

CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, AUGUST 19, 2013
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 SPECIAL MEETING OF JULY 30, 2013:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 5, 2013:

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. Swearing In New Firefighters. A ceremony to swear in the City's newest firefighters: Joseph Ehlen and Tyler Vandemark.

PUBLIC HEARINGS

1. Special Assessment District No. 2013-04. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2013-04 for Krust Drive from Dewey Street to North Street for street reconstruction.
2. Ordinance Amendment – Temporary Structures. Conduct a Public Hearing to hear citizen comment regarding the proposed amendment to Chapter 38, Zoning, to clarify temporary uses, temporary structures, and outdoor displays.
3. Ordinance Amendment – Design Standards. Conduct a Public Hearing to hear citizen comment regarding the proposed amendment to Chapter 38, Zoning, to promote higher quality structures and higher standards for aesthetics in relation to fences, commercial development, and new residential development.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

1. Lease Agreement – WWTP Screening Equipment. Approve a 12-month lease with Duperon Corporation for wastewater screening equipment in the amount of \$2,605.00 per month and further approve payment up to \$31,260.00.
2. Bid Award – 2013 Street Paving Program. Approve bid award to Michigan Paving and Materials, Inc. for the 2013 Street Paving Program in the amount of \$224,094.60 and further approve payment up to the bid amount.
3. Bid Award – 2013 Slurry Seal & Double Chip Seal Program. Approve bid award to Highway Maintenance & Construction Company for the 2013 Slurry Seal & Double Chip Seal Program in the amount of \$180,160.14 and further approve payment up to the bid amount.
4. Purchase Authorization – Street Sweeper. Waive competitive bidding requirements, authorize the purchase of one Elgin Pelican Street Sweeper from Bell Equipment Company, holder of the State of Michigan contract for street sweepers, in the amount of \$170,525.80, and authorize payment up to that amount.
5. Warrant No. 468. Authorize Warrant No. 468 as follows:

| Vendor | Description | Fund | Amount |
|---|---|--|---------------|
| Brown & Stewart, PC | Professional services July 9, 2013 – August 12, 2013 | General | \$ 8,734.44 |
| Michigan Municipal League Workers' Compensation Fund | Workers' compensation insurance- 2 nd installment FY 2013-2014 | General/Sewer/ Streets/WTP/ WWTP/Fleet/ Housing | \$26,698.00 |

6. Check Register – July 2013. Affirm check disbursements totaling \$765,773.89 for the month of July 2013.

ITEMS OF BUSINESS

1. CDBG Loan – Public House, 112 North Washington Street. Consider authorization of an agreement with Jeff Saunders, owner of 112 North Washington Street, for the purpose of lending \$15,000 from the CDBG Revolving Loan Fund for a business development loan to increase the owner's overall project financing leverage to convert the property into a restaurant/pub. (Information to be provided Friday after the Downtown Loan Committee meeting.)
2. Street Bond Proposal. Consider resolution authorizing submittal of a street bond proposal to voters on the November 5, 2013 General Election ballot.

COMMUNICATIONS

1. Amy K. Kirkland, City Clerk. Notification of application for new liquor license.
2. Richard C. Williams, Finance Director. Cash and Investments Report – 2Q 2013
3. Charles P. Rau, Building Official. July 2013 Building Department Report.
4. Charles P. Rau, Building Official. July 2013 Code Violations Report.
5. Kevin D. Lenkart, Public Safety Director. July 2013 Police Report.
6. Kevin D. Lenkart, Public Safety Director. July 2013 Fire Report.
7. Downtown Development Authority/Main Street. Minutes of August 7, 2013.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Tuesday, September 03, 2013

BOARDS AND COMMISSIONS OPENINGS

Historical Commission – term expires 12-31-14

ADJOURNMENT

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

OWOSSO CITY COUNCIL

JULY 30, 2013

7:00 P.M.

- PRESIDING OFFICER:** MAYOR BENJAMIN R. FREDERICK
- OPENING PRAYER:** COUNCILPERSON BURTON D. FOX
- PLEDGE OF ALLEGIANCE:** MAYOR BENJAMIN R. FREDERICK
- PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Cindy S. Popovitch, Councilpersons Loreen F. Bailey, Michael J. Erfourth, Christopher T. Eveleth and Burton D. Fox.
- ABSENT:** Councilperson Thomas B. Cook.

CITIZEN COMMENTS AND QUESTIONS

Lisa Stock explained she was a frequent user of the Bark Park and detailed her concerns with the park including the need for water, vicious dogs, and a lack of enforcement. She said that patrons of the park are willing to work on the park and raise money for improvements. She suggested the City look into possible grants to fund improvements to the park.

Mayor Frederick said he was not aware of the request for water at the park and he liked the idea of providing a joint water connection that would service both the Bark Park and the Community Garden. He said he would have staff look into the vicious dog complaint.

Councilperson Fox told Ms. Stock he appreciated her coming in to comment because it helps Council find out about issues around town that they may not have been aware of.

DISCUSSION ITEMS

RETIREMENT SYSTEM PRESENTATION

City Manager Donald D. Crawford distributed information on the various retirement programs that apply to City employees and retirees; the City's pension system, MERS, and a defined contribution plan. He noted that a portion of the City's system was closed to new members but the Police Patrol and Fire groups were still open. He said the main points of concern were the increasing level of contribution required of the City to keep the City plan funded properly, having increased from \$128,000 in 2009 to \$829,000 in 2013, (he did note that the City had made no contributions to the plan from 1996 to 2006) and the disincentive to move up within the Police ranks because of the extremely high contributions required by the MERS system which oversees the pensions for Police Command members.

City Manager Crawford suggested two potential resolutions to the issues he noted:

1. Initiate State legislation that would allow the City to bond for unfunded pension liabilities
2. Update the actuarial assumptions for the City plan to better reflect recent experience (this option could cost the City approximately \$5,000 to conduct a study)

Discussion ensued regarding the potential effects of changing the actuarial assumptions, the probability of State legislation getting passed, whether it would be beneficial to move the City's plan toward using index funds rather than active money managers, and the downside of bonding for such liabilities. It was noted the change in actuarial assumptions may not necessarily lessen the City's contribution but would at least make it more realistic. It was further noted the single largest factor in determining the City's contribution to the system was return on investment. Retirement Board member Councilperson Erfourth opined that index funds would not have been immune from the losses experienced in 2008 and he didn't feel there was enough of a benefit in

reduced fees to decisively move to index funds and ask the Retirement Board members to manage the plan themselves. He also expressed that he was strongly in favor of reviewing the actuarial assumptions. Mayor Frederick indicated he felt the legislation currently being proposed needed a few adjustments but he thought it stood a chance of passing. He went on, saying that should the legislation pass he expected the Treasury to develop a list of criteria that would need to be fulfilled before a City would be allowed to bond.

Lastly, City Manager Crawford detailed the issues with MERS and the Police Command unit saying MERS had failed to request enough funding to fully fund the Command unit. The City made numerous attempts to communicate this problem to MERS but were ignored, the result has been a seriously under-funded unit that requires a punishly high contribution from Command members. Discussions have taken place between the Command unit and the City to possibly bring them back into the City's system but the City fears such a move will only bring the under-funding problem in house potentially pitting one group against another.

HISTORIC FACILITIES PROJECT DIRECTOR

Mayor Pro-Tem Popovitch indicated she felt the job description was much improved and suggested combining items number 2 & 8 for further clarity.

There was mention of commissioning a wage analysis to determine the appropriate wage for the position and whether the Chamber of Commerce offers such services. Historical Commission member Councilperson Erfourth indicated that while it would be nice to have an employee with a background in museums and historical preservation the Commission was very conscious about the current economic conditions and the fact that this was an additional position that would be added to the roster preferring instead to keep the wages low.

Staff was directed to develop a budget amendment resolution to formally appropriate money for the historic facilities project director position and full funding for the SEDP, to be considered at the August 5th meeting.

NEXT MEETING

Monday, August 05, 2013

BOARDS AND COMMISSIONS OPENINGS

Historical Commission – 2, terms expire 12-31-14 & 12-31-15

ADJOURNMENT

Motion by Councilperson Eveleth for adjournment at 7:55 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

OWOSSO CITY COUNCIL

AUGUST 5, 2013

7:30 P.M.

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: REVEREND PEG FAULMANN
ST. JOHNS UNITED CHURCH OF CHRIST

PLEDGE OF ALLEGIANCE: DANNY MILLER
OWOSSO CHARTER TOWNSHIP SUPERVISOR

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

ABSENT: Councilpersons Thomas B. Cook and Burton D. Fox

APPROVE AGENDA

Motion by Councilperson Eveleth to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 15, 2013

Motion by Councilperson Bailey to approve the Minutes of the Regular Meeting of July 15, 2013 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

CITY MANAGER REPORT

City Manager Crawford distributed and briefly detailed the Project Status Report. As a part of his report he mentioned that the City was in receipt of some complaints about parking spots in the downtown being too narrow. He said they were looking into increasing the size of the spots though this adjustment would cause a small loss in the number of spots.

Councilperson Bailey inquired about a timeline for the completion of the splash pad saying people were anxious to use it. It was noted there is no timeline as the work is being completed by volunteers.

Mayor Frederick recognized Baker College for their initiative and effort in assisting the Helping Hands organization revitalize the home of an elderly couple on South Cedar Street. He also thanked Kevin Jones Masonry for their work on the chimney of Comstock Cabin.

CONSENT AGENDA

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

Special Assessment District No. 2013-04. Consider authorizing Resolution No. 4 setting a public hearing for Monday, August 19, 2013 to receive citizen comment regarding Special Assessment District No. 2013-04, Krust Drive from Dewey Street to North Street for street reconstruction as follows:

RESOLUTION NO. 79-2013
SETTING A PUBLIC HEARING
TO HEAR COMMENT REGARDING
SPECIAL ASSESSMENT DISTRICT NO. 2013-04
KRUST DRIVE FROM DEWEY STREET TO NORTH STREET

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements, more particularly hereinafter described, to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, August 19, 2013 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING
TO REVIEW SPECIAL ASSESSMENT ROLL
CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

Krust Drive from Dewey Street to North Street

TAKE NOTICE that a Special Assessment roll has been prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described public improvements:

Street Reconstruction

The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, August 19, 2013 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

First Reading and Set Public Hearing – Ordinance Amending Traffic and Motor Vehicle Code. Conduct first reading and set a public hearing for Tuesday, September 3, 2013 at 7:30 p.m. to receive citizen comment regarding the proposal to amend Chapter 33, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Owosso to regulate motor vehicle size, weight, and loads and motor carrier safety as follows:

RESOLUTION NO. 80-2013

**TO CONDUCT THE FIRST READING AND SET A PUBLIC HEARING FOR
AN ORDINANCE TO AMEND
CHAPTER 33, TRAFFIC AND MOTOR VEHICLES,
ARTICLE VII, MOTOR CARRIER SAFETY
OF THE CODE OF THE CITY OF OWOSSO**

WHEREAS, the City of Owosso struggles with the premature destruction of roadways due to overweight vehicle traffic; and

WHEREAS, the City also sees unsafe commercial vehicles driven over its streets and highways; and

WHEREAS, the State is currently responsible for enforcement of the laws governing commercial vehicles because the City does not have a commercial vehicle ordinance on its books; and

WHEREAS, the City currently receives no revenues from any enforcement of commercial vehicle laws; and

WHEREAS, the City sees a benefit in establishing its own commercial vehicle enforcement program in order to increase safety and maintain the condition of our roadways; and

WHEREAS, the City has obtained the necessary equipment and officer training to begin a commercial vehicle enforcement program; and

WHEREAS, it is required the City have an ordinance on its books governing commercial traffic to receive any fees and penalties generated by such an enforcement program.

NOW, THEREFORE BE IT RESOLVED, THE CITY OF OWOSSO ORDAINS that Chapter 33, Traffic and Motor Vehicles, of the Code of the City of Owosso be amended as follows:

SECTION 1. REPEAL. That Chapter 33, Traffic and Motor Vehicle, Article VII, Motor Carrier Safety, of the *City of Owosso Code of Ordinances*, which reads as follows, shall be repealed:

~~Sec. 33-150. – Short title.~~

~~This article shall be known and may be cited as the "Motor Carrier Safety Act."~~

~~Sec. 33-151. - Adoption of state law.~~

~~MCL sections 480.11 et seq., (Motor Carrier Safety Act of 1963, as amended) and any rules promulgated pursuant thereto, are hereby adopted and incorporated herein by reference.~~

~~Sec. 33-152. - Severability.~~

~~The provisions of this article are hereby declared to be severable. If any clause, sentence, paragraph, section, or subsection is declared void or inoperable for any reason by any court of competent jurisdiction, it shall not affect any other part or portion thereof other than the part declared void or inoperable.~~

~~Sec. 33-153. - Conflicting ordinances repealed.~~

~~Any ordinance or part of an ordinance in conflict herewith is hereby repealed.~~

SECTION 3. REPLACE. That a new Article VII, which reads as follows, shall be adopted:

Sec. 33-150. - Short title.

This article shall be known and may be cited as the "Motor Vehicle Size, Weight and Load Restrictions Ordinance."

Sec. 33-150.1. - Size, weight and load restrictions.

(a) Unless specifically declared to be a civil infraction, it is a misdemeanor for a person to drive or move or for the owner to cause or permit to be driven or moved on a highway a vehicle of a size and weight exceeding the limitations stated in this ordinance or otherwise in violation of this ordinance.

(b) The provisions of this ordinance governing size, weight, and load do not apply to a fire apparatus; to an implement of husbandry; to a boat lift or oversized hydraulic boat trailer owned and operated by a marina or watercraft dealer and used exclusively in a commercial boat storage operation which is incidentally moved upon a highway; or to a vehicle operated under the terms of a special permit issued as provided in this ordinance.

(c) The Michigan Department of Transportation, under the Administrative Procedures Act of 1969, 1969 PA 306 (MCL 24.201 to MCL 24.328), may promulgate rules permitting and regulating the operation of a vehicle or vehicles of a size or weight that exceeds the size or weight limitations of this ordinance. The City may enforce those rules under this ordinance, but can take no actions in conflict with Federal, State, or local law.

(d) A wrecker and a disabled vehicle, or a wrecker and a combination of a disabled vehicle and one trailer that exceeds the size and weight limitations in this ordinance may be operated upon the highways of the City under the following conditions:

(1) The wrecker is specifically designed for such towing operations; is equipped with flashing, oscillating, or rotating amber or red lights as permitted under MCL 257.698; and is capable of utilizing the lighting and braking systems of the disabled vehicle or combination of disabled vehicles if those systems are operational.

(2) For a combination of disabled vehicles, the wrecker is issued a special permit under section under MCL 257.725 by the Michigan Department of Transportation or the Road Commission for Shiawassee County if each trip beginning from the place of original disablement is 25 miles or less. The special permit is valid for the entire 25 mile towing distance, and the operator of that wrecker may remove the disabled vehicles from the roadway at any lawful point of his or her choosing within that distance.

(3) For a single disabled vehicle, the wrecker is issued a special permit under MCL 257.725 by the Michigan Department of Transportation or the Road Commission for Shiawassee County for the transport of the disabled vehicle. A wrecker operator is not subject to mileage limitations under such a special permit.

(4) The wrecker does not operate on any highway, road, street or structure that is included on a list provided by the State Transportation Department that prohibits wreckers unless the disabled vehicle or combination of vehicles is actually located on one of those roads or structures.

(e) The owner or operator of a wrecker that does not comply with Section 33-150.1 (d) is responsible for a civil infraction and shall pay a civil fine of not less than \$250.00 or more than \$500.00. The civil fine imposed under this subsection is in addition to any fine that may be imposed under Section 33-150.3 or 33-150.15.

Sec. 33-150.2. - Maximum outside width of vehicles or loads; operation or movement of boat lifts and trailers.

(a) The total outside width of a vehicle or the load on a vehicle that is operated on the highways, streets, and roadways in the City shall not exceed 96 inches, except as otherwise provided in this section.

(b) A person may operate or move an implement of husbandry of any width on a highway as required, designed, and intended for farming operations, including the movement of implements of husbandry being driven or towed and not hauled on a trailer, without obtaining a special permit by the Michigan Department of Transportation or the Road Commission for Shiawassee County for an excessively wide vehicle or load under MCL 257.725. The operation or movement of the implement of husbandry shall be in a manner so as to minimize the interruption of traffic flow. A person shall not operate or move an implement of husbandry to the left of center of the roadway from a half hour after sunset or a half hour before sunrise or at any other time where visibility is substantially diminished due to weather conditions. A person operating or moving an implement of husbandry shall follow all traffic regulations.

(c) The total outside width of the load of a vehicle hauling concrete pipe; agricultural products; or unprocessed logs, pulpwood, or wood bolts shall not exceed 108 inches.

(d) Except as provided in subsections (b) and (e), if a vehicle that is equipped with pneumatic tires is operated on a highway, the maximum width from the outside of one wheel and tire to the outside of the opposite wheel and tire shall not exceed 102 inches, and the outside width of the body of the vehicle or the load on the vehicle shall not exceed 96 inches. However, a truck or trailer or a tractor and semitrailer combination hauling pulpwood or unprocessed logs may operate with a maximum width of up to 108 inches, in accordance with a special permit issued under MCL 257.725.

(e) The total outside body width of a bus, a trailer coach, a trailer, a semitrailer, a truck camper, or a motor home shall not exceed 102 inches. However, an appurtenance of a trailer coach, a truck camper, or a motor home that extends not more than six inches beyond the total outside body width is not a violation of this Section.

(f) A vehicle shall not extend beyond the center line of a state trunk highway except when authorized by law. Except as provided in subsection (b) above, if the width of the vehicle makes it impossible to stay away from the center line, a permit shall be obtained under MCL 257.725.

(g) The City may designate a highway under its jurisdiction as a highway on which a person may operate a vehicle or vehicle combination that is not more than 102 inches in width, including load, the operation of which would otherwise be prohibited by this Section. The City may require that the owner or lessee of the vehicle or of each vehicle in the vehicle combination secure a permit before operating the vehicle or vehicle combination. This Section does not permit the operation of a vehicle or vehicle combination described in Section 33-150.11 if the operation would otherwise result in a violation of that Section.

(h) The Michigan Department of Transportation or the Road Commission of Shiawassee County may issue a special permit under MCL 257.725 to a person operating a vehicle or vehicle combination if all of the following are met:

(1) The vehicle or vehicle combination, including load, is not more than 106 inches in width.

(2) The vehicle or vehicle combination is used solely to move new motor vehicles or parts or components of new motor vehicles between facilities that meet all of the following:

a. New motor vehicles or parts or components of new motor vehicles are manufactured or assembled in the facilities.

b. The facilities are located within 10 miles of each other.

c. The facilities are located with the Owosso city limits.

d. The special permit and any renewals are each issued for a term of one year or less.

