NO. 103-2016**

**AUTHORIZING EXECUTION OF A CONTRACT FOR SERVICES  
BETWEEN THE CITY OF OWOSSO, MICHIGAN AND DEEANN M BIONDI LLC  
FOR ACCOUNTING AND FINANCIAL SERVICES**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that accounting and financial services are necessary for the proper functioning of the city; and

WHEREAS, Deeann M Biondi LLC provides such services which are covered in the attached agreement.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Deeann M Biondi LLC for providing accounting and financial services.

SECOND: The mayor and the city clerk of the city of Owosso are instructed and authorized to sign the document substantially in the form attached.

**Professional Service Agreement – Painting Restoration.** (This item was moved to Items of Business.)

**Contract Authorization – WWTP Transformer Repair.** Authorize a contract in the form of a purchase order with Halligan Electric, Inc. for repair of the west side transformer at the WWTP in the amount of \$20,650.00 as detailed below:

**RESOLUTION NO. 104-2016**

**AUTHORIZING A CONTRACT WITH  
HALLIGAN ELECTRIC, INC.  
FOR REPAIRS TO THE WEST SIDE TRANSFORMER  
AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted funding in the Wastewater Treatment Plant Operating and Maintenance Fund for the maintenance and repair of site electrical infrastructure, and

WHEREAS, the existing west side transformer has experienced deteriorated components well into its service life and requires permanent repairs, and Halligan Electric, Inc., who previously provided temporary emergency repairs to the transformer busway, has provided a proposal for performing final and permanent repairs to the transformer in the amount \$20,650.00, and

WHEREAS, the City Utilities Director has reviewed the proposal for services, and agrees with the scope of services provided by Halligan Electrical, and recommends waiver of the purchasing policy competitive bidding requirements based on the firm's direct knowledge of the equipment and the nature of the exact problem at hand.

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 issue a purchase order for material and labor services with Halligan Electric, Inc. for busway repairs to the west side transformer located at the Wastewater Treatment Plant.

SECOND: The accounts payable department is authorized to submit payment to Halligan Electric, Inc. an amount not to exceed \$20,650.00 upon satisfactory completion of the work.

THIRD: The above expenses shall be paid from account no. 599-548-833.000.

**Preferred Service Provider Contract – No-Preference Towing Services.** Authorize a Preferred Service Provider Contract for no-preference towing services to Richard Maurer d/b/a Dick's Auto Service and Reeves Wheel Alignment, Inc., equally sharing the preferred wrecker service contract for the City for the period from July 1, 2016 through June 30, 2019 as follows:

**RESOLUTION NO. 105-2016**

**AUTHORIZING A PREFERRED PROVIDER CONTRACT  
FOR NO-PREFERENCE TOWING SERVICES  
TO RICHARD MAURER D/B/A DICK'S AUTO SERVICE AND REEVES WHEEL ALIGNMENT, INC.  
FOR THE PERIOD EXPIRING JUNE 30, 2019**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Public Safety Department that in



the normal course of business requires wrecker services; and

WHEREAS, Shiawassee County Central Dispatch notified all police agencies in Shiawassee County of the need to specify a towing service that will provide service in any situation in which no preferred service is requested by the vehicle owner(s) or officers involved; and

WHEREAS, the City of Owosso requested bids and it is hereby determined that Richard Maurer d/ba/ Dicks Auto Service and Reeves Wheel Alignment, Inc. are both qualified to provide such services and have submitted the responsible and responsive bids; and

WHEREAS, staff recommends awarding service calls on a rotating basis allowing equal opportunity for both companies to provide towing services.

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 award a Preferred Service Provider Contract for No-Preference Towing Services to Richard Maurer d/b/a Dick's Auto Service and Reeves Wheel Alignment, Inc. on an equally shared basis.

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 Richard Maurer d/b/a Dick's Auto Service and Reeves Wheel Alignment, Inc..

THIRD: Charges for said services will be directed to the owner(s) of any vehicle towed.

**Bid Award – 2016 Street Patches Program.** Authorize bid award to Eastern Asphalt Company Inc. as the sole bidder for the 2016 Street Patches Program in the amount of \$142,068.12 and further authorize payment up to the bid amount upon satisfactory completion of the work or a portion thereof as detailed:

#### **RESOLUTION NO. 106-2016**

#### **AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 2016 STREET PATCHES PROGRAM WITH EASTERN ASPHALT COMPANY, INC.**

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

WHEREAS, the city of Owosso sought bids to permanently patch said areas; a bid was received from Eastern Asphalt Company, Inc. and it is hereby determined that Eastern Asphalt Company, Inc. is qualified to provide such services and that it has submitted the only bid.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Eastern Asphalt Company, Inc. for pavement patching as part of the 2016 Street Patches Program.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Eastern Asphalt Company, Inc. in the amount of \$142,068.12.

THIRD: The accounts payable department is authorized to pay Eastern Asphalt Company, Inc. for work satisfactorily completed on the project up to the bid amount.

FOURTH: The above expenses shall be paid from account 591-552-833.300 and 591-552-833.200 Water Maintenance Fund.

**Warrant No. 527.** Authorize Warrant No. 527 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	2nd installment for FY 16/17	Various	\$20,062.00
Michigan Municipal League	Annual Membership	General	\$5,835.00
Orchard Hiltz & McCliment, Inc.	Engineering services payment for Cargill project	OBRA #8	\$3,087.00
Orchard Hiltz & McCliment, Inc	Water reliability study payment	Water	\$3,727.00
Michigan Municipal Risk Management Authority	1st installment for FY 16/17	General	\$134,818.50
Maurer Heating & Cooling	Air conditioning unit at WWTP	WWTP	\$5,268.00

**\*Check Register – August 2016.** Affirm check disbursements totaling \$1,216,033.68 for August 2016.

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

**ITEMS OF BUSINESS**

**Industrial Facilities Tax Exemption Certificate Application Recommendation –  
1007 S. Washington Street**

Motion by Mayor Pro-Tem Eveleth to recommend approval of the application for an Industrial Facilities Tax Exemption Certificate from Crowe Properties, LLC, to be obtained via the I-69 International Trade Corridor Next Michigan Development Corporation, and to maintain all entitlements to further notice or right of disapproval it has under Section 5.16 of the interlocal agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation as follows:

**RESOLUTION NO. 107-2016**

**BY THE OWOSSO CITY COUNCIL RECOMMENDING APPROVAL OF  
A NEW REAL PROPERTY TAX EXEMPTION APPLICATION  
P.A. 198 OF 1974, AS AMENDED  
FROM CROWE PROPERTIES, LLC**

WHEREAS, Crowe Properties, LLC, an eligible Next Michigan Development business, is filing an application for an Industrial Facilities Tax Exemption Certificate for new real property as regulated by P.A. 198 of 1974, as amended, through the I-69 International Trade Corridor Next Michigan Development Corporation; and

WHEREAS, the city of Owosso understands that Crowe Properties, LLC is ineligible to secure such through the city of Owosso and therefore is making application through the I-69 International Trade Corridor Next Michigan Development Corporation (NMDC); and

WHEREAS, to consider the application the I-69 International Trade Corridor Next Michigan Development Corporation requires a recommendation of approval from the governmental jurisdiction in which the project and tax exemption is located; and

WHEREAS, the city of Owosso has determined that it is advisable, necessary and in the public interest for Crowe Properties, LLC to obtain an Industrial Facilities Tax Exemption for the property at 1007 S. Washington Street in Owosso; and

WHEREAS, the request is for an abatement on a 48 foot by 100 foot pole barn with an estimated value of \$50,000 which would result in an abatement of approximately \$700.00 in taxes per year; and

WHEREAS, under the city policy for tax abatements the term of the abatement would be limited to six years.

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

FIRST: The application of Crowe Properties, LLC, an eligible Next Michigan Development business, for an Industrial Facilities Tax Exemption Certificate for new real property as regulated by P.A. 198 of 1974, as amended, through the I-69 International Trade Corridor Next Michigan Development Corporation be supported provided the abatement be limited to (six) years.

SECOND: The city of Owosso hereby does not waive any further notice or right of disapproval it has under Section 5.16 of the interlocal agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation.

THIRD: The city of Owosso supports the creation of an Industrial Development District for Crowe Properties, LLC at 1007 S. Washington Street.

Motion supported by Councilperson Fox.

Roll Call Vote.

AYES: Councilpersons Fox, Teich, Mayor Pro-Tem Eveleth, Councilpersons Greenway, O'Leary, and Mayor Frederick.

NAYS: Councilperson Bailey.

**Special Assessment District No. 2017-01      Oliver Street from Washington Street to Oak Street**

Motion by Mayor Pro-Tem Eveleth to authorize Resolution No. 1 for proposed Special Assessment District No. 2017-01 for Oliver Street from Washington Street to Oak Street (Phase 1) for street reconstruction as detailed:

**RESOLUTION NO. 108-2016**

**Special Assessment District No. 2017-01      Oliver Street from Washington Street to Oak Street**

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Oliver Street from Washington Street to Oak Street  
for Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS:

**Special Assessment District No. 2017-02 Oliver Street from Oak Street to Gould Street**

Motion by Mayor Pro-Tem Eveleth to authorize Resolution No. 1 for proposed Special Assessment District No. 2017-02 for Oliver Street from Oak Street to Gould Street (Phase 2) for street reconstruction as follows:

**RESOLUTION NO. 109-2016**

**Special Assessment District No. 2017-02 Oliver Street from Oak Street to Gould Street**

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Oliver Street from Oak Street to Gould Street  
for Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.

Motion supported by Councilperson Greenway.

Roll Call Vote.

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

NAYS: None.

**Contract Amendment No. 3 —WWTP Screening Equipment**

Councilperson Fox sought clarification as to whether the City would receive any credit from the payments required by this amendment toward the purchase of new screening equipment. It was noted that the City would not receive credit from payments made as a part of Amendment No. 3 because the bids for the new equipment had already been let and received. It was further noted the City would receive credit toward the purchase of new equipment for payments made as a part of the original contract and Amendment Nos. 1 & 2.

Motion by Councilperson Fox to authorize Amendment No. 3 to the lease agreement with Duperon Leasing & Sales, Inc. for the lease of the screening equipment at the Waste Water Treatment Plant extending the contract on a month to month basis, not to exceed 9 additional months (ending June 30, 2016), in the amount of \$1,815.00 per month as follows:

**RESOLUTION NO. 110-2016**

**AUTHORIZING AMENDMENT NO. 3 TO AN EXISTING  
LEASE AGREEMENT WITH  
DUPERON LEASING AND SALES, LLC  
FOR SCREENING EQUIPMENT FOR THE WASTEWATER PLANT  
AT \$1,815 PER MONTH FOR UP TO 6 MONTHS**

WHEREAS, the City and Duperon Corporation entered a lease agreement dated September 10, 2013 for full scale demonstration of wastewater screening equipment, initially for 12 months and extended 12 months through September 30, 2015, and extended the lease agreement again through September 30, 2016, and

WHEREAS, Duperon Corporation has subsequently assigned the lease to Duperon Leasing and Sales, LLC, and

WHEREAS, both parties agree to an extension of the equipment lease on a month to month basis for up to an additional 6 months at a monthly rate of \$1,815 beginning October 1, 2016,

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 extend the lease for wastewater screening equipment from Duperon Leasing and Sales, LLC at \$1,815 per month for up to an additional 9 month lease term, plus a deposit in the amount of \$1,815.00.

SECOND: The Mayor and City Clerk are hereby authorized to sign the attached document, Amendment No. 3 to Equipment Lease Agreement, between the City of Owosso and Duperon Leasing and Sales, LLC, extending the existing lease agreement for a third time, with all terms of the original contract unchanged, save the monthly rate and lease term.

THIRD: The accounts payable department is authorized to submit the initial and subsequent monthly payments to Duperon Leasing and Sales, LLC pursuant to the agreement up to \$18,150.00.

FOURTH: The above expenses shall be paid from the Wastewater Plant Fund.

Motion supported by Mayor Pro-Tem Eveleth.

Roll Call Vote.

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

NAYS: None.

**Professional Service Agreement – Painting Restoration**

City Manager Crawford indicated there was an insurance matter that remained unresolved and any authorization should include a contingency regarding the matter.

Motion by Mayor Pro-Tem Eveleth to authorize a contract with Lis Art Conservation & Restoration Services, LLC for the restoration of 14 paintings owned by the City, services to include cleaning, varnishing, crack filling and reframing, in the amount of \$34,500.00, contingent on the approval of language regarding insurance coverages for said paintings by the City Attorney, and further authorize payment to the contractor upon satisfactory completion of the work or portion thereof as follows:

**RESOLUTION NO. 111-2016**

**AUTHORIZING EXECUTION OF A CONTRACT FOR SERVICES  
BETWEEN THE CITY OF OWOSSO, MICHIGAN  
AND LIS ART CONSERVATION & RESTORATION SERVICES, LLC**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, is owner of 14 works of art that are in need of restoration to preserve their value; and

WHEREAS, the city of Owosso has determined that restoration services are necessary for the preservation of these artworks; and

WHEREAS, the Lis Art Conservation & Restorations Services, LLC provides such services which are covered in the attached agreement.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Lis Art Conservation & Restoration Services, LLC for restoring the 14 pieces of artwork, contingent upon the approval of language regarding insurance coverages for said paintings by the City Attorney.

SECOND: The mayor and the city clerk of the city of Owosso are instructed and authorized to sign the document substantially in the form attached.

THIRD: The accounts payable department is authorized to pay Lis Art Conservation & Restorations Services, LLC up to \$34,500.00 upon presentation of a purchase order from the city manager for each individual painting.

Motion supported by Councilperson Greenway.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons Bailey, O'Leary, Greenway, Teich, and Mayor Frederick.

NAYS: Councilperson Fox.

### **Development of Educational Plan for Street Bond**

City Manager Crawford indicated that Councilperson Fox had agreed to spearhead an effort to inform voters about the street bond proposal and he would like to see each Council member recruit 6-10 individuals to learn about the proposal then spread the word on why voters should approve it.

Councilperson Fox expressed his concern with the timing of the City's distribution of information with the distribution of absentee ballots saying the group needed to get moving. He has already done some leg-work recruiting people to spread the word, scheduling a meeting with the landlords' association, and calculating the estimated tax increase for homes with various values. He said the proposed increase is very manageable and could actually be less than the cost of car repairs caused by bad roads.

Mayor Frederick asked each Council member to examine the information in the packet and think about the ways they want to be involved to get the word out.

### **COMMUNICATIONS**

SATA Board of Directors. Minutes of July 12, 2016.

Planning Commission. Minutes of July 25, 2016.

Parks & Recreation Commission. Minutes of July 26, 2016.

Planning Commission. Minutes of August 8, 2016.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, 2910 W M-21, sought clarification on the nature of the tax abatement for the Sheridan Auction property. He also commented on the street bond proposal saying he thinks it will be difficult to persuade people to vote for it. Mayor Frederick directed Mr. Manke to Brent Jones of the SEDP for answers to his questions regarding the tax abatement for the Sheridan Auction property.

Norm Campbell, owner of the private property within Collamer Park, said he had no problems with the activities of the park but asked that those involved with the installation of the new disc golf course respect his property lines.

### **Special Meeting Date/Time**

Motion by Councilperson Fox to call a special meeting for Tuesday, September 13, 2016 immediately following the Brownfield Authority meeting (starting at 7:30am) to consider rescinding the current Brownfield Plan for District #8 Sugar Beet/Tuscarora, Inc. and approving the proposed new plan.

Motion supported by Councilperson O'Leary.

Roll Call Vote.

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

NAYS: None.

**NEXT MEETING**

Tuesday, September 13, 2016, 7:30am - Special  
Monday, September 19, 2016, 7:30pm - Regular

**BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – term expires June 30, 2019  
Building Board of Appeals – Alternate - term expires June 30, 2018

**ADJOURNMENT**

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:39 p.m.

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

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk

\*Due to their length, text of marked items is not included in the minutes. Full text of these documents is on file in the Clerk's Office.



**CITY OF OWOSSO  
SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 13, 2016  
7:30 A.M.**

MAYOR BENJAMIN FREDERICK CALLED THE MEETING TO ORDER AT 7:44 A.M.

**PRESIDING OFFICER:** MAYOR BENJAMIN R. FREDERICK

**PLEDGE OF ALLEGIANCE:** MAYOR BENJAMIN R. FREDERICK

**ROLL CALL:** Was taken by Recording Secretary, Bridget Cannon.

**PRESENT:** Mayor Benjamin R. Frederick, Councilpersons Burton D. Fox, Elaine M. Greenway, and Michael J. O'Leary.

**ABSENT:** Mayor Pro-Tem Christopher T. Eveleth, Councilpersons Loreen F. Bailey, and Robert J. Teich, Jr.

**CITIZEN COMMENTS**

There were no citizen comments.

**ITEMS OF BUSINESS**

**Resolution Terminating Brownfield District #8**

it was moved by Councilperson Fox and supported by Councilperson O'Leary to terminate the Brownfield Redevelopment Plan for District #8 as follows:

**RESOLUTION NO. 112-2016**

**RESOLUTION TERMINATING  
BROWNFIELD REDEVELOPMENT PLAN DISTRICT #8 SUGAR BEET/TUSCARORA**

WHEREAS ON November 4, 2002, the Owosso City Council established a Sugar Beet, Tuscarora, Inc. 381 Brownfield Plan,

WHEREAS the Owosso City Council has determined that other than site preparation and engineering, the eligible activities that were identified in the plan and any amendments failed to occur for at least five (5) years; and

WHEREAS the Owosso City Council has determined that no bonds were issued under the plan and all other obligations to which the tax increments were pledged have been paid.

NOW, THEREFORE, BE IT RESOLVED THAT:

FIRST: The Owosso City Council hereby certifies that other than site preparation and engineering, the activities identified in the Sugar Beet/Tuscarora Inc. 381 Brownfield Plan did not occur for over five (5) years because there was no purchaser for the real property and therefore the site was not redeveloped other than site preparation and engineering.

SECOND: A full financial reconciliation including tax capture and reimbursement from February 7, 2001 to July 5, 2016 is attached hereto.

THIRD: The Sugar Beet/Tuscarora 381 Brownfield Plan is hereby terminated pursuant to MCL 125.2666(8)(b).

FOURTH: The Owosso City Council hereby finds that proper notice was given to the taxing jurisdictions.

<b>BROWNFIELD DISTRICT #8 FINANCIAL RECONCILIATION</b>				
<b>Date</b>	<b>Ck#</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
2/7/2001	84054	Owosso Township	19.89	Taxes
2/12/2001	84081	City of Owosso	5,942.38	Taxes when property first purchased (1509 W Oliver:050-537-000-048)
12/31/2001	JE	Plante & Moran	200.00	Audit costs
6/19/2003	92116	Bartow & King	2,387.80	Pre engineering
10/17/2003	93542		390.00	Pre engineering
1/31/2004	JE	Plante & Moran	150.00	Audit costs
6/27/2004	96246	Bartow & King	3,437.62	Pre engineering
2/28/2005	JE	Plante & Moran	220.00	Audit costs
11/11/2005	100462	Landmark Surveying	400.00	Easements
6/23/2006	102486	Charles Walker	1,800.00	SCA-driveway
2/19/2007	104593	Environmental Consulting	1,193.50	Environmental cleanup
3/16/2007	104780	Environmental Consulting	4,675.89	Environmental cleanup
4/27/2007	105118	Environmental Consulting	2,440.00	Environmental cleanup
12/31/2007	JE	Plante & Moran	1,265.00	Audit costs
6/12/2015	125178	Landmark Surveying	400.00	Drawing
7/13/2016	126906	Argus Press	70.00	Advertisement-amending brownfield plan
7/13/2016	1424	Orchard Hiltz & Mccliment	13,850.00	Road design
7/13/2016	1424	Orchard Hiltz & Mccliment	7,499.00	Watermain design
<b>TOTAL EXPENDITURES</b>			<b>46,341.08</b>	Paid in advance by the City of Owosso

<b>TAX CAPTURES</b>	
2/27/2004	650.31
3/13/2006	3,668.58
3/9/2007	4,612.16
3/25/2015	6,969.50
3/22/2016	8,323.38

**TOTAL CAPTURE** **24,223.93** Reimbursed back to the City of Owosso for eligible activities incurred above

Roll Call Vote.

AYES: Councilpersons Fox, O'Leary, Greenway, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Eveleth, Councilpersons Teich and Bailey.

**Resolution Approving Brownfield District #17**

It was moved by Councilperson Greenway and supported by Councilperson Fox to approve Brownfield Redevelopment Plan, District #17 Cargill – Sonoco Roadway Project as follows:

**RESOLUTION NO. 113-2016**

**APPROVING A BROWNFIELD PLAN  
"DISTRICT #17, CARGILL-SONOCO ROADWAY PROJECT"  
FOR THE CITY OF OWOSSO PURUSANT TO AND IN ACCORDANCE  
WITH THE PROVISIONS OF ACT 381 OF THE  
PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

WHEREAS, the Brownfield Redevelopment Authority (the "Authority") of the City of Owosso, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared and recommended for approval by the City of Owosso Council, a Brownfield Plan entitled "District #17, Cargill-Sonoco Roadway Project" (the "Plan"), pursuant to and in accordance with Section 13 of the Act, to be carried out within the Brownfield Redevelopment Zone (the "Zone"), said zone being the entire City and with said District #17 described as:

**SITE 1:  
050-537-000-048-00 -1509 W. Oliver Street**

*Part of Southwest 1/4 & part of Southeast fractional 1/4 of Section 14, T7N-R2E, beginning at center post, thence S1°32'12"W, 33', thence East 418.73', thence S42°07' E, 1066.59', thence N48°30'E, 34.45', thence S43°23' E, 177.7', thence S46°45'E, 180', thence S47°52'47"W, 52.92', thence S47°07'00"E, 146.16', thence on a curve to the left having a radius of 245', a delta angle of 38°22'13" and a chord bearing and distance of S61°18'07"E, 161.02', thence on a curve to the left having a radius of 245', a delta angle of 09°29'47" and a chord bearing distance of S85°4'07"E, 40.56', thence S89°59'00"E, 154.05', thence on a curve to the right having a radius of 305.00, a delta angle of 36°33'20" and a chord bearing and distance of S71°42'20"E, 191.31' to the East and West 1/8 line in the Southeast 1/4 of said Section 14, thence N89°59'W along 1/8 line 1025.59' to Northeast line of AARR R/W, thence N40°33'W along said r/w line to North-South 1/4 line, thence North to point of beginning, City of Owosso, Shiawassee County, Michigan.*

*(except road Right-of-Way described as: A Right-of-Way in the Southeast 1/4 of Section 14, T.7 N.-R. 2 E., City of Owosso, Shiawassee County, Michigan described as follows: To fix the point of beginning commence at the Southeast corner of said Section 14; thence N.00°-23'-20"E., on the East line of said Section, 682.01 feet to the Southwesterly Railroad Right-of-Way line; thence N.43°-30'-39"W., on said Southwesterly Railroad Right-of-Way line, 886.36 feet to the South 1/8 line of said Section; thence S.88°-38'-37"W., on said South 1/8 line, 7.99 feet to the point of beginning; thence continuing S.88°-38'-37"W., on said South 1/8 line, 606.99 feet; thence N.01°-21'-23"W., 46.00 feet to a point on a 78.00 feet radius curve to the right, having a chord bearing of N.20°-03'-58"E, 56.98 feet; thence along the arc of said curve 58.33 feet; thence N.41°-29'-19"E, 77.09 feet; thence S.48°-30'-43"E., 22.24 feet to a point on a 245.00 feet radius curve to the left. having a chord bearing of S.6°-26'-42"E., 198.77 feet; thence along the arc of said curve 204.68 feet; thence N.88°-37'-19"E., 154.05 feet to a point on a 305.00 radius curve to the right, having a chord bearing of S.73°-06'-01"E., 191.31 feet; thence along the arc of said curve 194.59 feet to a point on said South 1/8 line and the point of beginning, containing 0.98 acres of land.)  
(also except easement for power lines consumers power company).*

**SITE 2:  
050-537-000-036-00 - 121 N. Chipman Street**

*Part of Section 14, T7N-R2E, city of Owosso; county of Shiawassee, state of Michigan, commencing 284' North & 33' West of Southeast corner of Section 14, thence West 686.85' to East line of AARR R/W, thence Northwesterly along said Section line 1350.93', thence East 1024.98' to MCRR R/W, thence Southeasterly along said R/W line to West line of Chipman Street, a point that is 33' West of East line of Section 14, thence South along west line of Chipman Street to point of beginning, City of Owosso, Shiawassee County, Michigan.*

*(Except road right-of-way described as: A Right-of-Way in the Southeast 1/4 of Section 14, T.7 N.-R.2 E., City of Owosso, Shiawassee County, Michigan described as follows: To fix the point of beginning commence at the Southeast corner of said Section 14; thence N.00°-23'-20"E, on the East line of said Section, 682.01 feet; thence N.43°-30'-39"W. 47.58 feet to the intersection of the Westerly Right-of-Way line of N. Chipman Street and the Southwesterly Railroad Right-of-Way line, also being the point of beginning; thence S.00°-23'-20"W. on said Westerly Right-of-Way line, 95.18 feet; thence N.43°-30'-39"W, 618.55 feet to a point on 767.00 feet radius curve to the left, having a chord bearing of N.6°-26'-40"W., 622.31 feet; thence along the arc of said curve 640.79 feet; thence S.88°-37'-19"W., 50.56 feet to a point on a 42.00 feet radius curve to the left, having a chord bearing of S.5°-27'-38"W., 13.68 feet; thence along the arc of said curve 13.74 feet to a point on a 78.00 feet radius curve to the right, having a chord bearing of N.84°-42'-16"W., 114.48 feet; thence along the arc of said curve 128.54 feet a point on the South 118 line of said Section; thence N.88°-38'-37"E., on said South 1/8 line, 599.97 feet: thence S.43°-30'-39"E, 838.78 feet to the point of beginning, containing 1.84 acres of land.)*

**CITY ROAD RIGHT OF WAY  
Complete Description per Survey**

*Beginning at the Southeast ¼ of Section 14, T. 7 N.-R.2 E., City of Owosso, Shiawassee County, Michigan described as follows: To fix the point of beginning commence at the Southeast corner of said Section 14; thence N.00°-23'-20"E., on the East line of said Section, 682.01 feet; thence N.43°-30'-39"W., 47.58 feet to the intersection of the Westerly Right-of-Way line of N. Chipman Street and the Southwesterly Railroad Right-of-Way line, also being the point of beginning; thence S.00°-23'-20"W, on said Westerly Right-of-Way line, 95.18 feet; thence N.43°-30'-39"W, 618.55 feet to a point on 767.00 feet radius curve to the left, having a chord bearing of N.67°-26'-40"W, 622.31 feet; thence along the arc of said curve 640.79 feet; thence S.88°-37'-19"W., 50.56 feet to a point on a 42.00 feet radius curve to the left, having a chord bearing of S.57°-27'-38"W., 13.68 feet; thence along the arc of said curve 13.74 feet to a point on a 78.00 feet radius curve to the right, having a chord bearing of N.84°-42'-16"W, 114.48 feet; thence along the arc of said curve 128.54 feet a point on the South 1/8 line of said Section; thence S.88°-38'-37"W. on said South 1/8 line, 15.01 feet; thence N.01°-21'-23"W, 46.00 feet to a point on a 78.00 feet radius curve to the right, having a chord bearing of N.20°-03'-58"E., 56.98 feet; thence along the arc of said curve 58.33 feet; thence N.41°-29'-19 "E.77.09 feet; thence S.48°-30'-43"E., 22.24 feet to a point on a 245.00 feet radius curve to the left, having a chord bearing of S.67°-26'-42"E., 198.77 feet; thence along the arc said curve 204.68 feet; thence N.88°-37'-19"E., 154.05 feet to a point on a 305.00 radius curve to the right, having a chord bearing of S.73°-06'-01 "E., 191.31 feet; thence along the arc of said curve 194.59 feet to a point on said South 1/8 line; thence N.88°-38'-37"E, on said South 1/8 line, 7.99 feet to said Southwesterly Railroad Right-of-Way line; thence S.43°-30'-39"E., on said Southwesterly Railroad Right-of-Way line, 838.78 feet to the point of beginning, containing 2.82 acres of land, City of Owosso, Shiawassee County, Michigan.*

And,

WHEREAS, the Owosso Brownfield Authority held a public hearing for District #17 on September 13, 2016 at its regular meeting to provided notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the "Taxing Jurisdictions") about the fiscal and economic implications of the proposed Financing Plan, and the Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13 (10) and 14 (1) of the Act; and

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

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan is feasible and the Authority has the ability to arrange the financing;

- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
- E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

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

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 the Brownfield Plan for District #17 "Cargill-Sonoco Roadway Project." Pursuant to the authority vested in the Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in the form considered by the Council on September 13, 2016, and maintained on file in the office of the City Clerk.
- SECOND: Severability. Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
- THIRD: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Brownfield Plan between the City of Owosso, Michigan and Chamber Support Group.

Roll Call Vote.

AYES: Councilpersons O'Leary, Fox, Greenway, and Mayor Frederick.

NAYS: None.

ABSENT: Mayor Pro-Tem Eveleth, Councilpersons Teich and Bailey.

**ADJOURNMENT:**

Motion by Councilperson O'Leary for adjournment at 7:47 a.m.