(i) A person who violates this Section is responsible for a civil infraction. The operator or the owner of the vehicle may be charged with a violation of this Section.

Sec. 33-150.3 - Passenger-type vehicles; projected load.

(a) A passenger type vehicle shall not be operated on a highway with a load carried on the vehicle extending beyond the line of the fenders on the left side of the vehicle nor extending more than six inches beyond the line of the fenders on the right side of the vehicle.

(b) A person who violates this section is responsible for a civil infraction.

Sec. 33-150.4. - Height, length; combinations; connecting assemblies, lighting devices; weight; violations.

(a) A vehicle either unloaded or with load, shall not exceed a height of 13 feet six inches. The owner of a vehicle that collides with a lawfully established bridge or viaduct is liable for all damage and injury resulting from a collision caused by the height of the vehicle, whether the clearance of the bridge or viaduct is posted or not.

(b) Lengths described in this Section shall be known as the normal length maximum. Except as provided in Section (c) below, the following vehicles and combinations of vehicles shall not be operated on a highway in this City in excess of these lengths:

(1) Subject to Section (h) below, any single vehicle – 40 feet; a crib vehicle on which logs are loaded lengthwise of the vehicle – 42.5 feet; any single bus or motor home – 45 feet.

(2) Articulated buses – 65 feet.

(3) Notwithstanding any other provision of this Section, a combination of a truck and semitrailer or trailer, or a truck tractor, semitrailer, and trailer, or truck tractor and semitrailer or trailer, designated and used exclusively to transport assembled motor vehicles or bodies, recreational vehicles, or boats – 65 feet. Stinger-steered combinations – 75 feet. The load on the combinations of vehicles described in this Section may extend an additional three feet beyond the front and four feet beyond the rear of the combinations of vehicles. Retractable extensions used to support and secure the load that do not extend beyond the allowable overhang for the front and rear shall not be included in determining length of a loaded vehicle or vehicle combination.

(4) Truck tractor and semitrailer combinations – no overall length, but the semitrailer shall not exceed 50 feet.

(5) Truck and semitrailer or trailer – 59 feet.

(6) Except as provided in Section (7) below, a combination of a truck tractor, semitrailer, and trailer, or truck tractor and two semitrailers – 59 feet.

(7) A truck tractor, semitrailer, and trailer, or a truck tractor and 2 semitrailers, in which no semitrailer or trailer is more than 28 ½ feet long – 65 feet. This Section only applies while the vehicle is being used for a business purpose that is reasonably related to picking up or delivering a load and only if each semitrailer or trailer is equipped with a device or system capable of mechanically dumping construction materials or dumping construction materials by force of gravity.

(8) More than one motor vehicle, wholly or partially assembled, in combination, utilizing one tow bar or three saddle mounts with full mount mechanisms and utilizing the motive power of one of the vehicles in combination – 55 feet.

(c) The normal length maximums, as set forth in Section (b) above, may be exceeded for the following vehicles and combinations of vehicles, but they shall comply with the following:

(1) Truck tractor and semitrailer combinations – no overall length limit, but the semitrailer shall not exceed 53 feet. All semitrailers longer than 50 feet shall have a wheelbase of 37.5 to 40.5 feet, plus or minus 0.5 feet, measured from the kingpin coupling to the center of the rear axle or the center of the rear axle assembly. A semitrailer with a length longer than 50 feet shall not operate with more than three axles on the semitrailer. Vehicles with a semitrailer longer than 50 feet may be prohibited from stopping in the City unless the stop occurs along appropriately designated routes, or is necessary for emergency purposes or to reach shippers, receivers, warehouses, and terminals along designated routes.

(2) Truck and semitrailer or trailer combinations – 65 feet, except that a person may operate a truck and semitrailer or trailer designed and used to transport saw logs, pulpwood, and tree length poles that does not exceed an overall length of 70 feet or a crib vehicle and semitrailer or trailer designated and used to transport saw logs that does not exceed an overall length of 75 feet. A crib vehicle and semitrailer or trailer designed for and used to transport saw logs shall not exceed a gross vehicle weight of 164,000 pounds. A person may operate a truck tractor and semitrailer designed for and used to transport saw logs, pulpwood, and tree length wooden poles with a load overhang to the rear of the semitrailer which does not exceed six feet if the semitrailer does not exceed 50 feet in length.

(3) Notwithstanding Section 33-150.4 (d) (4), a truck tractor with a log slasher unit and a log saw unit- no maximum length limit if the length of each unit does not exceed 28 ½ feet, or the overall length of the log slasher unit and the log saw unit, as measured from the front of the first towed unit to the rear of the second towed unit while the units are coupled together, does not exceed 58 feet. The coupling devices of the truck tractor and units set forth in this Section shall meet the requirements established under the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.25.

(4) Truck tractor and two semitrailers, or truck tractor, semitrailer, and trailer combinations- no overall length limit, as long as the length of each semitrailer or trailer does not exceed 28 ½ feet each, or the overall length of the semitrailer and trailer, or two semitrailers, as measured from the front of the first towed unit to the rear of the second towed unit while the units are coupled together, does not exceed 58 feet.

(5) More than one motor vehicle, wholly or partially assembled, in combination, utilizing one tow bar or three saddle mounts with full mount mechanisms and utilizing the motive power of one of the vehicles in combination- maximum 75 feet.

(d) The following combinations and movements are prohibited:

(1) A truck shall not haul more than one trailer or semitrailer, and a truck tractor shall not haul more

than two semitrailers or one semitrailer and one trailer in combination at any one time, except that a farm tractor may haul two wagons or trailers, or garbage and refuse haulers may, during daylight hours, haul up to four trailers for garbage and refuse collection purposes, as long as the total length of any combination does not exceed 55 feet and the vehicles are operated at a speed limit of 15 miles per hour or less.

(2) A combination of vehicles or a vehicle shall not have more than 11 axles, except when operating under a valid permit issued by the Michigan Department of Transportation or the Road Commission of Shiawassee County under MCL 257.725 on highways under its jurisdiction.

(3) Any combination of vehicles not specifically authorized under this Section is prohibited.

(4) Except as provided in Section 33-150.4 (c)(3) a combination of two semitrailers pulled by a truck tractor, unless each semitrailer uses a fifth wheel connection assembly that conforms to the requirements of the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.25.

(5) A vehicle or combination of vehicles shall not carry a load extending more than three feet beyond the front of the lead vehicle.

(6) A vehicle described in Section 33-150.4 (b) (5) and (c) (5) employing triple saddle mounts, unless all wheels that are in contact with the roadway have operating brakes.

(e) All combinations of vehicles under this Section shall employ connecting assemblies and lighting devices that are in compliance with the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.25.

(f) The total gross weight of a truck tractor, semitrailer, and trailer combination or a truck tractor and two semitrailers combination that exceeds 59 feet in length shall not exceed a ratio of 400 pounds per engine net horsepower delivered to clutch or its equivalent, as specified in the handbook published by the Society of Automotive Engineers, Inc. (SAE), 1977 edition.

(g) A person who violates this section is responsible for a civil infraction. The owner of the vehicle may be charged with a violation of this section.

(h) The provisions in Sections 33.150.4 (b) (1) and (c) (2) prescribing the length of a crib vehicle on which logs are loaded lengthwise do not apply unless section 127(d) of Title 23 of the United States Code, 23 USC 127, is amended to allow crib vehicles carrying logs to be loaded as described in this section.

(i) As used in this Section:

(1) "Designated highway" means a highway under the jurisdiction of the City of Owosso and approved by the State of Michigan as a highway.

(2) "Length" means the total length of a vehicle, or combination of vehicles, including any load the vehicle is carrying. Length does not include devices described in 23 CFR 658.16 and 23 CFR part 658, appendix D, 23 CFR 658.16 and 23 CFR part 658, appendix D, as on file with the Michigan Secretary of State and as adopted by reference. A safety or energy conservation device shall be excluded from a determination of length only if it is not designed or used for the carrying of cargo, freight, or equipment. Semitrailers and trailers shall be measured from the front vertical plane of the foremost transverse load supporting the structure to the rear-most transverse load supporting the structure. Vehicle components not excluded by law shall be included in the measurement of the length, height, and width of the vehicle.

(3) "Stinger-steered combinations" means a truck tractor and semitrailer combination in which the fifth wheel is located on a drop frame located behind and below the rear-most axle of the power unit.

Sec 33-150.5. - Towing vehicle with mobile home attached; operating restrictions; permits; transport requirements; violations; definitions.

(a) Notwithstanding any other provisions of this ordinance, a person shall not operate on a highway of this City a towing vehicle to which a mobile home is attached, if that mobile home is more than 45 feet in length or more than 60 feet in length when combined with the towing vehicle; or is more than 12 ½ feet in height; or has an actual body width of more than 102 inches at base rail, unless that person possesses either of the following:

(1) A permit issued by the Michigan Department of Transportation or the Road Commission of Shiawassee County pursuant to MCL 257.725.

(2) A special permit issued by the Michigan Department of Transportation or the Road Commission of Shiawassee County pursuant to MCL 257.725.

(b) Pursuant to MCL 257.725, the Michigan Department of Transportation or the Road Commission of Shiawassee County may issue an annual permit to a mobile home transport company; a mobile home manufacturer; or a mobile home dealer to move a mobile home over a highway under the jurisdiction of the City, in the ordinary course of that company's, manufacturer's, or dealer's business, as long as the mobile home conforms to each of the following:

(1) The mobile home is not more than 12 feet wide.

(2) The actual body length of the mobile home is not more than 80 feet and the combined length of the mobile home and towing vehicle is not more than 105 feet; or the total length of a combination of mobile homes is not more than 80 feet and the total length of a combination of mobile homes and towing is not more than 105 feet.

(c) Pursuant to M.C.L. 257.725, the Michigan Department of Transportation or the Road Commission of Shiawassee County may issue a special permit for the movement of a mobile home over a highway within its jurisdiction if the width of that mobile home conforms to both of the following:

(1) The mobile home is not more than 16 feet wide plus normal appurtenances or eaves that extend not more than six inches from any side of the mobile home.

(2) The length of the mobile home complies with Section 33-150.5 (b) (2).

(d) A person operating a towing vehicle under Section 33-150.5 (c) shall transport a mobile home only on the lane farthest to the right of that person. When the wind velocity exceeds 25 miles per hour, a person shall not move a mobile home that is 14 or more feet in width.

(e) Pursuant to M.C.L. 257.725, the Michigan Department of Transportation or the Road Commission of Shiawassee County shall not issue a permit for the transportation of a mobile home on a Saturday, Sunday, legal holiday (from noon the day before until the noon the day after a holiday), or during the hours between sunset and sunrise.

(f) Persons operating a vehicle towing a mobile home shall comply with all of the conditions of a permit issued by Michigan Department of Transportation or the Road Commission of Shiawassee County pursuant to M.C.L. 257.725. A permit issued under M.C.L. 257.725 includes all of the following:

(1) The date, day, and time period during which a mobile home may be moved on a highway, subject to the permit.

(2) Notice that the permit is conditioned upon its holders compliance with all of the permit's terms and with the law.

(3) Notice that the operator of a towing vehicle transporting the mobile home shall operate the towing vehicle on a highway as follows:

- a. At a safe speed and in a safe manner that will not impede motor traffic.
- b. Only when the surface condition of the highway is not slippery.
- c. In accordance with seasonal load restrictions.

(4) For a mobile home or park model trailer and towing vehicle, when combined, are more than 80 feet in length or more than 12 feet wide, all of the following:

- a. Notice that the mobile home or park model trailer shall be equipped with two flashing amber lights on the rear of the mobile home or park model trailer and one flashing amber light on the top of the towing vehicle.
- b. Notice that the mobile home or park model trailer shall be equipped with stop lights and directional lights on the rear of the mobile home or park model trailer.
- c. Notice that the signs with the words "oversize load" shall be displayed on the front bumper of the towing vehicle and the back of the mobile home or park model trailer, or in the case of mobile homes or park model trailers that are 16 feet wide, notice that signs with the words "16-ft wide load" shall be displayed on the front bumper of the towing vehicle and the back of the mobile home or park model trailer.
- d. Notice that the signs identified in paragraph (c) above shall be of durable material, in good condition, with black lettering on interstate yellow background, and that each letter shall be of block lettering that is not less than 12 inches high at the front and not less than 16 inches high at the rear of the unit.
- e. Notice that a vehicle escort is required on those roads where the Michigan State Police and the Owosso Police Department considers escort vehicles necessary for highway safety.

(g) Signs and other special identification for escort vehicles shall conform to Michigan Transportation Department's requirements for all escort vehicles for oversized loads.

(h) For a mobile home or park model trailer being moved pursuant to this Section or MCL 257.725, the distance between mobile home or park model trailer axle centers shall not be less than 34 inches. The axle and tires shall meet standards established by the Michigan Transportation Department.

(i) This section does not grant or give authority to the Michigan Department of Transportation, the Road Commission of Shiawassee County or the Owosso Police Department that did not exist on May 1, 1982 in accordance with 23 USC 127.

(j) A person who violates this section is responsible for a civil infraction and may be assessed a civil fine of not more than \$500.00. The operator or the owner of the towing vehicle may be charged with a violation of this section.

(k) As used in this section:

(1) "Jurisdictional authority" means the Michigan Transportation Department, the Road Commission of Shiawassee County or the City of Owosso.

(2) "Mobile home" means any of the following:

- a. A pre-built housing module.

b. That term, as defined in section 2 of the Mobile Home Commission Act, Act No. 96 of the Public Acts of 1987, being section 125.2302 of the Michigan Compiled Laws.

c. Section of a mobile home as that term is defined under this Ordinance.

Sec. 33-150.6. - Mobile homes; additional requirements for transporting.

All mobile homes transported on the highways of the City that are more than 14 1/3 feet wide (plus normal appurtenances that expand no more than six inches, and an eave that extends no more than two feet from the width of the mobile home), are subject to the following requirements in addition to the requirements of Section 33-150.4:

(a) Two escort vehicles shall escort the towing vehicle and mobile home on all two lane roads and on those roads where the Owosso Police Department considers two escort vehicles necessary for highway safety.

(b) Each towing vehicle shall be equipped with a radio or other device that allows for continuous communication between the towing vehicle and each escort vehicle.

(c) The person transporting the mobile home shall have in effect a liability insurance policy covering personal injury and property damage and having a policy limit of not less than \$1,000,000.00.

(d) The towing vehicle and mobile home shall not exceed a speed of 45 miles per hour or 10 miles per hour below the posted speed limit, whichever is lower.

Sec. 33-150.7. - Trucks hauling semitrailers, transportation of passengers for sightseeing purposes; approval of city; speed limitation; safety equipment; inspection.

(a) Notwithstanding Section 33-150.4, the Owosso Police Department may give approval for a truck to be used to haul up to four semitrailers for the purpose of transporting passengers for sightseeing purposes, as long as the truck does not travel more than three miles beyond the City boundaries and does not exceed a speed limit of 25 miles per hours.

(b) A truck and a semitrailer, as described in this Section, shall meet the following requirements:

(1) Be equipped with hazard warning lights, and slow-moving vehicle emblems, as described in MCL 257.688.

(2) Be equipped with safety belts, as described in MCL 257.710e, for each individual seat.

(3) Be compliant with any applicable federal safety standards.

(c) Before operating a truck regulated by this Section, the operator of the truck shall secure the proper group vehicle designation and any required endorsement required on his or her operator's or chauffeur's license.

(d) A truck and semitrailer used as described in this Section shall be inspected annually by the Michigan Department of State Police.

Sec. 33-150.8. - Construction or loading of vehicle to prevent spillage on highway or roadway; loading of vehicle which is not completely enclosed; operation of vehicle equipped with front end loading device with protruding tine: offenses and penalties.

(a) A person shall not drive or move a vehicle on a highway unless the vehicle is so constructed or loaded as to prevent its contents from dropping, sifting, leaking, blowing off, or otherwise escaping from the vehicle. This requirement does not apply to a vehicle transporting agricultural or horticultural

products, such as hay, straw, silage, or residue from a product (but not including the product itself), or when materials such as water that is used to preserve and handle agricultural or horticultural products while in transportation, escape from the vehicle in an amount that does not interfere with other traffic on the highway. The tailgate, faucets, and taps on a vehicle shall be securely closed to prevent spillage during transportation, whether the vehicle is loaded or empty, and the vehicle shall not have any holes or cracks through which material can escape. Any highway maintenance vehicle engaged in either ice or snow removal shall be exempt from this Section.

(b) Actual spillage of material on the highway or proof of that spillage is not necessary to prove a violation of this Section.

(c) Except as provided in this Section, a vehicle carrying a load, (other than logs or tubular products), which is not completely enclosed shall meet either of the following requirements:

(1) The load shall be covered with firmly secured canvas or a similar type of covering. A device used to comply with the requirement of this Section shall not exceed a width of 108 inches nor by design or use have the capability to carry cargo by itself.

(2) The load shall be securely fastened to the body or the frame of the vehicle with binders of an adequate number and of adequate breaking strength to prevent the dropping off or shifting of the load.

(d) A company or individual who loads or unloads a vehicle or causes it to be loaded or unloaded, with the knowledge that it is to be driven on a public highway, and the loading or unloading is done in a manner so as to cause a violation of Section 33-150.8 (a) shall be prima facie liable for a violation of this Section.

(e) Section 33-150.8 (c) does not apply to a person operating a vehicle to transport agricultural commodities or to a person operating a farm truck or implement of husbandry that is transporting sand, gravel, and dirt which is necessary in the normal operation of a farm. However, if such person violates subsections 33.150.8 (a) or (d), the person is guilty of a misdemeanor and is subject to the penalties prescribed in section 33-150.8 (i).

(f) Section 33-150.8 (c) (1) does not apply to a motor vehicle transporting items in a load that, because of their weight, will not fall off the moving vehicle and that have their center of gravity located at least 6 inches below the top of the enclosure. Similarly, Section 33-150.8 (c) does not apply to a motor vehicle carrying metal that, because of its weight and density, is so loaded as to prevent it from dropping or falling off the moving vehicle.

(g) Section 33-150.8 (c) (1) does not apply to motor vehicles and other equipment that is engaged in work upon the surface of a highway or street in a designated work area.

(h) A person shall not drive or move on a highway a vehicle equipped with a front end loading device with a tine protruding parallel to the highway beyond the front bumper of the vehicle unless the tine is carrying a load designed to be carried by the front end loading device. This Section does not apply to a vehicle designed to be used or being used to transport agricultural commodities; to a vehicle en route to a repair facility; or to a vehicle engaged in construction activity. As used in this Section, "agricultural commodities" means that term as defined in section 33-150.10.

(i) A person who violates this section is guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or imprisonment for not more than 90 days, or both.

(j) As used in this section, "logs" means saw-logs, pulpwood, or tree length poles.

Sec. 33-150.9. - Trailers towed by passenger vehicle, attachment.

(a) Except as otherwise provided in Section 33-150.9 (e), a passenger vehicle or a pickup truck shall not be driven upon a highway drawing or having attached to the passenger vehicle or pickup truck more than one vehicle or trailer.

(b) The drawbar or other connection between two vehicles, one of which is towing or drawing the other on a highway, shall not exceed 15 feet in length from one vehicle to the other. If the connection consists of a chain, rope, or cable, there shall be a red flag or other signal or cloth on the connection that is at least 12 inches both in length and width.

(c) A vehicle or trailer towed or drawn by a vehicle shall be attached to the vehicle with coupling devices in a manner so that when the combination is operated in a linear alignment on a level, smooth, paved surface, the movement of the towed or drawn vehicle or trailer does not deviate more than three inches to either side of the path of the towing vehicle that tows or draws it. The vehicle or trailer shall also be connected to the towing vehicle by suitable safety chains or devices, one on each side of the coupling and at the extreme outer edge of the vehicle or trailer. Each chain or device and connection used shall be of sufficient strength to haul the vehicle or trailer when loaded. In the case of an implement of husbandry with a gross vehicle weight rating or gross combination weight rating of 10,000 pounds or less, the safety chains or devices required under this subsection shall conform to the federal motor carrier safety regulations requirements, which are currently provided in 49 C.F.R. 393.70(d)(5).

(d) A pickup truck with a fifth wheel assembly shall not tow a semitrailer unless the fifth wheel assembly conforms to the standards prescribed in the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.22 and Section 33-151.1 to Section 33-151.19 of this ordinance.

(e) Notwithstanding Section 33-150.9 (a), a pickup truck with a towing rating equal to or greater than the weight being towed, that is equipped with a fifth wheel assembly that conforms with the standards prescribed in the Motor Carrier Safety Act of 1963, 1963 PA 181, MCL 480.11 to MCL 480.22, which is towing a semitrailer that is designated for recreational living purposes, may tow an additional trailer or semitrailer under the following conditions:

(1) The additional trailer or semitrailer shall be attached as set forth in Section 33-150.9 (c). The safety chains described in Section 33-150.9 (c) shall be securely attached at the extreme outer edge of the attached trailer or semitrailer with a locking mechanism. The towing vehicle hitch shall be of substantial material and shall be attached in a proper and skillful manner to the frame of the towing vehicle.

(2) The total length of the pickup truck, plus the semitrailer that is designed for recreational living purposes, and the additional trailer or semitrailer, and the load of the vehicle, shall not exceed 65 feet while on any highway in the City.

(3) The gross weight of the additional trailer or semitrailer towed or drawn shall not exceed the empty weight of the pickup truck or the empty weight of the semitrailer.

(f) For the purpose of this Section, a pickup truck towing a semitrailer and an additional trailer shall be considered a passenger vehicle and shall comply with the speed limit requirements of MCL 257.627 (5).

(g) A person who violates this section is responsible for a civil infraction.

Sec. 33-150.10. - Wheel and axle loads; seasonal weight restrictions, exceptions.

(a) The maximum axle load shall not exceed the number of pounds, as designated in the following provisions which prescribe the distance between axles:

(1) If the axle spacing is nine feet or more between axles, the maximum axle load shall not exceed 18,000 pounds for vehicles equipped with high pressure pneumatic or balloon tires.

(2) If the axle spacing between two axles is less than nine feet but more than three and one half feet, the maximum axle load shall not exceed 13,000 pounds for vehicles equipped with high pressure pneumatic or balloon tires.

(3) If the axles are spaced less than three and one half feet apart, the maximum axle load shall not exceed 9,000 pounds per axle.

(4) Sections 33.150.10 (1), (2) and (3) shall be known as the normal loading maximum.

(b) When normal loading is in effect, the Owosso Police Department may designate certain highways, or sections of those highways under its jurisdiction, where bridges and road surfaces are adequate for heavier loading, and may also revise a designation to allow the maximum tandem axle assembly loading of up to 16,000 pounds for any axle of the assembly, as long as there is no other axle within nine feet of any axle of the assembly.

(c) On a legal combination of vehicles, only one tandem axle assembly shall be permitted on the designated highways at the gross permissible weight of 16,000 pounds per axle, but only if there is no other axle within nine feet of any axle of the assembly, and if no other tandem axle assembly in the combination of vehicles exceeds a gross weight of 13,000 pounds per axle. On a combination of truck tractor and semitrailer having up to five axles, two consecutive tandem axle assemblies shall be permitted on the designated highways at a gross permissible weight of 16,000 pounds per axle, if there is no other axle within nine feet of any axle of the assembly.

(d) Notwithstanding Section 33-150.10 (c), on a combination of truck tractor and semitrailer having up to 5 axles, two consecutive sets of tandem axles may carry a gross permissible weight of up to 17,000 pounds on any of the tandem axles if there is no other axle within nine feet of any axle of the tandem axle and if the first and last axle of the consecutive sets of tandem axles are at least 36 feet apart and the gross vehicle weight does not exceed 80,000 pounds, to pick up and deliver agricultural commodities between the national truck network or special designated highways and any other highway. This Section is not subject to the maximum axle loads of Sections 33-150.10 (a), (b) and (c). For purposes of this Section, a "tandem axle" means two axles spaced more than 40 inches but not more than 96 inches apart or two axles spaced more than three and one half feet but less than nine feet apart. This Section does not apply during that period when reduced maximum loads are in effect, pursuant to Section 33-150.10 (h).

(e) In order to be exempt from the loading maximums and gross vehicle weight requirements, the person hauling agricultural commodities, who picks up or delivers either from a farm or to a farm, shall notify the Road Commission for Shiawassee County at least 48 hours before the pickup or delivery, indicating the time and location of the pickup or delivery. Pursuant to MCL 257.722 (5) the Shiawassee County Road Commission shall issue a permit to such a person and charge a fee that does not exceed the administrative costs incurred. The permit shall contain the all of the following:

(1) The designated route or routes of travel for the load.

(2) The date and time period requested by the person who picks up or delivers the agricultural commodities during which the load may be delivered or picked up.

(3) A maximum speed limit of travel, if necessary.

(4) Any other specific conditions agreed to between the parties.

(f) In order to be exempt from the loading maximums and gross vehicle weight requirements, public utility vehicles that are owned or operated by public utilities under the jurisdiction of the Michigan Public Service Commission, or are subcontracted by public utilities under the jurisdiction of the Michigan Public Service Commission, when performing electrical emergency public utility work, must meet the following circumstances:

(1) For emergency public utility work on restricted roads, as follows:

a. If required by the Road Commission for Shiawassee County, the public utility shall notify the Road Commission for Shiawassee County, as soon as practical, of the location of the emergency public utility work and provide a statement that the vehicles that were used to perform the emergency utility work may have exceeded the loading maximums and gross vehicle weight requirements of this Ordinance. The notification may be made via facsimile or electronically.

b. The public utility vehicle travels to and from the site of the emergency public utility work while on a restricted road at a speed not greater than 35 miles per hour.

(2) For non emergency public utility work on restricted roads, as follows:

a. If the Road Commission for Shiawassee County requires, the public utility shall apply to the Road Commission for Shiawassee County annually for a seasonal truck permit for roads under its authority before seasonal weight restrictions are effective. Pursuant to MCL 257.722(6), the Road Commission for Shiawassee County shall issue a seasonal truck permit for each vehicle or vehicle configuration the public utility anticipates will be utilized for non emergency public utility work. Pursuant to MCL 257.722 (6), the Road Commission for Shiawassee County may charge a fee for a permit that does not exceed the administrative costs incurred for the permit. The seasonal truck permit shall contain all of the following:

1. The seasonal period requested by the public utility, during which the permit is valid.
2. A unique identification number for the vehicle and any vehicle configuration to be covered on the seasonal truck permit that is requested by the public utility.
3. A requirement that travel on restricted roads during weight restriction periods will be minimized and only utilized when necessary to perform work using the public utility vehicle or vehicle configuration and that non-restricted roads shall be used for travel when available and for routine travel.

b. Pursuant to MCL 257.722 (6), if the Road Commission for Shiawassee County requires notification, the Road Commission of Shiawassee County shall provide a notification application for the public utility to use when requesting access to operate on restricted roads and the public utility shall provide notification to the Road Commission of Shiawassee County, via facsimile or electronically, not later than 24 hours before the time of the intended travel. Notwithstanding this Section or an agreement under this Section, if the Road Commission for Shiawassee County determines that the condition of a particular road under its jurisdiction makes it unusable, the Road Commission for Shiawassee County may deny access to all or any part of that road. The denial shall be made and communicated via facsimile or electronically to the public utility within 24 hours after receiving notification that the public utility intends to perform non-emergency work that requires use of that road. Any notification that is not disapproved within 24 hours after the notice is received by the Road Commission of Shiawassee County is considered approved. The notification application, as required under MCL 257.722 (6), may include all of the following information:

1. The address or location of the non emergency work.
2. The date or dates of the non emergency work.
3. The route to be taken to the non emergency work.
4. The restricted road or roads intended to be traveled upon to the non-emergency work site or sites.

(g) The normal size of tires shall be the rated size, as published by the manufacturers, and the maximum wheel load permissible for any wheel shall not exceed 700 pounds per inch of width of tire.

(h) Except as provided in this Section and Section 33-150.10 (i), during the months of March, April, and May in each year, the maximum axle load allowable on concrete pavements or pavements with a concrete base is reduced by 25% from the maximum axle load as specified in this ordinance, and the maximum axle loads allowable on all other types of roads during these months are reduced by 35% from the maximum axle loads as specified. The maximum wheel load shall not exceed 525 pounds per inch of tire width on concrete and concrete base or 450 pounds per inch of tire width on all other roads during the time that the seasonal road restrictions are in effect. This Section does not apply to vehicles transporting agricultural commodities or public utility vehicles on a highway, road, or street under the jurisdiction of Owosso. For the highways, roads, or streets under Owosso's jurisdiction to which the seasonal restrictions prescribed under this Section apply, Owosso shall post all of the following information on the homepage of its website:

(1) The dates when the seasonal restrictions are in effect.

(2) The names of the highways and streets and portions of highways and streets to which seasonal restrictions apply.

(i) Pursuant to MCL 257.722 (9), the Michigan Department of Transportation (for roads under its jurisdiction) and the Road Commission for Shiawassee County (for roads under its jurisdiction) may grant exemptions from seasonal weight restrictions for the transport of milk on specific routes, when requested in writing. Approval or denial of a request for an exemption shall be given by written notification to the applicant within 30 days of submission of the application. If a request is denied, the written notice shall state the reason for the denial and alternate routes for which the permit may be issued. The applicant may appeal to the Michigan Department of Transportation or the Road Commission for Shiawassee County. These exemptions do not apply on county roads in counties that have negotiated agreements with milk haulers or haulers of other commodities during periods of seasonal load limits before April 13, 1993. This subsection does not limit the ability of these counties to negotiate such agreements.

(j) The Owosso Police Department, with respect to highways under its jurisdiction, may suspend the restrictions imposed by this Section when and where conditions of the highways or the public health, safety, and welfare warrant suspension, and impose the restricted loading requirements of this Section on designated highways at any other time that the conditions of the highway require.

(k) For the purpose of enforcing this ordinance, the gross vehicle weight of a single vehicle and load or a combination of vehicles and loads shall be determined by weighing individual axles or groups of axles, and the total weight on all the axles shall be the gross vehicle weight. In addition, the gross axle weight shall be determined by weighing individual axles or by weighing a group of axles and dividing the gross weight of the group of axles by the number of axles in the group. The overall gross weight on a group of two or more axles shall be determined by weighing individual axles or several axles, and the total weight of all the axles in the group shall be the overall gross weight of the group.

(l) The loading maximum in this subsection applies to the highways under Owosso's jurisdiction. The Owosso Police Department may designate a highway, or a section of a highway for the operation of vehicles having a gross vehicle weight of up to 80,000 pounds, subject to the following load maximums:

(1) Twenty thousand pounds on any one axle, including all enforcement tolerances.

(2) A tandem axle weight of 34,000 pounds, including all enforcement tolerances.

(3) An overall gross weight of a group of two or more consecutive axles equaling:

$W = 500/LN + 12N + 36$ where W = overall gross weight on a group of two or more consecutive axles to the nearest 500 pounds, L = distance in feet between the extreme of a group of

two or more consecutive axles, and N= number of axles in the group under consideration; except that two consecutive sets of tandem axles may carry a gross load of 34,000 pounds each if the first and last axles of the consecutive sets of tandem axles are not less than 36 feet apart. The gross vehicle weight shall not exceed 80,000 pounds, including all enforcement tolerances. Except for a five axle truck tractor; semitrailer combinations having two consecutive sets of tandem axles, vehicles having a gross weight in excess of 80,000 pounds or in excess of the vehicle gross weight determined by application of the formula in this subsection are subject to the maximum axle loads of Section 33-150.10 (a), (b), and (c). As used in this Section, "tandem axle weight" means the total weight transmitted to the road by two or more consecutive axles, the centers of which may be included between parallel transverse vertical planes spaced more than 40 inches but not more than 96 inches apart, extending across the full width of the vehicle. Except as otherwise provided in this section, vehicles transporting agricultural commodities shall have weight load maximums as set forth in this Section.

(m) As used in this section:

(1) "Agricultural commodities" means those plants and animals useful to human beings produced by agriculture and includes, but is not limited to, forages and sod crops, grains and feed crops, field crops, dairy and dairy products, poultry and poultry products, cervidae, livestock, including breeding and grazing, equine, fish, and other aquacultural products, bees and bee products, berries, herbs, fruits, vegetables, flowers, seeds, grasses, nursery stock, mushrooms, fertilizer, livestock bedding, farming equipment, and fuel for agricultural use. The term does not include trees or lumber.

(2) "Emergency public utility work" means work performed to restore public utility service or to eliminate a danger to the public due to a natural disaster, an act of God, or an emergency situation, whether or not a public official has declared an emergency.

Sec. 33-150.11. - Restrictions on transportation of flammable liquids and gases; violations, penalties; enforcement.

(a) A truck pulling a trailer, a truck tractor pulling a semitrailer and trailer combination, or a truck tractor pulling two semitrailers shall not transport within the City a flammable liquid, in bulk, with a flash point at or below 70 degrees Fahrenheit.

(b) A truck pulling a trailer, a truck tractor pulling a semitrailer and trailer combination, or a truck tractor pulling two semitrailers shall not transport within the City a flammable gas or a compressed flammable gas, in bulk, as defined by 49 C.F.R. parts 100 to 180.

(c) A truck or a truck tractor pulling a semitrailer shall not transport within the City a flammable liquid, in bulk, which has a flash point at or below 70 degrees Fahrenheit, unless the truck or the semitrailer has a water capacity of less than 13,800 gallons. This Section does not apply to those vehicles registered with the Motor Carrier Division of the Michigan Department of State Police on or before January 1, 1986.

(d) A truck or truck tractor pulling a semitrailer shall not transport within the City a flammable liquid, in bulk, which has a flash point at or below 70 degrees Fahrenheit in a quantity of more than 13, 400 gallons.

(e) The owner or driver of a vehicle that transports, or a shipper who loads a vehicle with a flammable liquid, flammable gas, or compressed flammable gas in violation of this Section is guilty of a misdemeanor, punishable by a fine of not more than \$500.00, or imprisonment for not more than 90 days, or both.

(f) This section shall be enforced only by a police officer.

(g) For the purposes of this section, "in bulk" means an amount of product or material of 3,500 water gallons or more in a single containment system. Commercial motor vehicles transporting hazardous

materials shall comply with the Motor Carrier Safety Act, Act No. 181 of the Public Acts of 1963, being sections MCL 480.11 to MCL 480.21 and section 12 of this ordinance.

Sec. 33-150.12. - Information to be painted or permanently attached on certain commercial vehicles and towing or platform bed wrecker service vehicles; use of removable devices; effects of compliance with federal identification requirements; exemptions; penalties.

(a) All commercial vehicles with a single or combination gross weight rating or total gross weight of more than 5,000 pounds and all towing or platform bed wrecker road service vehicles in operation upon the public highways of the City shall have the name, city, and state or the registered logo or emblem of the registered owner of the vehicle, (and lessee of the vehicle if the vehicle is being operated under lease), painted or permanently attached on each side of the vehicle in letters of not less than three inches in height, not lower than the bottom edge of the door. This information shall be in sharp color contrast to the background.

(b) Except for towing or platform bed wrecker road service vehicles, the identification requirement of Section 33-150.12 (a) may be met through the use of removable devices which meet the requirements. These devices shall be of durable construction and securely attached to each side of the motor truck or truck tractor. The removable devices shall be attached so that the identification is in a horizontal position.

(c) A vehicle in compliance with the identification requirements of the Federal Motor Carrier Safety Regulations, 49 C.F.R. 390-399, is considered to be in compliance with this Section.

(d) This Section does not apply to a truck eligible for and registered under a farm or manufacturer license plate, that has a gross vehicle weight of less than 10,000 pounds.

(e) A person who violates this section is responsible for a civil infraction.

Sec. 33-150.13. - Stopping vehicles for weighing; offense and penalties.

(a) A police officer, having reason to believe that the weight of a vehicle and load is unlawful, may require the driver to stop and submit to a weighing of the vehicle by either portable or stationary scales approved and sealed by the Department of Agriculture as a legal weighing device; and may require that the vehicle be driven to the nearest weigh station of the Michigan Department of Transportation for the purpose of allowing a police officer to determine whether the vehicle is loaded in conformity with this ordinance.

(b) When a police officer, upon weighing a vehicle and load, determines that the weight is unlawful, the officer may require the driver to stop the vehicle in a suitable place and remain standing until that portion of the load is shifted or removed as necessary to reduce the gross axle load weight of the vehicle to the limit permitted under this ordinance. All material unloaded as provided under this subsection shall be cared for by the owner or operator of the vehicle at the risk of the owner or operator. A judge or magistrate imposing a civil fine and costs under this Section that are not paid in full immediately or for which a bond is not immediately posted (in double the amount of the civil fine and costs) shall order the driver or owner to move the vehicle at the driver's own risk to a place of safekeeping, and keep the vehicle until the fine and costs are paid or sufficient bond is furnished or until the judge or magistrate is satisfied that the fine and costs will be paid. The officer, who determined, after weighing a vehicle and load, that the weight is unlawful, may require the driver to proceed to a judge or magistrate within the City. If the judge or magistrate is satisfied that the probable civil fine and costs will be paid by the owner or lessee, the judge or magistrate may allow the driver to proceed, after the load is made legal. If the judge or magistrate is not satisfied that the owner or lessee, after a notice and a right to be heard on the merits is given, will pay the amount of the probable civil fine and costs, the judge or magistrate may order the vehicle to be impounded until trial on the merits is completed under conditions set forth in this Section for the impounding of vehicles after the civil fine and costs have been imposed. Removal of the vehicle, and forwarding, care or preservation of the load shall be under the control of and at the risk of the owner or driver. Vehicles impounded shall be subject to a lien, subject to a prior valid bona fide lien of prior record,

in the amount of the civil fine and costs and if the civil fine and costs are not paid within 90 days after the seizure, the Court shall certify the unpaid judgment to the Owosso City Attorney, who may proceed to enforce the lien by foreclosure sale in accordance with procedure authorized in the case of chattel mortgage foreclosures.