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

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Benjamin R. Frederick, Mayor

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Bridget Cannon, Recording Secretary



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# ***MEMORANDUM***

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DATE: September 7, 2016

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

FROM: Larry Cook, Assessor

RE: Industrial Facilities Tax Exemption – Owosso REI, Group, LLC - 300 W. Main St.

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As a follow up to previous memos relating to the project at 300 W. Main by Owosso REI Group, LLC, the city council is required to hold a public hearing for an Industrial Facilities Tax Certificate (IFT) application received on July 21, 2016. The IFT application indicates an investment in Real Property of \$274,032 and Personal Property valued at \$289,750 for a total investment for the brewery section of the project at 563,782. An Industrial Facilities Tax Exemption Certificate, Act 198 of 1974, is a tax abatement which reduces the tax burden by 50%. This part of the IFT is for the personal property only.

An IFT Rehabilitation freezes the current value of real property, not including land, for the period approved by council. The current value of the section of the building to be rehabbed is \$3,388. This is only the area occupied by the brewery.

These exemptions can be granted for up to 12 years. Since this IFT falls within the scope of the entire \$6 million dollar project, it is staff's recommendation to also grant this exemption for 12 years as was previously approved by council for the OPRA.

Attached is the resolution approving the above mentioned Industrial Facilities Tax Exemption Certificate. The city clerk has notified the taxing jurisdictions of this application as required under the city's abatement policy and will forward any responses to you. The taxing jurisdictions will also be given notice of the date of this hearing as required under the act.

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

**RESOLUTION APPROVING AN IFE APPLICATION**  
**Owosso REI Group, LLC**  
**300 W. Main Street**  
**City of Owosso, Michigan**

Minutes of a regular meeting of the City Council of the City of Owosso, held on September 19, 2016 at City Hall, 301 W. Main Street, Owosso, MI, 48867, at 7:30 p.m.

PRESENT:  
ABSENT:

The following resolution was offered by:  
and supported by:

**Resolution Approving Application of Owosso REI Group, LLC for Industrial Facilities Exemption Certificate for Real Property and New Personal Property**

**WHEREAS**, pursuant to PA 198 of 1974, as amended, after a duly noticed public hearing held on September 6, 2016, this City Council, by resolution established a Plant Rehabilitation District for property occupied by 300 W. Main Street; and

**WHEREAS**, Owosso REI Group, LLC filed an application for an Industrial Facilities Exemption Certificates with respect to Real Property and New Personal Property within the Plant Rehabilitation District; and

**WHEREAS**, before acting on said application, the City of Owosso held a hearing on September 19, 2016, in City Hall, at 301 W. Main Street, Owosso, MI, 48867, at 7:30 p.m. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

**WHEREAS**, the Rehabilitation of Real Property and acquisition of the New Personal Property had not begun earlier than six (6) months before July 21, 2016, the date application received for the Industrial Facilities Exemption Certificates; and

**WHEREAS**, Rehabilitation of Real Property and acquisition of the New Personal Property is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Owosso; and

**WHEREAS**, the aggregate SEV of property exempt from ad valorem taxes within the City of Owosso, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of property thus exempted.

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

- 1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificates considered together with the aggregate amount of certificates previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Owosso, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Owosso.**

**2. The application from Owosso REI Group, LLC for Industrial Facilities Exemption Certificates, with respect to Real Property and New Personal Property on the following described parcel of real property situated within the Industrial Development District, to wit:**

**PART OF ORIGINAL PLAT DESCRIBED AS; SOUTH 1/2 BLOCK 24 & SOUTH 10' OF NORTH 1/2 BLOCK 24, ALSO ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER AND SAID DESCRIPTION; and**

**be and the same is hereby approved.**

**3. The Industrial Facilities Exemption Certificates for New Personal Property, when issued, shall be and remain in force for a period of \_\_\_\_ years.**

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of City of Owosso, County of Shiawassee, Michigan, at a regular meeting held on September 19, 2016.

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Clerk's Signature



**INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES (“IFEC”)  
LETTER OF AGREEMENT**

This agreement between **Owosso REI Group, LLC** and **City of Owosso** is for the purpose of fulfilling the requirements of P.A. 198, as amended, in P.A. 224, Section 22. In consideration of approval of these exemption certificates, **Owosso REI Group, LLC** understands that through its investment of \$274,032 real property and \$289,750 personal property and the **City of Owosso**, by its investment of the IFEC’s, are mutually investing in and benefiting from this economic development project, and, furthermore, agree to the following:

1. The company shall supply to the City of Owosso-within 60 days of its first year of IFEC eligibility-information regarding the processes taking place on the premises and of any metals, gas or liquids used in that processes or stored on the premises. In addition any changes in those processes, use of materials or storage shall be reported to the City as they occur for the entire term of the certificate.
2. The Company understands that at the end of the term of this agreement, the real and personal property within the application will return to the tax rolls under the full millage assessment applied by the taxing jurisdictions. This provision is to make clear that the inducement to provide tax forgiveness on the real and personal property is a limited privilege in return for new jobs and new investment in the Owosso area, and that the plan of this agreement is to return this tax abated property into full participation in the support of community services, infrastructure, and public education.
3. The Company agrees to submit to the City Assessor reports, personal property tax statements, and employment information in accordance with the provisions of the Addendum attached to this Agreement.

We swear and affirm by our signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

This agreement is assignable and transferable by either party with advance written consent. The agreement may only be altered upon mutual consent of both parties.

\_\_\_\_\_  
Owosso REI Group, LLC (Company”)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Benjamin R. Frederick, Mayor  
City of Owosso

\_\_\_\_\_  
Date

## IFT AGREEMENT ADDENDUM

### RESPONSIBILITIES OF THE COMPANY AFTER ISSUANCE OF AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE (IFEC)

1. *Report significant changes in the project to the local governing unit and the State Tax Commission as follows:*
  - a. Abandonment of Project: When a project for which an IFEC has been issued is abandoned, the company shall notify the local governing unit within 30 days of such abandonment. The local governing unit shall notify the State Tax Commission, in writing, within 10 days of receipt of the notification of such abandonment.
  - b. Delay of Project: When there is no construction progress for 180 days, the company shall notify the local governing unit within 210 days from the cessation of construction activity. The local governing unit shall notify the State Tax Commission, in writing, within 10 days of receipt of the notification of such delay.
  - c. Extension of Time: A request for an extension of time for completion of a project shall be filed with the local governing unit. The local governing unit must approve the extension by resolution. The company must then forward the extension request to the State Tax Commission with a copy of the local resolution of approval enclosed.
  - d. Change in Project Cost: If the final cost of a project exceeds the amount estimated in the application by more than 10%, the company shall request that the local governing unit approve the revised cost. The local governing unit must approve the revised cost by resolution. The company must then forward the request to exceed estimated cost to the State Tax Commission with a copy of the local resolution of approval enclosed.
2. *Report date of completion of the project to the local governing unit and the State Tax Commission within 30 days of completion.*
3. *Report final cost of project to local governing unit and the State Tax Commission within 90 days of completion.*
4. *Yearly property tax statements for the Industrial Facilities Tax must be submitted separately to the local assessor. The Industrial Facilities Tax must be paid on time and cannot become delinquent.*
5. *Certification for leased projects will be issued for the term of the real estate lease. Upon renewal of the lease, the company must notify the State Tax Commission in order for the State Tax Commission to extend the term of the certificate to the maximum number of years approved by the local governing unit.*
6. *If the company is sold, the new owner may qualify for a transfer of any existing IFEC. The new owner may notify the City of Owosso, or the State Tax Commission, to ascertain qualification for such a transfer. To obtain approval for the transfer, the new owner must submit a new IFEC application to the local governing unit as soon as possible.*
7. *Reports to the local governing unit must be made by the company according to the following schedule:*
  - a. Immediately following the second year after the issuance date of the IFEC, and no later than the following January 10<sup>th</sup> of that second year, a report shall be submitted stating the following:

- 1) Number of new jobs stated as expected in the IFEC application.
  - 2) If IFEC was granted on basis of job retention, number of employees stated in the application, and current number of employees.
  - 3) If job creation or retention is not reached or maintained as given in the application, give explanation.
  - 4) Give project cost as estimated in the application and the actual cost.
  - 5) If actual project cost differs more than 10% from estimated cost, give explanation.
- b. Immediately following the sixth year after the issuance date of the IFEC, and no later than the following January 10<sup>th</sup>, a report shall be submitted stating the number of jobs expected as stated in the application and current number of employees. If employment has not been maintained at the expected level as stated in the IFEC application, give explanation.
- c. Immediately following the completion of the term of the IFEC, the Company shall submit a final status report no later than the January 10<sup>th</sup> following that date. The report shall contain the expected number of employees stated in the original application; an explanation if the expected level of employment was not reached or maintained; and a brief statement of the current status of the Company, describing growth, if any, of the Company since issuance of the IFEC. If growth has not been experienced, provide explanation.

The City of Owosso will be happy to assist you with the foregoing requirements. The addresses of our department and the State Tax Commission are listed below:

Mr. Larry Cook, City Assessor  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867

Exemption Program/Dept. of Treasury  
State Tax Commission  
4<sup>th</sup> Floor, Treasury Building  
Lansing, Michigan

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit 08/10/14
STC Use Only	
Application Number	Date Received by STC

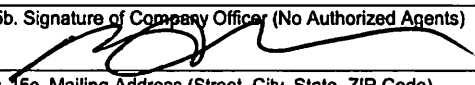
**APPLICANT INFORMATION**  
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Owosso REI Group, LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) Brewery	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 300 West Main Street, Owosso, MI 48867		1d. City/Township/Village (indicate which) City of Owosso	1e. County Shiawassee
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input checked="" type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Owosso	3b. School Code 78110
4. Amount of years requested for exemption (1-12 Years) 12			
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.  See Attachment			
6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		▶ \$274,032 Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total		▶ \$289,750 Personal Property Costs	
6c. Total Project Costs ..... * Round Costs to Nearest Dollar		▶ 563,782 Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
Real Property Improvements    ▶ <u>December 2016</u> <u>February 2018</u>		▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	
Personal Property Improvements ▶ <u>August 2017</u> <u>February 2018</u>		▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
9. No. of existing jobs at this facility that will be retained as a result of this project. 0		10. No. of new jobs at this facility expected to create within 2 years of completion. 25	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land) .....		3,688	
b. TV of Personal Property (excluding inventory) .....		0	
c. Total TV .....		3,688	
12a. Check the type of District the facility is located in: <input type="checkbox"/> Industrial Development District <input checked="" type="checkbox"/> Plant Rehabilitation District			
12b. Date district was established by local government unit (contact local unit)		12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Randy Woodworth</b>	13b. Telephone Number <b>989-723-3711</b>	13c. Fax Number <b>989-936-5920</b>	13d. E-mail Address <b>randywoodworth@gmail.co</b>
14a. Name of Contact Person <b>Randy Woodworth</b>	14b. Telephone Number <b>989-723-3711</b>	14c. Fax Number <b>989-936-5920</b>	14d. E-mail Address <b>randywoodworth@gmail.co</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Randy Woodworth</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>989-936-5920</b>	15d. Date <b>7/20/2015</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>120 W. Exchange St. Suite 203 Owosso, MI 48867</b>		15f. Telephone Number <b>989-723-3711</b>	15g. E-mail Address <b>randywoodworth@gmail.co</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees-(Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury  
State Tax Commission  
PO Box 30471  
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

<b>STC USE ONLY</b>				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

# IFT Project Summary, Budget and Installation Timeline Attachment

Owosso REI Group, LLC

300 West Main Street

Owosso, Michigan

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#5

The facility makes up approximately 1,628 square of a larger (37,262) redevelopment in downtown Owosso. The rest of the project is commercial in nature and is pursuing and OPRA. The Brewery will be contained in the "Center" building, which is a two story building constructed in 1899. These buildings were originally constructed and operated as a brewery for the Mueller Brothers Brewing Company. Historical use of the existing buildings included a mix of manufacturing, retail and predominately professional offices in the most recent past between 1960 and 1999. By 2000, nearly half of the office spaces were vacant. The buildings have been vacant since 2015. The future use will be the brewing facility of Owosso Brewing Company. Rehabilitation activities will include: Lead and asbestos abatement, Extensive interior demolition, All new building equipment, including heating, ventilation, lighting, mechanical, and fixtures, improved roof structure, structural wall and floor replacement, etc. Physical upgrades to the building exterior, and Site improvements including utility relocation, new and improved entrance, installation of all required equipment for brewery operation. The costs provided only reflect the costs associated with the brewery. The brewery is part of a larger 7 million dollar renovation that will improve the rest of the property for commercial operation. A visual of where the brewery is in relation to the larger project is provided.

## Real Property Improvements

Line Item	Total
Public Infrastructure	7,976
Site Improvements	661
Demolition	9,632
Earth Work and Excavation	3,916
Building Concrete/Masonry	33,173
Carpentry	13,802
Roofing/Metal/Siding/Insulation/Caulking	19,744
Doors/Windows/Glass	26,227
Drywall/Acoustical	13,736
Flooring	4,877
Cabinets/Countertops/Appliances	9,541
Painting/Decorating	11,500
Plumbing/Electrical/Fire Protection	38,581
HVAC	27,792
Builder Overhead/Profit/General Requirements	41,761
Contingency	11,113
<b>Total Project Cost</b>	<b>\$274,032</b>

**Personal Property Improvements**

Item	Number	Total Cost	Date to begin Installation	
Brew System	1	\$220,000	August 1, 2016	
Grain Storage	1	\$2,000	August 1, 2016	
Grist Mill	1	\$6,500	August 1, 2016	
Hop/Yeast Storage	1	\$4,500	August 1, 2016	
Oak Barrels	10	\$2,850	August 1, 2016	
Washer/Racker	1	\$16,500	August 1, 2016	
Water Filtration	1	\$8,000	August 1, 2016	
1/2 Barrels	60	\$9,900	August 1, 2016	
Shipping	1	\$7,500	August 1, 2016	
Brew MEP	1	\$12,000	August 1, 2016	
<b>Total PP</b>				<b>\$289,750</b>



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

The Assessor's Letter of  
Obsolescence will be  
distributed Monday at the  
meeting.

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# MEMORANDUM

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DATE: September 7, 2016

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

FROM: Larry Cook, Assessor

RE: Obsolete Property Rehabilitation District – 344 W. Main Street

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Per previous memo of August 5<sup>th</sup>, the city clerk received applications for a Tax Abatement under city policy and an Obsolete Property Rehabilitation Act (OPRA) exemption, from DRHP, LLC, owners of 344 W. Main Street. The project proposes to completely renovate the building with 11 new apartments and 8600 square feet of commercial space. The OPRA District was established after approval of council on September 6<sup>th</sup>.

After review by city staff, and based on the City's Tax Abatement Policy, it is recommended the applicant be granted the statutory limit of 12 years for the exemption. Attached is the Abatement Schedule supporting said recommendation.

Also attached is the resolution for approval of the OPRA Certificate. The city clerk has notified the taxing jurisdictions of this application as required under the city's abatement policy and will forward any responses to you. The taxing jurisdictions will also be given notice of the date of the hearings as required under the act.

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



Within the Obsolete Property Rehabilitation Act (OPRA) rehabilitation is defined as:

*.....changes to obsolete commercial property as may be required to restore the property to an economically efficient condition. Rehabilitation includes major renovation and modification including but not necessarily limited to, improvement to floors, correction of deficient or excessive height, new or improved building equipment such as heating ventilation and lighting, improved roof structures and cover, improved wall placement, improved exterior and interior appearance of buildings and other physical changes.*

For a rehab facility, the OPRA freezes the taxable value of the building at its value prior to the rehab, and the frozen value and the rehab values are taxed at an adjusted tax rate. Land and personal property cannot be abated under this act and the exemption certificate cannot exceed 12 years. If a certificate is approved by the local unit, the State Tax Commission has 60 days to approve or disapprove the application.

The qualifications for an Obsolete Property Rehabilitation District for this property are found in 125.2783 Section 3, (1), of the Obsolete Property Rehabilitation Act as follows:

- (1) A local governmental unit, by resolution of its legislative body, may establish a commercial redevelopment district, which may consist of 1 or more parcels or tracts of land or a portion thereof, if at the time of adoption of the resolution the property within the district is any of the following:
  - (a) Obsolete property in an area characterized by obsolete commercial property or commercial housing property.
  - (b) Commercial property that is obsolete property that was owned by a qualified local governmental unit on the effective date of this act, and subsequently conveyed to a private owner.

The following excerpts from STC Bulletin No. 9 of 2000 may help guide and define these requirements.

**"Obsolete property"** means commercial property or commercial housing property that is 1 or more of the following:

(i) **"Blighted property"**. *Blighted property means property that meets 1 or more of the following criteria:*

1. *Has been declared a nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.*
2. *Is an attractive nuisance to children because of physical condition, use, or occupancy.*
3. *Is a fire hazard or is otherwise dangerous to the safety of persons or property.*
4. *Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.*
5. *Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of PA 145 of 2000. (See MCL 125.2652)*

(ii) **A facility** as that term is defined below:

**"Facility"** as defined in PA 451 of 1994 means any area, place, or property where a hazardous substance in excess of the concentrations which satisfy the requirements of section 20120a(1)(a) or (17) or the cleanup criteria for unrestricted residential use under part 213 has been released, deposited, disposed of, or otherwise comes to be located. Facility does not include any area, place, or property at which response activities have been completed which satisfy the cleanup criteria for the residential category provided for in section 20120a(1)(a) and (17) or at which corrective action has been completed under part 213 which satisfies the cleanup criteria for unrestricted residential use. (See MCL 324.20101)

(iii) *Functionally obsolete.*

**"Functionally obsolete"** means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property. (See MCL 125.2652)

**Note:** The STC offers the following as examples of functional obsolescence:

- 1) *A floor plan which is inappropriate for the highest and best use of the property.*
- 2) *A heating system which is inadequate for the highest and best use of the property.*
- 3) *Excessively high or low ceilings for the highest and best use of the property.*
- 4) *Partition walls which restrict the highest and best use of the property.*
- 5) *Mechanical systems (e.g. electrical, plumbing, etc) which are inadequate for the highest and best use of the property.*

**RESOLUTION NO.**

**A RESOLUTION TO APPROVE  
THE APPLICATION FOR AN  
OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE  
FROM D.R. & H.P., L.L.C.  
FOR PROPERTY LOCATED AT  
344 W. MAIN STREET**

WHEREAS, the City of Owosso is a Qualified Local Government Unit within the State of Michigan and is empowered to provide tax exemptions for increased value of rehabilitated facilities within the City; and

WHEREAS, after public notice and a public hearing on September 6, 2016, the City Council of the City of Owosso approved an Obsolete Property Rehabilitation District at 344 W. Main Street in Owosso, Michigan. As provided by section 4(2) of Public Act 146 of 2000, said property more particularly described as:

*LOTS 10 THRU 15 AND WEST 132 FEET OF LOT 8 AND WEST 132 FEET OF SOUTH 18 FEET OF LOT 7, BLOCK 6, LUCY L COMSTOCKS ADDITION TO THE CITY OF OWOSSO, INCLUDING WEST 132 FEET OF CLOSED ALLEY*

WHEREAS, the City Clerk received an application on August 3, 2016 from David R. Russell, authorized agent for D.R. & H.P., L.L.C. owners of the property at 344 W. Main Street, for an Obsolete Property Rehabilitation Exemption Certificate; and

WHEREAS, notice of a public hearing concerning the application for an exemption certificate was provided to the Assessor of the City and the legislative body of each taxing unit that levies ad valorem property taxes in the City; and

WHEREAS, the City finds that the property meets the definition of an obsolete property as defined in section 2(h) of Public Act 146 of 2000 and the application for the exemption certificate is complete; and

WHEREAS, the City finds that the property relates to a rehabilitation program that when completed constitutes a "rehabilitated facility" within the meaning of P.A. 146 of 2000, and said property is located within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of PA 146 of 2000; and

WHEREAS, it has been found that the rehabilitation of the obsolete property is calculated to, and will at the time of the issuance of the certificate, have the reasonable likelihood to increase commercial activity, retain and create employment, and revitalize the downtown; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of the property already exempt under PA 146 of 2000 and under PA 198 of 1974 does not exceed 5% of the total taxable value of the unit; and

WHEREAS, the applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the rehabilitation work described in the application had not commenced prior to the establishment of the District.

NOW, THEREFORE, BE IT RESOLVED that, based on the findings above made at public hearing, the City Council of the City of Owosso authorizes the application for an Obsolete Property Rehabilitation Exemption Certificate at 344 W. Main Street for a period of \_\_\_\_ years; and

ALSO, BE IT RESOLVED that the rehabilitation shall be completed within eighteen (18) months from the date of approval of said application, and

FURTHERMORE, BE IT RESOLVED that the application and resolution are authorized for submittal to the State Tax Commission for final review and authorization.

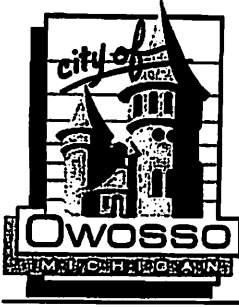
# Abatement Schedule

**This schedule applies to Industrial or Commercial Property as defined in 211.34c of the General Property Tax Act**

<p>1. <b>Capital investment</b>                  \$Up to \$100,000                  \$100,001 to \$250,000                  \$250,001 to \$500,000                  \$500,001 to \$1,000,000                  \$1,000,001 to \$2,500,000 <u>2,000,000</u>                  \$2,500,001 to \$5,000,000                  \$5,000,001 and up</p>	<p><b>Years of tax abatement</b>                  1                  2                  3                  4  <u>5</u>                  6                  7</p>	<p><b>Rehabilitated/restored</b>                  additional two years in any capital investment                  + <u>2</u></p>
<p>2. <b>Job creation as Full Time Equivalent (40hrs.per week)</b>                  1-10 <u>5</u>                  11-25                  26-50                  51 and up</p>	<p><b>Years of tax abatement</b>  <u>2</u>                  3                  4                  5</p>	<p>Depending on business that occupies Retail Space - this number may change.</p>
<p>3. <b>Job wages</b>                  Average wage &gt; 1.5x minimum wage → *                  Average wage &gt; 2x minimum wage                  Average wage &gt; 3x minimum wage</p>	<p><b>Years of tax abatement</b>  <u>2</u>                  4                  6</p>	<p>1 - \$19.23 HR                  4 - \$12.00 HR                  Average \$13.45 HR</p>
<p>4. <b>Number of years located in city of Owosso</b>                  2-10  <u>11-15</u> Jan. 9, 2003                  16 and up</p>	<p><b>Years of tax abatement</b>                  1  <u>2</u>                  3</p>	
<p>5. <b>Employees with city of Owosso residency</b>                  1-10 Estimated at least                  11-25 <u>1</u> will be city                  26+ Resident</p>	<p><b>Years of tax abatement</b>  <u>1</u>                  2                  3</p>	

12 is statutory limit

**Note: Total number of tax abatement years shall not exceed statutory limits.**



**COPY**

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

**APPLICATION FOR TAX ABATEMENT**

**Applicant (Official Company Name)** D.R. & H.P., L.L.C.

**Business Name (if Different)** n/a

**Address of Proposed Project** 344 W. Main Street, Owosso, MI 48867

**Mailing Address (if Different)** 313 S WASHINGTON SQUARE LANSING MI 48933

**Do you own the property?** Yes **If no, what is your relationship?** \_\_\_\_\_

**Type of Abatement Requested (if known)** OPRA

**Total square footage of all current buildings on site** 17,156

**Description of proposed project including type of current business activity and product to be manufactured (if applicable), size of proposed structure and proposed activity and/or product.**

The project proposes a mixed-use redevelopment with 11 new apartments and 8,602 square feet of commercial space.

**Give estimated cost of the following components applicable for the proposed project:**

Land improvements (excluding land): n/a

Building improvements: Size=17,000sf \$2,000,000

Machinery & Equipment: n/a

Furniture & Fixtures: n/a

**Time schedule for start and completion of construction and equipment installation (if applicable):**

**Building:** \_\_\_\_\_ **Equipment installation (if applicable):** \_\_\_\_\_

Start Date: February 2017 Start Date n/a

Completion Date: May 2018 Completion Date n/a

**Abatement Application**

**Page 2**

Will project be owned or leased by applicant? owned

Will machinery be owned or leased by applicant? n/a

How many employees do you currently employ? Full Time 0 Part Time 0

How many new employees do you estimate after project complete? Full Time 5  
Part Time \_\_\_\_\_

When project is complete, how many will be:

Management/Professional	<u>1</u>	Wage level \$	<u>40,000</u>	<u>-19,23</u>	<u>HR</u>
Skilled		Wage level \$			
Semi-Skilled	<u>4</u>	Wage level \$	<u>25,000</u>	<u>-12,00</u>	<u>HR</u>
Un-Skilled		Wage level \$			

How many current employees live within the city limits of the City of Owosso? n/a

Date your business located within the City of Owosso. n/a

Name of Company Officer (contact person) David R. Russell

Title Owner

Signature [Signature] Date 7/20/2016

Phone Number 517-749-7621

**For City Staff Use Only**

Was the applicant given a copy of Tax Abatement Policy? Y N

Is an abatement district in place for this project? Y N

If no, legal description of proposed district. District Approved 9-6-16

If yes, type of district in place OPRA District Year established 2016

Does the proposed project meet the guidelines for Tax Abatement under the policy? Y N  
If no, explain \_\_\_\_\_

If yes, was notice given to taxing jurisdictions within the proposed project area? Y N

If yes, was notice given to applicant and proper state documents sent? Y N

Name of reviewer Larry Cook - Assessor

Signature [Signature] Date 9-7-16



## Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.


Applicant (Company) Name (applicant must be the OWNER of the facility) <b>D.R. &amp; H.P., L.L.C</b>		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) <b>313 S WASHINGTON SQUARE LANSING MI 48933</b>		
Location of obsolete facility (No. and street, City, State, ZIP Code) <b>344 W. Main Street, Owosso, MI 48867</b>		
City, Township, Village (indicate which) <b>City of Owosso</b>		County <b>Shiawassee</b>
Date of Commencement of Rehabilitation (mm/dd/yyyy) <b>2/01/2017</b>	Planned date of Completion of Rehabilitation (mm/dd/yyyy) <b>5/01/2018</b>	School District where facility is located (include school code) <b>78110 - OWOSSO SCHOOLS</b>
Estimated Cost of Rehabilitation <b>2,000,000</b>	Number of years exemption requested <b>12</b>	Attach Legal description of Obsolete Property on separate sheet Attached
Expected project likelihood (check all that apply):		
<input checked="" type="checkbox"/> Increase Commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment _____		
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. <input type="checkbox"/>		

### APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

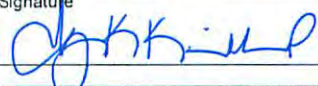
The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) <b>David R. Russell</b>	Telephone Number <b>517.371.8150</b>	Fax Number <b>517.367.7150</b>
Mailing Address <b>313 S. Washington Square, Lansing, MI 48933</b>		Email Address <b>drussell@fosterswift.com</b>
Signature of Company Officer (no authorized agents) 		Title

### LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature 	Date application received <b>08/04/16</b>
--	--

FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code



**LOCAL GOVERNMENT ACTION**

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

**PART 1: ACTION TAKEN**

Action Date: _____		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)		
<input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code

**PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)**

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
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**PART 3: ASSESSOR RECOMMENDATIONS**

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

	Taxable Value	State Equalized Value (SEV)
Building(s)		
Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence

**PART 4: CLERK CERTIFICATION**

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date	
Clerk's Mailing Address	City	State	ZIP Code
	Telephone Number	Fax Number	Email Address

Mail completed application and attachments to: Michigan Department of Treasury  
 State Tax Commission  
 P.O. Box 30471  
 Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-2408.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

**OPRA Site and Project Summary**  
**D.R. & H.P., L.L.C.**  
**344 West Main Street**  
**Owosso, Michigan**

**General Description of the Obsolete Facility (year built, original use, most recent use, number of stories, square footage)**

The property is comprised of one parcel of land on 0.66 acres located in downtown Owosso. Based on a review of historical documentation, the property was developed as early as 1884. The use of the Property at this time could not be identified, however, between 1915 and 1924, the structure along the eastern Property boundary was demolished and replaced with a filling station. In 1930, the structure located on the western portion of the Property was demolished and the current structure was erected. Since its construction, this building has operated as an automobile dealership, plumbing and heating store, hardware sales, and currently a Dollar General store. The filling station that was present along the eastern Property boundary was demolished in the early 1980s, and the parcel boundaries were redefined to no longer include this area as part of the Property. The building was most recently a Dollar General on the first floor with 9 apartments on the upper stories. The building is two stories and 17,156 square feet.

**General description of the proposed use of the rehabilitated facility**

The project proposes a mixed-use redevelopment with 11 new apartments and 8,602 square feet of commercial space.

**Description of the general nature and extent of the rehabilitation to be undertaken**

- Lead and asbestos abatement,
- Interior demolition,
- New interior construction of (11) residential living units and approximately 8,602 square feet of commercial space to be white boxed.
- All new fixed building equipment, including heating, ventilation, lighting, mechanical, and fixtures, improved roof structure, structural wall and floor replacement, etc.
- Physical upgrades to the building exterior, including windows and tuck pointing
- Site improvements including utility relocation, new and improved entrance, curb and gutter, parking and landscaping.