(c) Subject to Section 33-150.13 (d), an owner of a vehicle, or a lessee of the vehicle, or other person, who causes or allows a vehicle to be loaded and driven or moved on a highway, when the weight of that vehicle violates Section 33-150.10, is responsible for a civil infraction and shall pay a civil fine in an amount equal to three cents per pound for each pound of excess load over 1,000 pounds when the excess is 2,000 pounds or less; six cents per pound of excess load when the excess is over 2,000 pounds but not over 3,000 pound; nine cents per pound for each pound in excess load when the excess is over 3,000 pounds but not over 4,000 pounds; 12 cents per pound for each pound of excess load when the excess is over 4,000 but not over 5,000 pounds; 15 cents per pound for each pound of excess load when the excess is over 5,000 pounds but not over 10,000 pounds; and 20 cents per pound for each pound of excess load when the excess is over 10,000 pounds.

(d) If the Court determines that the motor vehicle or the combination of vehicles was operated in violation of this Section, the court shall impose a fine as follows:

(1) If the Court determines that the motor vehicle or the combination of vehicles was operated in such a manner that the gross weight of the vehicle or the combination of vehicles would not be lawful by a proper distribution of the load upon all the axles of the vehicle or the combination of vehicles, the Court shall impose a fine for the violation according to the schedule provided for in Section 33-150.13 (c).

(2) If the Court determines that the motor vehicle or the combination of vehicles would be lawful by a proper distribution of the load upon all of the axles of the vehicle or the combination of the vehicles, but that one or more axles of the vehicle exceeded the maximum allowable axle weight by 4,000 pounds or less, the court shall impose a misload fine of \$200.00 per axle. Not more than three axles shall be used in calculating the fine to be imposed under this Section. This Section does not apply to vehicles subject to the maximum loading provisions of Section 33-1501.10 (k) or to a vehicle found to be in violation of a special permit issued under Section 33-150.15.

(3) If the Court determines that the motor vehicle or the combination of vehicles would be lawful by a proper distribution of the load upon all of the axles of the vehicle or the combination of vehicles, but that one or more axles of the vehicle exceeded the maximum allowable axle weight by more than 4,000 pounds, the court shall impose a fine for the violation according to the schedule provided in Section 33-150.12 (c).

(e) A driver or owner of a commercial vehicle with other vehicles or trailers in combination, a truck or truck tractor, a truck or truck tractor with other vehicles in combination, or any special mobile equipment, who fails to stop at or bypasses any scales or weighing station, is guilty of a misdemeanor.

(f) Reserved.

(g) A driver or owner of a vehicle who knowingly fails to stop when requested or ordered to do so, or who fails to submit to a weighing by a police officer authorized to require the driver to stop and submit to a weighing of the vehicle and load, is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$100.00, or both. A driver or person who dumps his or her load when ordered to submit to a weigh, or who otherwise attempts to commit or commits an act to avoid a vehicle weigh is in violation of this Section.

Sec. 33-150.14. - Axle weight requirements; vehicles equipped with lift axles.

(a) The axle weight requirements of this ordinance do not apply to a vehicle equipped with lift axles during the period in which axles are raised to negotiate an intersection, driveway, or other turn and until

the lift axles are fully engaged after the period of time or the distance necessary to negotiate that intersection, driveway or other turn.

(b) This section does not exempt axle weight requirements due to a lift axle system that is not working properly or due to driver error or non-compliance.

(c) If a vehicle is to be weighed to determine whether the vehicle is being operated in violation of this ordinance or a rule promulgated under the Motor Carrier Safety Act, and the vehicle is equipped with lift axles that have been raised to allow the vehicle to negotiate an intersection, driveway, or other turn, the vehicle shall be weighed only after the lift axles have been fully lowered and are under operational pressure as provided in Section 33-150.14 (a). This section does not exempt axle weight requirements due to a lift axle system that is not working properly or due to driver error or non-compliance.

(d) As used in this section, "lift axle" means an axle on a vehicle that can be raised or lowered by mechanical means.

Sec. 33-150.15. - Special permits for non-conforming vehicles; applications; farm machinery, telephone, telegraph, or electric poles, concrete pipes, mobile homes.

(a) Pursuant to MCL 257.725, the Michigan Transportation Department or the Road Commission of Shiawassee County, upon receipt of a written application and upon good cause being shown, may issue a written special permit, authorizing an applicant to operate upon or remove from a highway maintained by the City, a vehicle or combination of vehicles that are any of the following:

(1) Of a size, weight, or load exceeding the maximum specified in this ordinance.

(2) Otherwise not in conformity with this ordinance.

(b) The special permit application shall be on a form prescribed by the Michigan Department of Transportation or the Road Commission of Shiawassee County and shall specifically describe the vehicle or vehicles and load to be operated or moved and the particular highways upon which the special permit to operate is requested.

(c) The Michigan Department of Transportation or the Road Commission of Shiawassee County may issue a special permit and charge a fee, which shall not exceed the administrative costs incurred. The special permit can authorize the operation of the following upon a highway:

(1) Traction engines or tractors having movable tracks with transverse corrugations upon the periphery of those movable tracks on farm tractors.

(2) Other farm machinery otherwise prohibited under this ordinance.

(d) A special permit shall specify the trip or trips and date or dates for which it is valid, and the Michigan Department of Transportation or the Road Commission of Shiawassee County may restrict or prescribe conditions of operation of a vehicle or vehicles, if necessary, to protect the safety of the public or to insure against undue damage to the road foundations, surfaces, structures, or installations, and may require a reasonable inspection fee and other security as set out in MCL 257.725 to compensate for damages caused by the movement. A special permit may be issued on an annual basis.

(e) A special permit issued under this section shall be carried in the vehicle or combination of vehicles to which it refers and shall be open to inspection by a police officer. A person shall not violate any of the terms or conditions of the special permit.

(f) A person who violates this Section is responsible for a civil infraction.

(g) A person who is issued a special permit to move a mobile home under this section is subject to Section 33-150.5.

Sec. 33-150.16. - Regulation of highways by City; penalty for violations.

(a) For highways under the City's jurisdiction, except state trunk line highways, the City may do any of the following:

- (1) Prohibit the operation of trucks or other commercial vehicles on designated highways or streets.
- (2) Impose limitations as to the weight of trucks or other commercial vehicles on designated highways or streets.
- (3) Provide that only certain highways or streets may be used by trucks or other commercial vehicles.

(b) Any prohibitions, limitations, or truck route designations established under Section 33-150.16 (a) shall be designated by appropriate signs placed on the highways or streets. The design and placement of the signs shall be consistent with the requirements of MCL 257.608.

(c) A person who violates a prohibition, limitation, or truck route designation established pursuant to Section 33-150.16 (a) is responsible for a civil infraction.

Sec. 33-150.17. - Police officer's authority to enforce ordinance on boundary streets and highways.

Pursuant to MCL 257.726a, a police officer of the City may exercise authority and powers outside his or her own City or County when enforcing this ordinance on a street or highway which is on the boundary of the City or County, the same as if the police officer were in his or her own City and County.

Sec. 33-150.18. - Stopping motor vehicles for possible load, weight, or height violations; temporary detention; arrests.

Any police officer having reason to believe that the load, weight, or height of a vehicle or load is in violation of Sections 33-150.4, 33-150.8, 33-150.11 or 33-150.13, and that violation is a misdemeanor, may require the driver of the vehicle to stop, and the officer may investigate, weigh, or measure the vehicle or load. If after personally investigating, weighing, or measuring the vehicle or load, the officer determines that the load, weight, or height of a vehicle or load are in violation of the requirements of Sections 33-150.4, 33-150.8, 33-150.11, or 33-150.13, the officer may temporarily detain the driver of the vehicle for purposes of making a record or vehicle check, and may make an arrest for the violation, and may proceed as otherwise provided in this Ordinance.

SECTION 4. ADDITION. That Article VIII, Motor carrier safety, shall be added as follows:

Sec. 33-151.0. – Short title. This article shall be known and may be cited as the "Motor Carrier Safety Ordinance."

Sec. 33-151.1. - Adoption of federal regulations; modifications of federal definitions; application of ordinance; definitions.

(a) The City of Owosso adopts the following provisions of Title 49 of the Code of Federal Regulations, on file with the office of the Michigan Secretary of State and the Owosso City Clerk, except where modified by this ordinance:

- (1) Hazardous materials regulations, being 49 CFR parts 100 through 180, except for the transportation of agricultural products (for which an exception from the application of 49 CFR subchapter C and 49 CFR subchapters G and H, part 172, is provided under 49 CFR 173.5), is specifically authorized if the transportation is in compliance with this ordinance and state law.

(2) Motor carrier safety regulations, being 49 CFR parts 40, 356, 365, 368, 371 through 373, 375, 376, 379, 382, 385, 387, 390 through 393, 395 through 399 including the appendices of each part except for the following:

- a. Except as provided in this subparagraph, where the term “United States Department of Transportation”, “Federal Motor Carrier Safety Administration”, “Federal Motor Carrier Safety Administrator”, “Director”, “Bureau of Motor Carrier Safety”, Pipeline and Hazardous Materials Administration”, or “Associate Administrator for Hazardous Materials Safety” appears, it refers to the Michigan Department of State Police or the City of Owosso. If the term is being used for purposes of 49 CFR 397 as it relates to routing and movement of hazardous materials, it refers to the Michigan Department of Transportation or the City of Owosso.
- b. Where “inter-state” appears, it shall mean intra-state or inter-state, or both, as applicable, except as specifically provided in this ordinance.
- c. Where “Special Agent of the Federal Motor Carrier Safety Administration”, “Administration Personnel”, or “Hazardous Materials Enforcement Specialist” appears, it either means a police officer or an enforcement member of the Motor Carrier Division of the City.
- d. Where MCS 63 appears, it means MC 9 and MC 9b.
- e. Where MCS 64 appears, it means UD-70.
- f. Exempt intra-City zones and the regulations applicable to exempt intra-City zones do not apply to this ordinance.

(b) This ordinance does not apply to a bus operated by a public transit agency operating under any of the following:

(1) A county, city, township, or village as provided by law or other authority incorporated under 1963 PA 55, MCL 124.351 to MCL 124.359. Each authority and governmental agency incorporated under 1963 PA 55, MCL 124.351 to MCL 124.359, has the exclusive jurisdiction to determine its own contemplated routes, hours of service, estimated transit vehicle miles, costs of public transportation services, and projected capital improvements or projects within its service area.

(2) An authority incorporated under the Metropolitan Transportation Authorities Act of 1967, 1967 PA 204, MCL 124.401 to MCL 124.426, or an authority that operates a transportation service pursuant to an inter-local agreement under the Urban Cooperation Act of 1967, (Ex Sess.) PA 7, MCL 124.501 to MCL 124.512.

(3) A contract entered into pursuant to 1967 (Ex Sess.) PA 8, MCL 124.531 to MCL 124.536 or 1951 PA 35, MCL 124.1 to MCL 124.13.

(4) An authority incorporated under the Public Transportation Authority Act, 1986 PA 196, MCL 124.451 to MCL 124.479, or a nonprofit corporation organized under the Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to MCL 450.3192, that provides transportation services.

(5) An authority financing public improvements to transportation systems under the Revenue Bond Act of 1933, 1933 PA 94, MCL 141.101 to MCL 141.140.

(c) As used in this ordinance:

“Hazardous material vehicle inspection or repair facility” means a commercial enterprise that performs inspections, certification, testing, or repairs to commercial motor vehicles transporting hazardous materials as required by 49 CFR parts 100 to 180 and includes motor carriers that perform the inspections, certification, testing, or repairs to vehicles owned or leased by the motor carrier.

Sec. 33-151.2. - Operation of commercial motor vehicle; requirements; qualifications for operation in intra-state transportation.

- (a) A person shall not drive a commercial motor vehicle unless he or she is qualified to drive that vehicle. A motor carrier shall not require or permit a person to drive a commercial motor vehicle unless that person is qualified to drive that vehicle.
- (b) In the case of intra-state or intra-city transportation, a person is qualified to drive a commercial motor vehicle if he or she meets all the requirements of 49 CFR part 391, except the following provisions:
- (1) Except as otherwise provided in section (2), the person is at least 18 years old when transporting intra-state or intra-city property or passengers.
 - (2) The person is at least 21 years old when transporting hazardous materials in a quantity that requires the vehicle to be marked or placarded under 49 CFR parts 100 to 180.
 - (3) The person is eligible for and displays a grandfather rights card issued in accordance with the Motor Carrier Safety Act, MCL 480.11, et. seq.

Sec. 33-151.3. - Trailers; equipment with surge brakes.

Trailers with a gross vehicle weight or gross vehicle weight rating of 15,000 pounds or less or trailer-vehicle combinations with an actual gross vehicle weight or a gross vehicle weight rating of 26,000 pounds or less may be equipped with surge brakes for intra-state and intra-city operations as allowed by section 705(1)(c) of the Michigan Vehicle Code, 1949 PA 300, MCL 257.705.

Sec. 33-151.4. - Application of ordinance to drivers for intra-state or intra-city motor carriers regularly employed for period beginning on or before June 10, 1984; application of certain requirements of ordinance to all drivers granted grandfather rights; duration of grandfather rights; application of exemption.

The provisions of this ordinance and 40 CFR 391.21, adopted by reference, relating to the applications for employment, 49 CFR 391.23, adopted by reference, relating to investigations and inquiries, and 49 CFR 391.31 and CFR 391.33 adopted by reference, relating to road tests, do not apply to a driver who has been a regularly employed driver of an intra-state or intra-city motor carrier of property for a continuous period which began on or before June 10, 1984, as long as he or she continues to be a regularly employed driver of that motor carrier or a driver who has been a regularly employed driver of an intra-state or intra-city motor carrier of passengers for a continuous period which began on or before March 3, 1991, as long as he or she continued to be a regularly employed driver of that motor carrier. Such a driver is qualified to drive a commercial motor vehicle if he or she fulfills the requirements of section 151.2 (4) (b).

Sec. 33-151.5. - Application of ordinance to operation of farm vehicles, implements of husbandry, public utility vehicles, government vehicles, combinations of vehicles, school buses, motor buses, and commercial vehicles engaged in seasonal construction related activities; definitions.

- (a) In the case of intra-state or intra-city transportation, the provisions of 49 CFR 391.21, adopted by reference, relating to application for employment, 49 CFR 391.23, adopted by reference, relating to investigations and inquires, 49 CFR 391.31, adopted by reference, relating to road tests, 49 CFR part 395, adopted by reference, relating to hours of service, 49 CFR 391.41 to 391.45, adopted by reference, to the extent that they require a driver to be medically qualified or examined and to have a medical examiner's certificate on his or her person and the provisions of this ordinance relating to files and records do not apply to a farm vehicle driver as defined in 49 CFR 390.5, adopted by reference.
- (b) For intra-state or intra-city transportation, the provisions of this ordinance do not apply to a self-propelled implement of husbandry or an implement of husbandry being drawn by a farm tractor or another implement of husbandry.

(c) The provision of this ordinance related to driver qualifications do not apply to public utility, telephone, and cable television company service employees if those employees are not otherwise being used as a regularly employed driver and are not operating a vehicle that meets the definition of a commercial motor vehicle in 49 CFR part 383.

(d) The requirements of 49 CFR part 395 do not apply to any driver of a public utility service vehicle when being used in cases of emergency. As used in this subsection, "emergency" means any instance of loss of public utility service due to an unforeseen circumstance, a natural disaster, or an act of God. A declaration of emergency by a public official is not required to constitute an emergency under this subsection.

(e) A commercial motor vehicle constructed and maintained so that the body chassis or other parts of the vehicle afford the rear end protection required by 49 CFR 393.86 is in compliance with that section.

(f) This ordinance and the rules promulgated under the federal regulations which are adopted by reference do not apply to a commercial motor vehicle owned and operated by a unit of government or its employees, except as otherwise provided by this ordinance, and except for all of the following parts of 49 CFR:

- (1) Part 382.
- (2) Part 391.
- (3) Part 392.
- (4) Part 393.

(g) A combination of vehicles with an actual combination gross vehicle weight or a gross combination weight rating of 26,000 pounds or less, provided the trailer or semitrailer has an actual gross vehicle or gross vehicle weight rating of 15,000 pounds or less, may be equipped with surge brakes for intra-state and intra-city operation as allowed by section 705 (1) (c) of the Michigan Vehicle Code, 1949 PA 300, MCL 257.705. Vehicles of any size that are transporting hazardous materials in an amount that requires placarding or vehicles that are designed to transport more than eight passengers, including the driver, are prohibited from being equipped with surge brakes for intra-state and intra-city operation.

(h) This ordinance and the rules promulgated under the federal regulations which are adopted by reference do not apply to a school bus as defined in the Pupil Transportation Act, 1990 PA 187, MCL 257.1801 to MCL 257.1877, or a bus defined and certified under the Motor Bus Transportation Act, 1982 PA 432, MCL 474.101 to MCL 474.141.

(i) As used in Section 33-151 (c) and (d), "public utility" means a person or corporation operating equipment or facilities for producing, generating, transmitting, delivering, or furnishing gas or electricity for the production of light, heat, or power for the public for compensation.

(j) As used in this section:

(1) "Implement of husbandry" means that term as defined in section 21 of the Michigan Vehicle Code, 1949 PA 300, MCL 257.21.

(2) "Farm tractor" means that term as defined in section 16 of the Michigan Vehicle Code, 1949 PA 300, MCL 257.16.

Sec. 33-151.6. - Submission of transportation safety related documents by motor carriers and hazardous materials vehicle inspection and repair facilities to motor carrier officers; facsimile of motor carrier division identification card; inspection of cargo or vehicle without warrant by motor carrier officer.

(a) Motor carriers shall submit, upon demand, all their transportation safety related documents, such as all records and information pertaining to any accident, drivers records of duty status, bills of lading,

shipping records, driver time and payroll records, driver qualification records, vehicle maintenance records, and equipment for inspection or copying during regular business hours to any Owosso motor carrier enforcement police officer.

(b) Hazardous materials vehicle inspections and repair facilities shall submit, upon demand, all their transportation safety related documents as required by this ordinance, such as hazardous materials tank certification and repair documents, and annual inspection certification documents to any Owosso motor carrier enforcement police officer.

(c) A motor carrier or a hazardous material vehicle inspection or repair facility operating within the City with main offices in another city, state or province shall submit all transportation safety related documents as outlined in Section 33-151 (a) for inspection and copying within 10 working days after receiving formal notification requesting the documents.

(d) An Owosso motor carrier enforcement police officer, may without a warrant, require the cargo carrying portion of a vehicle to be opened for inspection of the cargo, any object within that portion of the vehicle, or the interior of the vehicle or any compartment within the interior of the vehicle. If a commercial motor vehicle is inspected by breaking the load seal, then the police officer shall give to the driver a signed receipt of inspection and the police officer shall be responsible for applying a City of Owosso seal.

Sec. 33-151.7. - Penalties for violations of ordinance or rules; warrantees stops and investigations of motor vehicles; issuance of citations; enforcement of federal or foreign out-of service orders; penalties for violations of out-of-service orders.

(a) Except as provided in Sections 33.151.9, 33.151.10 and 33.151.11, any person, driver, or motor carrier, as defined by 49 CFR 390.5, who violates this ordinance or a rule adopted by reference under this ordinance, or permits or requires any person to violate this ordinance or a rule adopted by reference under this ordinance, is responsible for a civil infraction and may be ordered to pay a fine of not more than \$250.00 for each violation.

(b) A Owosso motor carrier enforcement police officer, with probable cause to believe that a motor vehicle is being operated in violation of this ordinance or a rule adopted by reference under this ordinance, may stop the motor vehicle and inspect the motor vehicle. If a violation is found, the officer may issue a notice to appear for that violation.

Sec. 33-151.8. - Adoption by Reference of Rules Promulgated by the Michigan Department of State Police.

Any rules promulgated by the Michigan Department of State Police necessary to the accomplishment of purposes of the Motor Carrier Safety Act, 1963 PA 181, MCL 480.11,et. seq. are hereby adopted by reference, as amended.

Sec. 33-151.9. - Penalties; "serious safety defect" defined.

(a) A driver, person, or motor carrier, as defined by 49 CFR 390.5, who operates or who requires or permits the driver to operate a commercial motor vehicle with a serious safety defect in violation of this ordinance or a rule adopted by reference under this ordinance, is responsible for a civil infraction and shall be assessed a fine of not more than \$500 for each violation. A fine ordered to be paid by the district court under this Section shall be paid to the Court and the Court shall apply the fines to the City and the State for library purposes, as provided by law.

(b) As used in this Section, "serious safety defect" means a violation of this ordinance or a rule adopted by reference under this ordinance relative to brakes, tires, steering, coupling devices, headlights, taillights, brake lights, and turn signals that results in the vehicle being placed out of service.

Sec. 33-151.10. - Offenses relating to operating or requiring or permitting operation of commercial motor vehicle in violation of provisions of ordinance or rules related to transportation of hazardous materials; penalties.

(a) A person who operates or who requires or permits a person to operate a commercial motor vehicle in violation of this ordinance or a rule adopted by reference under this ordinance related to the transportation of hazardous materials, if the vehicle is transporting a package required to be marked or labeled under 49 CFR parts 100 to 180, is responsible for a civil infraction and may be ordered to pay a fine of not more than \$500.00 for each violation.

(b) A person or entity identified in Section 33-151.10 (a) who knowingly or willfully violates this ordinance or a rule adopted by reference under this ordinance is, upon conviction, guilty of a misdemeanor punishable by imprisonment of not more than 90 days or a fine of not more than \$500.00, or both, for each violation.

(c) A person or entity identified in Section 33-151.9 (a), who causes injury or death during a violation of this ordinance, while a vehicle identified in subsection (a) that is transporting a package required to be marked or labeled under 49 CFR parts 100 to 180 is, upon conviction, guilty of a misdemeanor punishable by imprisonment of not more than 90 days or a fine of not more than \$500.00, or both, for each violation.

(d) An officer, employee, owner, or agent of an individual, partnership, corporation, or association, or their lessees or receiver appointed by a court that is the owner or user of any hazardous materials vehicle inspection or repair facility that violates a section of this ordinance, or a rule adopted by reference under this ordinance, related to the transportation of hazardous materials, is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both, for each violation.

Sec. 33-151.11. - Issuance and contents of compliance and shut down orders; penalties for failure to comply with shut down orders.

(a) As used in this section:

(1) "Immediate destination" means the next scheduled stop of a commercial vehicle already in motion where the cargo on board can be safely secured.

(2) "Motor carrier division" means the motor carrier division of the Michigan State Police and/or the City of Owosso.

(3) "Person" means an individual, driver, or employee or a firm, motor carrier, lessee, lesser, association, partnership, or corporation, and their affiliated or related successors, that undertakes to control, direct, conduct, or otherwise perform transportation by commercial motor vehicle upon the public highways of this city.

(4) "Shut down order" means a court order issued to the Owosso police department motor carrier enforcement division upon proof shown of unreasonable risk or an imminent hazard.

(5) "Unreasonable risk or an imminent hazard" shall be defined as any condition of commercial motor vehicle, employee, or commercial motor operation which creates, causes, or compounds the substantial likelihood that death, serious illness, or severe personal injury may occur if not discontinued immediately.

(6) Upon determination that the continued operation of commercial motor vehicles by a person upon the highways of this City and State poses an unreasonable risk or an imminent hazard to the public safety, the motor carrier division of the Owosso Police Department shall issue a compliance order. The order may direct a person to make certain changes, repairs, or alterations to the person's vehicles or operations, to comply with the laws of the City and the State of Michigan. In making an

order, restrictions shall not be imposed on any employee or person beyond that required to abate the hazard. Any vehicle or driver operating during the specified time period of the order shall be in compliance with all applicable laws and rules.

(7) A compliance order shall include the name and address of the person and the chief operating officer of the person, the reason or reasons for the order, and the requirements or conditions that must be met for rescission of the order. The order shall also include a statement that the person has a set time limit to comply with the order. If the set time limit expires and the person is not in compliance with the order, the motor carrier division of the Owosso Police Department may seek a shut down order from the 66th Judicial District Court. The Motor Carrier Division of the Owosso Police Department shall set the time limit for compliance, with the compliance order to be not less than 30 days and not more than 180 days.

(8) Upon petition to the 66th Judicial District Court by the motor carrier division of the Owosso Police Department, the court may issue a shut down order. The order shall direct a vehicle or vehicles or employee or employees out of service from further operations, or shall direct a person to cease all or part of the person's commercial motor vehicle operation. In making such an order, restrictions shall not be imposed on any employee or person beyond that required to abate the hazard.

(9) A shut down order shall include the name and address of the person and the chief operating officer of the person, the reason or reasons for the order, the requirements or conditions that must be met for rescission of the order, and a statement of the right of appeal.

(10) An order to any person to cease all or part of its operation shall not prevent vehicles in transit at the time the order is served from proceeding to their immediate destinations, unless that vehicle or person is specifically ordered out of service. However, vehicles and drivers proceeding to their immediate destination shall be subject to compliance upon arrival.

(11) A person who fails to comply with a shut down order is guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00 for each violation, or by imprisonment for not more than 90 days, or both. A person or vehicle found operating on the highway of this City while under a shut down order shall be immediately stopped, and impounded or arrested. The owner or lessee of the vehicle shall be responsible for any costs incurred during impoundment. The vehicle shall be released upon the Court's determination that there is compliance with the order.

Sec. 33-151.12. - Venue of prosecutions under this ordinance.

When this ordinance or a rule adopted by reference under this ordinance has been violated, the offense may be prosecuted in the 66th Judicial District Court if the motor vehicle, driver or operator implicated was situated in or passed through the City when the offense was committed.

Sec. 33-151.13. - Incidents involving transportation of hazardous materials; notification of state police and fire department.

Immediately following any of the following occurrences involving the transportation of hazardous materials, the owner, driver, or lessee, or representative of the owner, driver, or lessee, shall notify the motor carrier division of the Department of State Police, the motor carrier division of the Owosso Police Department and the Owosso Fire Department of the known details regarding the incident.

Sec. 33-151.14. - Vehicle combination transporting combustible liquids; requirements; information required to be on file; retention and transfer of information; applicability of requirements in subsections (b) and (c); transport of flammable liquids, gases, or compressed gases by vehicle combinations, equipment requirements; retention of records regarding devices; compliance with other requirements by motor vehicles transporting flammable liquids or gases.

(a) A truck tractor pulling a semitrailer and a trailer, or pulling two semitrailers, shall not transport a combustible liquid unless the vehicle combination meets the following requirements:

(1) Is equipped with a device that restricts the horizontal and vertical rotation of the dolly assemblage of the vehicle combination in a manner that maintains the longitudinal tracking of the dolly and semitrailer in a truck, tractor, semitrailer, and trailer combination, or the dolly and the truck in a truck and trailer combination. This device shall be welded to the vehicle in a workmanlike manner, and the efficiency of a weld shall not be less than 85% of the mechanical properties of the adjacent metal in the chassis.

(2) Is equipped with stops in the spring hangers of each semitrailer and trailer in the vehicle combination in a manner that improves the stability of the vehicle combination by reducing the free play of the leaf spring suspension to a maximum of $\frac{3}{4}$ of an inch when the spring passes from tension to compression.

(b) The owner of the semitrailer or trailer to which the device described in Section 33-151.14(a) is attached shall keep on file in their principal place of business the following information:

(1) Specifications and plans of the device.

(2) Name of the manufacturer of the device.

(3) Date of installation of the device

(4) An individual manufacturer identification number which is stamped or permanently affixed to the device.

(c) The information required in subsection (b) shall be kept by the vehicle's owner and shall be transferred to the new owner if the vehicle is sold, or may be destroyed if the vehicle is retired from service or scrapped.

(d) The requirements specified in Section 33-151.14 (b) and (c) apply to devices affixed to vehicles on or after January 8, 1996.

(e) Commercial motor vehicles used to transport flammable liquids, flammable gases, or compressed flammable gases shall also comply with Section 33-150.11 of this ordinance.

Sec. 33-151.15. - Adoption or enforcement of inconsistent ordinance or resolutions; disposition of fines for operation of vehicles with serious safety defects; issuance of multiple citations within 24 –hour period for violation of provisions substantially corresponding to MCL 257.683 to MCL 257.725a; dismissal of City citations upon production of proof of repair of equipment violations; requirements for classification as motor carrier enforcement officer.

(a) This ordinance shall not be amended by the City of Owosso to adopt or enforce provisions which are inconsistent with the Motor Carrier Safety Act, being MCL 480.11, et. seq. As used in this section, "inconsistent means a provision or rule that is more permissive or more restrictive than the Motor Carrier Safety Act, or that would require more action, equipment, or permits than required by the Motor Carrier Safety Act, or that prevents or obstructs compliance with the Motor Carrier Safety Act.

(b) The fine for operating a vehicle with a serious safety defect, which is ordered to be paid under this ordinance or a resolution adopted by the City of Owosso that is consistent with Section 33-151.9, shall be paid as follows:

(1) Seventy percent to the City of Owosso.

(2) Thirty percent for library purposes, as provided by law.

(c) Section 33-151.14 (b) does not apply to a fine ordered to be paid for a case in which the citation is dismissed, as set forth below.

(d) The owner or operator of a commercial motor vehicle shall not be issued more than one citation for each violation of the provisions of this ordinance regulating the operation of a commercial motor vehicle and substantially corresponding to 683 to 725a of the Michigan Vehicle Code, 1949 PA 300, MCL 257.683 to MCL 257.725a, within a 24-hour period. If the owner or operator of a commercial motor vehicle is issued a citation by the City of Owosso for an equipment violation that does not result in the vehicle being placed out of service, the court shall dismiss the citation if the owner or operator of that commercial motor vehicle provides written proof of the court within 14 days after the citation is issued showing that the defective equipment indicated in the citation has been repaired.

(e) In order to be classified as a motor carrier enforcement officer, an Owosso police officer must have training equal to the minimum training requirements, including any annual training updates, established by the Michigan Department of State Police for an officer of the motor carrier division of the Michigan Department of State Police. A police officer who has received training equal to these minimum training requirements before the effective date of this ordinance is considered a motor carrier enforcement officer for purposes of the Michigan Motor Carrier Safety Act and this ordinance.

Sec. 33-151.16. - Transfer of hazardous materials on highways, roads, streets, or alleys; overfilling of containers during transfers; penalties.

(a) Except as provided in Section 33-151.16 (b), a person, driver, owner, carrier, lessee, or lesser shall not transfer or allow to be transferred a hazardous material from a cargo tank, portable tank, or any other container to any cargo tank, portable tank, fuel tank, or any other container on a highway, road, street, or alley within the City.

(b) Section 33-151.16 (a) does not apply to the following transfer situations:

(1) Fueling machinery or equipment for construction, farm, and maintenance use.

(2) Fueling emergency vehicles.

(3) Under emergency conditions, a transfer may be made provided it is approved by the Owosso Fire Chief, or his/her designee and the Bureau of Fire Service created in section 1b of the Fire Prevention Code, 1941 PA 207, MCL 29.1b, or a hazardous materials investigator of the motor carrier division of the Michigan Department of State Police pursuant to their respective authority under the Fire Prevention Code, 1941 PA 207, MCL 29.1 to MCL 29.34.

(c) A person shall not overfill a container, including a storage tank, during a transfer of a hazardous material from or into a vehicle, so that hazardous material is released from the package or container.

(d) The penalty for violating this section is as prescribed in Section 33-151.10.

Sec. 33-151.17. - Transportation or allowance of transportation of vehicle carrying hazardous materials on publicly maintained route.

(a) A person, driver, owner, carrier, lessee, or lesser shall not transport or allow to be transported a vehicle carrying hazardous materials in an amount required to be placarded under title 49 of the Code of Federal Regulations on a publicly maintained route as identified on the national hazardous materials route registry as determined by the United States Department of Transportation under title 49 CFR.

(b) The penalty for violating this section shall be as prescribed in Section 33-151.10.

Sec. 33-151.18. - Enforcement of civil infractions; procedure for provision of security and appearance by nonresidents stopped for civil infractions; disposition by police officers at end of tour of duty of certificates or deposits of money taken as security for appearance; entry of default judgment and forfeiture of posted certificate or deposit.

- (a) A civil infraction action shall be enforced in the manner provided for enforcement under this Chapter.
- (b) When a person who is not a resident of the State of Michigan is stopped for a civil infraction in the City of Owosso, the police officer making the stop may take security for the non-residents appearance in court. The person stopped may recognize to the officer or to the court for his or her appearance by leaving with the officer or court a guaranteed appearance certificate or a sum of money not to exceed \$100.00.
- (c) If a magistrate is available for an immediate appearance, upon demand of the person stopped, the officer immediately shall take the nonresident driver before the magistrate to answer to the civil infraction alleged. If the nonresident defendant requests a hearing, the hearing shall be scheduled and the defendant shall leave with the court the guaranteed appearance certificate or deposit as security for appearance at the scheduled informal or formal hearing.
- (d) The officer receiving a guaranteed appearance certificate or deposit of money shall give a receipt to the person stopped for the guaranteed appearance certificate or the money deposited together with the written citation.
- (e) At or before the completion of his or her tour of duty, a police officer taking a certificate or deposit of money shall deliver the certificate or deposit of money and the citation either to the court named in the citation or to the police chief or person authorized by the police chief to receive certificates or deposits. The police chief or person authorized by the police chief shall deposit the certificate or the money deposited and the citation with the court. Failure to deliver the money deposited shall be embezzlement of public money.
- (f) If the person who posts a certificate or deposit fails to appear as required in the citation or fails to appear for a scheduled informal or formal hearing, the district court shall enter a default judgment against the person, and the guaranteed appearance certificate or money deposit shall be forfeited and applied to any civil fine or costs ordered.
- (g) For purposes of this Section, "guaranteed appearance certificate" means a card or certificate containing a printed statement that a surety company authorized to do business in Michigan guarantees the appearance of the person whose signature appears on the card or certificate and that the company, if the person fails to appear in court at the time of a scheduled informal or formal hearing or to pay any fine or costs imposed, will pay any fine, costs, or bond forfeiture imposed on the person in a total amount not to exceed \$200.00.

Sec. 33-151.19. - Prevention of throwing of water or other road surface substances from rear wheels of vehicles or combinations; use of flaps.

A truck, truck tractor, trailer, semitrailer, or any combination of these, when used on a highway, shall be constructed, equipped, or operated to prevent water or other road surface substances from being thrown from the rear wheels of the vehicle or combination at tangents exceeding 22 ½ degrees measured from the road surface. If a flap type device is used, it shall not have attached any type of lamp, breakable reflective material, or reflecting buttons nor may the device extend beyond the maximum width of the vehicle or combination

SECTION 5. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 6. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 7. EFFECTIVE DATE. This amendment shall become effective 20 days after passage.

SECTION 8. AVAILABILITY. This ordinance may be purchased or inspected in the city clerks' office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 9. PUBLIC HEARING. A public hearing is set for Tuesday, September 3, 2013 at approximately 7:30 p.m. in the City Hall Council Chambers to hear citizen comment regarding the proposed amendment.

Boards and Commissions Appointments. Consider the following mayoral boards and commissions appointments:

| Name | Board/Commission | Term Expires |
|------------------|---|--------------|
| Kristen Woodbury | Parks & Recreation Commission | 06-30-2015 |
| Kerry Baker | Historical Commission (to fill the unexpired term of D. Schneider) | 12-31-2015 |

Antique Bike Show Permission. Consider authorization of the application from House of Wheels and the Westown Corridor Improvement Authority to use the parking lot behind House of Wheels (Lot #11) for an Antique Bike Show on Sunday, August 11, 2013 from 8:00 a.m. to 6:00 p.m., waive the insurance requirement, and approve Traffic Control Order No. 1298 formalizing the action.

Gilbert Street Block Party Permission. Consider authorization of the application of Jaimi Redmond, on behalf of the Gilbert Street block party group, for use of Gilbert Street from Oliver Street to Queen Street on August 25, 2013 from 2:00 p.m. to 7:00 p.m. for a block party, waive the insurance requirement, and approve Traffic Control Order No. 1299 formalizing the action.

Zombie Walk Permission. Approve the application of John Wracan for use of City sidewalks for a fund raiser walk benefitting the American Red Cross on October 26, 2013 from 2:00 p.m. until 5:00 p.m. The planned walk would utilize the following route: beginning at the corner of Washington and Water Streets, proceeding on the sidewalk north on Washington Street to M-21, west to M-52, north to Curwood Castle Drive, then across the bridge to Exchange Street, east to Washington Street, and south on Washington to the corner of Washington and Water Streets. The applicant further requests waiver of the insurance requirement and authorization of Traffic Control Order No. 1300 formalizing the action.