**A description list of the fixed building equipment that will be part of the rehabilitated facility**

Heating, ventilation, lighting, mechanical, and fixtures, improved roof structure, structural wall and floor replacement.

**Time schedule for undertaking and completing the rehabilitation**

July 2016- Submit OPRA request/ Site Plan Review

July-August 2016- Finalize costs, secure financial lender

September 2016- Submit Pre-application materials for MEDC CDBG Grant. OPRA taken to Council

October-December 2016- CDBG Environmental review

February 2017- Begin Construction

May 2018- Complete Construction

**Statement of the economic advantages expected from the exemption**

Project will redevelop a functionally obsolete, blighted, vacant building in the downtown. Once complete, 11 new, high quality, fair market apartments will drive foot traffic in the downtown and support local businesses. In addition, the high quality commercial space will provide the opportunity for a new business to locate in Owosso or for an existing business to expand. The redevelopment will contribute in the long term to increased taxes and property value stabilization for the city of Owosso.

**Legal Description**

LOTS 10 THRU 15 W 132' LOT 8 W 132' OF S 18' LOT 7 BLK 6 LUCY L COMSTOCKS ADD INCL W 132' CLSD ALLEY



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

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# MEMORANDUM

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DATE: September 15, 2016  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: Traffic Control Order #1363

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The Shiawassee Regional Chamber of Commerce requests the use of the following areas for Oktoberfest 2016:

**5:00 a.m. on Thursday, October 13 through 5 p.m. on Sunday, October 16, 2016:**

Closure of the Ball/Exchange parking lot for construction of tent and weekend Oktoberfest activities.

**5:30 p.m. to 7:30 p.m., Friday, October 14:**

Temporary partial closure of Water Street from Exchange to North Streets; North Street from Water to Owosso High School for 5K race.

**11:00 a.m. to 2:00 p.m., Saturday, October 15:**

Temporary partial closure of Ball Street from Exchange to Mason and Mason to Water and Water to Exchange for bed races.

**2:00 p.m. to 8:00 p.m. on Saturday, October 15:**

Closure of Ball Street from the alley immediately north of Main Street, north to Exchange Street for a cross-fit competition called WODtoberfest.

The Public Safety Department has issued Traffic Control Order No. 1363 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

**CITY OF OWOSSO**  
**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.	DATE	TIME
1363	9/15/16	10:00 am

REQUESTED BY  
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL  
Parking lot and street closure

LOCATION OF CONTROL

**5:00 a.m. on Thursday, October 13 through 5 p.m. on Sunday, October 16, 2016:**

Closure of the Ball/Exchange parking lot for construction of tent and weekend Oktoberfest activities.

**5:30 p.m. to 7:30 p.m., Friday, October 14:**

Temporary partial closure of Water Street from Exchange to North Streets; North Street from Water to Owosso High School for 5K race.

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Closure of Ball Street from the alley immediately north of Main Street, north to Exchange Street for a cross-fit competition called WODtoberfest.

EVENT  
Oktoberfest 2016  
October 13, 2016 – October 16, 2016  
5:00 a.m. 10/13 to 4:00 p.m. 10/16

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: Shiawassee Regional Chamber of Commerce Date: 8/31/16

Primary Contact Person

Name: Jeff Deason
Title: President
Address: 215 N. Water Street
Owosso, MI 48867
Phone: 989-723-5149

Requested Date(s): 10/13/16 – 10/16/16 Requested Hours: 5:00 a.m. 10/13 to 5:00 p.m. 10/16

Area Requested (Parking Lot - Parade Route): Parking lot at Exchange & Ball Streets, Ball Street

Detailed description of the use for which the request is made: Oktoberfest 2016 – Please see attached closure list and site plan submitted to the State of Michigan Liquor Commission and Insurance Underwriting.

- 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

**Details of Oktoberfest closure request for consideration:  
(Event site plan is included)**

5:00 a.m. on Thursday, October 13 through 5 p.m. on \*Sunday, October 16, 2016:

- Closure of the Ball/Exchange parking lot for construction of tent and weekend Oktoberfest activities.

5:30 p.m. to 7:30 p.m., Friday, October 14:

- Temporary closure of Water Street from Exchange to North Streets; North Street from Water to Owosso High School for 5K race.

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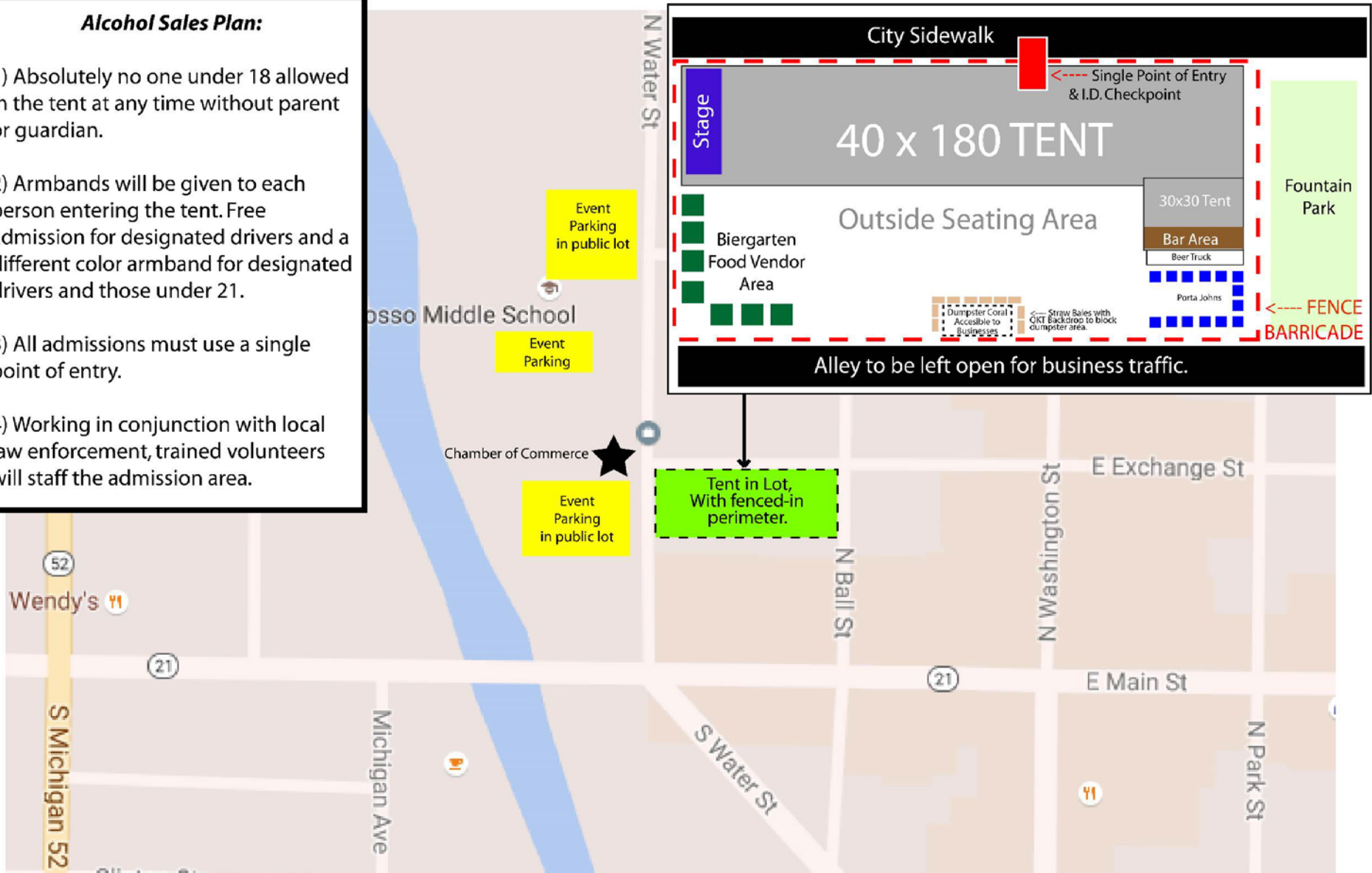
*\* One of the conditions of hiring Wheeler Party Rental is that they will provide a crew on Sunday, October 16<sup>th</sup> to remove the tent and all equipment that day so that the parking lot may reopen for business on Monday, October 17, 2016.*

# Oktoberfest Site Layout for October 14-15, 2016 in Downtown Owosso, MI

Expanded view of tent area:

**Alcohol Sales Plan:**

- 1) Absolutely no one under 18 allowed in the tent at any time without parent or guardian.
- 2) Armbands will be given to each person entering the tent. Free admission for designated drivers and a different color armband for designated drivers and those under 21.
- 3) All admissions must use a single point of entry.
- 4) Working in conjunction with local law enforcement, trained volunteers will staff the admission area.







DRAFT 8/31/16

## Oktoberfest 2016 Schedule of Events

### **Friday, October 14<sup>th</sup>**

- 3:00 – 11:00 p.m. Vendor Food Service/Biergarten Tent Open
- 6:30 p.m. “The Beer Run” 5K Walk/Run
- 7:15 p.m. Awards Ceremony for The Beer Run
- 5:00 p.m. – 7:00 p.m. *St Julian VIP Wine Tasting Party*
- 8:00 – 11:00 p.m. Live Music by Lenny Gomulka & The Chicago Push , alternating with La Corporacion in the Biergarten

### **Saturday, October 15<sup>th</sup>**

- 9:00 a.m. Tour de Shiawassee 40 Mi Bike Ride – Owosso Rotary Club
- 10:00 a.m. Tour de Shiawassee 20 Mi Bike Ride – Owosso Rotary Club
- 11:00 a.m. Tour de Shiawassee 7 Mi Fun Run Bike Ride – Owosso Rotary Club
- 11:00 a.m.–11:00 p.m. Vendor Food Service
- High Noon Ceremonial Tapping of the Keg – Mayor Ben Frederick
- Noon – 11:00 p.m. Biergarten Tent Open
- Noon – 3:00 p.m. Children’s Activities: Bounce houses, Pumpkin Carving, Pumpkin Bowling
- 12:00 – 6:00 p.m. Registration for Beer Stein Endurance Contest
- 12:30 p.m. Bed Races – Shiawassee County Homeless Coalition
- 1:00 – 4:00 p.m. Bubble Ball at The Amphitheater – The HOPE Project
- 1:00 -4:00 p.m. Conjunto Champz – Tejano Music in the Biergarten
- 3:00 – 5:00 p.m. Happy Hour – Buy One Get One Free Armbands
- 3:00 – 7:00 p.m. WODtoberfest CrossFit Competition on Ball Street
- 3:30 p.m. Polka Lessons in Main Tent with Joe & Sue Oginsky
- 5:00 p.m. – 11 p.m. Music, by Lenny Gomulka & The Chicago Push/Gerry Kaminski’s Polka Network in the Biergarten
- 8:00 p.m. Beer Stein Endurance Contest

### **Sunday, October 16<sup>th</sup>**

- 10:00 a.m. Community Church Service
- 10:30 a.m. – 1:30 p.m. Polka Brunch at D’Mar Banquet Center
- Noon TENT Tear-down/Clean Up Parking Lot

For more information connect to Oktoberfest at [www.facebook.com/oktoberfestinowosso](http://www.facebook.com/oktoberfestinowosso)

To volunteer, sign up at <http://tinyurl.com/volunteeratoktoberfest>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
City of Owosso, 300 W. Main St., Owosso MI 48867	Any location in the coverage territory
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the

covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

4. "Bodily Injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance pro-

gram has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

5. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.
  6. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.
- C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement,

or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

SPECIMEN



## MEMORANDUM

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

**DATE:** September 14, 2016  
**TO:** Mayor Frederick and the Owosso City Council  
**FROM:** Glenn M. Chinavare, Utility Director  
**SUBJECT:** Replacement Clarifier Screening Equipment and Compactor/s for WWTP

### RECOMMENDATION:

Authorization to issue a purchase agreement with Duperon Leasing and Sales of Saginaw, Michigan for the acquisition and delivery of two (2) clarifier Screening Units with two (2) matching Washer-Compactors.

### BACKGROUND:

At present, the south clarifier has a leased Screening Unit from Duperon Leasing and Sales, and the north clarifier has only the use of a grinder that mixes inorganic solids into the waste stream before clarifier settling. The south Screening Unit was pulled from service several years ago as inoperable.

In addition, each Screening Unit will be equipped with a Washer-Compactor (new addition to process) to accumulate inorganic solid material, compress, and remove water content for minimum landfill moisture content compliance.

City of Owosso personnel will provide installation services for the two Screening Units only. The Washer-Compactors will require outside assistance via separate contract to install. Product delivery after issuance of purchase agreement is 20 weeks.

As these items are specialty products, three regional suppliers were directly solicited for bids. Notification of Bid proposals was also posted on the city website. Of the three suppliers, EnviroCare International notified consultant C2ae it would not provide a Bid due time constraints.

### FISCAL IMPACTS:

Funding in the amount of \$390,000.00 is budgeted in the FY2016/2017 Wastewater Treatment Capital Budget for acquisition of these process equipment items. The cost of the two Screening Units and Washer-Compactor's, as proposed, will total \$216,775.00. Contingency funding in the amount of \$10,000.00 is requested for possible boom truck rental and installation modifications. Project costs are chargeable to account 599-901-977.000.

Document originated by: Glenn M. Chinavare, Utility Director

Attachments: Bid Tab  
Resolution  
Purchase Agreement

**RESOLUTION NO.**

**AUTHORIZING BID AWARD TO  
DUPERON LEASING AND SALES, LLC  
FOR MANUFACTURE AND DELIVERY OF TWO SCREENING UNITS AND  
TWO MATCHING WASHER-COMPACTORS FOR THE WASTEWATER PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for the replacement of Screening Units and addition of Washer-Compactors, and

WHEREAS, the existing Screening Units were beyond economical repair, and the matching Washer-Compactors are required to improve process performance and regulatory compliance, and Duperon Leasing and Sales, LLC of Saginaw, Michigan provided the low, responsible bid for this wastewater process equipment at a cost of \$216,775.00, and

WHEREAS, the Utility Director has reviewed the bid proposal and verified the components needed to restore the clarification process to full operational capability, and recommends authorizing Duperon Leasing and Sales, LLC to provide the Screening Units and Washer-Compactors in an amount not to exceed \$216,775.00, and to authorize the Utility Director to expend up to \$10,000.00 for possible installation modification contingencies for the Screening Units, with installation of the Washer-Compactors to be addressed by separate contract.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase two Screening Units and two Washer-Compactors for use at the Wastewater Treatment Plant from Duperon Leasing and Sales, LLC.
- SECOND: The accounts payable department is authorized to submit payment to Duperon Leasing and Sales, LLC in an amount of not to exceed \$216,775.00 upon delivery, installation, and start-up of the Screening Units by March 2017.
- THIRD: The accounts payable department is further authorized to pay approved invoices up to \$10,000.00 for installation and modification costs.
- FOURTH: The above expenses shall be paid from the Wastewater Plant Fund 599-901-977.000.



725 Prudden Street  
 Lansing, MI 48906  
 P: 517.371.1200  
 F: 517.371.2013  
 www.c2ae.com

**BID TABULATION**

Owosso Wastewater Treatment Plant  
 Mechanically Cleaned Fine Bar Screen & Matching Washer-Compactor  
 City of Owosso  
 Owosso, Shiawassee County, Michigan

Item	Description	Dubois-Cooper Associates Plymouth, MI	Hamlett Environmental Tech Co (JWC) Howell, MI
1	Supply two (2) 1/4" Mechanically Cleaned Fine Bar Screens and Matching Washer-Compactors	\$216,775.00	\$224,950.00
	<b>TOTAL BID AMOUNT</b>	<b>\$216,775.00</b>	<b>\$224,950.00</b>
	<b>(Add Items 1 through 1)</b>		

**Additional Bids Received**

None

I certify that this is a true and correct tabulation of the bids received by City of Owosso, Shiawassee County, Michigan on Friday, September 2, 2016.

Jim Minster, PE

9/2/2016

Date

September 8, 2016

Glenn Chinavare, Utilities Director  
301 West Main Street  
Owosso, Michigan 48867

**Re: Owosso Wastewater Treatment Plant  
Mechanically Cleaned Fine Bar Screen & Matching Washer-Compactor  
Bidding Results & Contract Award**

Dear Mr. Chinavare,

The City of Owosso requested quotes from equipment manufacturers for purchase of two (2) Mechanically Cleaned Fine Bar Screen and accompanying Washer/Compactor for use at the Owosso Wastewater Treatment Facility. Equipment quotes were received Friday, September 2, 2016 at 2:00 PM and publically read aloud.

As seen on the attached bid summary, two manufacturers submitted equipment proposals; Duperon (represented by Dubois Cooper) and JWC (represented by Hamlett Environmental). Duperon was the low bid with a value of \$216,775.00.

The City currently leases a mechanically cleaned bar screen from Duperon and one of the purchased units will replace the leased unit. Given the City's experience with Duperon unit, the Duperon staff and representatives we recommend the City proceed with purchase of the Duperon system.

If you have any questions or would like any additional information, please don't hesitate to contact me.

Sincerely,

C2AE



Jim Minster, PE  
Project Manager

JJM/jnb

Project No. 16-0053.01

**Notice of Award**

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

Project: : Owosso Wastewater Treatment Plant Mechanically Cleaned Fine Bar Screen and Matching Washer-Compactor

Owner: City of Owosso

Owner's Contract No.:

Contract: : Owosso Wastewater Treatment Plant Mechanically Cleaned Fine Bar Screen and Matching Washer-Compactor

Engineer's Project No.: 16-0053-1

Bidder: Dubois-Cooper Association (Duperon Corp.)

Bidder's Address: 1200 Leon Scott Court, Saginaw, MI 48601

You are notified that your Bid dated September 2, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Owosso Wastewater Treatment Plant Mechanically Cleaned Fine Bar Screen and Matching Washer-Compactor

The Contract Price of your Contract is two hundred sixteen thousand, seven hundred seventy five and zero cents (\$216,775.00).

Four (4) copies of the proposed Contract Documents and Drawings accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Other conditions precedent: Proof of insurance coverage on all goods prior to initiating shipping of goods.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Owosso  
Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Title

Copy to Engineer





## MEMORANDUM

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

**DATE:** September 14, 2016  
**TO:** Mayor Frederick and the Owosso City Council  
**FROM:** Glenn M. Chinavare, Utility Director  
**SUBJECT:** Screw Pump Bearing Assembly - Influent Wastewater Process

### RECOMMENDATION:

Authorization for purchase of an upper bearing assembly and attaching shaft, from the Lakeside Equipment Corporation of Bartlett, IL.

### BACKGROUND:

The Wastewater Treatment Plant currently employs three (3) influent screw pumps to receive and move incoming raw wastewater flows to the treatment processes. Each screw pump uses a 40 HP motor and gear box to turn the individual screw pumps. One of the influent screw pumps has developed a noisy and unreliable bearing housing that secures and holds the gear box shaft to the pump screw, and this unit is now inoperable. Records indicate this bearing assembly has been in service over 30 years.

This is a sole source procurement from the original equipment manufacturer. Installation of the bearing assembly will be performed by city personnel.

### FISCAL IMPACTS:

Funds are budgeted for such contingencies in the FY2016-2017 Wastewater Replacement Fund. This bearing assembly will cost \$15,594.00, and will be charged to account 599-901-977.000.

**Document originated by:** Glenn M. Chinavare, Utility Director

Attachment: (1) Resolution  
(2) Quote

**RESOLUTION NO.**

**AUTHORIZING SERVICE AGREEMENT AND PAYMENT TO  
LAKESIDE EQUIPMENT CORPORATION  
FOR PURCHASE OF ONE SCREW PUMP GEAR BOX  
AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for the replacement of a screw pump upper bearing assembly, and

WHEREAS, the existing upper bearing assembly is not repairable, and has expended its useful service life, and determined to require replacement with original manufacturer replacement components, as provided in the quoted price dated August 22, 2016 from Lakeside Equipment Corporation in the amount of \$15,594.00; and

WHEREAS, the City Utilities Director has reviewed the quote and verified the replacement components needed to restore the screw pump to full operating capacity, and recommends authorizing Lakeside Equipment Corporation to provide the required upper bearing assembly in an amount not to exceed \$15,594.00.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Lakeside Equipment Corporation for the purchase of one screw pump upper bearing assembly for use at the Wastewater Treatment Plant.
- SECOND: The accounts payable department is authorized to submit payment to Lakeside Equipment Corporation in an amount not to exceed \$15,594.00 upon satisfactory delivery of said assembly.
- THIRD: The above expenses shall be paid from account no. 599-901-977.000.



1022 E. Devon Avenue P.O. Box 8448 Bartlett, IL 60103  
T: 630-837-5640 F: 630-837-5647 E: parts@lakeside-equipment.com  
www.lakeside-equipment.com

## EMAIL MEMORANDUM

**DATE:** 8-22-16 **EMAIL:** timothy.guysky@ci.owosso.mi.us  
**TO:** City of Owosso **SUBJECT:** Owosso, MI SO# 78-345  
**ATTN:** Tim Guysky  
**FROM:** LaVar Parish Replacement Parts

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery of the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution, publication, or copying of this message is strictly prohibited. If you have received this message in error, please notify Lakeside immediately by phone at 630-837-5640 and return the message by U.S. Mail.

Dear Tim,

We are pleased to quote the following replacement parts for your 48" Screw Pump. Your current costs are as follows:

1ea	4 1/2" Upper Bearing Assy w/ Shaft	C15811	\$15,594.00
1ea	4 1/2" Upper Bearing Assy w/o Shaft	C15811	\$9,814.00
1ea	Shaft	C27084	\$5,810.00
1ea	Thrust Bearing	JBRGSP0019	\$796.00
1ea	Radial Bearing	JBRGSP0029	\$551.00
1ea	Halter	A14155	\$230.00
1ea	Split Collar	A14156	\$230.00
1ea	Cover Gasket	JGSKSP0018	\$15.00
1ea	Housing Gasket	JGSKSP0015	\$8.00
1ea	Seal	JSLSSP0015	\$78.00
1ea	Seal	JSLSSP0013	\$71.00

Please be advised that this quotation will be honored for 30 days.

The above prices are F.O.B. factory with freight allowed to the job site. Terms of payment are net 30 days from date of shipment and the Conditions of Sale are in accordance with GIL-108, copy attached.

Shipment would be 6-8 week(s) after receiving an order subject to the shop's backlog at the time of the order.

We thank you for this opportunity to quote and are looking forward to being of service to you.

Very truly yours,

LaVar Parish (Ext. 249)  
E-Mail: [lp@lakeside-equipment.com](mailto:lp@lakeside-equipment.com)

LP:bm  
Cc: DUBOIS/PLYMOUTH

GIL-108

**CONDITIONS OF SALE**  
**(REPLACEMENT PARTS)**

THIS QUOTATION IS SUBJECT TO THE FOLLOWING CONDITIONS OF SALE:

You are hereby notified that unless we receive notice (as a part of your purchase order, or in a separate writing, if acceptance is oral) of your rejection of any of these conditions, these conditions shall become a part of the agreement between us. Acceptance is good only when received by us at our offices in Bartlett, Illinois.

**ACCEPTANCE:** This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from the date of the attached written proposal. The order will be subject to written acceptance by our company's executive office.

**TERMS:** Net due thirty (30) days after date of shipment. Any balance remaining due thirty-one (31) days beyond the shipment date will be subject to a monthly service fee of one and one-half percent (1.5%) per month on the unpaid balance until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney fees.

**CONTRACT:** We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and your company's authorized officer, and attached hereto. All terms herein employed shall have the same definition as set forth in the Uniform Commercial Code in effect in the State of Illinois, under the Illinois Revised Statutes, Chapter 26, Paragraphs 1-101 et. seq., on the date of execution of this agreement. This agreement is divisible: Any claim or rejection by the Buyer as to one part of the order shall not alter the obligations of the Buyer as to any other part or parts delivered under this agreement. If any clause of this agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element, and as so modified the clause shall be binding on the parties and the remaining provisions of the agreement shall not be affected by the modification of any unconscionable clause.

**TAXES & OTHER CHARGES:** Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt, you will need to provide us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf.

**INSPECTION, CLAIMS AND ACCEPTANCE OF GOODS:** Buyer shall immediately inspect the equipment upon receipt thereof. Claims for errors of shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment, and shall be in writing. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of the equipment. Failure to make such inspection shall be a waiver of the right to make such an inspection prior to payment for the goods, shall be a waiver of any defect which inspection would have revealed, and shall prevent Buyer from subsequently rejecting or revoking acceptance of the goods for any reason. Modifications to Lakeside's equipment done by others to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the attached written proposal. (See also WARRANTY, below.)

**TITLE OF GOODS AND SECURITY INTEREST:** Until all amounts due hereunder have been paid in full, title shall not pass from Seller to Buyer, and Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

**CANCELLATION:** Cancellation or suspension of this contract will be accepted only upon terms that will indemnify Lakeside Equipment Corporation against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for the reasonable and proper cancellation charges accrued by Seller.

**TRANSPORTATION EXPENSE:** Unless otherwise noted, the price as shown in this agreement (pursuant to the attached written proposal) includes freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense.

**RISK OF LOSS:** You shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment.

ONS OF SALE (REPLACEMENT PARTS) Page 2

**CHANGES & DELAYS-COST:** If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays, which may adversely affect the operation of the equipment, will nullify our warranty unless we consent in writing thereto. We also shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or supply difficulties, or intervention by any governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

**PATENTS:** We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use of the equipment sold to you under this contract; provided however, that:

- A. Such charge relates exclusively to something which we designed or selected, and
- B. Such charge does not arise as a result of any modification of the equipment by you, or the combination thereof by you with equipment furnished by others, and
- C. We are notified in writing immediately upon receipt of such charge, and
- D. We are given absolute control of the defense and the right to defend or settle such charge, and
- E. We are allowed to make such changes in the equipment, as we deem necessary for the purpose of avoiding infringement.

**LIABILITY:** It is expressly understood and agreed herein that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts as are required under WARRANTY, below, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

WARRANTY

Lakeside Equipment Corporation ("Lakeside") warrants to Buyer that equipment sold hereunder, of its manufacture, are free from defect in material and workmanship, and are of the kind and quality designated or described herein. This warranty shall be in full force and effect from the time of shipment of such equipment for a period of ninety (90) days from the date of shipment. Lakeside will furnish without charge, but will not install, replacements for such parts as it finds to have been defective, and the obligation of Lakeside to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give Lakeside notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than thirty (30) days after the warranty period shall be valid.

This warranty shall not apply to:

- A. Any equipment, which, in the judgment of Lakeside, has been subjected to misuse, neglect or accident;
- B. Any equipment, which has been altered, tampered with, or upon which corrective work has been done thereon without Lakeside's specific written consent;
- C. Any equipment which has been operated or maintained in a manner, which in any way deviates from the maintenance, schedules, specifications, and parameters set forth in Lakeside's Operator's Manual for such equipment.
- D. Modification to the equipment by others to meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction.

No allowances will be made for any such alterations or corrective work done without the specific written consent of Lakeside. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in Lakeside's proposal, is not warranted in any way by Lakeside, but carries only that manufacturer's warranty, if any. No representative of Lakeside has any authority to waive, alter, vary or add to the terms hereof without prior written approval. There shall be no third party beneficiary to the warranties contained in this agreement.

**THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.**

**ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or any modification thereof, shall be settled in Kane County, Illinois, by Arbitration in accordance with the laws of the State of Illinois, and the current Rules of the American Arbitration Association, and the parties consent to jurisdiction of the Circuit Court for the 16th Judicial Circuit, Kane County, State of Illinois, and further consent that any process or notice of motion or other application to such Court or a judge thereof may be served outside the State of Illinois by registered mail or by personal service, provided a reasonable time for appearance is allowed. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof, which shall include the county of arbitration.

**CONFIDENTIAL INFORMATION:** All information and data herein furnished to Buyer, relating to price, size, type and design is submitted with the understanding that it is for Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.



## MEMORANDUM

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

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DATE: September 14, 2016  
TO: City Council  
FROM: Mark Sedlak, Director of Public Services  
SUBJECT: State Salt Contract 071B1300339

### RECOMMENDATION:

I recommend City Council award a purchase order to The Detroit Salt Company, LLC in the amount of \$90,198.00 and approve payment up to the purchase order amount, for the shipment of 1,800 tons of road salt at \$50.11 a ton.

### BACKGROUND:

The State of Michigan has taken bids for road salt. The Detroit Salt Company, LLC was the low bidder at \$50.11 a ton.

### FISCAL IMPACTS:

The above expenses shall be paid from the Local and Major Street Fund.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH  
THE DETROIT SALT COMPANY, LLC  
FOR THE WINTER SUPPLY OF ROAD SALT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a duty to keep its streets safe during the winter months; and that this is advisable, necessary and in the public interest; and

WHEREAS, the most efficient way to remove ice from the streets is the application of road salt onto the icy pavements; and

WHEREAS, in order to obtain the best price, it is in the best interest of the city of Owosso to waive competitive bidding requirements and utilize the state wide contract number 071B300339 held by The Detroit Salt Company, LLC for the purchase of road salt at \$50.11 per ton.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase 1,800 tons of road salt from The Detroit Salt Company, LLC in the amount of \$90,198.00.
- SECOND: The contract between the City and The Detroit Salt Company, LLC shall be in the form of a Purchase Order, with reference to State of Michigan Contract No. 071B1300339.
- THIRD: The accounts payable department is authorized to pay The Detroit Salt Company, LLC for road salt satisfactorily received, up to the purchase order amount.
- FOURTH: The above expenses shall be paid from Local and Major Street Fund.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 7  
to  
Contract Number 071B1300339

<b>CONTRACTOR</b>	DETROIT SALT COMPANY LC
	12841 Sanders
	Detroit, MI 48217
	Martha Geyer
	313-841-5144
	mgeyer@detroitssalt.com
	*****1484

<b>STATE</b>	Program Manager	Melissa Howe	MDOT
		517-636-4386	
		HoweM@Michigan.gov	
	Contract Administrator	Lymon C. Hunter, CPPB	DTMB
		(517) 284-7015	
		HunterL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: SALT, BULK SALT, SEASONAL BACK UP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 1, 2011	August 31, 2016	2 - 1 Year	August 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		Per the attached terms and conditions		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	24 Months	<input type="checkbox"/>		August 31, 2018
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,063,759.80		\$ 2,882,298.00	\$9,946,057.80	

**DESCRIPTION: Effective September 1, 2016, this contract is exercising BOTH option years and is increased by \$2,882,298.00. The revised contract expiration date is August 31, 2018. Additionally, the drop points for the 2016/2017 Road Salt year are per the attached spreadsheets. All other terms, conditions, specifications and pricing remain unchanged. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on August 30, 2016.**



North 1 - Seasonal Back Up Road Salt - Local Units of Government				DETROIT SALT COMP 2016/17					
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal	Price Ton
1	Crawford	CRAWFORD COUNTY ROAD COMMISSION	500 huron st	grayling	MI	49738	(989) 348-2281	700	\$56.32
2	Kalkaska	KALKASKA COUNTY ROAD COMMISSION	1049 Island Lake Road	Kalkaska	Michigan	49646	(231) 258-2242	4000	\$57.40
3	Missaukee	MISSAUKEE COUNTY ROAD COMMISSION	1199 N. Morey Rd.	Lake City	Michigan	49651	(231) 839-4361	1200	\$57.61
4	Osceola	OSCEOLA COUNTY ROAD COMMISSION	4737 Makwa Dr	Hersey	MI	49639	(231) 832-5171	1000	\$55.74
5	Osceola	OSCEOLA COUNTY ROAD COMMISSION	13353 20 Mile Rd	Tustin	MI	49688	(231) 832-5171	300	\$55.74
6	Osceola	EVART, CITY OF	5468 110th ave	Evart	MI	49631	(231) 734-2101	100	\$55.74
7	Roscommon	ROSCOMMON COUNTY ROAD COMMISSION	820 E. West Branch Rd.	Prudenville	Michigan	48651	(989) 366-0333	2000	\$55.65
8	Roscommon	ROSCOMMON COUNTY ROAD COMMISSION	601 S. Main St.	Roscommon	Michigan	48653	(989) 366-0333	1200	\$55.65
9	Roscommon	ROSCOMMON COUNTY ROAD COMMISSION	1772 S. Loxley Rd.	Houghton Lake	Michigan	48629	(989) 366-0333	300	\$55.65
								10800	

Bay Region Seasonal Road Salt - Local Units of Government				DETROIT SALT COMPANY 2016/17					
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal	Price Ton
1	Arenac	STANDISH, CITY OF	909 W Cedar	Standish	MI	48658	(989) 846-9588	100	\$50.98
2	Clare	CLARE COUNTY ROAD COMMISSION	3900 E. Mannsiding	Harrison	MI	48625	(989) 539-2151	300	\$55.26
3	Clare	CLARE, CITY OF	601 W. Fifth Street	Clare	MI	48617	(989) 386-2182	150	\$55.26
4	Gladwin	GLADWIN COUNTY ROAD COMMISSION	301 S. State Street	Gladwin	MI	48624	(989) 426-7441	600	\$51.32
5	Gladwin	BEAVERTON, CITY OF	130 Saginaw St.	Beavertor	MI	48612	(989) 435-9343	50	\$51.32
6	Gladwin	GLADWIN, CITY OF	201 South State Street	Gladwin	MI	48624	(989) 426-9231	300	\$51.32
7	Gratiot	GRATIOT COUNTY ROAD COMMISSION	920 center street	ithaca	MI	48847	(989) 875-3820	600	\$50.97
8	Gratiot	ALMA, CITY OF	800 Washington	Alma	MI	48801	463-8339	50	\$50.97
9	Gratiot	BRECKENRIDGE, VILLAGE OF	271 Sexton Street	Breckenri	MI	48615		50	\$50.97
10	Gratiot	ITHACA, CITY OF	210 S ELM STREET	ITHACA	MI	48847	(989) 875-3200	350	\$50.97
11	Huron	HURON COUNTY ROAD COMMISSION	45 W. Kinde Rd	Kinde	MI	48445	(989) 269-6404	1500	\$49.62
12	Huron	SEBEWAING VILLAGE OF	145 W Main St	Sebewain	MI	48759	(989)883-2700	50	\$49.62
13	Isabella	CENTRAL MICHIGAN UNIVERSITY	Bellows	Mt Pleasa	MI	48859	(989) 774-3118	700	\$51.42
14	Isabella	LAKE ISABELLA, VILLAGE OF	201 S. Coldwater Road	Lake Isabe	MI	48893	(989) 644-8654	150	\$51.42
15	Isabella	ISABELLA COUNTY ROAD COMMISSION	2261 E. Remus Rd.	Mt. Pleasa	MI	48858	(989) 773-7131	600	\$51.42
16	Isabella	ISABELLA COUNTY ROAD COMMISSION	5037 W. Airline	Weidman	MI	48893	(989) 773-7131	50	\$51.42
17	Isabella	SHEPHERD, VILLAGE OF	208 W. Boulevard	Shepherd	MI	48883	(989) 828-5062	50	\$51.42
18	Isabella	MT. PLEASANT, CITY OF	1303 N. Franklin Street	Mt. Pleasa	MI	48858	(989) 779-5401	500	\$51.42
19	Lapeer	LAPEER COUNTY ROAD COMMISSION	820 Davis Lake Road	Lapeer	MI	48446	(810) 664-6272	1000	\$49.35
20	Lapeer	LAPEER COUNTY ROAD COMMISSION	6710 Webster Road	Imlay City	MI	48444	(810) 664-6272	1000	\$49.35
21	Lapeer	LAPEER COUNTY ROAD COMMISSION	5891 Old State Road	North Bra	MI	48461	(810) 664-6272	750	\$49.35
22	Lapeer	NORTH BRANCH, VILLAGE OF	4291 MILL STREET	NORTH BR	MI	48461	(810) 688-3410	150	\$49.35
23	Lapeer	ALMONT, VILLAGE OF	413 Spring Street	Almont	MI	48003	(810) 798-8528	150	\$49.35
24	Lapeer	LAPEER, CITY OF	217 Bentley Street	Lapeer	MI	48446	(810) 664-4711	650	\$49.35
25	Lapeer	IMLAY, CITY OF	604 E. First Street	Imlay City	MI	48444	(810) 724-2135	200	\$49.35
26	Midland	COLEMAN, CITY OF	108 Jackson St.	Coleman	MI	48618	(989) 465-9182	150	\$50.43
27	Midland	MIDLAND, CITY OF	4811 N Saginaw Road	Midland	MI	46840	(989) 837-3300	1500	\$50.43
28	Midland	MIDLAND COUNTY ROAD COMMISSION	2334 North Meridian Rd.	Sanford	MI	48657	(989) 687-9060	2050	\$50.43
29	Sanilac	LEXINGTON, VILLAGE OF	7226 Lester St.	Lexington	MI	48450	(810) 359-5901	50	\$49.61
30	Sanilac	BROWN CITY	7090 Merrill St	Brown Cit	MI	48416	(810) 346-2325	100	\$49.61
31	Sanilac	SANILAC COUNTY ROAD COMMISSION	195 Campbell St.	Sandusky	MI	48471	(810) 648-2185	500	\$49.61
32	Sanilac	SANILAC COUNTY ROAD COMMISSION	4087 N. Decker Rd.	Snover	MI	48472	(810) 648-2185	400	\$49.61
33	Sanilac	SANILAC COUNTY ROAD COMMISSION	5505 N. Ruth Rd.	Deckerville	MI	48427	(810) 648-2185	300	\$49.61
34	Sanilac	SANILAC COUNTY ROAD COMMISSION	5530 Lancaster St,	Croswell	MI	48422	(810) 648-2185	300	\$49.61
35	Sanilac	SANILAC COUNTY ROAD COMMISSION	2411 Peck Rd.	Brown Cit	MI	48416	(810) 648-2185	500	\$49.61
36	Sanilac	DECKERVILLE, VILLAGE OF	3550 Range Line Rd.	Deckerville	MI	48427	(810) 376-8591	50	\$49.61
37	Tuscola	CASS CITY, VILLAGE OF	6737 Church Street	Cass City	MI	48726	(989) 872-2911	150	\$49.48
39	Tuscola	VASSAR, CITY OF	514 E. Huron Avenue	Vassar	MI	48768	(989) 823-7231	250	\$49.48
40	Tuscola	TUSCOLA COUNTY ROAD COMMISSION	4387 Beach Street	Akron	MI	48701	(989) 673-2128	500	\$49.48
41	Tuscola	TUSCOLA COUNTY ROAD COMMISSION	5847 Bruce Street	Deford	MI	48729	(989) 673-2128	500	\$49.48
								17350	

Southwest - Seasonal Back up - Local Units of Government			DETROIT SALT COMP. 2016/17						
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal Use	Price Ton
1	Branch	UNION CITY, VILLAGE OF	106 Coldwater Rd	Union City	MI	49094	(517) 741-8591	150	\$53.99
2	Branch	QUINCY, VILLAGE OF	47 Cole Street	Quincy	MI	49082	(517) 639-9065	100	\$53.99
3	Branch	BRANCH COUNTY ROAD COMMISSION	23 E Garfield Ave	Coldwater	MI	49036	517-278-2022	1500	\$53.99
4	Branch	COLDWATER, CITY OF	45 Industrial Ave.	Coldwater	MI	49036	(517) 279-9531	700	\$53.99
5	Calhoun	BATTLE CREEK, CITY OF	2000 W. River Road	Battle Creek	MI	49017	(269) 966-1646	5000	\$51.88
6	Calhoun	MARSHALL, CITY OF	1242 S. Kalamazoo	Marshall	MI	49068	(269) 781-3985	100	\$51.88
7	Calhoun	SPRINGFIELD, CITY OF	601 Avenue A	Springfield	MI	49037	(269) 441-9277	500	\$51.88
8	Calhoun	KELLOGG COMMUNITY COLLEGE	450 NORTH AVENUE	BATTLE CREEK	MI	49017	(269) 965-4142	100	\$51.88
9	Kalamazoo	PARCHMENT, CITY OF	300 Maple	Parchment	MI	49004	(269) 720-3463	200	\$50.01
10	Kalamazoo	K'ZOO CTY RD COMMISSION	3801 East Kilgore Road	Kalamazoo	MI	49001	(269) 381-3171	5000	\$50.01
11	Kalamazoo	PORTAGE, CITY OF	7719 S. Westnedge Ave.	Portage	MI	49002	(269) 324-9284	1500	\$50.01
12	Kalamazoo	KALAMAZOO, CITY OF	1415 HARRISON	KALAMAZOO	MI	49007	(269) 337-8443	5000	\$50.01
13	Kalamazoo	KALAMAZOO VALLEY COMM COLLEGE	6767 West O Ave.	Kalamazoo	MI	49003	(269) 488-4305	50	\$50.01
14	Kalamazoo	VICKSBURG, VILLAGE OF	210 N. Main Street	Vicksburg	MI	49097	(269) 649-1919	100	\$50.01
15	Kalamazoo	KALAMAZOO PUBLIC SCHOOLS	514 Lake St	Kalamazoo	Michigan	49001	(269) 337-0132	150	\$50.01
16	Kalamazoo	WESTERN MICHIGAN UNIVERSITY	1201 Oliver Street - Salt Dome	Kalamazoo	MI	49008	(269) 387-8800	500	\$50.01
17	St. Joseph	THREE RIVERS, CITY OF	1015 S. Lincoln Ave	Three Rivers	MI	49093	(269) 273-1845	200	\$56.05
18	St. Joseph	STURGIS, CITY OF	805 N. Centerville Rd.	Sturgis	MI	49091	(269) 651-2879	150	\$56.05
19	St. Joseph	ST. JOSEPH COUNTY ROAD COMMISSION	20914 M-86	Centreville	Michigan	49032	(269) 467-6393	1650	\$56.05
20	St. Joseph	ST. JOSEPH COUNTY ROAD COMMISSION	58926 M-66	Centreville	Michigan	49032	(269) 467-6393	850	\$56.05
21	St. Joseph	ST. JOSEPH COUNTY ROAD COMMISSION	303 West State Street	Mendon	Michigan	49072	(269) 467-6393	50	\$56.05
22	St. Joseph	ST. JOSEPH COUNTY ROAD COMMISSION	212 West Main Street	Centreville	Michigan	49032	(269) 467-6393	50	\$56.05
								23600	





STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 6**  
 to  
**CONTRACT NO. 071B1300339**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
The Detroit Salt Company 12841 Sanders Detroit, MI 48217	Martha Geyer	mgeyer@detroitssalt.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(313) 841-5144	1484

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lymon C. Hunter, CPPB	517-284-7015	hunterL@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION: Salt, Bulk Salt, Seasonal Back-Up – Michigan Department of Transportation</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		Per the attached terms and conditions	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$5,912,361.80		\$1,151,398.00	\$7,063,759.80	

**DESCRIPTION:** Effective August 1, 2015, the Drop Points for 2015/2016 Road Salt Year are per the attached spreadsheets. This Contract is also INCREASED by \$1,151,398.00. All other terms, conditions, specifications, and pricing remain the same.  
 Per agency and vendor agreement, DTMB Procurement approval, and the approval of the State Administrative Board on June 30, 2011.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B1300339**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
The Detroit Salt Company, LLC 12841 Sanders Detroit, MI 48217	Martha Geyer	<a href="mailto:mgeyer@detroitssalt.com">mgeyer@detroitssalt.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 841-5144	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	<a href="mailto:Crozet@michigan.gov">Crozet@michigan.gov</a>
BUYER	DTMB	Lymon Hunter	517-284-7015	<a href="mailto:hunterl@michigan.gov">hunterl@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Salt, Bulk Salt, Seasonal Back UP – Michigan Department of Transportation</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	Delivered and Unloaded	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,149,717.00		\$6,157,401.00		
Effective September 1, 2014, the Drop Points for 2014/2015 Road Salt year are per the attached spreadsheets. Please note that the contract has been increased by \$1,149,717.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.				

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 4**  
 to  
**CONTRACT NO. 071B1300339**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
The Detroit Salt Company, LLC 12841 Sanders Detroit, MI 48217	Martha Geyer	<a href="mailto:mgeyer@detroitssalt.com">mgeyer@detroitssalt.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 841-5144	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	<a href="mailto:Crozet@michigan.gov">Crozet@michigan.gov</a>
BUYER	DTMB	Lymon Hunter	517-241-1145	<a href="mailto:hunterl@michigan.gov">hunterl@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Salt, Bulk Salt, Seasonal Back UP – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	Delivered and Unloaded	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$700,000.00		\$5,007,684.80		
Effective immediately, contract is increased by \$700,000.00. This is due to an unusually harsh winter and additional salt needed to be procured. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.				

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 18, 2013

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B1300339**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
The Detroit Salt Company, LLC 12841 Sanders Detroit, MI 48217	Martha Geyer	<a href="mailto:mgeyer@detroitssalt.com">mgeyer@detroitssalt.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 841-5144	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	<a href="mailto:Crozet@michigan.gov">Crozet@michigan.gov</a>
BUYER	DTMB	Lymon Hunter	517-241-1145	<a href="mailto:hunterl@michigan.gov">hunterl@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Salt, Bulk Salt, Seasonal Back UP – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	Delivered and Unloaded	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,915,429.50		\$4,307,684.80		
Effective September 1, 2013, the Drop Points for 2013-2014 Road Salt Year are per the attached spreadsheets. This Contract is also INCREASED by \$1,915,429.50.				
All other terms, conditions, specifications, and pricing remain the same.				
Per agency and vendor agreement, DTMB Procurement approval, and the approval of the State Administrative Board				



dated June 30, 2011.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B1300339**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
<b>The Detroit Salt Company, LLC</b> <b>12841 Sanders</b> <b>Detroit, MI 48217</b>	Martha Geyer	<a href="mailto:mgeyer@detroitssalt.com">mgeyer@detroitssalt.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 841-5144	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Tim Croze	(517) 322-3385	<a href="mailto:Crozet@michigan.gov">Crozet@michigan.gov</a>
BUYER:	DTMB	Lymon Hunter	(517) 241-1145	<a href="mailto:hunterl@michigan.gov">hunterl@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Salt, Bulk Salt, Seasonal Back UP – Michigan Department of Transportation</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	Delivered and Unloaded	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
<b>Effective September 1, 2012, the Drop Points for 2012-2013 Road Salt year are per the attached spreadsheets. Please also note that this contract is hereby INCREASED by \$2,118,021.60. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.</b>		
VALUE/COST OF CHANGE NOTICE:	<b>\$2,118,021.60</b>	
ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:	<b>\$2,392,255.30</b>	

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET** September 20, 2011  
**PURCHASING OPERATIONS**  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO.1**  
**TO**  
**CONTRACT NO. 071B1300339**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>The Detroit Salt Company, LLC</b> <b>12841 Sanders</b> <b>Detroit, MI 48217</b>  Email: <a href="mailto:mgeyer@detroitssalt.com">mgeyer@detroitssalt.com</a>	TELEPHONE Martha Geyer <b>(313) 841-5144</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: Tim Croze (517) 322-3385 <b>Salt, Bulk Salt, Seasonal Back UP – Michigan Department of Transportation</b>	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: <b>September 1, 2011</b> To: <b>August 31, 2016</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>Per the attached terms &amp; conditions</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered and Unloaded</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

**Effective immediately, the contract end date is revised to August 31, 2016. Additionally, the awarded amount is hereby added to this contract, reflecting the 2011/2012 expected contract spend. That amount is \$274,233.70. All other terms, conditions, pricing and specifications remain unchanged.**

**AUTHORITY/REASON(S):**

**Per vendor and agency request and approval of DTMB Purchasing Operations and the approval of the State Administrative Board on June 30, 2011.**

**INCREASE: \$274,233.70**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$274,233.70**

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

August 10, 2011

**NOTICE**  
**OF**  
**CONTRACT NO. 071B1300339**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>The Detroit Salt Company, LLC</b> <b>12841 Sanders</b> <b>Detroit, MI 48217</b>  Email: <a href="mailto:mgeyer@detroitssalt.com">mgeyer@detroitssalt.com</a>	TELEPHONE Martha Geyer <b>(313) 841-5144</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: Tim Croze (517) 322-3385 <b>Salt, Bulk Salt, Seasonal Back UP – Michigan Department of Transportation</b>	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: <b>September 1, 2011</b> To: <b>August 31, 2012</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>Per the attached terms &amp; conditions</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered and Unloaded</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**TOTAL ESTIMATED CONTRACT VALUE: \$0.00**

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

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Contract Compliance Inspector: Tim Croze (517) 322-3385 <b>Salt, Bulk Salt, Seasonal Back UP – Michigan Department of Transportation</b>	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: <b>September 1, 2011</b> To: <b>August 31, 2012</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>Per the attached terms &amp; conditions</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered and Unloaded</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.</b> The terms and conditions of this Contract are those of ITB #07111300054, this Contract Agreement and the vendor's quote dated May 17, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.	
<b>Estimated Contract Value: \$0.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07111300054. Orders for delivery will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE CONTRACTOR:</b>  _____ The Detroit Salt Company, LLC Firm Name  _____ Authorized Agent Signature  _____ Authorized Agent (Print or Type)  _____ Date	<b>FOR THE STATE:</b>  _____ Signature Natalie Spaniolo, Acting Director Name/Title DTMB Purchasing Operations Division  _____ Date
--	---





**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
**Purchasing Operations**

Contract No. 071B1300339

[Bulk Salt, & Seasonal Back - UP](#)

[Detroit Salt Company](#)

Buyer Name: Lymon C. Hunter, CPPB  
Telephone Number: (517) 241-1145  
E-Mail Address: HunterL@michigan.gov



Table of Contents

- Definitions ..... 59**
- Article 1 – Statement of Work..... 60**
- 1.1 Project Identification..... 60**
  - 1.1.1 Project ..... 60
  - 1.1.2 Background– [Deleted, Not Applicable] ..... 60
- 1.2 Scope of Work and Deliverable(s) ..... 60**
  - 1.2.1 Commencement of Work ..... 60
  - 1.2.2 Deliverable(s) ..... 60
  - 1.2.3 Quantity– [Deleted, Not Applicable] ..... 61
  - 1.2.4 Customer Service/Ordering..... 61
  - 1.2.5 Alternate Bids– [Deleted, Not Applicable] ..... 61
- 1.3 Management and Staffing– [Deleted, Not Applicable] ..... 61**
  - 1.3.1 Project Management– [Deleted, Not Applicable] ..... 61
  - 1.3.2 Reports– [Deleted, Not Applicable] ..... 61
  - 1.3.3 Staff, Duties, and Responsibilities– [Deleted, Not Applicable] ..... 61
  - 1.3.4 Meetings– [Deleted, Not Applicable] ..... 61
  - 1.3.5 Place of Performance..... 61
  - 1.3.6 Reserved..... 61
  - 1.3.7 Binding Commitments ..... 61
  - 1.3.8 Training– [Deleted, Not Applicable]..... 61
  - 1.3.9 Security ..... 61
- 1.4 Delivery and Acceptance..... 62**
  - 1.4.1 Time Frames ..... 62
  - TIME FRAMES SEASONAL BACKUP ..... 62
  - 1.4.2 Delivery Tickets..... 63
  - 1.4.3 Inconsistent Deliveries ..... 63
  - 1.4.4 Conveyor Delivery..... 64
  - 1.4.5 Delivery Term..... 64
  - 1.4.6 Trucking ..... 64
  - 1.4.7 Deductions ..... 64
- 1.5 Proposal Pricing ..... 65**
  - 1.5.1 Pricing ..... 65
  - 1.5.2 Quick Payment Terms..... 65
  - 1.5.3 Price Term..... 66
  - 1.5.4 Tax Excluded from Price ..... 66
  - 1.5.5 Invoices– [Deleted, Not Applicable] ..... 66
- 1.6 Commodity Requirements– [Deleted, Not Applicable]..... 66**
  - 1.6.1 Customer Service– [Deleted, Not Applicable] ..... 66
  - 1.6.2 Research and Development– [Deleted, Not Applicable] ..... 66
  - 1.6.3 Quality Assurance Program– [Deleted, Not Applicable]..... 66
  - 1.6.4 Warranty for Deliverable(s) – [Deleted, Not Applicable]..... 66
  - 1.6.5 Special Incentives– [Deleted, Not Applicable]..... 66
  - 1.6.6 Energy Efficiency– [Deleted, Not Applicable]..... 66
  - 1.6.7 Environmental Requirements– [Deleted, Not Applicable] ..... 66
  - 1.6.8 Recycled Content and Recyclability– [Deleted, Not Applicable] ..... 66
  - 1.6.9 Materials Identification and Tracking– [Deleted, Not Applicable] ..... 66
- 1.7 Extended Purchasing ..... 66**
  - 1.7.1 MiDEAL ..... 66
  - 1.7.2 State Employee Purchases – [Deleted, Not Applicable] ..... 66
- 1.8 Additional Terms..... 66**
  - 1.8.1 Billing..... 66
- Article 2 – Terms and Conditions..... 67**
- 2.1 Contract Term ..... 67**





- 2.1.1 Contract Term ..... 67
- 2.1.2 Options to Renew..... 67
- 2.2 Payments and Taxes ..... 67**
  - 2.2.1 Fixed Prices for Deliverable(s) ..... 67
  - 2.2.2 Payment Deadlines ..... 67
  - 2.2.3 Invoicing and Payment – In General [Deleted, Not Applicable] ..... 67
  - 2.2.4 Pro-ration [Deleted, Not Applicable]..... 67
  - 2.2.5 Final Payment and Waivers ..... 67
  - 2.2.6 Electronic Payment Requirement..... 67
  - 2.2.7 Employment Taxes ..... 67
  - 2.2.8 Sales and Use Taxes ..... 67
- 2.3 Contract Administration ..... 68**
  - 2.3.1 Issuing Office ..... 68
  - 2.3.2 Contract Compliance Inspector ..... 68
  - 2.3.3 Project Manager– [Deleted, Not Applicable] ..... 68
  - 2.3.4 Contract Changes ..... 68
  - 2.3.5 Price Changes[Deleted, Not Applicable] ..... 68
  - 2.3.6 Notices ..... 69
  - 2.3.7 Covenant of Good Faith ..... 69
  - 2.3.8 Assignments..... 69
  - 2.3.9 Equipment ..... 69
  - 2.3.10 Facilities [Deleted, Not Applicable]..... 69
- 2.4 Contract Management ..... 70**
  - 2.4.1 Contractor Personnel Qualifications..... 70
  - 2.4.2 Contractor Key Personnel– [Deleted, Not Applicable] ..... 70
  - 2.4.3 Removal or Reassignment of Personnel at the State's Request– [Deleted, Not Applicable] 70
  - 2.4.4 Contractor Personnel Location– [Deleted, Not Applicable] ..... 70
  - 2.4.5 Contractor Identification– [Deleted, Not Applicable]..... 70
  - 2.4.6 Cooperation with Third Parties– [Deleted, Not Applicable] ..... 70
  - 2.4.7 Relationship of the Parties ..... 70
  - 2.4.8 Contractor Return of State Equipment/Resources– [Deleted, Not Applicable] ..... 70
  - 2.4.9 Background Checks– [Deleted, Not Applicable] ..... 70
  - 2.4.10 Compliance With State Policies– [Deleted, Not Applicable]..... 70
- 2.5 Subcontracting by Contractor– [Deleted, Not Applicable]..... 70**
  - 2.5.1 Contractor Responsible– [Deleted, Not Applicable] ..... 70
  - 2.5.2 State Approval of Subcontractor– [Deleted, Not Applicable]..... 70
  - 2.5.3 Subcontract Requirements– [Deleted, Not Applicable] ..... 70
  - 2.5.4 Competitive Selection– [Deleted, Not Applicable]..... 70
- 2.6 Reserved ..... 70**
- 2.7 Performance ..... 70**
  - 2.7.1 Time of Performance..... 70
  - 2.7.2 Service Level Agreements [Deleted, Not Applicable]..... 70
  - 2.7.3 Liquidated Damages– [Deleted, Not Applicable]..... 71
  - 2.7.4 Excusable Failure..... 71
- 2.8 Acceptance of Deliverable(s) – [Deleted, Not Applicable] ..... 71**
  - 2.8.1 Quality Assurance ..... 71
  - 2.8.2 Delivery Responsibilities– [Deleted, Not Applicable]..... 71
  - 2.8.3 Process for Acceptance of Deliverable(s) – [Deleted, Not Applicable] ..... 71
  - 2.8.4 Acceptance of Deliverable(s) – [Deleted, Not Applicable]..... 71
  - 2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]..... 71
  - 2.8.6 Process for Approval of Services [Deleted, Not Applicable] ..... 71
  - 2.8.7 Final Acceptance[Deleted, Not Applicable] ..... 71
- 2.9 Ownership [Deleted, Not Applicable] ..... 71**
- 2.10 State Standards [Deleted, Not Applicable] ..... 72**