Waste Water Treatment Plant Electric Rate Contract. Approve contract with Consumers Energy for electric service at the waste water treatment plant for a period of one year with annual review and option to renew as follows:

RESOLUTION NO. 81-2013

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CONSUMERS ENERGY FOR A PRIMARY TIME-OF-USE PILOT RATE FOR THE ELECTRIC SERVICE AT THE WASTEWATER TREATMENT PLANT

WHEREAS, Consumers Energy is offering a new pilot electric rate for a limited number of primary electric customers; and

WHEREAS, the electric service to the Owosso Wastewater Treatment Plant (Consumers Act # 100000180248) qualifies for this rate; and

WHEREAS, analysis indicates this rate structure will result in lower electric charges for usage at the plant,

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 and in the public interest to enter into the contract with Consumers Energy for the "Primary Time-of-use Pilot Rate GPTU",
- SECOND: The new rate shall become effective following execution of the contract with an initial term of one year and yearly extensions with option to cancel and elect a different rate if beneficial to the City,
- THIRD: The Mayor and Clerk are authorized to execute the contract for the City and monthly utility payments to Consumers will continue to be paid from the Wastewater Fund.

Rescind Resolution No. 61-2013 – Sidewalk Replacement Program. Rescind Resolution No. 61-2013 authorizing a contract with West Branch Greenhouse for the 2013 Sidewalk Replacement Bid. The bidder was unable to meet the requirements contained in the contract.

Bid Award – 2013 Sidewalk Replacement Program. Approve contract with Seifert Construction & Masonry for the 2013 Sidewalk Replacement Program in the amount of \$36,100.00 and authorize payment up to the contract amount, to replace West Branch Greenhouse as follows:

RESOLUTION NO. 82-2013

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE 2013 SIDEWALK REPLACEMENT PROGRAM
WITH SEIFERT CONSTRUCTION & MASONRY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined sections of the sidewalk on various streets in the City have become misaligned, deteriorated, or damaged and that replacement is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids for the replacement of these sections of sidewalk as part of the 2013 Sidewalk Replacement Program; a bid was received from Seifert Concrete & Masonry; and it is hereby determined that Seifert Construction & Masonry is qualified to provide such services and that it has submitted the lowest responsible and responsive remaining 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 Seifert Construction & Masonry for the replacement of sections of damaged or misaligned sidewalk as part of the 2013 Sidewalk Replacement 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 Seifert Construction & Masonry with a \$36,100.00 bid.
- THIRD: The above expenses shall be paid from the Major and Local Street Maintenance Fund.

Bid Award – Gould Street Bridge Engineering. Approve contract with Fishbeck, Thompson, Car & Huber, Inc. for full design engineering and construction administration services for preventative maintenance on the Gould Street Bridge in the amount of \$39,577.00 as follows:

RESOLUTION NO. 83-2013

**AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES WITH
FISHBECK, THOMPSON, CARR & HUBER, INC.
FOR ENGINEERING SERVICES FOR THE GOULD STREET BRIDGE**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to provide professional engineering services in connection with the Gould Street Bridge over Shiawassee River; and

WHEREAS, it is necessary to obtain professional engineering assistance and it is hereby determined that the firm of Fishbeck, Thompson, Carr & Huber, Inc. is qualified to provide such services;

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

- FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firm of Fishbeck, Thompson, Carr & Huber, Inc. to provide professional engineering services for Gould Street Bridge over Shiawassee River.
- SECOND: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as Exhibit A, Agreement for Professional Engineering Services with Fishbeck, Thompson, Carr & Huber, Inc., on behalf of the city of Owosso; and
- THIRD: that the payment for the services shall come from the Major Street Fund in an amount to not exceed \$39,557.

Bid Award – Spray Patch Machine. Approve bid award to Alta Equipment for a 2013 Trailer Mounted Spray Injection Road Patching Machine in the amount of \$58,000.00 and further approve payment up to the bid amount as follows:

RESOLUTION NO. 84-2013

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF TRAILER MOUNTED SPRAY INJECTION ROAD REPAIR MACHINE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has public works department requiring the use of trailer mounted spray injection road repair machine; and

WHEREAS, the City of Owosso received the State of Michigan bid from Alta Equipment; and it is hereby determined that Alta Equipment is qualified to provide such equipment and that it has submitted the responsible and responsive bid;

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase a 2013 Trailer Mounted Spray Injection Road Repair Machine from Alta Equipment for a cost to the City of Owosso of \$58,000.00
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Alta Equipment up to the amount of \$58,000.00.
- THIRD: The above expenses shall be paid from the Fleet Maintenance Capital Outlay fund 661-901-979.000.

Change Order – 2013 Miscellaneous Curb Replacement Program. Authorize change to the contract with Sumbera Excavating, Inc. for the 2013 Miscellaneous Curb Replacement Program to reflect a decrease in the materials needed to complete the project, reducing the contract by \$1,554.59 as follows:

RESOLUTION NO. 85-2013

**AUTHORIZING A CHANGE ORDER
TO THE CONTRACT WITH
SUMBERA EXCAVATING, INC.
FOR THE 2013 MISCELLANEOUS CURB REPLACEMENT PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Sumbera Excavating, Inc. on June 3, 2013 for the 2013 Miscellaneous Curb Replacement Program; and

WHEREAS, final documentation indicates a lower quantity of materials was required to replace portions of the curb on various streets in the city that have become misaligned and have deteriorated.

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

The City of Owosso amends the contract with Sumbera Excavating, Inc. to decrease amount of the contract in the amount of (\$1,554.59) to reflect the decrease in work and materials.

Progress Payment – 2013 Miscellaneous Curb Replacement Program. Authorize Progress Payment No. 1 – Final to Sumbera Excavating, Inc. for work completed on the 2013 Miscellaneous Curb Replacement Program in the amount of \$8,682.66 as follows:

RESOLUTION NO. 86-2013

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE 2013 SIDEWALK REPLACEMENT PROGRAM
WITH SEIFERT CONSTRUCTION & MASONRY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined sections of the sidewalk on various streets in the City have become misaligned, deteriorated, or damaged and that replacement is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids for the replacement of these sections of sidewalk as part of the 2013 Sidewalk Replacement Program; a bid was received from Seifert Concrete & Masonry; and it is hereby determined that Seifert Construction & Masonry is qualified to provide such services and that it has submitted the lowest responsible and responsive remaining 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 Seifert Construction & Masonry for the replacement of sections of damaged or misaligned sidewalk as part of the 2013 Sidewalk Replacement 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 Seifert Construction & Masonry with a \$36,100.00 bid.
- THIRD: The above expenses shall be paid from the Major and Local Street Maintenance Fund.

Progress Payment-2012 Street Paving Program. Authorize Progress Payment No. 5 – Final to Michigan Paving & Materials Company for work completed on the 2012 Street Paving Program in the amount of \$10,000.00 as follows:

RESOLUTION NO. 87-2013

**AUTHORIZING PAYMENT #5-FINAL TO
MICHIGAN PAVING AND MATERIALS COMPANY
FOR WORK RELATED TO
THE 2012 STREET PAVING PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has entered into an agreement with Michigan Paving and Materials Company for the 2012 Street Paving Program; and

WHEREAS, the contractor has completed the project and is now eligible for final payment; and

WHEREAS, the city project manager recommends Pay Estimate #5-Final in the amount of \$10,000 for work completed through November 21, 2012, with said unit quantities and amounts having been agreed to by Michigan Paving and Materials Company.

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 pay Michigan Paving and Materials Company for work completed on the 2012 Street Paving Program.

SECOND: The accounts payable department is authorized to submit payment to the Michigan Paving and Materials Company in the amount of \$10,000 as detailed on the attached Payment Estimate #5-Final as authorized by Council on August 5, 2013.

THIRD: The above expenses shall be paid from the proceeds of the 2010 General Obligation Unlimited Tax Bonds.

Lot Split Approval Approve the split of 501 S. Shiawassee into two parcels as follows:

RESOLUTION NO. 88-2013

**LOT SPLIT
501 S SHIAWASSEE STREET
PARCEL #78-050-651-000-022-00**

WHEREAS, the City of Owosso received a petition from Randy Woodworth, on behalf of the Fishwood REI Group, for a lot split for their property at 501 S. Shiawassee Street, parcel number 78-050-651-000-022-00, complete with a professional survey and application; and

WHEREAS, Sec. 30-5. Article I, Chapter 30 of the Code of the City of Owosso requires such applications to be approved by the city council; and

WHEREAS, the city building official, assessor, community development director, utilities director, and engineer have all approved the application.

NOW THEREFORE BE IT RESOLVED that the City of Owosso City Council hereby approves the split as illustrated and described by the city assessor in the application dated July 29, 2013, resulting in the creation of a new 1.49 acre parcel having street access on South Shiawassee Street as described below:

Current Description of Entire Parcel

BEG AT NW COR RES 2 A L WILLIAMS ADD, TH S0°24'17"E 116.26 TO SW COR RES 2, TH S81°56'30"E ALONG S LN RES 2, 143', TH S83°28'11"E 313.90' TO WSTLY LN OF VACATED MICHIGAN AV, TH N00°07'15"E 106.36' ALONG SAID W LN TO N LN OF RES 2, TH S82°23'36"E ALONG SAID N LN OF RES 2, 50.01' TO CENTERLINE OF VACATED MICHIGAN AV, TH N0°19'37"E ALONG SAID CENTERLINE, 102.34' TO CENTERLINE OF VACATED HOWARD ST, TH N89°30'15"W ALONG SAID CENTERLINE, 183.08' & N89°42'28"W 321.93' TO E LN OF SHIAWASSEE ST, TH S0°24'17"E ALONG SAID E LN 33' TO POB. (1.96AC M/L)

New Description After Split, (Westerly Parcel 501 S. Shiawassee St.)

C-1

PART OF RESERVE NO. 2 AND VACATED HOWARD STREET OF A.L. WILLIAMS ADDITION TO THE VILLAGE (NOW CITY) OF OWOSSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER L ON PAGE 800, SHIAWASSEE COUNTY, MICHIGAN RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID RESERVE NO. 2; THENCE S00°24'17"E ALONG THE EAST LINE OF SHIAWASSEE (M-52) STREET 116.26 FEET (PREVIOUSLY RECORDED 116.32 FEET) TO THE SOUTHWEST CORNER OF SAID RESERVE NO. 2; THENCE LEAVING SAID EAST LINE OF SHIAWASSEE (M-52) STREET S81°56'30"E ALONG THE SOUTH LINE OF SAID RESERVE NO. 2, 143.00 FEET; THENCE LEAVING SAID SOUTH LINE OF RESERVE NO. 2, S83°28'11"E (PREVIOUSLY RECORDED S83°34'32"E) 111.52 FEET TO A POINT ON AN EXISTING CHAIN LINK FENCE; THENCE ALONG SAID EXISTING CHAIN LINK FENCE N00°22'12"E 63.95 FEET; THENCE LEAVING SAID CHAIN LINK FENCE S89°37'48"E 24.98 FEET; THENCE N00°22'12"E 83.77 FEET TO A POINT ON THE SOUTH LINE OF SAID VACATED HOWARD STREET; THENCE N89°42'28"W ALONG SAID SOUTH LINE OF HOWARD STREET 279.14 FEET TO THE POINT OF BEGINNING. CONTAINING 0.812 ACRES OF LAND MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS OF RECORD. ALSO HAVING THE RIGHT OF INGRESS AND EGRESS ON OVER AND ACROSS A 33.0 FOOT WIDE INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF RESERVE NO. 2; THENCE N00°24'17"W ALONG THE EAST LINE OF SHIAWASSEE (M-52) STREET 33.00 FEET TO THE CENTERLINE OF SAID VACATED HOWARD STREET; THENCE LEAVING SAID EAST LINE OF SHIAWASSEE (M-52) STREET S89°42'28"E (PREVIOUSLY RECORDED S89°44'17"E) ALONG SAID CENTERLINE OF VACATED HOWARD STREET 275.59 FEET; THENCE LEAVING SAID CENTERLINE OF VACATED HOWARD STREET S00°22'12"W 33.00 FEET TO A POINT ON SAID SOUTH LINE OF VACATED HOWARD STREET; THENCE N89°42'28"W ALONG SAID SOUTH LINE VACATED HOWARD STREET 275.14 FEET TO THE POINT OF BEGINNING.

New Description After Split, (Easterly Parcel – Storage Blds.)

C-2

LOTS 20, 21 AND 22, BLOCK 9 AND PART OF RESERVE NO. 2 AND VACATED ALLEY, MICHIGAN AVENUE AND HOWARD STREET OF A.L. WILLIAMS ADDITION TO THE VILLAGE (NOW CITY) OF OWOSSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER L ON PAGE 800, SHIAWASSEE COUNTY, MICHIGAN RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID RESERVE NO. 2; THENCE N00°24'17"W ALONG THE EAST LINE OF SHIAWASSEE (M-52) STREET 33.00 FEET TO A POINT ON THE ENTERLINE OF SAID VACATED HOWARD STREET; THENCE LEAVING SAID EAST LINE OF SHIAWASSEE (M-52) STREET, ALONG SAID CENTERLINE OF VACATED HOWARD STREET S89°42'28"E 321.93 FEET (PREVIOUSLY RECORDED S89°44'17"E 322.00 FEET); THENCE LEAVING SAID CENTERLINE OF VACATED HOWARD STREET N00°24'35"W ALONG THE EAST LINE OF LOT 28, BLOCK 9 OF SAID PLAT EXTENDED SOUTHERLY 98.92 FEET; THENCE LEAVING SAID EAST LINE OF LOT 28, BLOCK 9 EXTENDED S89°35'06"E ALONG THE NORTH LINE OF SAID LOT 20, BLOCK 9 A DISTANCE OF 159.75 FEET

TO A POINT ON THE CENTERLINE OF SAID VACATED MICHIGAN AVENUE; THENCE S00°08'34"W ALONG SAID CENTERLINE 261.83 FEET TO A POINT ON AN EXISTING CHAIN LINK FENCE; THENCE ALONG SAID EXISTING CHAIN LINK FENCE THE FOLLOWING TWO (2) COURSES, 1) S41°46'03"W 38.72 FEET AND 2) S76°57'34"W 30.87 FEET; THENCE LEAVING SAID EXISTING CHAIN LINK FENCE N83°28'11"W (PREVIOUSLY RECORDED N83°34'32"W) 172.13 FEET TO A POINT ON AN EXISTING CHAIN LINK FENCE; THENCE ALONG SAID EXISTING CHAIN LINK FENCE N00°22'12"E 63.95 FEET; THENCE LEAVING SAID CHAIN LINK FENCE S89°37'48"E 24.98 FEET; THENCE N00°22'12"E 83.77 FEET TO A POINT ON THE SOUTH LINE OF SAID VACATED HOWARD STREET; THENCE N89°42'28"W ALONG SAID SOUTH LINE OF HOWARD STREET 279.14 FEET TO THE POINT OF BEGINNING. CONTAINING 1.496 ACRES OF LAND MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAYS OR RESTRICTIONS OF RECORD. ALSO BEING SUBJECT TO AND HAVING THE RIGHT OF INGRESS AND EGRESS ON OVER AND ACROSS A 33.0 FOOT WIDE INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF RESERVE NO. 2; THENCE N00°24'17"W ALONG THE EAST LINE OF SHIAWASSEE (M-52) STREET 33.00 FEET TO THE CENTERLINE OF SAID VACATED HOWARD STREET; THENCE LEAVING SAID EAST LINE OF SHIAWASSEE (M-52) STREET S89°42'28"E (PREVIOUSLY RECORDED S89°44'17"E) ALONG SAID CENTERLINE OF VACATED HOWARD STREET 275.59 FEET; THENCE LEAVING SAID CENTERLINE OF VACATED HOWARD STREET S00°22'12"W 33.00 FEET TO A POINT ON SAID SOUTH LINE OF VACATED HOWARD STREET; THENCE N89°42'28"W ALONG SAID SOUTH LINE VACATED HOWARD STREET 275.14 FEET TO THE POINT OF BEGINNING.

Warrant No. 467. Authorize Warrant No. 467 as follows:

| Vendor | Description | Fund | Amount |
|----------------------------|---|---------------------------|---|
| B S & A Software | Annual updates-assessing-special assessment-general ledger/budgeting-accounts payable-purchase order-miscellaneous receivables-cash receipting-payroll-fixed assets-utility billing | General Water Sewer | \$ 8,172.00 \$ 1,880.00 \$ 1,253.00 |
| Owosso Charter Township | Owosso Charter Township water sales payment covering the quarter ending June 30, 2013 | Water | \$ 8,874.83 |
| Caledonia Charter Township | Caledonia Utility fund payment covering the quarter ending June 30, 2013 | Water | \$16,702.62 |

Motion supported by Mayor Pro-Tem Popovitch.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilpersons Cook and Fox.

ITEMS OF BUSINESS

911 PRESENTATION

Various members of the County Commission and County staff were in attendance to hear the presentation and answer questions.

Shiawassee County Central Dispatch Director Lt. Barbara L. Paine provided the Council with an explanation of the request for the city to approve cost participation agreements with the Shiawassee County Board of Commissioners and the Shiawassee County 911 Board for the county wide public safety radio system as well as information regarding anticipated expenditures for the next few years.

Lt. Pain read aloud the following statement:

Shiawassee County Central Dispatch Board
201 E. McArthur Street
Corunna, Michigan 48817

Over the past year there has been much discussion from the City of Owosso in reference to paying the state mandated mic fees.

It has been implied that the City of Owosso had no representation during this project and the 800MHz Radio System was forced on them. 9-1-1 meetings and minutes indicate otherwise. Minutes indicate the former Public Safety Director attended all meetings involving this project. He was also the Co-Chairman of the 9-1-1 Board as well as being on the Operations committee and helped design the template that would be used by all departments.

In August 2006 when discussions began about the 800 MHz project and the 25% match, Owosso City Mayor Linda Robertson and Public Safety Director Michael Compeau both served on the 911 board. In fact Motion by Compeau Second by Robertson to research information on the costs of issuing bonds for the 800 MHz for all departments. Motion was carried.

At the Oct. 19, 2006 Compeau renewed his interest in the 800 MHz Radio.

April 19, 2007 Owosso City Fire Chief Bradley gave a presentation on a safety grant that could be used towards the Radio Project. Motion was made to support the efforts to apply for the grant.

In 2008 Shiawassee County Central Dispatch was awarded a \$1.3 million grant to implement a new 800 MHz radio system.

The grant required a 25% match. Each municipality involved with this project would have to pay a portion of the match. At the time of this project Central Dispatch had in the fund balance in the investment account of \$740,656.35. Per the board minutes dated January 17, 2008, the Owosso Public Safety Director brought up for discussion that with the Monies in the reserve account, 9-1-1 pay the entire 25% match of \$330,000.00. A motion by Commissioner Dan Stewart was made with the understanding that each department would be responsible for all future maintenance and updates. Second by Doyle Roll Call: All Ayes: Motion Carried

February 14, 2008 at the regular meeting of the Shiawassee County Board of Commissioners meeting It was moved by Commissioner Pavlica, seconded by Commissioner Stewart to Authorize the payment of \$3330, 0007.00 of the 911 Reserve money to pay the 25% match for the grant Shiawassee County received from the Dept of Homeland Security for the purchase of radios and to provide the infrastructure for the State of Michigan Radio System. The Motion carried 7 yeas and no nays.