- 2.11 Confidentiality ..... 72**
  - 2.11.1 Confidential Information[Deleted, Not Applicable]..... 72
  - 2.11.2 Protection and Destruction of Confidential Information[Deleted, Not Applicable]72
  - 2.11.3 Exclusions[Deleted, Not Applicable] ..... 72
  - 2.11.4 No Obligation to Disclose[Deleted, Not Applicable] ..... 72
  - 2.11.5 Security Breach Notification[Deleted, Not Applicable]..... 72
- 2.12 Records and Inspections ..... 72**
  - 2.12.1 Inspection of Work Performed..... 72
  - 2.12.2 Retention of Records ..... 72
  - 2.12.3 Examination of Records ..... 72
  - 2.12.4 Audit Resolution ..... 72
  - 2.12.5 Errors ..... 72
- 2.13 Warranties ..... 73**
  - 2.13.1 Warranties and Representations[Deleted, Not Applicable] ..... 73**
  - 2.13.2 Warranty of Merchantability ..... 73
  - 2.13.3 Warranty of Fitness for a Particular Purpose ..... 73
  - 2.13.4 Warranty of Title..... 73
  - 2.13.5 Equipment Warranty[Deleted, Not Applicable]..... 73
  - 2.13.7 Prohibited Products..... 73
  - 2.13.8 Consequences For Breach ..... 73
- 2.14 Insurance ..... 73**
  - 2.14.1 Liability Insurance ..... 73
  - 2.14.2 Subcontractor Insurance Coverage ..... 75
  - 2.14.3 Certificates of Insurance and Other Requirements ..... 75
- 2.15 Indemnification ..... 76**
  - 2.15.1 General Indemnification ..... 76
  - 2.15.2 Code Indemnification [Deleted, Not Applicable]..... 76
  - 2.15.3 Employee Indemnification [Deleted, Not Applicable] ..... 76
  - 2.15.4 Patent/Copyright Infringement Indemnification ..... 76
  - 2.15.5 Continuing Obligation [Deleted, Not Applicable] ..... 76
  - 2.15.6 Indemnification Procedures..... 76
  - 2.15.7 Limitation of Liability..... 77
- 2.16 Termination by the State ..... 77**
  - 2.16.1 Notice and Right to Cure ..... 77
  - 2.16.2 Termination for Cause..... 77
  - 2.16.3 Termination for Convenience ..... 78
  - 2.16.4 Termination for Non-Appropriation ..... 78
  - 2.16.5 Termination for Criminal Conviction ..... 78
  - 2.16.6 Termination for Approvals Rescinded ..... 78
  - 2.16.7 Rights and Obligations upon Termination ..... 78
  - 2.16.8 Reservation of Rights..... 79
  - 2.16.9 Contractor Transition Responsibilities..... 79
  - 2.16.10 Transition Payments ..... 79
- 2.17 Termination by the Contractor..... 79**
  - 2.17.1 Termination ..... 79
- 2.18 Stop Work ..... 79**
  - 2.18.1 Stop Work Order ..... 80
  - 2.18.2 Termination of Stop Work Order ..... 80
  - 2.18.3 Allowance of the Contractor's Costs ..... 80
- 2.19 Reserved..... 80**
- 2.20 Dispute Resolution [Deleted, Not Applicable]..... 80**
  - 2.20.1 General [Deleted, Not Applicable]..... 80
  - 2.20.2 Informal Dispute Resolution [Deleted, Not Applicable]..... 80
  - 2.20.3 Injunctive Relief [Deleted, Not Applicable] ..... 80



- 2.20.4 Continued Performance[Deleted, Not Applicable]..... 80
- 2.21 Disclosure Responsibilities ..... 80**
- 2.21.1 Disclosure of Litigation ..... 80
- 2.21.2 Other Disclosures..... 81
- 2.21.3 Call Center Disclosure [Deleted, Not Applicable]..... 81
- 2.22 Extended Purchasing ..... 81**
- 2.22.1 MiDEAL Requirements..... 81
- 2.22.2 State Administrative Fee ..... 81
- Department of Technology, Management and Budget..... 82**
- 2.22.3 State Employee Purchase Requirements [Deleted, Not Applicable]..... 82
- 2.23 Laws ..... 82**
- 2.23.1 Governing Law ..... 82
- 2.23.2 Compliance with Laws ..... 82
- 2.23.3 Jurisdiction ..... 82
- 2.23.4 Nondiscrimination..... 82
- 2.23.5 Unfair Labor Practices..... 82
- 2.23.6 Environmental Provision [Deleted, Not Applicable]..... 83
- 2.23.7 Freedom of Information ..... 83
- 2.23.8 Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable] .... 83
- 2.23.9 Prevailing Wage [Deleted, Not Applicable] ..... 83
- 2.23.10 Abusive Labor Practices [Deleted, Not Applicable]..... 83
- 2.24 General Provisions ..... 83**
- 2.24.1 Bankruptcy and Insolvency [Deleted, Not Applicable]..... 83
- 2.24.2 Media Releases ..... 83
- 2.24.3 Contract Distribution..... 83
- 2.24.4 Permits ..... 83
- 2.24.5 Website Incorporation ..... 83
- 2.24.6 Future Bidding Preclusion [Deleted, Not Applicable] ..... 83
- 2.24.7 Antitrust Assignment [Deleted, Not Applicable]..... 83
- 2.24.8 Disaster Recovery ..... 83
- 2.24.9 Legal Effect ..... 83
- 2.24.10 Entire Agreement [Deleted, Not Applicable]..... 83
- 2.24.11 Order of Precedence ..... 83
- 2.24.12 Headings ..... 84
- 2.24.13 Form, Function and Utility ..... 84
- 2.24.14 Reformation and Severability ..... 84
- 2.24.15 Approval ..... 84
- 2.24.16 No Waiver of Default ..... 84
- 2.24.17 Survival ..... 84



### **Definitions**

**This section provides definitions for terms used throughout this document.**

**Business Day** - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

**Buyer** – the DTMB-Purchasing Operations employee identified on the cover page of this RFQ.

**Chronic Failure** - as defined in applicable Service Level Agreements.

**Contract** – based on this RFQ, an agreement that has been approved and executed by the awarded bidder, the DTMB-Purchasing Operations Director, and the State Administrative Board.

**Contractor** – the awarded bidder after the Effective Date.

**Days** - Business Days unless otherwise specified.

**Deleted, Not Applicable** - the section is not applicable or included in this RFQ. This is used as a placeholder to maintain consistent numbering.

**Deliverable(s)** - physical goods or commodities as required or identified in a Statement of Work.

**Eastern Time** – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

**Effective Date** - the date that a binding contract is executed by the final party.

**Final Acceptance** - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

**Key Personnel** - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

**Post-Industrial Waste** - industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

**Purchase Order** - a written document issued by the State that requests full or partial performance of the Contract.

**State** - the State of Michigan.

**State Location** - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Stop Work Order** - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

**Subcontractor** - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

**Unauthorized Removal** - the Contractor's removal of Key Personnel without the prior written consent of the State.



## Article 1 – Statement of Work

### 1.1 Project Identification

The State of Michigan, Purchasing Operations has established a **Pre – Qualified Vendor Program** for bulk road salt purchases to be used by the Department of Transportation, select State agencies and participating MiDeal members. Detroit Salt Company Company is one of the pre-qualified vendors under this program. This contract is between the State of Michigan and the Detroit Salt Company Company, hereinafter referred to as “The Contractor.”

#### 1.1.1 Project

This Contract will support the Seasonal Back- Up requirements for bulk road salt. Issuance of this Contract does not guarantee that the State will do business with the specified Contractor throughout the entire course of the Pre-Qualification Program, as requirements are re-bid every year.

Article 1 – SOW was used by the State for the evaluation process. The Contractor submitted a written proposal discussing how they meet the below specific requirements. The Contractor’s responses are integrated into this Contract.

#### 1.1.2 Background– [Deleted, Not Applicable]

### 1.2 Scope of Work and Deliverable(s)

#### 1.2.1 Commencement of Work

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Buyer/Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

#### 1.2.2 Deliverable(s)

Contractor must provide the following Deliverable(s):

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted below. No alternates will be accepted.

### ATTACHMENTS

**Attachment C** – Specifications for Sodium Chloride (1 Page)

**Attachment D** – General Materials Certification (5 Pages)

**BULK ROCK SALT.** The gradation shall be in accordance with the Michigan Department of Transportation Specification 8.20 (7) attached. The material shall also meet the requirements as outlined in the attached Michigan Department of Transportation General Materials Certification Type “D.” (See **Attachment I** – Material Certification)

### CERTIFICATIONS

The material to be supplied will be tested and/or certified. Additionally, MDOT Construction & Technology personnel shall be allowed to randomly inspect and test stockpiled salt and salt that is being loaded for transport at the vendor yard or storage facility. Upon award, contractors shall contact the MDOT Construction and Technology Support Area at (517) 322-1087 for instructions.

Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery.



**1.2.3 Quantity– [Deleted, Not Applicable]**

**1.2.4 Customer Service/Ordering**

Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor’s customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, this Contract shall control.

All orders shall be placed with the Contractor and will not be placed through a trucking company, dock staging area or terminal.

**1.2.5 Alternate Bids– [Deleted, Not Applicable]**

**1.3 Management and Staffing– [Deleted, Not Applicable]**

**1.3.1 Project Management– [Deleted, Not Applicable]**

**1.3.2 Reports– [Deleted, Not Applicable]**

**1.3.3 Staff, Duties, and Responsibilities– [Deleted, Not Applicable]**

**1.3.4 Meetings– [Deleted, Not Applicable]**

**1.3.5 Place of Performance**

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
Detroit Salt Mine	Detroit Salt Mine	100%

**1.3.6 Reserved**

**1.3.7 Binding Commitments**

Emanuel Manos, President Detroit Salt Company.

**1.3.8 Training– [Deleted, Not Applicable]**

**1.3.9 Security**

This Contract may require frequent deliveries to State of Michigan facilities. If security background checks are performed on staff, the Contractor shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Contractors shall provide the results of all security background checks.





The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number may be requested).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

Detroit Salt Company and its subcontractors shall comply with the security access requirements of individual State facilities

## **1.4 Delivery and Acceptance**

### **1.4.1 Time Frames**

#### **TIME FRAMES SEASONAL BACKUP**

1. Purchase orders will be placed periodically (as needed) throughout the contract period, and all orders will be for minimum of 50 (fifty) ton deliveries. ("New" Seasonal Back -Up <50 tons) Purchase orders will be placed periodically (as needed) throughout the contract period.
2. MDOT agrees to purchase a minimum of 70% of the quantities requested for seasonal back-up. The contractor shall agree to furnish up to a maximum of 30% more than the quantities that will be given during the Bid Process. These percentages apply only to the region total awarded to the contractor, not each individual MDOT drop point within a district that is awarded to the contractor. These percentages of the district total awarded to the contractor may be distributed to any MDOT drop points within a certain district that are awarded to the contractor. MDOT is not limited to these percentages per drop point. These percentages also apply to MiDeal also known as Local Units of Government, and all other participating agencies in the attached Item Listing. However, they apply to each individual drop point.
3. **ALL** deliveries shall begin within **3 (three) calendar days and must be completed within 5 calendar days** after the request for shipment or order. The deliveries will occur **between October 1<sup>st</sup> through August 31<sup>st</sup> of each Contract year**. All drop points shall be contacted approximately 48 hours prior to delivery. This applies to MDOT and Local Unit of Government drop points. The day count begins on the first calendar day after the order is placed. The day count shall follow the examples shown below. Delivery shall be made by the following formula 30% must be delivered by 2:00 p.m. on day three, a total of 60% must be delivered by 2:00 p.m. on day four and the entire 100% must be delivered by 2:00 p.m. on day five. **(See Deductions 1.4.7)**

#### **Examples:**

**Order placed Monday.** Day 1 is Tuesday, Day 2 is Wednesday, delivery should begin on or before Thursday, delivery should continue on Friday, delivery should conclude on Saturday if the order stated that the requestor would take weekend delivery. Otherwise the delivery should conclude on Monday.

**Order placed Tuesday.** Day 1 is Wednesday, Day 2 is Thursday, Delivery should begin on or before Friday, delivery should continue on Saturday and conclude on Sunday if the order stated that the requestor would take weekend delivery. Otherwise the delivery will continue on Monday and conclude on Tuesday.



**Order placed Wednesday.** Day 1 is Thursday, Day 2 is Friday, delivery should begin on or before Saturday ... but only if the order stated that the requestor would take weekend delivery. Otherwise delivery begins on Monday and concludes on Wednesday.

**Order placed Thursday.** Day 1 is Friday, Day 2 is Saturday, delivery should begin on or before Sunday ... but only if the order stated that the requestor would take weekend delivery. Otherwise delivery begins on Monday and concludes on Wednesday.

**Order placed Friday.** Delivery begins Monday and concludes on Wednesday.

**Order placed Saturday.** Delivery begins Tuesday and concludes on Thursday.

**Order placed Sunday.** Delivery begins Wednesday and concludes on Friday.

4. All deliveries to MDOT drop points must be coordinated between the contractor and the MDOT Region Maintenance Representative. MDOT deliveries will be accepted Monday through Friday between 7:00 A.M. and 2:00 P.M. **(See Deductions 1.4.7).**

If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), appropriate delivery trucks shall be utilized in order to allow for self unloading inside the facility. **(See Deductions 1.4.7).** Refer to Attachment G for the list of MDOT salt sheds. The first column indicates whether or not the location requires "inside deliver

Detroit Salt Company shall comply with the stated delivery time frames.

#### **1.4.2 Delivery Tickets**

All salt to be delivered MUST be weighed on certified scales; the contractor shall, at their expense, have their scales certified and inspected, prior to beginning shipments, and on a monthly basis thereafter until all salt has been delivered. The certification and inspection shall be conducted by the specific scale manufacturer authorized service dealer. For Early Fill, the scales must be inspected and certified between August 15<sup>th</sup> and September 30<sup>th</sup> of every year. Copies of scale certification must be sent to the appropriate MDOT region by October 15<sup>th</sup> of every year. For Seasonal Back Up, the scales must be inspected and certified between January 1<sup>st</sup> and February 15<sup>th</sup> of every year. Copies of scale certification must be sent to the appropriate MDOT region by March 1<sup>st</sup> of every year. The State can require re-certification of the scale, if a particular salt shipment is found to be +/- 1% off. In addition, all delivery tickets MUST be legible, computer generated, printed from a computerized scale, and in English units. All trucks shall be weighed empty, then weighed loaded, and the differential shall be the net weight recorded on the delivery ticket. Scale operators shall not pre-enter estimated empty truck tare weights. Hand written tickets are unacceptable. The awarded vendors' scales must be cleaned on a regular basis, i.e., daily or weekly if appropriate. Also, the dock shall be maintained on a regular interval, i.e., weekly/biweekly. Violation of any of the above requirements can be grounds for rejection of salt shipment. **(See Deductions 1.4.7).**

Detroit Salt Company shall comply with requirements for 1.4.2.

#### **1.4.3 Inconsistent Deliveries**

The state reserves the right to disallow the use of any dock, weigh station, trucking company, etc. that is utilized by the contractor if it is discovered that there are inconsistencies regarding the quantity indicated on a delivery ticket and the actual amount received or verified by the re-weighing of a truck. MDOT has made arrangements with the appropriate enforcement authorities to increase the frequency of "spot checks" on trucks hauling salt to various delivery locations. If it is discovered that a particular delivery ticket exceeds the





actual amount verified by re-weighing a truck, the Michigan Department of Transportation or the Local Unit of Government will be instructed to pay based on the re-weigh quantity. The state will also seek the possible prosecution of companies that are found to be involved in a "short shipping" scheme designed to take advantage of the State of Michigan or any Local Unit of Government included in this RFQ.

Detroit Salt Company is in agreement with 1.4.3

#### **1.4.4 Conveyor Delivery**

Please note the special instructions for **CONVEYOR** deliveries to certain locations in Attachment G.

Detroit Salt Company has noted 1.4.4

#### **1.4.5 Delivery Term**

Prices shall be "**F.O.B. Delivered and Unloaded**" to each drop point indicated on Attachment G. All costs associated with delivering salt to these drop points is included in each "Price per Ton." Other F.O.B. terms will not be accepted. Where the location allows, salt shall be unloaded inside the storage facility.

Detroit Salt Company shall comply with 1.4.5 (Attachment G)

#### **1.4.6 Trucking**

All loads of regular salt must be covered by an industry standard mesh tarp. If a load is delivered uncovered, or with the incorrect covering the load may be rejected.

#### **1.4.7 Deductions**

1. (Early Fill-Up only) For any salt delivered after normal hours of delivery, which are Monday through Friday between 7:00 a.m. and 2:00 p.m. unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.
2. (Seasonal Backup only) For any salt delivered after the time agreed upon in the 48 hour delivery notice or after normal hours of delivery which are Monday through Friday between 7:00 a.m. and 2:00 p.m. unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.
3. (Seasonal Backup only) For any salt not delivered by the close of business of the 3rd day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the 4th day after the order is placed (60% required of the total ordered), the receiving location may notify the vendor that they will purchase the undelivered balance of the total ordered from an alternate source. The vendor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of salt purchased from the alternate source shall count toward the receiving location's 70% minimum order requirement.

Example: At the close of business (2:00 p.m.), unless an alternate delivery time has been mutually agreed to, on the 3rd day no salt, or less than 30% of the total ordered is delivered, a 25% deduction of the total ordered will be taken. On the 4th day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the 5th day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.



4. For any salt delivered to a receiving location after hours when the receiving location is not staffed, there will be a 100% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the vendor's expense.
5. All delivery tickets MUST be legible and be generated and printed from a computerized scale. Exception; receiving locations will allow written ticket in emergency situations and then only with a computer generated one to follow with tare weight. Failure to present a computer generated ticket will result in a 100% deduction penalty.
6. Please note that the state reserves the right to impose a **penalty (late fee)** on the contractor for salt not delivered within **10 (ten) calendar days** of the date the delivery began. For the undelivered portion of the salt that is late, there will be a 25% deduction penalty with increments of 5% per day, not to exceed 50% overall.
7. For each MDOT location that does not receive their total salt quantity by October 31<sup>st</sup> of each calendar year, the contractor will be charged \$1,000 per day late.
8. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), and appropriate delivery trucks are not utilized in order to allow for self unloading inside the facility there will be a 50% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the vendor's expense.
9. Any of the above penalties can be rendered void if mutually agreed upon by the contractor and the receiving location.

Detroit Salt Company has noted and is in agreement with 1.4.7

**1.5 Proposal Pricing**

**1.5.1 Pricing**

**MOST FAVORED CUSTOMER**

The State of Michigan, or any participating Local Unit of Government expects to be considered the "**Most Favored Customer**" regarding salt purchased in the State. In other words, since the total quantity included in this bid far exceeds the quantity that may be purchased by any other government entity in the State, the State expects to receive the "best price" during each winter season for the duration of this Contract for all locations. **Additionally, the State expects prices on this CONTRACT to be the same for salt delivered anywhere in the same County. If it is discovered that the State's, or any local agency's price is greater than any other participant, the State, or other local agency will pay based on the lowest price quoted within that county.** Additionally, awarded Contractors that bid salt to any other Public Entity within the State of Michigan during the term of this Contract, if the awarded price for that Public Entity is less than the price for a similar location on the State's CONTRACT, the State reserves the right to take the same price bid to that public entity (if within the same county). **(See Deductions 1.4.7)**

**1.5.2 Quick Payment Terms**

- Contractor will offer a quick payment discount of \_\_\_% off an invoice if paid within 10 Days from the State's receipt of the invoice or delivery of the Deliverable(s), whichever is later.
- No quick payment discount will be offered.

**1.5.3 Price Term**

Items on this Contract will be bid on a yearly basis. Therefore prices are subject to change every year. The State shall receive the benefit of any decrease in price that may occur.

**1.5.4 Tax Excluded from Price**

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The bidder's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the bidder's prices must not include the Federal Excise Tax.

**1.5.5 Invoices– [Deleted, Not Applicable]****1.6 Commodity Requirements– [Deleted, Not Applicable]****1.6.1 Customer Service– [Deleted, Not Applicable]****1.6.2 Research and Development– [Deleted, Not Applicable]****1.6.3 Quality Assurance Program– [Deleted, Not Applicable]****1.6.4 Warranty for Deliverable(s) – [Deleted, Not Applicable]****1.6.5 Special Incentives– [Deleted, Not Applicable]****1.6.6 Energy Efficiency– [Deleted, Not Applicable]****1.6.7 Environmental Requirements– [Deleted, Not Applicable]****1.6.8 Recycled Content and Recyclability– [Deleted, Not Applicable]****1.6.9 Materials Identification and Tracking– [Deleted, Not Applicable]****1.7 Extended Purchasing****1.7.1 MiDEAL**

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college (MiDEAL Members). A current listing of approved MiDEAL Members is available at: [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

The Contractor must supply Deliverable(s) to the State and MiDEAL Members at the established State Contract prices and terms, subject to Section 2.22.1, MiDEAL Requirements.

**1.7.2 State Employee Purchases – [Deleted, Not Applicable]****1.8 Additional Terms****1.8.1 Billing**

All salt will be paid for on the basis of tonnage delivered and unloaded to each drop point indicated on the attached Item Listings. A copy of the Contractor's shipping document showing the net weight tonnage, Drop Point and receiving locations acceptance signature must accompany each invoice. Invoices shall be sent to the appropriate Bill To address as it appears on the Direct Purchase Orders issued by the Michigan Department of Transportation, the DPO # must appear on the invoice. Bills should be received within 30 days after delivery of the salt.



## **Article 2 – Terms and Conditions**

### **2.1 Contract Term**

#### **2.1.1 Contract Term**

The Contract term begins September 1, 2011 and expires September 1, 2016. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

#### **2.1.2 Options to Renew**

This Contract may be renewed for up to [two] additional [one] year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract.

### **2.2 Payments and Taxes**

#### **2.2.1 Fixed Prices for Deliverable(s)**

Prices are fixed for all Deliverable(s) and for all of the associated payment milestones and amounts.

#### **2.2.2 Payment Deadlines**

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

#### **2.2.3 Invoicing and Payment – In General [Deleted, Not Applicable]**

#### **2.2.4 Pro-ration [Deleted, Not Applicable]**

#### **2.2.5 Final Payment and Waivers**

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

#### **2.2.6 Electronic Payment Requirement**

As required by MCL 18.1283a, the Contractor must electronically register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer (EFT) payments.

#### **2.2.7 Employment Taxes**

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

#### **2.2.8 Sales and Use Taxes**

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.



## **2.3 Contract Administration**

### **2.3.1 Issuing Office**

This Contract is issued by DTMB-Purchasing Operations on behalf of Michigan Department of Transportation, hereinafter known as MDOT. **DTMB-Purchasing Operations is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Purchasing Operations for this Contract is:

Department of Technology, Management and Budget  
Purchasing Operations  
Attn: Lymon C. Hunter, CPPB  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-1145  
[HunterL@Michigan.gov](mailto:HunterL@Michigan.gov)

### **2.3.2 Contract Compliance Inspector**

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Tim Croze  
Michigan Department of Transportation  
Maintenance Support Area  
6333 Old Lansing Rd.  
Lansing, Mi 48917  
[crozet@michigan.gov](mailto:crozet@michigan.gov)  
Phone: (517) 322-3394  
Fax: (517) 322-3385

### **2.3.3 Project Manager– [Deleted, Not Applicable]**

### **2.3.4 Contract Changes**

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

(b) The State or the Contractor may propose changes to the Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Purchasing Operations will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (Contract Change Notice).

(c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change.

### **2.3.5 Price Changes[Deleted, Not Applicable]**



### **2.3.6 Notices**

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan  
DTMB-Purchasing Operations  
Attention: Lymon C. Hunter, CPPB  
PO Box 30026  
530 West Allegan  
Lansing, MI 48909  
HunterL@michigan.gov  
Fax: 517.335.0046

If to Contractor:

The Detroit Salt Company  
Martha Geyer  
12841 Sanders  
Detroit, MI 48217  
mgeyer@detroitsalt.com  
Fax: 313.841.0466

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

### **2.3.7 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.

### **2.3.8 Assignments**

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

### **2.3.9 Equipment**

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

### **2.3.10 Facilities [Deleted, Not Applicable]**





## **2.4 Contract Management**

### **2.4.1 Contractor Personnel Qualifications**

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

### **2.4.2 Contractor Key Personnel– [Deleted, Not Applicable]**

### **2.4.3 Removal or Reassignment of Personnel at the State's Request– [Deleted, Not Applicable]**

### **2.4.4 Contractor Personnel Location– [Deleted, Not Applicable]**

### **2.4.5 Contractor Identification– [Deleted, Not Applicable]**

### **2.4.6 Cooperation with Third Parties– [Deleted, Not Applicable]**

### **2.4.7 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

### **2.4.8 Contractor Return of State Equipment/Resources– [Deleted, Not Applicable]**

### **2.4.9 Background Checks– [Deleted, Not Applicable]**

### **2.4.10 Compliance With State Policies– [Deleted, Not Applicable]**

## **2.5 Subcontracting by Contractor– [Deleted, Not Applicable]**

### **2.5.1 Contractor Responsible– [Deleted, Not Applicable]**

### **2.5.2 State Approval of Subcontractor– [Deleted, Not Applicable]**

### **2.5.3 Subcontract Requirements– [Deleted, Not Applicable]**

### **2.5.4 Competitive Selection– [Deleted, Not Applicable]**

## **2.6 Reserved**

## **2.7 Performance**

### **2.7.1 Time of Performance**

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

### **2.7.2 Service Level Agreements [Deleted, Not Applicable]**



### **2.7.3 Liquidated Damages– [Deleted, Not Applicable]**

#### **2.7.4 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

### **2.8 Acceptance of Deliverable(s) – [Deleted, Not Applicable]**

#### **2.8.1 Quality Assurance**

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

#### **2.8.2 Delivery Responsibilities– [Deleted, Not Applicable]**

#### **2.8.3 Process for Acceptance of Deliverable(s) – [Deleted, Not Applicable]**

#### **2.8.4 Acceptance of Deliverable(s) – [Deleted, Not Applicable]**

#### **2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]**

#### **2.8.6 Process for Approval of Services [Deleted, Not Applicable]**

#### **2.8.7 Final Acceptance[Deleted, Not Applicable]**

### **2.9 Ownership [Deleted, Not Applicable]**





## **2.10 State Standards [Deleted, Not Applicable]**

## **2.11 Confidentiality**

### **2.11.1 Confidential Information[Deleted, Not Applicable]**

### **2.11.2 Protection and Destruction of Confidential Information[Deleted, Not Applicable]**

### **2.11.3 Exclusions[Deleted, Not Applicable]**

### **2.11.4 No Obligation to Disclose[Deleted, Not Applicable]**

### **2.11.5 Security Breach Notification[Deleted, Not Applicable]**

## **2.12 Records and Inspections**

### **2.12.1 Inspection of Work Performed**

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

### **2.12.2 Retention of Records**

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **2.12.3 Examination of Records**

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

### **2.12.4 Audit Resolution**

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

### **2.12.5 Errors**

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.



## **2.13 Warranties**

### **2.13.1 Warranties and Representations[Deleted, Not Applicable]**

#### **2.13.2 Warranty of Merchantability**

The Deliverable(s) provided by the Contractor must be merchantable.

#### **2.13.3 Warranty of Fitness for a Particular Purpose**

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

#### **2.13.4 Warranty of Title**

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

### **2.13.5 Equipment Warranty[Deleted, Not Applicable]**

#### **2.13.7 Prohibited Products**

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contract, unless DTMB-Purchasing Operations has approved a change order under Section 2.3.4, Contract Changes.

#### **2.13.8 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

## **2.14 Insurance**

### **2.14.1 Liability Insurance**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or



indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked  below:

**(A) Commercial General Liability Insurance**

Minimal Limits:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations;

\$2,000,000 Products/Completed Operations Aggregate Limit;

\$1,000,000 Personal & Advertising Injury Limit; and

\$1,000,000 Each Occurrence Limit.

\$500,000 Fire Damage Limit (any one fire)

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

\$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

**(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

\$1,000,000 Per Accident



Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

**(F) Employers Liability Insurance**

Minimal Limits:

- \$100,000 Each Accident;
- \$100,000 Each Employee by Disease
- \$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

**2.14.2 Subcontractor Insurance Coverage**

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

**2.14.3 Certificates of Insurance and Other Requirements**

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Purchasing Operations. The notice to the Director of DTMB-Purchasing Operations must include the applicable Contract or Purchase Order number.



## **2.15 Indemnification**

### **2.15.1 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

### **2.15.2 Code Indemnification [Deleted, Not Applicable]**

### **2.15.3 Employee Indemnification [Deleted, Not Applicable]**

### **2.15.4 Patent/Copyright Infringement Indemnification**

(a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

### **2.15.5 Continuing Obligation [Deleted, Not Applicable]**

### **2.15.6 Indemnification Procedures**

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.





(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

#### **2.15.7 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

### **2.16 Termination by the State**

#### **2.16.1 Notice and Right to Cure**

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### **2.16.2 Termination for Cause**

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.



(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

### **2.16.3 Termination for Convenience**

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFQ issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

### **2.16.4 Termination for Non-Appropriation**

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

### **2.16.5 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a State, public, or private Contract or subcontract.

### **2.16.6 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

### **2.16.7 Rights and Obligations upon Termination**

- (a) If the State terminates this Contract for any reason, the Contractor must:
- (i) stop all work as specified in the notice of termination;
  - (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
  - (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
  - (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided



to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);

(v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and

(vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

### **2.16.8 Reservation of Rights**

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

### **2.16.9 Contractor Transition Responsibilities**

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 60 days from the date of termination. The Contractor must provide any required reports and documentation.

### **2.16.10 Transition Payments**

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

## **2.17 Termination by the Contractor**

### **2.17.1 Termination**

If the State breaches the Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates the Contract.

## **2.18 Stop Work**





### **2.18.1 Stop Work Order**

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

### **2.18.2 Termination of Stop Work Order**

The Contractor must resume work if the State terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contract Changes.

### **2.18.3 Allowance of the Contractor's Costs**

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.

## **2.19 Reserved**

## **2.20 Dispute Resolution [Deleted, Not Applicable]**

### **2.20.1 General [Deleted, Not Applicable]**

### **2.20.2 Informal Dispute Resolution [Deleted, Not Applicable]**

### **2.20.3 Injunctive Relief [Deleted, Not Applicable]**

### **2.20.4 Continued Performance [Deleted, Not Applicable]**

## **2.21 Disclosure Responsibilities**

### **2.21.1 Disclosure of Litigation**

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.



(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

### **2.21.2 Other Disclosures**

The Contractor must notify DTMB-Purchasing Operations within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

### **2.21.3 Call Center Disclosure [Deleted, Not Applicable]**

## **2.22 Extended Purchasing**

### **2.22.1 MiDEAL Requirements**

- (a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.
- (b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.
- (c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

### **2.22.2 State Administrative Fee**

The Contractor must pay an Administrative Fee on the sales transacted under this Contract including MDOT, other State agencies, and local units of governments. For Early Fill, the Contractor must remit the Administrative Fee in U.S. dollars by December 31, 2011. The Administrative Fee equals **\$.05 per ton** of the total sales. For Seasonal Backup, the Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period, which begins October 1<sup>st</sup> of each year during the Contract period. The Administrative Fee equals **\$.05 per ton** of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State Contact Number, report amount(s), and reporting period covered.

Checks for payment of user fees/rebate payments to the State should be made payable to the State of Michigan and sent to:

**Department of Technology, Management and Budget**

Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut Street  
P.O. Box 30681  
Lansing, MI 48909

Please make check payable to: Treasurer, State of Michigan

In addition, reports shall be submitted to the Buyer for the period covered by the check. The report shall include the date of the check, amount of the check, and the volume of sales the user fees/rebate is based upon for both the State of Michigan and MiDEAL (Local Units of Government) members.

**2.22.3 State Employee Purchase Requirements [Deleted, Not Applicable]****2.23 Laws****2.23.1 Governing Law**

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

**2.23.2 Compliance with Laws**

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

**2.23.3 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

**2.23.4 Nondiscrimination**

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

**2.23.5 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.



**2.23.6 Environmental Provision [Deleted, Not Applicable]**

**2.23.7 Freedom of Information**

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

**2.23.8 Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable]**

**2.23.9 Prevailing Wage [Deleted, Not Applicable]**

**2.23.10 Abusive Labor Practices [Deleted, Not Applicable]**

**2.24 General Provisions**

**2.24.1 Bankruptcy and Insolvency [Deleted, Not Applicable]**

**2.24.2 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFQ and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

**2.24.3 Contract Distribution**

DTMB-Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Purchasing Operations.

**2.24.4 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

**2.24.5 Website Incorporation**

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

**2.24.6 Future Bidding Preclusion [Deleted, Not Applicable]**

**2.24.7 Antitrust Assignment [Deleted, Not Applicable]**

**2.24.8 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

**2.24.9 Legal Effect**

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

**2.24.10 Entire Agreement [Deleted, Not Applicable]**

**2.24.11 Order of Precedence**

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
- (f) Bidder Responses contained in any of the RFQ documents.

**2.24.12      Headings**

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

**2.24.13      Form, Function and Utility**

If this Contract is for statewide use, but the Deliverable(s) does not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the Deliverable(s) from another source.

**2.24.14      Reformation and Severability**

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

**2.24.15      Approval**

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

**2.24.16      No Waiver of Default**

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

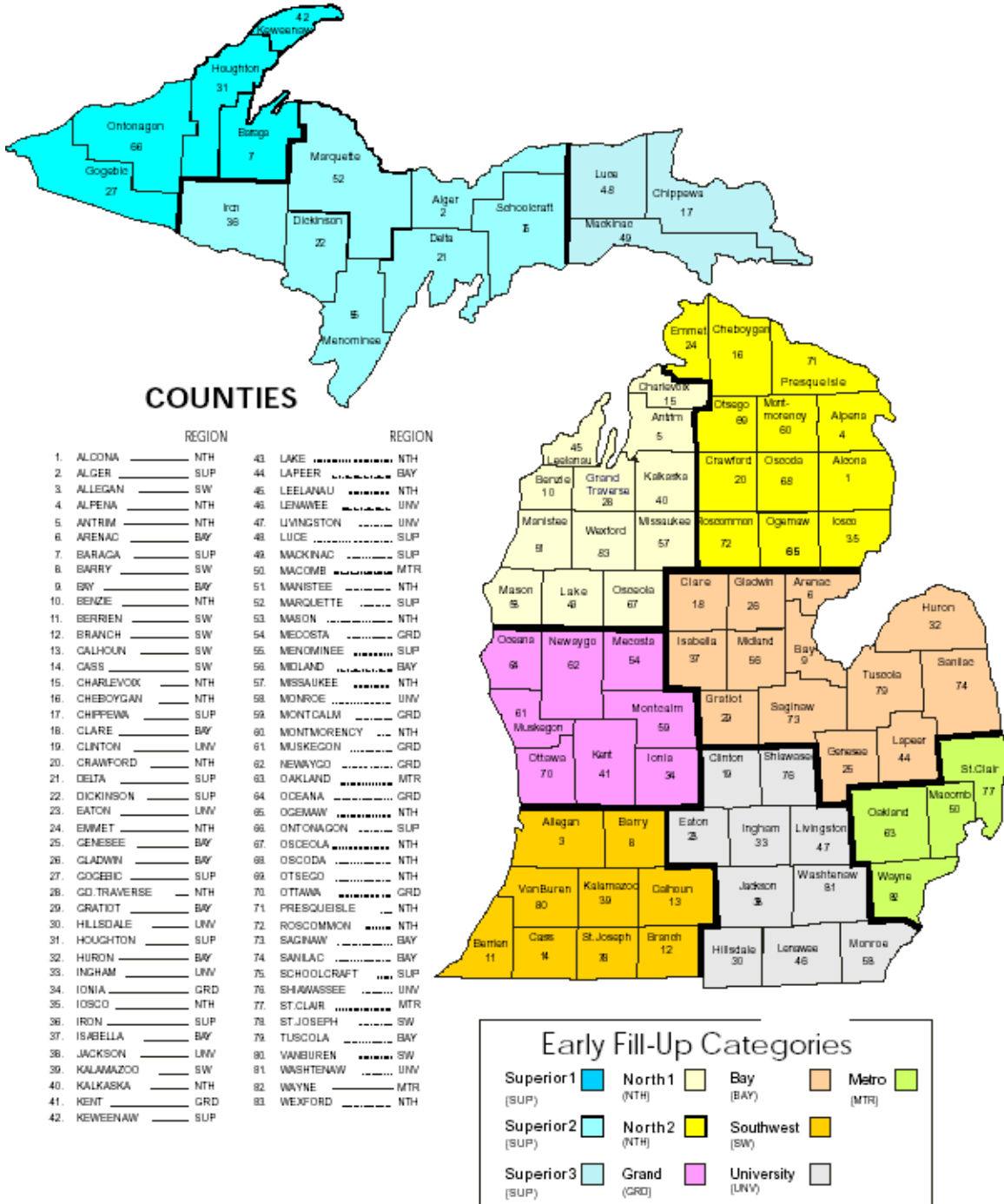
**2.24.17      Survival**

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



Attachment A

# Salt, Bulk Rock, Early Fill-Up Category Map



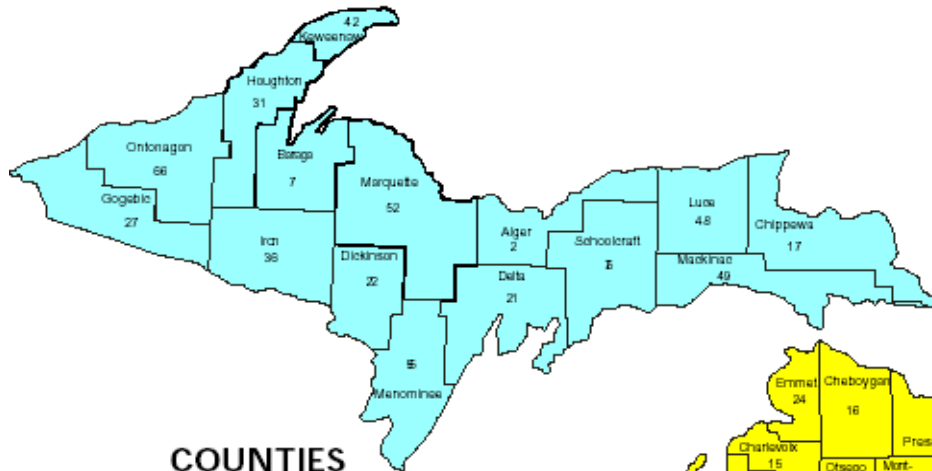
Prepared by RT - Specialized Technology  
Revised April 2001





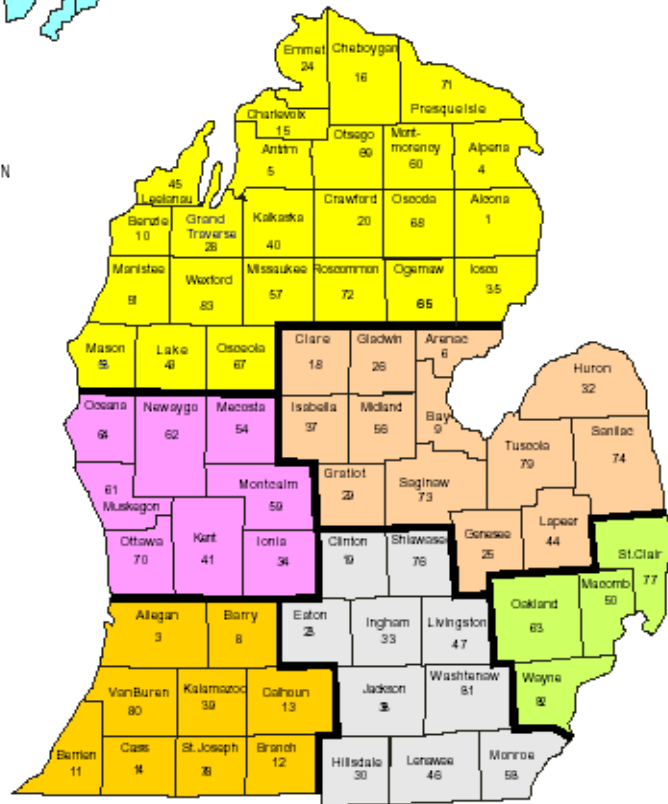
Attachment B

# Salt, Bulk Rock, Seasonal Backup Category Map



## COUNTIES

REGION	REGION
1. ALCONA _____ NTH	43. LAKE _____ NTH
2. ALGER _____ SUP	44. LAPEER _____ BAY
3. ALLEGAN _____ SW	45. LEELANAU _____ NTH
4. ALPENA _____ NTH	46. LENAWEE _____ UNW
5. ANTRIM _____ NTH	47. LIVINGSTON _____ UNW
6. ARENAC _____ BAY	48. LUCE _____ SUP
7. BARAGA _____ SUP	49. MACKINAC _____ SUP
8. BARRY _____ SW	50. MACOMB _____ MTR
9. BAY _____ BAY	51. MANISTEE _____ NTH
10. BENZIE _____ NTH	52. MARQUETTE _____ SUP
11. BERREN _____ SW	53. MASON _____ NTH
12. BRANCH _____ SW	54. MEOCOSTA _____ GRD
13. CALHOUN _____ SW	55. MENOMINEE _____ SUP
14. CASS _____ SW	56. MIDLAND _____ BAY
15. CHARLEVOIX _____ NTH	57. MISSAUKEE _____ NTH
16. CHEBOYGAN _____ NTH	58. MONROE _____ UNW
17. CHIPPEWA _____ SUP	59. MONTCALM _____ GRD
18. CLARE _____ BAY	60. MONTMORENCY _____ NTH
19. CLINTON _____ UNW	61. MUSKOGON _____ GRD
20. CRAWFORD _____ NTH	62. NEWAYGO _____ GRD
21. DELTA _____ SUP	63. OAKLAND _____ MTR
22. DICKINSON _____ SUP	64. OCEANA _____ GRD
23. EATON _____ UNW	65. OCEMAW _____ NTH
24. EMMET _____ NTH	66. ONTONAGON _____ SUP
25. GENESEE _____ BAY	67. OSCEOLA _____ NTH
26. GLADWIN _____ BAY	68. OSCODA _____ NTH
27. GOCEBIC _____ SUP	69. OTSEGO _____ NTH
28. GO TRAVERSE _____ NTH	70. OTTAWA _____ GRD
29. GRATIOT _____ BAY	71. PRESQUEISLE _____ NTH
30. HILLSDALE _____ UNW	72. ROSCOMMON _____ NTH
31. HOUGHTON _____ SUP	73. SAGINAW _____ BAY
32. HURON _____ BAY	74. SANILAC _____ BAY
33. INGHAM _____ UNW	75. SCHOOLCRAFT _____ SUP
34. IONIA _____ GRD	76. SHAWASSEE _____ UNW
35. IOSCO _____ NTH	77. ST. CLAIR _____ MTR
36. IRON _____ SUP	78. ST. JOSEPH _____ SW
37. ISABELLA _____ BAY	79. TUSCOLA _____ BAY
38. JACKSON _____ UNW	80. VANBUREN _____ SW
39. KALAMAZOO _____ SW	81. WASHTENAW _____ UNW
40. KALKASKA _____ NTH	82. WAYNE _____ MTR
41. KENT _____ GRD	83. WEXFORD _____ NTH
42. KEWEENAW _____ SUP	



### Seasonal Backup Categories

Superior (SUP)	Bay (BAY)	Metro (MTR)
North (NTH)	Southwest (SW)	
Grand (GRD)	University (UNW)	

Prepared by: F. Specialized Technology  
 Revised: April 2001



Attachment C – 1 page

MICHIGAN DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS FOR SODIUM CHLORIDE

8.20 (7) P.O.

**Description:**

These specifications cover salt, bulk rock, sodium chloride to be used for ice and snow removal and control.

**General Requirements:**

The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

**Chemical Composition:**

Sodium Chloride (NaCl), Minimum, percent ..... 95.00 %

**Gradation:**

<u>Sieve size</u>	<u>Percent passing</u>
1/2 inch .....	100 %
3/8 inch .....	95 - 100 %
No. 4 .....	90 % maximum
No. 8 .....	60 % maximum
No. 30 .....	15 % maximum

Material passing the No. 30 sieve in excess of 15% will be deducted from the delivered weight of the salt. Any Material remaining on the 1/2" sieve will be deducted from the delivered weight of the salt

**Moisture Content:**

Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

**Acceptance of Material:**

The producer shall provide material certification, as defined in the attached Michigan Department of Transportation General Materials Certification Procedures, that the material furnished meets the requirements of these specifications for sodium chloride. MDOT reserves the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.





## Attachment D – 5 Pages

## MICHIGAN DEPARTMENT OF TRANSPORTATION

GENERAL MATERIALS CERTIFICATION

07-15-91

Rev. 05-01-94

**1. Scope**

- 1.1 M•DOT allows some highway materials to be accepted by the Engineer on the basis of the supplier's written certification that all applicable specifications are met. There are different types of certifications required depending on the type of material; the impact of the material on the safety and integrity of the project; and the experience of M•DOT and other agencies with the material.
- 1.2 Certifiable materials are designed in Section A of the Materials Sampling Guide under "Basis of Acceptance".
- 1.3 Sections 1-7 of these general procedures apply to all manufacturers and distributors of certifiable materials. Sections 8-10 cover procedures which apply only to manufacturers and distributors who have been given the privilege of certifying specific materials which would otherwise be tested on a job by job basis. These manufacturers and distributors have established a record of providing specifications materials and are continually evaluated.
- 1.4 Where necessary, additional detailed procedures have been written to cover certification of individual materials. These detailed procedures follow the general material certification procedures in this manual.

**2. General**

- 2.1 The Construction and Technology Support Area, District Support Unit is responsible for overseeing the materials certification program including issuing and withdrawing certification privileges based on Support Area and District recommendations.
- 2.2 It is the contractor's responsibility to ensure that all certifications for material to be incorporated into the project are accurate and are delivered as required by § 6.3.
- 2.3 When used in these procedures, manufacturer refers to a producer or fabricator of highway materials with control over the quality, workmanship and handling of material shipped to an M•DOT project.
- 2.4 When used in these procedures, distributor refers to a supplier or broker of highway materials who has no control, other than through careful handling, over the quality and workmanship of material shipped to an M•DOT project.
- 2.5 When used in these procedures, Approved Certifier refers to a manufacturer who has submitted quality control documentation and /or material samples for evaluation and who has been given status in accordance with § 8 to certify specific materials.
- 2.6 When used in these procedures, Approved Recertifier refers to a distributor who has been given status in accordance with § 9 to recertify specific materials which are manufactured by Approved Certifiers.
- 2.7 A certifier's status as a manufacturer of a given material takes precedence over status as a distributor of that material when interpreting these procedures.



### **3. Types of Certification**

#### **3.1 Type "A" certification consist of all of the following:**

- 3.1.1 Laboratory test report(s) for samples obtained from the lot(s) of material represented by the certification and tested according to applicable specifications.
- 3.1.2 A list of all applicable specifications (ASTM, AASHTO, M•DOT or other designations as appropriate) which the material is certified to meet.
- 3.1.3. Any applicable specification modifier such as Class, Grade, Type, etc.
- 3.1.4. A notarized statement, signed by a responsible representative of the manufacturer or distributor, that the material resented by the certification meets all listed specification requirements.

#### **3.2 Type "B" has been "deleted."**

#### **3.3 Type "C" certification is a notarized statement prepared by the manufacturer certifying that the material in the shipment conforms to the same formula and/or is essentially the same material previously approved by the Department.**

#### **3.4 Type "D" certification consists of all of the following:**

- 3.4.1 A list of all applicable specifications (ASTM, AASHTO, M•DOT or other designations as appropriate) which the material is certifies to meet.
- 3.4.2 Any applicable specification modifier such as Class, Grade, Type etc.
- 3.4.3 A notarized statement, signed by a responsible representative of the manufacturer or distributor, that the material represented by the certification meets all listed specification requirements.
- 3.4.4 If material is certified by a distributor or an Approved Recertifier the manufacturer's name must be included on the certification.

#### **3.5 Type "E" certification is prepared by a fabricator to cover a composite item incorporating two or more materials which have been previously approved on an individual basis for M•DOT projects, but lose their identity when they are incorporated into the composite item. All materials used in the fabrication of the item must be listed and identified. The notarized certification statement must state that all materials used in the fabrication of the item were previously approved for state use. The fabricator is required to supply test results and/or other pertinent identifying records for the individual materials incorporated into the composite item unless otherwise directed. Composite items requiring a Type "E" certification include signs, overhead sign structures, etc.**

### **4. Certification Verification Sampling and Testing**

#### **4.1 Material accepted on the basis of certification may be sampled and tested on a random basis by M•DOT representatives for the purpose of verifying the quality of the certified material.**

#### **4.2 Certification verification sampling in more detail in Section C-2 of this manual.**

### **5. Acceptance/Rejection of Certified Materials**

#### **5.1 Certified material will be accepted by the Engineer only when all applicable documentation requirements are met , and if visual inspection at the project site chows the workmanship and condition of the material to be satisfactory.**



5.2 If any laboratory reports submitted as part of a Type “A” certification or resulting from the testing of certification verification samples indicate that a critical parameter falls outside specification limits by a significant amount, the Construction and Technology Support Area may recommend that the certified material be rejected. Prior to rejection of the material an investigation of circumstances will be made. This may include consultation with M•DOT Construction, Design, Traffic and Safety, or Maintenance Support Areas and the Engineer.

## **6. Certification Documentation**

6.1 Where more than one piece of paper is included in the certification document, all pages must be numbered

( \_\_\_\_ of \_\_\_\_ ) and include project numbers in order to reunite them should they become separated.

6.2 All certified material must be tagged, stenciled, stamped, or otherwise identified to allow the material to be easily recognized and checked against the certification. Certified material will not be incorporated in the work or paid for until satisfactory documentation has been received by the Engineer.

6.3 An original and two complete copies of all certification documents must be furnished to M•DOT. Each must contain the appropriate information specified in § 3 in addition to the following:

6.3.1 Project Number (Control Section/Job Number).

6.3.2 Date of Shipment.

6.3.3 Name of Contractor.

6.3.4 Name of Material (M•DOT designation).

6.3.5 Identification markings on shipment as required by § 6.2.

6.3.6 Quantity of material represented by the certification.

6.4 Certifications must be distributed as follows:

6.4.1 The original and one copy must accompany the shipment or be delivered to the Engineer (Engineer to forward the copy to District Materials Supervisor).

6.4.2 One copy must be mailed, on date of shipment, to:

Construction and Technology Support Area  
Michigan Department of Transportation  
P.O. Box 30049  
Lansing, MI 48909

## **7. Withdrawal and Reinstatement of Certification Privileges**

7.1 Failure to comply with any applicable certification procedures is justification for withdrawal of certification privileges. A warning letter may be written to the certifier pointing out the failure and requesting action to rectify the problem.

7.2 Certification privileges may be withdrawn if the certified material deviates from specification requirements by a substantial amount in a critical aspect or if the material repeatedly fails to conform to specification requirements by any amount in any aspect.



- 7.3 Withdrawn certification privileges can be reinstated only if the certifier has corrected the identified deficiencies and has described the actions taken to prevent future shipment of nonconforming material. In the case of an Approved Certifier, testing of samples or review of other data may be required.
- 7.4 Additional requirements covering the withdrawal and reinstatement of certification privileges may be included in the detailed procedures for individual materials.

## **8. Approved Certifier/Recertifier Status**

- 8.1 Sections 8, 9, and 10 apply to manufacturers or distributors of materials which can only be certified by an Approved Certifier. These materials, which are otherwise tested on a job specific basis, are designated by an asterisk (\*) under "Basis of Acceptance" in Section A of the Materials Sampling Guide. Lists of materials which are allowed to be certified only by Approved Certifiers and manufacturers who have been given this status are included in Section C of the Materials Sampling Guide. Distributors who have been approved or recertify materials manufactured by Approved Certifiers are also listed in Sections C.
- 8.2 Approved Certifiers and Approved Recertifiers shall maintain quality control records and material certificates for a period of two years after the date of shipment for all material supplied on the basis of certification to M•DOT projects. These records must be made available to M•DOT representatives upon request.
- 8.3 Approved Certifiers and Approved Recertifiers must agree, in writing, to comply with all general certification requirements in addition to applicable procedures covering individual materials.

## **9. Application for Approved Certifier Status**

- 9.1 The manufacturer of the material to be certified must contact the Construction and Technology Support Area District Support Unit in writing to request consideration for Approved Certifier status. requests must include the following information:
  - 9.1.1 Specific name of the material to be certified (M•DOT designation).
  - 9.1.2 Specific AASHTO, ASTM, M•DOT Standard Specification or other specification covering the material.
  - 9.1.3 Manufacturer's quality control procedure for the material. This can be a narrative description or a formal procedures manual.
  - 9.1.4 Quality control test reports for the material covering a minimum of 20 production runs. Acceptance test reports for materials used on M•DOT projects or independent laboratory test results are acceptable.
  - 9.1.5 Names of other state DOT's using the material.
  - 9.1.6 Sample of the material if requested.
  - 9.1.7 Sample certification form to be used when supplying material.
- 9.2 The evaluations which follows will include a review of M•DOT's experience with the material and the manufacturer to determine if it is appropriate to allow certification of the material; a review of the quality control program and test reports to verify that the manufacturer is capable of producing uniform material which consistently meets established specifications; contacting other agencies to determine their experience with the material and the manufacturer.



- 9.3 If the review indicates an adequate quality level, the Department will permit certification on a provisional basis. During the time of provisional certification, the frequency of certification verification sampling by M•DOT will be increased. Assuming that these samples continue to meet M•DOT specifications, certification will be allowed on a continuing basis.

**10. Approved Recertifier Status**

- 10.1 Once a manufacturer has been given Approved Certifier status for a material, a distributor may request approval to supply that material based on recertification. This request must be made, in writing, to the Construction and Technology Support Area, District Support Unit.
- 10.2 The following modifications to the requirements of § 6 are applicable when an Approved Certifier supplies material through an Approved Recertifier.
- 10.2.1 The certification from the Approved Certifier to the Approved Recertifier is not required to show a Project Number.
- 10.2.2 When any portion of this material is shipped, without modification, to a project the Approved Recertifier must issue a distributor's certification which states that the material represented is the same material covered by the approved certifier's certification.
- 10.2.3 A copy of the Approved Certifier's material certification must be attached to the distributor's certification.
- 10.3 If the Approved Recertifier has had additional processing performed on the material subsequent to receiving it from the Approved Certifier, the material is no longer covered by the Approved Certifier's certification. The processed material must be independently approved for certification by M•DOT on the basis of testing and/or inspection.



**Attachment G**  
**MDOT Salt Sheds -Delivery Locations (11 Pages)**

Inside Delivery	Region	County	Ship To Location
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	ARENAC	COUNTY RD. COMM. 4295 W. M-61, STANDISH (989)846-2553
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	BAY	COUNTY RD. COMM. 2600 E. BEAVER RD., KAWKAWIN (989)686-4610
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	BAY	EAST DISTRICT GARAGE 1810 ERWIN NEARING DRIVE, BAY CITY (989)892-4681
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	BAY	NORTH DISTRICT GARAGE 1383 E. PINCONNING RD., PINCONNING (989)879-3761
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	CLARE	COUNTY RD. COMM. MANNSINDING RD., HARRISON (989)539-2151
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	GLADWIN	COUNTY RD. COMM. 301 STATE ST., GLADWIN (989)426-7441
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	GRATIOT	COUNTY RD. COMM. 920 E. CENTER ST., ITHACA (989)875-3811
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	BAD AXE GARAGE 417 S. HANSELMAN, BAD AXE (989)269-6404
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	HURON	KINDE 45 W. KINDE RD. (989)269-6404
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	PIGEON 7405 WEALE PIGEON (989)269-6404
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	PORT HOPE 8019 PORTLAND ST. PORT HOPE (989)269-6404
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	SAND BEACH GARAGE 9 RUTH RD, HARBOR BEACH 989)269-6404



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	SEBEWAING 9579 SEBEWAING RD., SEBEWAING (989)269-6404
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	ISABELA	MDOT GARAGE 1212 CORPORATE DRIVE, MT. PLEASANT (989)773-3532
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	MIDLAND	COUNTY RD. COMM. 2334 N. MERIDIAN, SANFORD (989)687-9060
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	SAGINAW	MDOT GARAGE 3502 E. WASHINGTON AVE., SAGINAW (989)755-1197
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SAGINAW	MDOT GARAGE 1459 SOUTH GRAHAM M-52, SAGINAW (989)781-2310
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	CARSONVILLE 258 S.MAIN ST., CARSONVILLE (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	CEDARDALE 5505 N. RUTH RD., DECKERVILLE (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	CROSWELL 5530 LANCASTER, CROSWELL (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	PECK 2411 PECK RD., BROWN CITY (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	SANDUSKY 1600 S. SANDUSKY RD., SANDUSKY (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	SHABBONA 4087 N. DECKER RD., SNOVER (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	TUSCOLA	AKRON 4387 BEACH ST., AKRON (989)673-2128
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	TUSCOLA	COUNTY RD. COMM. 1733 S. MERTZ RD., CARO (989)673-2128



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	TUSCOLA	DEFORD 5832 BRUCE ST., DEFORD (989)673-2128
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	TUSCOLA	VASSAR 430 KITELINGER RD., VASSAR (989)673-2128
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	IONIA	COUNTY RD. COMM. 168 E. RIVERSIDE, IONIA (616)527-1700
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	IONIA	JORDAN LAKE 7081 JORDAN LAKE RD., SARANAC (616)527-1700
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MECOSTA	COUNTY RD. COMM. 120 N. DEKRAFT, BIG RAPIDS (231)796-2611
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MECOSTA	MORLEY 19675 JEFFERSON RD., MORLEY (231)796-2611
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MECOSTA	REMUS 2945 AURTHUR RD., REMUS (231)796-2611
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	MONTCALM	COUNTY RD. COMM. 619 W. MAIN, STANTON (989)831-5285
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MONTCALM	GREENVILLE 8734 PECK RD., GREENVILLE (989)831-5285
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MONTCALM	HOWARD CITY 17700 EDMORE RD., HOWARD CITY (989)831-5285
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	NEWAYGO	COUNTY RD. COMM. 935 ONE MILE RD., WHITE CLOUD (616)689-6682
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	OCEANA	COUNTY RD. COMM. 107 PLK RD., HART (231)873-4226
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	OCEANA	COUNTY RD. COMM. 100 WEST M20, (231)873-4226





Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MACKINAC BRIDGE AUTHORITY	MACKINAC	MACKINAC BRIDGE AUTHORITY 333 I-75 (906)643-7600
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	METRO	ST. CLAIR	BLUE WATER BRIDGE 1410 ELMWOOD, PORT HURON (248)984-4482
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	METRO	Wayne	MDOT (DETROIT MAINT GARAGE #2 1500 EAST FERRY ST., DETROIT, MI (313) 967-5432
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ALCONA	COUNTY RD. COMM. 301 N. LAKE ST., LINCOLN (989)736-8168
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ALPENA	COUNTY RD. COMM. 1400 N. BAGLEY ST., ALPENA (989)354-3252 EXT 227 GLENN
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	ANTRIM	CENTRAL LAKE 1762 S. MAIN (M-88) (231)587-8521
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	ANTRIM	COUNTY RD. COMM. 319 E. LINCOLN ST., MANCERONA (231)587-8521
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	ANTRIM	KEWADIN 13796 WINTERS RD., ELK RAPIDS (231)587-8521
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	ATLANTA	MDOT GARAGE 4000 EAST M-32, ATLANTA (989)785-3514
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	BENZIE	COUNTY RD. COMM. 11318 MAIN ST., HONOR (231)325-3051
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	CHARLEVOIX	COUNTY RD. COMM. 1251 BOYNE AVE., BOYNE CITY (231)582-7330
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	CHARLEVOIX	IRONTON 11705 SHAW RD., CHARLEVOIX (231)582-7330
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	CHEBOYGAN	COUNTY RD. COMM. 729 N. MAIN ST., CHEBOYGAN (231)238-7775