When the grant was awarded there were no limitations on the amount of radios each agency requested. Some agencies have 4 radios others have 42 with each agency having different talk group templates. There are 400 Radios under the Shiawassee County inventory. The fees are set by the Michigan Public Safety Communications System and are a mandated fee to use the radio system. Shiawassee County Central Dispatch acts as a pass thru for the fees to be paid. 100 % of collected funds go to the MPSCS. 9-1-1 has never received any compensation nor have they received any financial gain for the collection of these fees. Owosso City has 58 Radios.

The next couple years 911 will be going thru a transformation to keep up with new unfunded mandates and technology. Several years ago it was called E911. The new terminology is NG911.

I attended the 911 technology forum in April....We are anticipating having to upgrade and or replace equipment. Our equipment is aging.

New phone system
Voice Recorder
Data Recorder
Video to 911
Storage of Data
Servers
Update EMD Protocol
Redundancy at Back up Center

We have two major tower sites that we work off and maintain. Any damage or complete disaster to one of these sites is a major expense. These would have to be replaced. Last year we paid \$500 to a company to climb the tower and replace a burned out light bulb.

2014 the major phone companies will have Texting to 911. Video to 911 to follow shortly. We are working with our 911 service provider Frontier and are looking into a new phone system. It is estimated this may cost \$150,000.00. We will need a data package with this and also a way to store the information. We are currently replacing our network controller at the cost of \$15,000.00.

In 1989, Under the Emergency Telephone Service Enabling Act of 1986, Shiawassee County Board of Commissioners formed a Service plan to implement 911 Service for Shiawassee County.

This act states:

To establish an emergency 9-1-1 district and to cause 9-1-1 service to be implemented within that emergency 9-1-1 district, the board of commissioners of a county shall first adopt a tentative 9-1-1 service plan by resolution.

The board of commissioners may also implement a 9-1-1 District Board. The membership of the board shall include a representative of the county sheriff or his or her designated representative, a representative of the Michigan state police designated by the director of the Michigan state police and a firefighter.

In addition to the required positions, the Shiawassee County Board of Commissioners added additional members so all entities would be represented. This includes one locally elected official from a City, a Township, and a Village, two elected officials from within the county at large, one County Commissioner, one each from Shiawassee County Fire Association and Shiawassee Area Ambulance Association/Med Control, one law enforcement representative from a police agency within the County, and a citizen from the county at large.

There are 12 members of the Shiawassee County 9-1-1 Board.

I have been involved with Shiawassee County Central Dispatch for the past 28 years> I have dispatch Police, Fire and EMS and am very proud of the service each municipality provides to the area they service. I believe we are all in this for the same reason, we serve and protect and provide assistance under extreme circumstances. As the 911 Director for Shiawassee County and representing the 911 Board it is our recommendation that you participate and agree to the terms set before you by the Shiawassee County Board of Commissioners.

Lt. Barbara L. Paine
911 Director of Shiawassee County

Councilperson Erfourth thanked Lt. Paine for her presentation indicating it answered a lot of questions as to the future of the system and why such a large budget surplus is being held.

Mayor Frederick expressed his appreciation for her taking the time to come to tonight's meeting.

FUNDING FOR THE OWOSSO HISTORICAL COMMISSION AND THE SHIAWASSEE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP

Motion by Mayor Pro-Tem Popovitch to allocate \$20,000 from the general fund balance for a part-time museum director and \$30,000 for the Shiawassee County Economic Development Partnership commitment as part of the FY 2013/14 as follows:

RESOLUTION NO. 89-2013

**AMENDING FY 2013-14 CITY OF OWOSSO BUDGET
TO ALLOCATE FUNDING FOR
THE HISTORICAL COMMISSION
AND
THE SHIAWASSEE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP**

Whereas, the city council postponed during budget considerations the allocation of funding for the Owosso Historical Commission and the Shiawassee County Economic Development Partnership;

Whereas, after careful study the city council has determined to allocate funding as follows:

FIRST: Allocate \$20,000 from the general fund balance to GL account 297-798-702.400--Wages Temporary for the employment of a part-time museum director who will work no more than 30 hours a week and whose duties and responsibilities will among other things be to promote and oversee the museum collection.

SECOND: Allocate \$30,000 from the general fund balance to GL account 101-299-858--Memberships and Dues for filling the 2013 commitment to the Shiawassee County Economic Development Partnership.

Motion supported by Councilperson Eveleth.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilpersons Cook and Fox.

FEE SCHEDULE

There was significant discussion regarding waiving fees for ADA modifications on private homes, instituting an income based scale for building fees, waiving the fee for the installation of new windows, and creating a general all-purpose permit or a multi permit discount. They expressed concern with the need to balance safety with the desire to keep government regulation at a minimum.

Motion by Councilperson Erfourth to adopt the 2013 Fee Schedule setting various fees and charges for city services with the following changes:

1. Creation of a needs based assessment policy based on MSHDA guidelines to potentially lower building fees for low income residents,
2. Waiving the fee for the installation of a wheelchair ramp at a private residence,
3. Lowering the fee for the installation of windows to \$20 for the installation of 3 or fewer windows by a homeowner on residential property.

RESOLUTION NO. 90-2013

ADOPT A SCHEDULE FOR FEES, LICENSES, FINES AND CHARGES FOR THE CITY OF OWOSSO

WHEREAS, the *City of Owosso Code of Ordinances* provides for the establishment of many fees, licenses, fines and charges to be established by resolution;

WHEREAS, the city of Owosso provides many services for which charges are made; and

WHEREAS, the city council has reviewed the current charges and determined that from September 1, 2013 fees, licenses, fines and charges shall be in accordance with this resolution and the attached schedule.

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

- FIRST: the attached schedule for fees, licenses, fines and charges is hereby adopted effective September 1, 2013.
- SECOND: any parts of resolutions and memoranda in conflict with this resolution are hereby repealed.
- THIRD: this resolution is intended to preserve all existing charges and fees set forth in any resolution, ordinance, or law which are not in conflict with this resolution and attached schedule and to fulfill the requirements of any ordinance authorizing the city council to establish fees by resolution.
- FOURTH: fees for public records not set forth in this resolution and attached schedule, or in any other resolution, ordinance, or law, shall be set by the city manager in accordance with Act 442 of the Public Acts of 1976, as amended.
- FIFTH: fees for public services not specifically set forth in this resolution and the attached schedule or in any other resolution, ordinance, or law may be established by the city manager, who shall promptly notify the city council in writing of each of them. The city manager shall establish fees for public services based upon the cost of providing the public service.

**CITY OF OWOSSO
2013 FEE SCHEDULE**

Effective September 1, 2013

ASSESSING

| | |
|---|-----------------------------|
| Assessing, board of review, & sales information | \$2.00 + 0.25 per page |
| Copy resident field sheet | \$2.00 + 0.25 per page |
| Listing | \$2.00 + 0.25 per page |
| Processing labels (per page) | \$5.00 |
| Application fee for | |
| Lot splits | \$25.00 |
| Lot splits | \$25 + \$10 each additional |
| Application fee for IFEC extension | \$500.00 |
| Application fee for IFT tax abatement – Not to exceed limits of Statute MCL 207.555(3) in which the lesser of the actual cost of processing the application or 2% of total property taxes abated during the term that the exemption certificate is in effect can be charged | |
| Establishing | \$1,500.00 |
| Exemption certificate | \$1,500.00 |
| Application fee for industrial development district | \$1,500.00 |
| Application fee for industrial facilities | |
| Exemption certificate | \$1,500.00 |
| Exemption certificate transfer | \$500.00 |
| Application fee for project cost revision | \$500.00 |
| Application fee for project extension | \$500.00 |

BUILDING DEPARTMENT

Building permits include a base fee in addition to the following fees:

Income Limit Fee Waiver - Building permits and inspections will be required, however, permit fees will be waived for owner occupied residential buildings for households that have annual incomes less than 30% of the Michigan State Housing and Development Authority (MSHDA) Area Minimum Income (AMI). The waiver will cover permits for bringing a structure into code compliance and for replacement of roofs, windows, and siding. To qualify, the applicant must submit Michigan or Federal 1040 tax returns for the last three years along with any other financial and ownership information required for determination.

Building

| | |
|---|---|
| Base fee | \$30.00 |
| Additional reviews – (where plans are returned to applicant for modifications and re-submittal) | \$50.00 for each review |
| Building Board of Appeals application fee | \$200.00 |
| Building permit fee | |
| Up to \$2,000 | \$60.00 |
| \$2,000 to \$50,000 | \$60 plus \$10 per \$1,000 over \$2,000 |
| \$50,000 to \$500,000 | \$540 plus \$10 per \$1,000 over \$50,000 |
| \$500,000 and above | \$5,000 plus \$6 per \$1,000 over \$500,000 |
| Demolition | |
| Based on size of building | \$180 +\$1 per 100 sq. feet over 2,000 sq. feet |
| Garage | \$30.00 |
| House | \$100.00 |
| Fence | \$50.00 |
| Fire inspections | \$150.00 |
| Home occupation-Type B home permit | \$50.00 |
| Inspections - overtime inspections | \$75 per hour |
| Special inspections | |

| | |
|---|------------------------------|
| Commercial | \$50 per hour |
| Residential | \$50 per hour |
| Re-inspection fee | \$50.00 |
| Quarterly re-inspection fee under derelict building provision (each visit) | \$50.00 |
| License/registration fee | None |
| Miscellaneous reviews (concrete, antennas, sheds, gazebos, decks, porches)..... | \$50.00 |
| Mobile / Modular Home (foundation or basement separate cost) | \$250.00 |
| Moving Building | \$200.00 |
| Penalty for work prior to obtaining permit | |
| Less than \$10,000..... | \$100.00 |
| Greater than \$10,000..... | \$250.00 |
| Permit (misc. building improvements) | same as building permit fees |
| Plan review | 55% of building permit fee |
| Plan review special – (where plans must be submitted to an outside reviewer)..... | \$100 plus cost |
| Roofing permit residential up to \$10,000..... | \$50.00 |
| Roofing permit residential over \$10,000 | same as building permit fees |
| Roofing permit commercial | same as building permit fees |
| Siding..... | \$50.00 |
| Sign | same as building permit fees |
| Temporary sign | \$50 for 90 days |
| Soil erosion/sedimentation control application fee | |
| Single family..... | \$35.00 |
| Non single family..... | \$100 under 1 acre |
| Each additional acre..... | \$5.00 |
| Soil erosion/sedimentation control permit fee | |
| Single family..... | \$75.00 |
| Non single family..... | \$100 per acre |
| Soil erosion/sedimentation control plan review fee – non single family | |
| Initial and follow-up | \$250.00 |
| Each additional..... | \$250.00 |
| Soil erosion/sedimentation control inspection (under 5,000 square feet) | \$50.00 |
| Swimming pool permit – above ground..... | \$20.00 |
| Swimming pool permit – in ground | same as building permit fees |
| Tank removal..... | \$100.00 |
| Wheel chair ramp & door modification – residential – permit required..... | no fee |
| Windows – residential – 3 or fewer by owner..... | \$20.00 |
| Window(s) – residential - 4 or more / all commercial properties | same as building permit fees |

Electrical

| | |
|---|----------|
| Base fee - no inspections included..... | \$30.00 |
| Baseboard heater | \$15.00 |
| Branch circuits | \$15.00 |
| Feeders - bus duct (per 50 ft. or fraction thereof)..... | \$15.00 |
| Fire alarm system | \$150.00 |
| Fire alarm system - each additional pull station | \$15.00 |
| Furnace - unit heater | \$15.00 |
| Garage..... | \$50.00 |
| Inspections/each..... | \$50.00 |
| License/registration fee | None |
| Modular..... | \$100.00 |
| Motors | |
| Up to 20 KVA or HP, 1-25 units (each) | \$15.00 |
| Up to 20 KVA or HP, (each additional unit after 25) | \$5.00 |
| Over 20 KVA or HP, 1-25 units (each)..... | \$15.00 |
| Over 20 KVA or HP, (each additional unit after 25) | \$7.00 |
| Outlets / Receptacles / Fixtures / Other (per 25 or fraction thereof) | \$10.00 |

| | |
|---|----------|
| Penalty for work prior to obtaining permit | |
| Less than \$10,000..... | \$100.00 |
| Greater than \$10,000..... | \$250.00 |
| Service | |
| 0-200 AMPS service | \$25.00 |
| 201-600 AMPS service | \$30.00 |
| 601-800 AMPS service | \$35.00 |
| 801-1200 AMPS service | \$40.00 |
| Over 1200 AMP service | \$45.00 |
| Sub-panels | |
| 0-200 AMPS sub-panel..... | \$25.00 |
| 201-600 AMPS sub-panel..... | \$30.00 |
| 601-800 AMPS sub-panel..... | \$35.00 |
| 801-1200 AMPS sub-panel..... | \$40.00 |
| Over 1200 AMP sub-panel..... | \$45.00 |
| Power outlets –Air Conditioner / Range / Dryer / Dishwasher / Garbage disposal..... | \$15.00 |
| Signs..... | \$75.00 |
| Whole house permit..... | \$150.00 |

Mechanical-nonresidential

| | |
|---|---|
| Base Fee - no inspections included..... | \$30.00 |
| Air conditioning & refrigeration – | |
| Absorption units/chiller | \$90.00 |
| Centrifugal units/chiller..... | \$90.00 |
| Compressor, 15 HP to 50 HP | \$45.00 |
| Compressor, over 50 HP..... | \$70.00 |
| Heat pumps, 1 1/2 HP - 15 HP | \$35.00 |
| Air handlers self-contained units ventilation & exhaust fans; | |
| Under 1,500 CFM (piping fee included) | \$35.00 |
| 1,500 to 10,000 CFM | \$45.00 |
| Over 10,000 CFM..... | \$100.00 |
| Air handlers - through-the-wall fan coil vents | \$15.00 |
| Breeching & combustion to appliance, when required | \$60.00 |
| Chimney, factory built | \$60.00 |
| Cooling towers with reservoirs | |
| Capacity under 500 gal. | \$50.00 |
| Capacity over 500 gal. | \$85.00 |
| Crematories | \$50.00 |
| Ducts, insulation & fire suppression systems - duct system based on bid price | |
| Under \$3,000 | \$40.00 |
| \$3,000 to \$6,999 | \$50.00 |
| \$7,000 to \$14,999 | \$85.00 |
| Over \$15,000 | \$10 fee per each \$3,000 in addition to above rate + \$85.00 |
| Electronic air cleaner with washer | \$50.00 |
| Evaporator coils | |
| 180,000 BTU's and under | \$40.00 |
| 180,000 BTU's and over | \$45.00 |
| Fire suppression systems - based on bid price; | |
| Under \$2,000 | \$75.00 |
| \$2,000 to \$7,999 | \$90.00 |
| Over \$8,000 | \$15 fee per each \$3,000 in addition to above rate + \$90.00 |
| Gas burning equipment - new and/or conversion, | |
| 400,000 BTU's and under (piping fee included)..... | \$50.00 |
| Over 400,000 BTU's (piping fee included) | \$60.00 |
| Humidifiers..... | \$25.00 |
| Incinerators/each | \$40.00 |

| | |
|--|--|
| Inspections/each | \$50.00 |
| Hourly rate..... | \$50.00 |
| Additional and final | \$50.00 |
| Special inspection pertaining to sale of building including permit fee, VA, FHA..... | \$60.00 |
| Insulation: duct, piping and/or tanks - based on bid price; | |
| Under \$2,000 | \$40.00 |
| \$2,000 to \$7,999 | \$50.00 |
| Over \$8,000 | \$15 fee per each \$3,000 + \$50.00 |
| License/registration fee | None |
| LPG & fuel oil tanks (underground add additional \$5) (piping fee included) | |
| 276 – 550 gallon..... | \$60.00 |
| 551 – 2,000 gallon..... | \$100.00 |
| Each additional tank | add 50% of associated fee based on largest tank size |
| Oil burner | |
| New and/or conversion, under 5 gal/hr. (piping fee included) | \$60.00 |
| New and/or conversion, over 5 gal/hr. (piping fee included)..... | \$90.00 |
| Penalty for work prior to obtaining permit | |
| Less than \$10,000..... | \$100.00 |
| Greater than \$10,000 | \$250.00 |
| Refrigeration systems | |
| Under 5 HP (split system) | \$35.00 |
| 5HP to 50 HP (split system)..... | \$45.00 |
| Over 50 HP (split system) | \$75.00 |
| Self-contained units..... | \$50.00 |
| Solar equipment/each panel (piping fee included) | \$100.00 |
| Unit Heaters - hot water, gas, or steam; | |
| 200,000 BTU's and under (piping fee included)..... | \$30.00 |
| Over 200,000 BTU's (piping fee included) | \$40.00 |

Mechanical-residential

| | |
|---|----------|
| Base fee – no inspection included | \$30.00 |
| Boiler: 200,000 BTU's and under (piping fee included)..... | \$40.00 |
| Boiler: Over 200,000 BTU's (piping fee included) | \$55.00 |
| Central air | \$35.00 |
| Dampers (all kinds)..... | \$15.00 |
| Duct system | |
| Under \$3,000 | \$30.00 |
| \$3,000 to \$6,999 | \$35.00 |
| \$7,000 to \$15,000 | \$40.00 |
| Over \$15,000 (per \$1,000)..... | \$7.00 |
| Exhaust fan..... | \$15.00 |
| Gas burning equipment - new and/or conversion, | |
| 400,000 BTU's and under (piping fee included)..... | \$40.00 |
| Over 400,000 BTU's (piping fee included) | \$55.00 |
| Gas piping/each outlet | \$15.00 |
| Hotel or motel/per unit | \$50.00 |
| Inspections..... | \$50.00 |
| Safety or evaluation inspections - single family dwellings | \$75.00 |
| Other buildings/per hour or parts thereof | \$50.00 |
| Investigation fee (for work performed without a permit)/per hour or parts thereof | \$75.00 |
| License/registration fee | None |
| LPG & fuel oil tanks (underground add additional \$10) (piping fee included)..... | \$30.00 |
| Modular home..... | \$150.00 |
| Oil burner - new and/or conversion (piping fee included)..... | \$45.00 |
| Penalty for work prior to obtaining permit | |
| Less than \$10,000..... | \$100.00 |

| | |
|---|----------|
| Greater than \$10,000 | \$250.00 |
| Plan review | \$100.00 |
| Solar equipment/each panel (piping fee included) | \$100.00 |
| Solid fuel equipment (complete) - wood stove, prefab fireplaces, stoves, and add-on Furnaces | \$45.00 |
| Two-family dwelling | \$150.00 |
| Water heater | \$15.00 |
| Whole house permit..... | \$125.00 |