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	CHEBOYGAN	5302 S. STRAITS HWY INDIAN RIVER (231)238-7775
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	CHEBOYGAN	TOWER (231)238-7775
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	CRAWFORD	COUNTY RD. COMM. 500 HURON ST., GRAYLING (989)348-2281
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	EMMET	6227 E. LEVERING RD., LEVERING (231)347-8142
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	EMMET	COUNTY RD. COMM. 2265 E. HATHAWAY, HARBOR SPINGS (231)347-8142
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	GRAND TRAVERSE	COUNTY RD. COMM. 1881 LAFRAINER RD. TRAVERSE CITY (231)922-4848 EXT. 101
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	GRAND TRAVERSE	KINGSLEY M-113 (231)922-4848
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	IOSCO	COUNTY RD. COMM. 3939 M-55, TAWAS CITY (989)362-4433
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	IOSCO	OSCODA GARAGE 554 FORREST RD., OSCODA (989)362-4433
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	KALKASKA	MDOT GARAGE 809 N. BIRCH, RT.4, KALKASKA (231)258-5611
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	LAKE	COUNTY RD. COMM. 1180 N. MICHIGAN AVE., BALDWIN (231)745-4666
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	LEELANAU	COUNTY RD. COMM. 10550 E. ECKERLE RD., SUTTONS BAY (231)271-3993 EXT 22
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	LEELANAU	MAPLE CITY 129 CHURCH ST. (231)271-3993 EXT 22



Inside Delivery	Region	County	Ship To Location
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MANISTEE	8946 CHIPPEWA HWY. BEAR LAKE (231)723-6522
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MARION	MDOT GARAGE 2897 SIXTEEN MILE RD., MARION (231)743-6831
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MASON	COUNTY RD. COMM. 510 E. STATE ST., SCOTTVILLE (231)757-2882
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MIO	MDOT GARAGE 305 WEST M-72, MIO (989)826-3663
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MISSAUKEE	COUNTY RD. COMM. 1199 N. MOREY, LAKE CITY (231) 839-4361
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	OGEMAW	BRANCH I-75 COOK RD. (989)345-0234
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	OGEMAW	COUNTY RD. COMM. 1250 S. M-33, WEST BRANCH (989)345-0234
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	OTSEGO	COUNTY RD. COMM. 669 W. MCCOY RD., GAYLORD (989)732-5202
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	PRESQUE ISLE	11472 MICHIGAN AVE., POSEN (989)766-2680
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	PRESQUE ISLE	19916 M-68, ONAWAY (989)733-8731
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	PRESQUE ISLE	COUNTY RD. COMM. 657 S. BRADLEY HIGHWAY, ROGERS CITY (989)734-2216
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	REED CITY	MDOT GARAGE 19424 US10, REED CITY (231)832-5322
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ROSCOMMON	COUNTY RD. COMM. 820 EAST WEST BRANCH RD. (M-55) PRUDENVILLE (989)366-0333



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ROSCOMMON	CR-105 (989)275-5181
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ROSCOMMON	HOUGHTON LAKE (989)366-0333
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ROSCOMMON	ROSCOMMON 601 S. MAIN ST. (989)366-0333
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	WEXFORD	COUNTY RD. COMM. 85 WEST M-115, BOON (231)775-9731
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	WEXFORD	COUNTY RD. COMM. CADILLAC (231)775-9731
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	ALLEGAN	MDOT GARAGE 5252 EAST M-89, FENNVILLE (269)561-6701 *FOR DOME
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	ALLEGAN	MDOT GARAGE 596 11TH ST., PLAINWELL (269)685-5350 *FOR DOME
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	BARRY	MDOT GARAGE 1300 E. QUIMBY RD., HASTINGS (269)945-3493
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	BERRIEN	MDOT GARAGE 5948 SAWYER RD., SAWYER (269)426-3700 *FOR DOME
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	BERRIEN	MDOT GARAGE 2200 EAST US-12, NILES (269)683-2855 *FOR DOME
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SOUTHWEST	BERRIEN	MDOT GARAGE 3880 RED ARROW RD., COLOMA (269)849-1162 *FOR DOME
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	BRANCH	MDOT GARAGE 34 N. MICHIGAN, COLDWATER (269)781-2894 ( <b><u>MUST SPECIFY DELIVERY IS FOR COLDWATER GARAGE WHEN CALLING THIS NUMBER.</u></b> )
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	CALHOUN	MDOT GARAGE 1242 S. KALAMAZOO AVE., MARSHALL (269)781-2894



Inside Delivery	Region	County	Ship To Location
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SOUTHWEST	CASS	MDOT GARAGE 61535 M-40, JONES (269)224-5808
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	KALAMAZOO	MDOT GARAGE 5673 WEST MAIN ST., KALAMAZOO (269)381-7331 *FOR DOME
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SOUTHWEST	VAN BUREN	MDOT GARAGE 09235 BLUE STAR MEM. HWY, SOUTH HAVEN (269)637-2408
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ALGER	COUNTY RD. COMM. M-77 , GRAND MARAIS (906)387-2042
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ALGER	LIMESTONE M-67, LIMESTONE (906)387-2042
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ALGER	MUNISING 324 W. MUNISING, MUNISING (906)387-2042
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	BARAGA	MDOT GARAGE 301 WINTER ST. L=ANSE (906)524-6124
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	BARAGA	SALT SHED SCHOOL ST., COVINGTON (906)524-6124
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	CHIPPEWA	COUNTY RD. COMM. M-48, GOETZVILLE (906)635-5295
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	CHIPPEWA	ECKERMAN M-28, ECKERMAN (906)635-5295
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	CHIPPEWA	SAULT STE MARIE 4139 MACKINAC TRAIL, SAULT STE MARIE (906)635-5295
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	DELTA	COUNTY RD. COMM. COUNTY RD. 426, WELLS (906)786-3200
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	DELTA	COUNTY RD. COMM. 9931 Y.25 ROAD, RAPID RIVER (906)786-3200



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	DICKINSON	COUNTY RD. COMM LINCOLN ST., QUINNESEC (906)774-1588
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	DICKINSON	FELCH SALT SHED W6370 M-69, IRON MOUNTAIN (906)774-1588
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	GOGEBIC	COUNTY RD. COMM. OLD US-2, WAKEFIELD (906)667-0233
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	GOGEBIC	MARENISCO 302 MAIN ST., MARENISCO (906)787-2273
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	GOGEBIC	WATERSMEET E23859 E. AVE., WATERSMEET (906)358-4575
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	HOUGHTON	HANCOCK-TO BE BUILT NEAR AIRPORT PARK. ADDRESS IS YET UNKNOWN
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	IRON	COUNTY RD. COMM. 708 W. FRANKLIN ST., IRON RIVER (906)265-4622
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	IRON	CRYSTAL FALLS 114 OSS RD. CRYSTAL FALLS (906)875-3151
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	KEWEENAW	COUNTY RD. COMM. 1916 4TH ST., MOHAWK (906)337-1610
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	LUCE	COUNTY RD. COMM. 423 W. MCMILLAN AVE., NEWBERRY (906)293-5741
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MACKINAC	MACKINAC CO. ROAD COMM. STATE RD. (OLD M-134), CEDARVILLE (906)643-8700
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MACKINAC	MDOT GARAGE M-117, ENGADINE (906)643-8700
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MACKINAC	MDOT GARAGE 500 FERRY LANE, ST. IGNACE (906)643-8700



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MARQUETTE	CHAMPION US-41 (906)486-8462 EXT. 300
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MARQUETTE	COUNTY RD. COMM. 1610 N. SECOND ST., ISHPEMING (906)486-8462 EXT. 300
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MARQUETTE	GWINN CO.RD. ELA (906)346-5411
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MARQUETTE	MARQUETTE CITY SALT SHED 850 WEST BARAGA AVE., MARQUETTE (906)486-4491 EXT 302
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MARQUETTE	REPUBLIC CO. RD. LO. AT M-95 (906)376-2224
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MARQUETTE	SKANDIA CO.RD. OB (906)942-7415
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MENOMINEE	COUNTY RD. COMM. US-2, POWERS (906)497-5234
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MENOMINEE	MENOMINEE 3224 10TH ST., MENOMINEE (906)863-3686
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MENOMINEE	STEPHENSON W5416 BELGIANTOWN RD., STEPHENSON (906)863-5100
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ONTONAGON	BERGLAND 5650 M-64 N., BERGLAND (906)575-3552
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ONTONAGON	BRUCE CROSSING 5346 W. M-28, BRUCE CROSSING (906)827-3433
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ONTONAGON	COUNTY RD. COMM. US-45, ONTONAGON (906)884-4650
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ONTONAGON	MASS CITY 1212 ADVENTURE AVE., MASS CITY (906)883-3303



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	SCHOOLCRAFT	COUNTY RD. COMM. EAST RD., MANISTIQUE (906)341-5634
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	SCHOOLCRAFT	SENEY M-28, SENEY (906)341-5634
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	CLINTON	CLINTON CO. RD. COMM 3536 S. US 27, ST. JOHNS (989)224-3274 EXT. 234
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	EATON	MDOT GARAGE 731 NORTH CANAL, GRAND LEDGE (517)627-3276
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	EATON	MDOT GARAGE 905 PAINE DRIVE, CHARLOTTE (517)543-7642
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	INGHAM	MDOT GARAGE 601 JEWETT RD., MASON (517)627-3276 ( <b><u>MUST SPECIFY DELIVERY IS FOR MASON GARAGE WHEN CALLING THIS NUMBER.</u></b> )
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	INGHAM	MDOT GARAGE 3737 EAST GRAND RIVER, WILLIAMSTON (517)521-3673
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	LENAWEE	MDOT GARAGE 2451 N. ADRIANHIGHWAY, ADRIAN (517)263-0564
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	LIVINGSTON	MDOT GARAGE 10102 EAST GRAND RIVER, BRIGHTON (810)229-4250
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	SHIAWASSEE	SHIAWASSEE CO. RD. COMM 701 W. CORUNNA AVE., CORUNNA (989)743-2228





Attachment I – 1 page

**SALT, BULK ROCK, EARLY FILL-UP & SEASONAL BACKUP**

**MATERIAL CERTIFICATION**

We, The Detroit Salt Company, by signing this material certification,  
(company name of vendor)

hereby verify that the salt to be provided is manufactured in accordance with, and will consistently

meet the attached State of Michigan specification, when tested at the various delivery points. If an

occasional delivery of salt does not meet the attached specification, specifically if material passing

through the No. 30 sieve exceeds 10% or the moisture content exceeds 1.5%, the amount of material

not meeting the specifications will be deducted from the delivered weight of the salt. Therefore it will

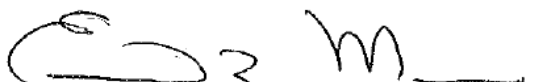
not be paid for as it is considered unusable by the state.

However, if the salt being delivered is CONSISTENTLY not meeting the attached specification,

as determined by the State of Michigan, the state reserves the right to deduct the amount not meeting

the specification as described above, impose and deduct an additional penalty equal to the amount of

the original deduction, cancel the contract, and restrict future bidding privileges for that vendor.

  
(Authorized Signature)

President  
(Title)

Attachment J – 3 pages

**FOR SEASONAL BACKUP ONLY:**

The Detroit Salt Company will charge a carrying fee of \$5.00 per ton to store, cover and screen (if necessary) any salt that has not been ordered by August 31, 2012. It is understood that carryover salt will be delivered by September 30, 2012 at which time invoicing for salt tonnages and handling fees will occur.



## Warrant 528 September 13, 2016

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
William C. Brown, P.C.	Professional services-8/3/16 - 8/31/16	General	\$12,509.64
Logicalis, Inc.	Network engineering services –August 2016	Various	\$ 7,056.00
Safebuilt, Inc.	Building department services-August 2016	General	\$11,600.00
		<b>Total</b>	<b>\$31,165.64</b>

**REVISED**  
**DEVELOPMENT AGREEMENT BETWEEN**  
**THE CITY OF OWOSSO AND CARGILL, INCORPORATED**

**THIS AGREEMENT ENTERED** into as of the date stated below is by and between the CITY OF OWOSSO, a Michigan municipal corporation (the "City"), and CARGILL, INCORPORATED, (the "Developer"). The Developer and City are hereinafter referred to collectively as the "Parties" and individually referred to interchangeably as a "Party," as the case may be.

**WITNESSETH**

**WHEREAS**, Developer wishes to construct in an I-1 Light Industrial District, a new animal nutrition processing facility in the City of Owosso, Shiawassee County Michigan. A copy of a Map and the legal description is attached hereto as Exhibit A and made part of this Agreement (collectively, the "Development Area"), in accordance with the Tax Incremental Finance District No. 17 Brownfield Plan, the City's Site Plan Review Standards and the requirements of the I-1 Light Industrial District from the City's Zoning Code.

**WHEREAS**, the City and the Developer have agreed to the scope and type of improvements and to obligations of each for the Development; and

**WHEREAS**, the City believes that the development more fully described in this Agreement and in the Preliminary Site/Development Plan so approved, will promote the revitalization and economic stability of the City.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the city of Owosso and the Developer agree as follows:

**1.0 PURPOSES AND DEFINITIONS**

1.01 **Purpose of Agreement.** The Parties have agreed upon a plan for the construction of a new animal nutrition processing facility located within the Development Area. The purpose of this Agreement is to formalize and record the understandings and undertakings of the Parties and to provide a framework within which the Development Area will take place consistent with the Brownfield Plan.

1.02 The terms listed below shall be defined for the purposes of this Agreement as follows:

- A. **City:** means the city of Owosso, a Michigan municipal corporation. The City may also be referred to as the city of Owosso.
- B. **Development:** means the overall construction of a new animal nutrition processing facility. The improvements include the construction of a production building and warehouse facility (76,221 sq. ft.), an office building (1,900 sq. ft.), three grain silos and liquid storage tanks. Additional site amenities include a rail spur, and perimeter roadways for site access. The facility will include a 29 space parking lot for employees, parking/staging area for five contract trucks and drivers, and an area to store six semi-trailers.
- C. **Development Area:** means the sum of all property legally described and depicted in Exhibit A, and constitutes the total boundaries of the project for which this Agreement is provided. The Development Area may also be referred to herein as the "Parcel."

- D. **Site Plan:** means the construction of a new animal nutrition processing facility. The improvements include the construction of a production building and warehouse facility (76,221 sq. ft.), an office building (1,900 sq. ft.), three grain silos and liquid storage tanks within the Development Area and other site improvements as approved by the City planning commission, per Sec. 38-390 Site Plan Review of the Owosso Zoning Code, on February 2, 2016. A Site Plan is attached hereto as Exhibit B and made part of this agreement. The City approvals are incorporated herein by reference as though more fully set forth and made part of this Agreement.
- E. **Developer:** means Cargill, Incorporated.
- F. **Minimum Annual Real Estate Tax Payment:** means the total amount of real estate taxes paid as stated on the annual tax bill issued by the city of Owosso, Michigan as it relates to the Development (currently known as Parcel 050-537-000-048-00.)
- G. **Parcel Value:** means the Assessed Value of the Parcel, determined by the City Assessor in accordance with the requirements of the General Property Tax Act, Act 206 of 1893.
- H. **Site Plan Review:** Section 38-390 of the Owosso Zoning Code which is incorporated herein by reference as though more fully set forth and made part of this Agreement.
- I. **Tax Increment:** means the additional Taxable Value for real estate tax assessment purposes created by the development identified in the Site Plan and described in this Agreement. The Tax Increment is the excess of the additional Taxable Value created for real estate tax assessment purposes over the base Taxable Value.

## 2.0 DESCRIPTION OF DEVELOPMENT

- 2.01 **Development Area.** The improvements within the Development Area will be the construction of a new animal nutrition processing warehouse as particularly described and depicted in the Site Plan and as approved by the city of Owosso planning commission, and will be built at the expense of the Developer.

## 3.0 UNDERTAKINGS OF THE PARTIES

- 3.01 **Undertakings of Developer.** The Developer agrees that it shall:
  - A. Obtain city approvals for the development as an I-1 Light Industrial District, Article X111, Sec. 38-291-295, and per the Site Plan Review requirements of Sec. 38-390, of the City's Zoning Code.
  - B. Substantially complete construction of a new animal nutrition processing warehouse within the Development Area per the Preliminary Site/Development Plan sufficient to create Tax Increment of Three Million (\$3,000,000.00) Dollars no later than December 31, 2017 as follows:
    - 1. In 2016-2017 the substantial construction of said warehouse, depicted in the approved Site Plan, building sufficient to create a tax increment of Three Million (\$3,000,000.00) Dollars of Taxable Value as December 31, 2017.
  - C. **Guarantees.** The real estate tax assessment for the parcel shall be determined through the Assessor's office based on land value plus the value of improvements upon issuance of an

occupancy permit for the development which shall become the assessed value effective December 31, 2017. In the event the annual real estate taxes levied for the land and improvements for the Development Area are less than one hundred sixty five thousand dollars [\$165,000], the Minimum Annual Real Estate Tax Payment, which could be higher or lower depending on the taxable value of the property, the City shall invoice the Developer for the difference which shall be due and payable by the Developer within 30 days of receipt of the invoice. If Developer fails to pay the invoice within thirty (30) days of billing from the City, then the City is authorized to place the amount of the invoice as a special charge together with statutory interest and penalties upon the tax roll for that subject parcel. The guarantee of Taxable Value and payment of a Minimum Annual Real Estate Tax Payment for the parcel shall remain the obligation of the Developer.

- 3.02 **Undertakings of the City**. By or before August 1, 2017, the City shall construct a new industrial access street connecting the Developer's property to N. Chipman Street and shall include: new road that will be (0.28 miles), new 8"-12" watermain (5,963 feet), new 12"-30" diameter storm sewer (1,803 feet) and structures; altogether with related improvement items. The road shall be constructed within the newly established public property acquired from Sonoco Protective Solutions, Inc. The City will extend a 12-inch (12") diameter watermain commencing at the 121 N. Chipman and North Chipman Street, then northerly and westerly alongside the Great Lakes Central Railroad, into the Developer's property, then build a connecting loop to the existing 12-inch diameter watermain across another Great Lakes Central Railroad crossing to the existing 12-inch diameter watermain at the intersection of Cleveland and Chestnut Streets. Another connecting loop will be built across the Developer's property to an existing 8-inch diameter watermain on King Street.

#### 4.0 MISCELLANEOUS

- 4.01 **Restrictions on Sale of the Development Area**. Without the express written consent of the City, any lands or parcels comprising the Development Area may not be sold, transferred or conveyed in any manner which would under law in effect on the date of this Agreement render any portion of the Development Area exempt from property taxation; provided, however, that the City's consent shall not be required in connection with the granting of any mortgage to finance or refinance lands or parcels comprising the Development Area or in connection with any sale or conveyance pursuant to or following any foreclosure (or acceptance of deed in lieu of foreclosure) of such mortgage. The covenants contained in this section shall bind and run with the lands and parcels comprising the Development Area.
- 4.02 **Utility Easements**. In the event additional easements are necessary for furtherance of the Development for utilities including but not limited to sewer, water, lighting, gas or electricity, Developer shall dedicate easements at no cost to the City.

#### 5.0 DEFAULT AND REMEDIES

- 5.01 **Notice of Default and Right to Cure**. If not so cured within said applicable period of time, the non-defaulting Party may exercise any right or remedy provided for herein or allowed under law.
- 5.02 **Developer Remedies**. Subject to the notice of default and opportunity to cure provisions of Section 5.01 hereof, in the event of any default in or breach of this Agreement by the City, the Developer may exercise any rights or remedies provided for by law or equity.

- 5.03 **City Remedies.** Subject to the notice of default and opportunity to cure provision of Section 5.01 hereof, in the event of a default in or breach of this Agreement by the Developer, the City may pursue such rights and remedies as may be provided for in law or equity.
- 5.04 **Waiver.** Any delay by a Party in instituting or prosecuting any action or proceedings or otherwise asserting its rights under this article shall not operate as a waiver of such rights or to deprive it of or to limit such rights in any way (it being the intent of these provisions that such Party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy providing in this Article because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the Project created by the default involved). No waiver in fact made by any Party with respect to any specific default by the other Party(ies) under this Article be considered or treated as the waiver of the rights of the non-defaulting Party with respect to any other defaults by such defaulting Party under this Article, or with respect to the particular default except to the extent specifically waived in writing.
- 5.05 **Rights and Remedies Cumulative.** The rights and remedies of each Party, whether provided by law, equity or provided by this Agreement, shall be cumulative; and the exercise of any one or more of such remedies shall not preclude the exercise at the same or different times of any other such remedies for the same event of default or breach or of any remedies for any other event of default or breach by either Party.
- 5.06 **Enforcement Costs.** In the event any proceeding is commenced as a result of a Party's default under this Agreement, the prevailing Party in such proceeding shall be entitled to recover its reasonable costs and expenses (including but not limited to reasonable attorney's fees) incurred in enforcing the terms of provisions of this Agreement.

## 6.0 ADDITIONAL PROVISIONS

- 6.01 **Headings.** Descriptive headings as used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 6.02 **Notice.** Any notice required under this Agreement shall be given in writing, signed by the Party giving notice, and personally delivered or mailed by first class mail, postage prepaid, to the Parties, and addressed as follows:

If to the City:

City of Owosso  
City Clerk  
301 W. Main Street  
Owosso, Michigan 48867

If to the Developer:

Cargill, Incorporated  
9380 Excelsior Boulevard – 7<sup>th</sup> Floor  
Hopkins, Minnesota 55343  
ATTN: Cargill Feed & Nutrition  
Facsimile No.: (952) 984-1420

With Copy to:

Cargill, Incorporated  
Law Department – MS 24

15407 McGinty Road West  
Wayzata, Minnesota 55391  
ATTN: CFN Business Attorney  
Facsimile No.: (952) 742-6349

Notice shall be deemed delivered, in the case of personal delivery on the date when personally delivered, or in the case of mail, on the date when said notice is deposited in the United States mail with sufficient postage to affect such delivery.

- 6.04 **Force Majeure.** If any Party hereto shall be materially delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of Acts of God, strikes or walk outs, unavailability of materials, failure of power, riots, insurrections, terrorist acts, the act or failure to act of another party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period of such delay provided that the Party whose performance is delayed, hindered, or prevented gives immediate written notice to the other Parties and takes all reasonable actions to overcome the condition affecting its performance as expeditiously as possible. At the request of any Party hereto, authorized representatives of all of the Parties to this Agreement shall meet to discuss any condition affecting performance hereunder and potential actions that might be undertaken to overcome such conditions.
- 6.05 **Commercial Impracticability.** This Agreement may be terminated by Developer at any time prior to October 14, 2016, without liability if high levels of heavy metals and large debris in the soil resulting from soil testing are found making this Agreement commercially impracticable.
- 6.06 **Entire Agreement.** This document contains the entire Agreement between the Parties with respect to the matter set forth herein, and shall inure to the benefit of and shall bind the Parties hereto, their respective heirs, executors, successors or assigns. This Agreement may be modified only in writing, with said written modification(s) signed by an authorized representative of all Parties.
- 6.07 **Governing Law.** This Agreement shall be construed in accordance with the Laws of the State of Michigan.
- 6.08 **Cooperation.** The Parties hereto agree to cooperate in the prosecution of applications made by any Party for any governmental certificates, permits, or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use or occupancy of the Property. Without intending to limit the generality of the foregoing sentence, the City may, within its authority, issue such permits (including but not limited to building permits and occupancy permits), adopt such resolutions and execute such documents as may be necessary to permit the Developer to carry out the Preliminary Site/Development Plan and use the improvements within the Development Area for the uses described in the Preliminary Site/Development Plan. The Parties agree at any time, or from time to time at the written request of another party, to sign and deliver other such documents as may be reasonably requested or may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.
- 6.09 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.



- 6.10 **Relationship with Parties.** Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the City and Developer.
- 6.11 **Further Assurances.** City and Developer, each agree, at any time or from time to time at the written request of the other, to sign and deliver such other instruments, notices, conveyances, agreements or other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.
- 6.12 **No Liability of City.** City shall have no obligation or liability to the lending institute, architect, Developer's lessee, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances or guarantees will be made by Developer to any third party or by any third party which are contrary to these provisions.
- 6.13 **Recording of Agreement.** The agreement and any and all subsequent modifications thereof or additions thereto may upon being duly executed, will be recorded by the City with the Register of Deeds for Shiawassee County, Michigan.
- 6.14 **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto as well as their respective successors, transferees and assigns. With the consent of the City, which consent shall not be unreasonably withheld, the Developer may assign this Agreement, or any part thereof, from time to time to any entity controlled or managed by the Developer, or to any person acquiring any portion or portions of the Development Area, provided that, in the event of any such transfer, the applicable terms and conditions of this Agreement shall run with the title of the property included in the portion of the Development Area so transferred. The City may condition its consent upon the transferee expressly assuming all of the obligations of the Developer as contained in this Agreement. Upon any such transfer of the Developer's interest, the Developer initially named herein shall be released from its obligations hereunder.
- 6.15 **Severability.** In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be at all affected or impaired thereby.
- 6.16 **Contingency clause.** The City and Developer understand that it is the intent of the City to fulfill the provisions of this Agreement upon approval by the Michigan Strategic Fund on September 27 or October 25, 2016. The City cannot meet the terms of this agreement without such approval. Should approval not be received from the Michigan Strategic Fund neither party is under any obligation to proceed with their respective obligations as specified in this Agreement. Should this occur, the City and Developer will readdress how to proceed.



Dated this 15 day of September 2016

CARGILL INCORPORATED-

By: [Signature]

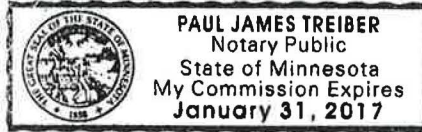
It's: vice president

MINNESOTA  
STATE OF MICHIGAN )  
HENNEPIN ) SS  
COUNTY OF SHIAWASSEE )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, SCOTT AINSLIE, Member, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CARGILL INCORPORATED and that he executed the same as the act of said entity with full authority for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>TH</sup> day of SEPTEMBER, 2016.

[Signature]  
\*  
HENNEPIN COUNTY, MINNESOTA  
Notary Public, Shiawassee County, Michigan  
My commission expires 31 JAN 2017



Approved by the City Council  
of the City of Owosso on:

\_\_\_\_\_

The contract for this item will be distributed Monday at the meeting.

**RESOLUTION NO.**

**AUTHORIZING BID AWARD TO  
CRAWFORD CONTRACTING, INC.  
FOR CONSTRUCTION OF ROAD AND WATER MAIN  
SERVING BROWNFIELD DISTRICT #17**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns property located at 1509 West Oliver Street that is currently under contract for purchase by Cargill, Incorporated; and

WHEREAS, the City must provide street and water access to the property as a part of the purchase agreement; and

WHEREAS, bids for the construction of said improvements were let and the City's contract engineer for the project has reviewed the bid proposals and recommends authorizing award of the project to Crawford Contracting, Inc., the low bidder; and

WHEREAS, construction of the above named improvements is contingent upon approval of Brownfield Redevelopment Plan District #17 by the Michigan Strategic Fund and the execution of a deed for right-of-way dedication and water main easements from Sonoco Protective Solutions, Inc.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Crawford Contracting, Inc. for the construction of a road and water main serving Brownfield District #17.
- SECOND: The accounts payable department is authorized to submit payment to Crawford Contracting, Inc. in an amount of not to exceed \$1,621,311.07, based on unit pricing, upon satisfactory completion of the project or a portion thereof.
- THIRD: The above expenses shall be paid from the General Appropriations and Utility Funds until such time they can be reimbursed with bond proceeds.
- FOURTH: Said contract will not become valid until all necessary approvals from the Michigan Strategic Fund are received, a deed for right-of-way dedication and water main easements from Sonoco Protective Solutions, Inc.



September 15, 2016

Mr. Glenn Chinavare  
Public Utilities Director  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867

RE: Cargill Access Road  
City of Owosso  
Request for Council Legislation & Recommendation to Award Contract

Dear Mr. Chinavare:

We hereby request that Council legislation be prepared to authorize the award of the above referenced project as follows:

- The Engineer (OHM Advisors) has reviewed all bids and hereby provides the following list of Bidders and bid prices:
  1. \$1,621,311.07 Crawford Contracting, Inc.
  2. \$1,672,989.24 Toebe Construction, LLC
  3. \$1,749,058.60 C&D Hughes, Inc.
  4. \$1,771,562.07 Sandborn Construction, Inc.
  5. \$1,789,637.30 E.T. MacKenzie Company
  6. \$1,828,768.60 Champagne & Marx Excavating
  7. \$1,843,012.20 D&R Earthmoving, LLC
  8. \$1,891,977.90 Joe Raica Excavating, Inc.
  9. \$1,927,377.32 Zito Construction Co.
  10. \$1,975,269.58 Fessler & Bowman, Inc.
  11. \$2,051,053.90 Dunigan Brothers, Inc.
- Upon review of all documents submitted as required by the bid documents, the Engineer hereby recommends the award of the contract to the following lowest and best bidder:
  - ✓ \$1,621,311.07 Crawford Contracting, Inc.

Should you have any questions or require additional documentation, please let me know.

Sincerely,  
OHM Advisors

A handwritten signature in black ink, appearing to read "A. VanWormer". The signature is written over a horizontal line.

Andrew VanWormer, PE  
Project Manager



## MEMORANDUM

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

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**DATE:** September 15, 2016

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

**FROM:** Donald D. Crawford, City Manager

**SUBJECT:** Street Bond Education Plan

At our last regular meeting we discussed the development of a plan to educate residents on the street bond proposal that will be on the November ballot. Council members were asked to review a list of different campaign efforts and make a determination how to be involved in the education effort. Members were further asked to recruit volunteers to help spread the word on the need for such a bond. Monday's discussion will help lay out the initial steps and flesh out our educational plan.



## MEMORANDUM

The following 3 pages  
are reprinted from the  
meeting of  
September 6, 2016

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

DATE: September 1, 2016

TO: City council

FROM: Donald D. Crawford, city manager

SUBJECT: Development of Educational Plan for Street Bond. Develop a plan to educate residents regarding the street bond proposal on the November 8, 2016 ballot

### Question #1

How do we convince the voters that the city really needs to approve the street bond proposal November 8?

### Question #2

Who is going to lead the effort to inform the voters?

### Question #3

How fast can we move? Absentee ballots will likely be ready September 24.

Burton Fox is willing to lead the effort but he needs help.

I recently received the following concerning how to lead a successful campaign. There are other materials available.

### Build a Foundation

The city manager and the city council are often the driving forces behind a bond issue. They are also responsible for getting out into the community, building relationships, and keeping people informed about what is happening with the city. It is vital to have good standing relationships with powerful civic groups and key business owners within a community if you want your bond to be passed. This process should be continuous and ongoing over time. It should not happen just because you're trying to pass a bond.

### Organize and Plan

Perhaps the most crucial aspect of passing a bond is to be well organized and to have a solid plan in place. This begins with forming a committee that is as dedicated to seeing the bond passed as you are. It is necessary to note that most states prohibit cities from using their own resources or time to lobby on behalf of a bond issue.

A bond campaign should start approximately two months before the vote is scheduled to occur. Everything occurring in those two months should be well thought out and planned in advance.

No two bond campaigns are the same. It is likely that parts of the plan will have to be abandoned or changed after realizing that the approach is not working.

### **Establish a Need**

It is essential to establish a real need in your bond campaign. Most cities have a list of projects that they believe need to be completed. When deciding what you are going to put in the bond it is vital to look at two factors: immediate need and long-term investment. In other words, put projects on the ballot that will resonate with voters who understand the value of the proposal and show them there is a need.

### **Be Honest**

It is essential to be honest with the constituents in your district. Property owners want to know how much their taxes are going to go up if the bond issue is passed. You should not skirt around this issue. Be direct and honest with them and always use the opportunity to explain to them what their investment will do.

### **Campaign! Campaign! Campaign!**

When campaigning begins it is beneficial to keep the message simple. Be specific with your message including the voting date, how much the bond is for, and some simple highlights of what it will be used for. If a voter asks for more information, then be prepared with more details.

Campaigning efforts should be holistic with a goal of getting the word out to every registered voter in the district. Campaigning occurs in many different forms, and each form may reach a different subset of constituents. Some of the most popular forms of campaigning include:

- \**Build a Website* – Create a website that gives voters detailed information about the bond issue.
- \**Campaign Signs/Posters* – Put campaign signs in supporters' yards and posters in high traffic locations such as the post office.
- \**Speaking Engagements* – Schedule speaking engagements with civic groups in the community such as the Senior Citizen Center, Masonic Lodge, etc.
- \**Organize a Voter Registration Drive* – A voter registration drive allows you to recruit newcomers and potential supporters who might not vote otherwise.
- \**Door to Door Canvassing* – Simple word of mouth campaigning may make the difference especially in reminding voters to get to the polls.
- \**Telephone Committee* – A simple way to poll voters in the community as well as to inform them about the bond issue and to remind them to vote.
- \**Direct Mail* – Send flyers highlighting the bond issue out a few days before the vote.
- \**Media* – Use the media to get the message out when possible.

### **Focus on Uncertainty**

There are some constituents that have their minds made up on a bond issue before you even decide to do it. Some people always vote yes, and some people always vote no. Do not waste time on trying to convince the "no" votes that they should vote "yes". Instead, focus on getting those "yes" votes to the polls. However, it is most valuable to invest your time and effort on those in the community that have not decided. Visit with those on the fence 3-4 times throughout the campaign to try and sway them to vote "yes". They are the people who will ultimately decide whether the bond passes or fails.



## TAX COMPUTATION FOR STREET BOND PROPOSAL

On November 8, the voters of the city of Owosso will be asked to approve a bond proposal of Ten Million dollars for a period of twenty five years for the purpose of funding repairs of city streets, parking lots and sidewalks. To assist property owners in making their decision the following information of costs of the annual and monthly taxes over that period time is provided below. The figures represent an estimate of the taxes based upon a millage of 1.66 for the first year and 1.75 for each year after the first year.

TAXABLE VALUE OF PROPERTY	1.66 mils		1.75 mils	
	monthly	annual	monthly	annual
\$20,000.00	\$2.77	\$33.24	\$2.92	\$35.00
\$25,000.00	\$3.46	\$41.50	\$3.65	\$43.75
\$30,000.00	\$4.15	\$49.80	\$4.38	\$52.50
\$35,000.00	\$4.85	\$58.10	\$5.11	\$61.25
\$40,000.00	\$5.54	\$66.40	\$5.84	\$70.00
\$45,000.00	\$6.23	\$74.70	\$6.57	\$78.75
\$50,000.00	\$6.92	\$83.00	\$7.30	\$87.50
\$55,000.00	\$7.61	\$91.30	\$8.02	\$96.25
\$60,000.00	\$8.30	\$99.60	\$8.75	\$105.00
\$65,000.00	\$9.00	\$107.90	\$9.48	\$113.75
\$70,000.00	\$9.69	\$116.20	\$10.21	\$122.50

The streets within the city of Owosso are in urgent need of repair. Some are in more need than others, but if nothing is done to maintain and improve the condition of the streets they will continue to deteriorate causing the cost to increase each year without proper maintenance. Please consider how we by approving the bond proposal this year will result in saving in the future years.

Thank you for being concerned in improving our city streets.

To: Owosso City Council  
 From: Brad Hissong, Building Official  
 Date: 09/02/2016

Building Department Report for August, 2016

Category	Estimated Cost	Permit Fee	Number of Permits
Demolition	\$1,100	\$60	1
Electrical	\$0	\$3,485	14
Garage, attached	\$8,000	\$150	1
Garage, detached	\$30,000	\$370	1
Mechanical	\$0	\$4,115	23
Non-Res. Add/Alter/Repair	\$9,500	\$170	1
Non-Res. New	\$450,000	\$7,084	1
Plumbing	\$0	\$2,505	12
Res. Add/Alter/Repair	\$35,506	\$1,540	15
Res. Mobile	\$0	\$2,904	6
Sign	\$0	\$227	3
VACANT PROPERTY REGI	\$0	\$300	3
ZONING COMPLIANCE CE	\$0	\$370	5
<b>Totals</b>	<b>\$534,106</b>	<b>\$23,280</b>	<b>86</b>

**2015 COMPARISON TOTALS**

		BUILDING PERMITS ONLY	-	40
AUGUST, 2015 TOTALS	\$171,443	\$10,658		85

# *Enforcements By Category*

09/01/16

1 / 6

AUGUST, 2016

## ANIMALS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0593	219 S OAK ST	REF TO TYLER	Resolved	08/01/16	08/12/16	Y
ENF 16-0595	1013 RYAN ST	REF TO POLICE	Resolved	08/02/16	09/01/16	N
<b>Total Entries:</b>				<b>2</b>		

## AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0672	317 N OAK ST	REF TO POLICE	REF TO POLICE	08/29/16		Y
ENF 16-0597	709 LYNN ST	REF TO TYLER	Resolved	08/02/16	08/08/16	Y
ENF 16-0600	707 LYNN ST	REF TO TYLER	Resolved	08/02/16	08/08/16	N
ENF 16-0618	421 E MAIN ST 1	LETTER SENT	Resolved	08/09/16	08/23/16	Y
ENF 16-0627	312 STATE ST	LETTER SENT	Resolved	08/11/16	08/26/16	Y
ENF 16-0641	700 E EXCHANGE ST	LETTER SENT	LETTER SENT	08/19/16		Y
ENF 16-0682	214 CASS ST	REF TO TYLER	REF TO TYLER	08/31/16		Y
<b>Total Entries:</b>				<b>7</b>		

## BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0603	829 CORUNNA AV	EXTENSION GRANTED	Extension Granted	08/03/16		
ENF 16-0650	714 ABREY AV	RED-TAGGED	RED-TAGGED	08/23/16		VAC
ENF 16-0652	310 W WILLIAMS ST	RED-TAGGED	RED-TAGGED	08/23/16		VAC
ENF 16-0667	635 WOODLAWN AV	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	08/29/16		VAC
ENF 16-0686	612 WOODLAWN AV	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	08/31/16		N
ENF 16-0594	1013 RYAN ST	REF TO TYLER	REF TO TYLER	08/02/16		N
ENF 16-0611	1200 ORCHARD ST	REF TO TYLER	REF TO TYLER	08/08/16		N
ENF 16-0625	115 W KING ST	LETTER SENT	LETTER SENT	08/10/16		Y
ENF 16-0628	1115 LYNN ST	LETTER SENT	LETTER SENT	08/12/16		Y

# **Enforcements By Category**

09/01/16

2 / 6

AUGUST, 2016

ENF 16-0635	621 GRAND AV	REF TO BLDG OFFICIAL	RED-TAGGED	08/17/16		N
ENF 16-0637	643 N HICKORY ST	LETTER SENT	LETTER SENT	08/19/16		N
ENF 16-0642	516 CLARK AV	REF TO TYLER	REF TO TYLER	08/22/16		Y
ENF 16-0653	526 E MASON ST	LETTER SENT	LETTER SENT	08/23/16		Y
ENF 16-0655	1210 MACK ST	LETTER SENT	LETTER SENT	08/24/16		N

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**Total Entries:** 14

## **DEAD TREE**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0610	1311 OLMSTEAD ST	CLOSED	Resolved	08/05/16	08/19/16	N

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**Total Entries:** 1

## **FRONT YARD PARKING**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0620	1171 JACKSON DR	RESOLVED	Resolved	08/09/16	08/09/16	N
ENF 16-0621	901 N GOULD ST	REF TO TYLER	REF TO TYLER	08/09/16		N

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**Total Entries:** 2

## **GARBAGE & DEBRIS**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0598	716 LYNN ST	REF TO TYLER	REF TO TYLER	08/02/16		N
ENF 16-0599	706 LYNN ST	REF TO TYLER	Resolved	08/02/16	08/10/16	Y
ENF 16-0604	414 HUGGINS ST	REF TO TYLER	Resolved	08/04/16	08/12/16	Y
ENF 16-0606	111 OAKWOOD AV	REF TO TYLER	Resolved	08/04/16	08/12/16	
ENF 16-0609	825 LINGLE AV	REF TO TYLER	Resolved	08/04/16	08/08/16	Y
ENF 16-0612	312 STATE ST	REF TO DPW	Resolved	08/08/16	08/26/16	N
ENF 16-0615	709 LYNN ST	REF TO TYLER	REF TO TYLER	08/08/16		Y
ENF 16-0616	734 N HICKORY ST	LETTER SENT	REF TO TYLER	08/09/16		Y
ENF 16-0626	1115 LYNN ST	LETTER SENT	LETTER SENT	08/11/16		Y

# Enforcements By Category

09/01/16

3 / 6

AUGUST, 2016

ENF 16-0634	209 S LANSING ST	REF TO TYLER	Resolved	08/15/16	08/25/16	Y
ENF 16-0636	703 QUEEN ST	REF TO TYLER	REF TO TYLER	08/18/16		Y
ENF 16-0638	427 N SAGINAW ST	REF TO TYLER	Resolved	08/19/16	08/19/16	Y
ENF 16-0646	912 KENWOOD DR	LETTER SENT	LETTER SENT	08/22/16		N
ENF 16-0649	1026 SUMMIT ST	LETTER SENT	LETTER SENT	08/23/16		N
ENF 16-0657	531 AMENT ST	REF TO TYLER	REF TO TYLER	08/24/16		Y
ENF 16-0658	1420 SUMMIT ST	REF TO TYLER	Resolved	08/24/16	08/25/16	N
ENF 16-0659	1324 BROADWAY AV	REF TO TYLER	Resolved	08/24/16	08/31/16	Y
ENF 16-0660	918 N HICKORY ST	LETTER SENT	Resolved	08/24/16	08/31/16	N
ENF 16-0662	402 E COMSTOCK ST	REF TO TYLER	Resolved	08/24/16	08/31/16	Y
ENF 16-0665	1101 N WASHINGTON ST	REF TO TYLER	REF TO TYLER	08/25/16		N
ENF 16-0666	427 N SAGINAW ST	LETTER SENT	LETTER SENT	08/25/16		Y
ENF 16-0679	209 S LANSING ST	LETTER SENT	LETTER SENT	08/30/16		Y
ENF 16-0683	311 N CEDAR ST	LETTER SENT	LETTER SENT	08/31/16		N
ENF 16-0687	921 S SHIAWASSEE ST	REF TO TYLER	REF TO TYLER	08/31/16		Y

**Total Entries:** 24

## LAWN MAINTENANCE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0592	428 CASS ST	CLOSED	Resolved	08/01/16	09/01/16	Y
ENF 16-0596	311 N CEDAR ST	LETTER SENT	Resolved	08/02/16	09/01/16	Y
ENF 16-0601	901 W MAIN ST	CLOSED	Resolved	08/03/16	08/15/16	V
ENF 16-0602	814 BROADWAY AV	CLOSED	Resolved	08/03/16	08/15/16	N
ENF 16-0605	414 HUGGINS ST	SENT LETTER	Resolved	08/04/16		Y
ENF 16-0607	120 S OAK ST	INVOICED	Resolved	08/04/16	08/08/16	V
ENF 16-0608	315 GENESEE ST	CLOSED	Resolved	08/15/16	08/15/16	N
ENF 16-0613	312 STATE ST	INVOICED	Resolved	08/08/16	08/24/16	N
ENF 16-0614	826 W KING ST	CLOSED	Resolved	08/08/16	08/09/16	N

# *Enforcements By Category*

09/01/16

4 / 6

AUGUST, 2016

ENF 16-0617	119 ELIZABETH ST	INVOICED	Resolved	08/09/16	08/22/16	V
ENF 16-0622	319 E STEWART ST	CLOSED	Resolved	08/10/16	08/19/16	VL
ENF 16-0624	821 STATE ST	INVOICED	Resolved	08/10/16	08/31/16	N
ENF 16-0629	628 CORUNNA AV	WO SENT	WO Submitted	08/15/16		N
ENF 16-0630	246 GUTE ST	CLOSED	Dismissed	08/15/16	08/16/16	Y
ENF 16-0631	308 DIMMICK ST	CLOSED	Resolved	08/15/16	08/25/16	Y
ENF 16-0632	728 W OLIVER ST	CLOSED	Resolved	08/15/16	08/25/16	N
ENF 16-0633	1232 W MAIN ST	INVOICED	Resolved	08/15/16	08/19/16	VL
ENF 16-0639	902 N CHIPMAN ST	WO SENT	WO Submitted	08/19/16		Y
ENF 16-0643	615 N WASHINGTON ST	CLOSED	Dismissed	08/22/16	08/23/16	Y
ENF 16-0644	803 N WASHINGTON ST	CLOSED	Resolved	08/22/16	09/01/16	N
ENF 16-0645	823 N WASHINGTON ST	CLOSED	Resolved	08/22/16	09/01/16	N
ENF 16-0647	725 BROADWAY AV	CLOSED	Dismissed	08/22/16	08/25/16	N
ENF 16-0651	1260 ADAMS ST	INVOICED	Resolved	08/23/16	08/31/16	V
ENF 16-0654	401 E KING ST	CLOSED	Resolved	08/24/16	09/01/16	N
ENF 16-0656	214 S CEDAR ST	WO TO DPW	WO Submitted	08/24/16	08/31/16	VAC
ENF 16-0661	531 AMENT ST	CLOSED	Resolved	08/24/16	08/31/16	Y
ENF 16-0668	930 JEROME AV	SENT TO DPW	INSPECTION PENDIN	08/29/16		VL
ENF 16-0669	706 JEROME AV	LETTER SENT	LETTER SENT	08/29/16		N
ENF 16-0671	530 AMENT ST	SENT LETTER	LETTER SENT	08/29/16		V
ENF 16-0673	526 CLYDE ST	SENT LETTR	LETTER SENT	08/30/16		N
ENF 16-0675	415 DIMMICK ST	SENT LETTER	LETTER SENT	08/30/16		N
ENF 16-0676	556 RANDOLPH ST	LETTER SENT	LETTER SENT	08/30/16		N
ENF 16-0678	801 E MASON ST	LETTER SENT	LETTER SENT	08/30/16		N
ENF 16-0680	707 JEROME AV	LETTER SENT	LETTER SENT	08/30/16		N
ENF 16-0681	721 JEROME AV	SENT LETTER	LETTER SENT	08/30/16		N
ENF 16-0684	214 CASS ST	CLOSED	Dismissed	08/31/16	09/01/16	Y
ENF 16-0685	755 BROADWAY AV	WO SENT	WO Submitted	08/31/16		V

# Enforcements By Category

09/01/16

5 / 6

AUGUST, 2016

ENF 16-0688	415 W STEWART ST	LETTER SENT	LETTER SENT	08/31/16		N
ENF 16-0689	209 S LANSING ST	SENT LETTER	LETTER SENT	08/31/16		N

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**Total Entries:** 39

## MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0640	625 N SAGINAW ST	RESOLVED	Resolved	08/19/16	08/22/16	N
ENF 16-0664	630 E COMSTOCK ST	LETTER SENT	LETTER SENT	08/25/16		Y
ENF 16-0674	840 WOODLAWN AV	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	08/30/16		N
ENF 16-0623	614 ALGER AV	LETTER SENT	LETTER SENT	08/10/16		N
ENF 16-0670	803 N CHIPMAN ST	LETTER SENT	LETTER SENT	08/29/16		N

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**Total Entries:** 5

## RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0663	321 E MASON ST	REF TO TYLER	REF TO TYLER	08/24/16		Y
ENF 16-0677	641 MARTIN ST	REF TO TYLER	REF TO TYLER	08/30/16		Y

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**Total Entries:** 2

## ZONING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0619	829 N GOULD ST	LETTER SENT	LETTER SENT	08/09/16		N
ENF 16-0648	1309 OLMSTEAD ST	REF TO TYLER	Resolved	08/23/16	08/25/16	Y

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**Total Entries:** 2

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**Total Records: 98**

Total Pages: 5

# *Enforcements By Category*

09/01/16

6 / 6

AUGUST, 2016

## RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental

N - No, it's not a rental - owner occupied

APTS - Apartment Building

COMM - Commercial

REPO - Repossession

TRAIL - Trailer Park

VAC - Vacant House

VL - Vacant Lot

IND - Industrial

HOME OCC - Home Occupied





## OWOSSO PUBLIC SAFETY

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# ***MEMORANDUM***

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DATE: September 14, 2016

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: August 2016 Police Report

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Attached are statistics for the police department for August 2016. This report includes activity for the month of August and year-to-date statistics. Also attached is a list of Field Contacts, which are incidents that the police are dispatched to that require no further follow-up than the officers initial response.

Additionally, Burning Reports with no violations found for August are attached as well.



## Case Assignment/Clearance Report For August, 2016

AUGUST 2016

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
<i>PART I OFFENSES</i>					
ROBBERY	0	1	3	3	100 %
AGGRAVATED ASSAULT	3	3	27	31	114 %
BURGLARY	9	11	45	49	108 %
LARCENY	31	34	165	172	104 %
MOTOR VEHICLE THEFT	2	1	6	5	83 %
SIMPLE ASSAULT	20	21	174	182	104 %
ARSON	1	1	8	8	100 %
FORGERY & UTTERING	1	1	11	11	100 %
COUNTERFEITING	1	1	1	2	200 %
FRAUD	6	10	51	52	101 %
EMBEZZLEMENT	0	0	3	4	133 %
WEAPON CRIMES- CARRY, POSS,	0	0	1	2	200 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	1	0	3	3	100 %
NARCOTICS VOLIATIONS	2	6	34	39	114 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	0	0	0 %
SEX OFFENSES 2	3	4	17	26	152 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDNAPPING	2	2	2	2	100 %
BURGLARY RESIDENTIAL	1	0	5	4	80 %
BURGLARY COMMERCIAL	1	0	1	0	0 %
RESISTING/OBSTRUCTING	1	1	14	14	100 %
<i>PART I OFFENSES</i>	85	97	571	609	106 %
<i>PART II OFFENSES</i>					
PAROLE/PROBATION VIOLATION	5	5	19	19	100 %
NATURAL DEATH	0	0	4	4	100 %
RETAIL FRAUD	1	1	9	12	133 %
RUNAWAY	4	6	67	68	101 %
VIOLATION PPO/ COURT ORDER	3	3	12	12	100 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	1	1	3	2	66 %
TRAFFIC OFFENSES OTHER	11	12	55	55	100 %
CRIMINAL CASE OTHER	0	0	3	3	100 %
WARRANT ARREST	16	16	111	113	101 %
SUSPICIOUS CIRCUMSTANCES	5	6	14	15	107 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	8	7	56	58	103 %
DOMESTIC ASSAULT/SITUATION	0	0	16	19	118 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	14	16	84	152	180 %
RECOVERED PROPERTY	0	0	0	0	0 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	3	2	15	14	93 %
DOA	2	2	10	11	110 %
ANIMAL COMPLAINTS	2	4	14	16	114 %
MISSING PERSON	0	0	3	3	100 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	0	0	2	5	250 %
TRAFFIC - HIT & RUN	2	5	49	50	102 %
FIRES - NOT ARSON	0	0	0	0	0 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	12	13	82	84	102 %
CRIMES AGAINST FAMILY &	0	0	4	6	150 %
DRIVING WHILE IMPAIRED	4	8	41	44	107 %
LIQUOR LAW VIOLATIONS	0	0	7	9	128 %
DISORDERLY CONDUCT	6	7	32	33	103 %
OTHER CRIMES	7	13	89	93	104 %
IMPOUND / TOW FOLLOW-UP	0	0	0	1	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	27	29	209	211	100 %
THREATS	0	0	0	1	0 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	10	18	91	92	101 %
<i>PART II OFFENSES</i>	<i>143</i>	<i>174</i>	<i>1,101</i>	<i>1,205</i>	<i>109 %</i>
<b>Grand Totals:</b>	<b>228</b>	<b>271</b>	<b>1,672</b>	<b>1,814</b>	<b>108 %</b>

**Field Contact By Reason Summary Report**

AUGUST 2016

<b>Reason for Contact</b>	<b>Count</b>
911 Hang Up	32
Abandoned Vehicle	1
False Alarm Commercial	16
False Alarm Residential	3
All Other Service Reports	25
Animal Complaints Other	25
Assist Ambulance	8
Assist To Other Dept	25
Assist Officer	1
Attempt To Locate	27
Barking Dog	4
Burning Ordinance	3
Careless Driving	1
Civil Dispute	20
Disturbance	15
Directed Patrol	1
Failed To Pay	1
Fight / No Assault	6
Fireworks	1
Found Property	4
Gun Permit/register	59
Harrassment	23
Homeless Voucher	1
Investigate Vehicle	4
Loud Music	7
Loud Party	5
Motorist Assist	5
Open Door	2
Ordinance Violation	5
Parking Problem	18
Pawn Ticket	182
Peace Officer	13
Private Property Pda / Non Reportable	1

<b>Reason for Contact</b>	<b>Count</b>
Reckless Driver	2
Road Hazard	7
Suspicious Person	29
Suspicious Situation	42
Suspicious Vehicle	21
Trouble With Kids	24
Trouble With Neighbor	13
Trouble With Subject	54
Trespassing	3
Trash Complaint	1
Phone Harassment	4
Unwanted Subject	7
Vacation Check	1
Vehicle Inspection	1
Welfare Check	42
Wire Down	1
Work Traffic	141

**REPORTED BURN COMPLAINTS-NO VIOLATIONS**  
AUGUST 2016

CASE_ID	FCDATE	STREET
201604683	08/04/2016 19:03:00	S PEARCE ST
201604727	08/06/2016 23:06:00	W MACK ST
201604841	08/11/2016 15:21:00	S ELM ST



## OWOSSO PUBLIC SAFETY

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# MEMORANDUM

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DATE: September 14, 2016  
TO: Owosso City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: August 2016 Fire & Ambulance Report

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During the month of August 2016:

Fire Department responded to **288** Ambulance calls

Fire Department responded to **29** Fire calls –

- 8 – Accidents (w/ injuries)
- 1 – Motor Vehicle/Ped. Accident
- 2 – Dispatched & Cancelled
- 3 – False Alarms
- 1 – Electrical Short
- 3 – Smoke Detector Activation
- 2 – Carbon Monoxide Incident
- 1 – Power Line Down
- 1 – Citizen Complaint
- 3 – Gas Leak
- 1 – Public Service
- 1 – Service Call
- 1 – Lift Assist
- 1 – Smoke from Vehicle

**OWOSSO HISTORICAL COMISSION**  
**Special Meeting**  
**August 29, 2016, 7:00 pm**  
**Gould House**

**CALL TO ORDER:**

THE MEETING WAS CALLED TO ORDER AT 7:01 PM.

**PRESENT:**

CHAIR JENNIFER MAHONEY, VICE CHAIR JENELLE STEELE-ELKINS, COMMISSIONERS ROBERT BROCKWAY, CAROLYN EBERT, CHRIS EVELETH (7:06 PM), DENNIS MAHONEY, AND HISTORICAL FACILITIES DIRECTOR ROBERT DORAN.

**ABSENT:**

COMMISSIONERS TRACEY PELTIER, AND NICK PIDEK.

**CITIZEN COMMENTS:**

None.

**ITEMS OF BUSINESS:**

**APPROVAL FOR THE CITY OF OWOSSO TO MOVE FORWARD WITH THE RESTORATION OF THE PAINTINGS AT CURWOOD CASTLE:**

A MOTION WAS MADE BY COMMISSIONER D. MAHONEY THAT THE OWOSSO HISTORICAL COMMISSION MANAGE THE RESTORATION OF THE ELEVEN (11) OIL PAINTINGS AT CURWOOD CASTLE TO BE CARRIED OUT BY LIS ART CONSERVATION. COMMISSIONER BROCKWAY SUPPORTED; AYES ALL. MOTION CARRIED.

**APPROVAL FOR PAYMENT OF THE NON PROFIT CAPACITY BUILDING NETWORK CONSULTING FEE OF \$2,500, WHICH WILL BE REIMBURSED TO THE OHC FROM THE COOK FAMILY FOUNDATION:**

COMMISSIONER BROCKWAY MADE A MOTION TO CLOSE OUT PHASE I OF THE CONSULTING DIALOG FACILITATED BY THE NONPROFIT NETWORK TO DETERMINE THE FUTURE STATUS OF THE OWOSSO HISTORICAL COMMISSION. THE FINAL INVOICE FROM THE NON PROFIT CAPACITY BUILDING NETWORK IS \$2,500, WHICH IS BEING UNDERWRITTEDN BY THE COOK FAMILY FOUNDATION. COMMISSIONER D. MAHONEY SUPPORTED; AYES ALL. MOTION CARRIED.

**OPENING ANOTHER CONSULTING PHASE WITH THE NON PROFIT CAPACITY BUILDING NETWORK ON MOVING FORWARD WITH A NEW AND IMPROVED RELATIONSHIP WITH THE CITY OF OWOSSO:**

COMMISSIONER EVELETH MADE A MOTION TO MOVE ON TO THE IMPLEMENTATION PHASE FACILITATED BY THE NONPROFIT NETWORK MOVING TOWARD A POSSIBLE NEW AND IMPROVED RELATIONSHIP WITH THE CITY OF OWOSSO, AND THE FEASIBILITY OF STARTING A 501(C)3. COMMISSIONER D. MAHONEY SUPPORTED; AYES ALL. MOTION CARRIED.



**APPROVAL FOR THE PURCHASE OF A NEW REFRIGERATOR FOR APARTMENT #2 OF THE GOULD HOUSE FOR \$499:**

COMMISSIONER EVELETH MADE A MOTION TO PURCHASE A NEW REFRIGERATOR FOR APARTMENT #2 OF THE GOULD HOUSE FOR \$499 FROM GILBERT'S. COMMISSIONER BROCKWAY SUPPORTED; AYES ALL. MOTION CARRIED.

**DISCUSSION FOR OUR OWOSSO HISTORIC HALLOWEEN HAUNT:**

THE COMMISSION AGREED TO HOLD OFF ON A HALLOWEEN HAUNT INSTEAD LOOKING FOR OTHER FUNDRAISERS THAT BETTER ABIDE BY THE GROUP'S MISSION AND VISION.

**ADJOURN:**

**AT 7:17 PM COMMISSIONER EVELETH MADE A MOTION TO ADJOURN; SUPPORTED BY COMMISSIONER D. MAHONEY; AYES ALL. MOTION CARRIED.**