Plumbing

| | |
|---|----------------------------|
| Base fee – no inspection included | \$30.00 |
| Connection building drain-building sewer..... | \$15.00 |
| Fixtures, floor drains, water connected appliances | \$15.00 |
| Hotel, motel/per unit | \$45.00 |
| Inspections..... | \$50.00 |
| Special/safety inspection (includes certification fee) | \$75.00 |
| License/registration fee | None |
| Manholes – catch basins/each | \$15.00 |
| Modular home..... | \$150.00 |
| Penalty for work prior to obtaining permit Less than \$10,000..... | \$100.00 |
| Greater than \$10,000 | \$250.00 |
| Reduced pressure zone back-flow preventer..... | \$15.00 |
| Sewage ejectors, sumps | \$15.00 |
| Sewers (sanitary, storm, or combined): 6 " and over | \$15.00 |
| Sewers (sanitary, storm, or combined): less than 6" | \$15.00 |
| Sewers (connection building drain-building sewer) | \$15.00 |
| Stacks (soil, waste, vent and conductor)..... | \$10.00 |
| Sub-soil drains | \$15.00 |
| Two-family | per unit - \$90 - \$180.00 |
| Water distributing pipe: 3/4"..... | \$15.00 |
| Water distributing pipe: 1"..... | \$15.00 |
| Water distributing pipe: 1 1/4" | \$20.00 |
| Water distributing pipe: 1 1/2" | \$30.00 |
| Water distributing pipe-over 2" | \$45.00 |
| Water service-less than 2" | \$15.00 |
| Water service-2" to 6" | \$25.00 |
| Water service-over 6" | \$30.00 |
| Whole house permit..... | \$120.00 |

Parking lease

| | |
|--|---------|
| Parking lease 24-hour/monthly Any lot, residential..... | \$20.00 |
| Parking lease daytime/month Ball & Comstock lot..... | \$15.00 |
| Ball & Mason lot | \$25.00 |
| Ball, Water, & Exchange lot | \$25.00 |
| N. Cedar & N. Lansing lot | \$20.00 |
| Park & Exchange lot..... | \$15.00 |
| Park & Main lot..... | \$15.00 |
| Parking lease duplicate hangers – one time fee | \$5.00 |
| Parking lease nighttime only/monthly | \$10.00 |

CITY CLERK

| | |
|-------------------------------------|--------|
| Cable television franchise fee..... | 3% |
| Copies/data - voter list..... | \$5.00 |

Marriage fee/presided by Mayor..... \$10.00
 Precinct maps – color 8 1/2 x 11 \$5.00 + 1.00 per page

CITY TREASURER

Adult entertainment license fee:
 Note: If application denied, 1/2 fee returned..... \$1,500.00
 Adult entertainment license renewal fee
 Note: a late penalty of \$100 if renewal filed less than 60 days before license exp. If
 application denied, 1/2 of total fees collected returned..... \$1,500.00
 License renewal
 Late fee first 15 days License Fee + 25%
 Late fee beyond 15 days License Fee + 50%Adult entertainment penalties \$500.00
 Adult entertainment penalties \$500.00
 Collection fee tax – administrative fee
 1% on all advalorem taxes (on the amounts collected for other units – not City) Potential
 to collect Admin. Fee on our own (City) taxes
 Park rental
 City resident – refundable/deposit only (unless damage)..... \$50.00
 Non-city resident \$75.00
 Property tax late collection fee
 Summer 2% Additional September
 Summer 3% Additional October
 Summer 4% Additional November
 Winter & any Summer balance 3% Additional Feb 15th-28th
 Return check – as allowed by MCL 600.2952
 First incident..... \$25.00
 Second Incident, etc. in 12 months time \$35.00

COMMUNITY DEVELOPMENT

Application fee for
 PUD zoning district review Cost + 25%
 PUD site plan review and /or development agreement Note: The applicant shall reimburse
 the city for all fees for city legal counsel and consultant participation in the development
 agreement\$500.00 + review fees
 Rezoning request \$300.00
 Site plan review \$150 + review fees
 Special use conditions permit \$300 + review fees
 Zoning variance..... \$300.00
 Credit reports (if not partnered w/bank or finance group) cost + 25%
 Historic district permit application feeNone
 Off-street parking facility/lot application permit (see ordinance/code) \$150.00
 Permits ("new use of land" and "new use of building(s)" mentioned specifically in code
 \$30.00
 Rental property registration/per unit \$25.00
 Rental registration
 Non-compliance fee, 1st occurrence \$200.00
 Non-compliance fee, each additional occurrence \$400.00
 Residential entranceway permit (see ordinance/code) \$150.00
 Special exceptions application/permit, conditional use or temporary use permit by ZBA (see
 ordinance/code) \$200.00
 Temporary uses for administrative approval – forthcoming ordinance \$75.00
 Zoning board of appeals, appeal application fee..... \$200.00

GENERAL

Bid packet with plans..... \$10 to \$50 depending on the project
 Copies - labels/per sheet..... \$5.00

| | |
|--|-------------------------|
| Copy of aerial photos (each) | |
| 8 1/2 x 11 | \$5.00 + 1.00 per page |
| 11 x 17 | \$5.00 + 1.00 per page |
| 18 x 24 | \$10.00 + 1.00 per page |
| 24 x 36 | \$10.00 + 1.00 per page |
| Copies/data | |
| CD's..... | \$5.00 |
| DVD's | \$5.00 |
| Copy costs/page – black & white | |
| 8 1/2 x 11 | \$2.00 + .25 per page |
| 11 x 17 | \$3.00 + .25 per page |
| 18 x 24 | \$4.00 + .25 per page |
| 24 x 36 | \$5.00 + .25 per page |
| Copy costs/page – color | |
| 8 1/2 x 11 | \$5.00 + 1.00 per page |
| 11 x 17 | \$5.00 + 1.00 per page |
| Data/emailed..... | \$5.00 |
| Notary | |
| Non-resident..... | \$10.00 |
| Resident | \$5.00 |
| Rental conference room between 8:00 am to 5:00 pm | |
| 1/2 day up to four hours | \$30.00 |
| Full day | \$60.00 |
| Organization of which the city is a member | None |
| Rental council chambers between 8:00 am to 5:00 pm | |
| 1/2 day up to four hours | \$30.00 |
| Full day | \$60.00 |
| Organization of which the city is a member | None |
| Street map-small..... | \$5.00 + 1.00 per page |
| Zoning map-small | \$5.00 + 1.00 per page |

HISTORICAL COMMISSION - Funds go to back to historical commission

| | |
|---|-------------------------|
| Admission Curwood Castle | |
| Adult | Donation Request \$2.00 |
| Child | Donation Request \$1.00 |
| Rental Curwood Castle | |
| First hour (\$50.00 refundable) | \$150.00 |
| Each additional hour | \$25.00 |
| Rental Gould House | |
| First hour (\$50.00 refundable) | \$150.00 |
| Each additional hour | \$25.00 |
| Rental Gould House apartment #2 | |
| Per month..... | \$750.00 |
| Note: reduction in rate if long term..... | \$650.00 |
| Rental Gould House apartment #3 | |
| Per month..... | \$750.00 |
| Note: reduction in rate if long term..... | \$650.00 |

PUBLIC SAFETY

| | |
|--|---------------------------------|
| Ambulance fees – adjusted to the screen rates approved by commercial insurance companies | |
| Dog license | see ordinance**none currently** |
| False alarm fee – fee may be waived by authority of Public Safety Director | |
| First call in 12 months | None |
| Second false alarm in 12 months..... | \$10.00 |
| Each additional false alarm in calendar year | \$25.00 |
| Late fee(s) (in excess of 10 days) | 10% of fee + 6% interest |

| | |
|---|--|
| Fire house demonstrations | donation only |
| Fire run | \$500.00 to ins co |
| Gun registration | \$10.00 |
| Liquor license application fee | \$10.00 |
| Liquor license changes | \$50.00 |
| Liquor license ownership transfer..... | \$150.00 |
| Photo CD | \$25.00 for each 75 photos or fraction thereof |
| Portable breath test (PBT) | |
| 1/2 month | \$15.00 |
| Full month | \$30.00 |
| Public Safety reports | \$10.00/10 pages then .25 per page after |
| Sex offender initial registration | \$35.00 |

Parking fines – defined in Section 33 of the Owosso Municipal Code

| | |
|---|----------|
| Abandoned car | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Across parking line | |
| Paid after 72 hours..... | \$10.00 |
| Paid within 72 hours..... | \$10.00 |
| Blocking alley | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Blocking driveway | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Blocking traffic | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Double parking | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Fifth violation of any above violation within a 30-day period | |
| Paid after 72 hours..... | \$100.00 |
| Paid within 72 hours..... | \$100.00 |
| Moving to evade time limitations | |
| Paid after 72 hours..... | \$10.00 |
| Paid within 72 hours..... | \$10.00 |
| Other parking violation | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Overtime parking in 3:00 a.m. to 6:00 a.m. zone | |
| Paid after 72 hours..... | \$10.00 |
| Paid within 72 hours..... | \$10.00 |
| Overtime parking in business district..... | \$10.00 |
| Parked facing wrong way | |
| Paid after 72 hours..... | \$15.00 |
| Parked facing wrong way | |
| Paid within 72 hours..... | \$10.00 |
| Parking at yellow curb | |
| Paid after 72 hours..... | \$10.00 |
| Paid within 72 hours..... | \$10.00 |
| Parking in handicapped zone | |
| Paid after 72 hours..... | \$100.00 |
| Paid within 72 hours..... | \$50.00 |
| Parking in loading zone | |

| | |
|---|---------|
| Paid after 72 hours..... | \$10.00 |
| Parking in loading zone | |
| Paid within 72 hours..... | \$10.00 |
| Parking in prohibited zone | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Parking of a truck or commercial vehicle – gross wt. in excess of 5 tons or in excess of 22 ft. in length in violation of Sec. 33-20.060 of the Owosso Municipal Code | |
| Paid after 72 hours..... | \$50.00 |
| Paid within 72 hours..... | \$25.00 |
| Parking on sidewalk or crosswalk | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Parking over 12 in. from curb | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Parking over legal limit in areas other than business districts | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |
| Third and subsequent violations in each calendar year..... | \$50.00 |
| Parking within 15 ft. of fire hydrant | |
| Paid after 72 hours..... | \$15.00 |
| Paid within 72 hours..... | \$10.00 |

Violations/fines

| | |
|---|--|
| Bonfire permit | None |
| Misdemeanor | **see ordinance/code under (b) \$500.00 + other stipulations** |
| Municipal civil infraction – | |
| First offense | \$75.00 |
| Second offense | \$250.00 |
| Third or subsequent repeat offenses | \$500.00 |
| Municipal civil infraction - loose dogs | |
| "Code states: ""If the dog was impounded by any police officer or other authorized employee of the city, the owner shall pay the additional sum to the city to reimburse for said expense as prescribed by resolution of the council. | |
| | \$25.00 + Pound Fees |

PUBLIC SERVICES

| | |
|--|-----------------|
| Construction noise(s) permit..... | \$25.00 |
| Flood plain development permit application | \$100.00 |
| Mowing | Cost + \$100.00 |
| Replacement line and grade stakes (see ordinance/code) | Cost + \$100.00 |
| Right of way permit | |
| Inspection fee..... | \$20.00 |
| Security deposit..... | \$50.00 |
| Snow removal..... | Cost + \$100.00 |
| METRO Act Permit Application Fee | Per statute |

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilpersons Cook and Fox.

COMMUNICATIONS

Downtown Historic District Commission. Minutes of July 17, 2013.

Parks & Recreation Commission. Minutes of July 22, 2013.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

Mayor Pro-Tem Popovitch inquired as to the next step with 911. City Manager Crawford indicated the City's attorney was in communication with the County attorney to review the agreement and propose some changes to the language. Any changes to the language would be presented to Council for approval at a later time. In the meantime he said Council needed to determine whether they felt they had been approached in the appropriate manner to justify the collection of fees that are in addition to the phone fees already being collected.

Councilperson Erfourth again thanked Lt. Paine for speaking to the group and indicated that now that the issue at hand was cleared up he wanted to take the opportunity to talk about dog licenses. There was discussion among Council members as to whether this was still an on-going concern and whether the City should collect the dog license fees for City residents to fund efforts to deal with stray animals.

Councilperson Bailey noted that she had had the opportunity to attend a recent SEDP meeting and was impressed with the amount of interest and partnering they have generated within the community and she applauded the Council for following through with their \$2 per capita pledge to the organization.

NEXT MEETING

Monday, August 19, 2013

BOARDS AND COMMISSIONS OPENINGS

Historical Commission – term expires 12-31-14

ADJOURNMENT

Motion by Councilperson Eveleth for adjournment at 8:21 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk



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

MEMORANDUM

DATE: August 15, 2013

TO: City Council

FROM: Donald Crawford
City Manager

RE: Special Assessment for the 2013 Street Paving Program

We have reached the final stage of the special assessment process which involves approval of Resolution Number 5. This stage involves holding a public hearing for the project to hear any objections as to whether the assessments are spread fairly and equitably.

Because of the scheduling, the historic timetable has not been followed. The billing timetable is being modified so that the first payment will not be due until the project is substantially complete. Notices mailed to affected residents stated bills would be going out September 1, as has been typical with special assessments. The due date for these bills will be December 1, 2013, after the project is substantially complete.

Attached is the final summary for the projects based upon the low bid. No feedback on the proposed special assessment has been received except for one returned letter for which the forwarding time has expired.

We recommend that city council approve Resolution No. 5.

RESOLUTION NO. ____

**DISTRICT NO. 2013-04
KRUST DRIVE FROM DEWEY STREET TO NORTH STREET
SPECIAL ASSESSMENT RESOLUTION NO. 5**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Krust Drive from Dewey Street to North Street for street reconstruction, and

WHEREAS, all interested parties were heard and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$98,621.37 is hereby confirmed and shall be known as Special Assessment Roll No. 2013-04.
2. Said special assessment roll shall be divided into twelve (12) equal annual installments, the first of which shall be due and payable on September 1, 2013, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2013.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2013 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

2013 STREET SPECIAL ASSESSMENT SUMMARY-**ESTIMATED**

With Eng Cost

Maintenance for these three streets has been scaled back, negating the need for special assessments

| SPECIAL ASSESSMENT DISTRICT | | | ESTIMATED COST | ASSESSABLE FRONT FEET | FRONT FOOT RATE | AMOUNT ASSESSED | PER CENT ASSESSED | CITY SHARE |
|-----------------------------|-----------|-----------|---------------------|-----------------------|-----------------|---------------------|-------------------|---------------------|
| Name | from | to | | | | | | |
| Brooks | Cleveland | North end | \$60,838.95 | 853.75 | 28.50 | \$24,331.88 | 39.99% | \$36,507.07 |
| Chipman | Stewart | R/R | \$186,884.81 | 2,250.93 | 33.21 | \$74,753.24 | 40.00% | \$112,131.57 |
| Cleveland | Chestnut | Carmody | \$199,242.92 | 1,913.13 | 41.66 | \$79,700.79 | 40.00% | \$119,542.13 |
| Krust | Dewey | North | \$271,675.52 | 4,136.80 | 26.27 | \$108,673.81 | 40.00% | \$163,001.71 |
| TOTALS | | | \$718,642.20 | 9,154.61 | | \$287,459.72 | | \$431,182.48 |
| | | | | | | | | \$718,642.20 |

2013 STREET SPECIAL ASSESSMENT SUMMARY-**POST BID**

With Bid Price & Eng Cost

| SPECIAL ASSESSMENT DISTRICT | | | ESTIMATED COST | ASSESSABLE FRONT FEET | FRONT FOOT RATE | AMOUNT ASSESSED | PER CENT ASSESSED | CITY SHARE |
|-----------------------------|-------|-------|---------------------|-----------------------|-----------------|--------------------|-------------------|---------------------|
| Name | from | to | | | | | | |
| Krust | Dewey | North | \$246,504.06 | 4,136.80 | 23.84 | \$98,661.11 | 40.00% | \$147,902.44 |
| TOTALS | | | \$246,504.06 | 4,136.80 | | \$98,661.11 | | \$147,902.44 |



MEMORANDUM

DATE: June 26, 2013

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: Zoning Ordinances: Temporary Uses and Design Standards

In accordance with the directive of the city council, the planning commission has revisited the temporary uses and design standards ordinances in terms of intent and specific regulatory content. The commission has held additional public hearings on these ordinances and many changes have been made. The commission recommends approval as presented.

Temporary Uses and Structures

The commission has drafted an ordinance that addresses the various types of temporary uses and structures one might expect in the city, as well as sidewalk type functions in the downtown. The key was to develop clear expectations and guidelines for these functions while streamlining permitting as an administrative task. This change has the effect of better institutionalizing these activities while making them easier for businesses to comply with at the same time.

There are many details within the regulations that the commission and public deliberated on, but we think we were able to optimize the draft. Changes were made to add clarity and continuity in this ordinance as it relates to the rest of the definitions and regulations in section 38 of the code (zoning). The impact of this ordinance will be to permit more types of outdoor sales and display on private property, easier approvals for temporary uses and structures on private property, as well as more flexible sidewalk uses in the right of way.

Design Standards

The master plan explicitly directed the city to engage in the creation of design standards for a multitude of reasons. The intent of these standards is apparent in the text of the ordinance. The planning commission and staff have reviewed needs and generated the attached standards as they relate to fences, commercial development, and new residential development. Though some of these standards were contended in public by many parties, the commission is confident that the current draft (with many changes) represents the best interests of the public.

These standards will promote a higher quality of structure and a higher standard of aesthetics in new structures without burdening property owners with unreasonable costs. Note that the structure of the ordinance is not set up to explicitly prohibit only some designs or alternations in all cases. Instead, the commission opted for an approach in which some permits can be granted by administrative staff while others must be reviewed by the planning commission for approval. This two tier review system applies different levels of scrutiny and marks a big change from the previous version. For example, someone choosing to build an infill home that does not meet size, setback, or design standards in this new section may still be able to do so, but staff would not be able to approve the permit without consent of the planning commission.

The commission believes the intent of the ordinance meets the vision of the community and presents the right balance of objectivity/predictability to flexibility. We recommend the council move forward with the first reading and set a public hearing. Please call me directly to discuss.

**CITY OF OWOSSO
AMENDMENT TO CHAPTER 38, ZONING
OF THE CODE OF ORDINANCES
TO CLARIFY TEMPORARY USES, TEMPORARY STRUCTURES, AND OUTDOOR DISPLAYS**

WHEREAS, the City of Owosso completed a master plan in 2012; and

WHEREAS, the master plan indicates that zoning changes should be pursued to modernize the city code; and

WHEREAS, the planning commission has held a public hearing on this proposed amendment and finds the changes to meet the guidelines of the master plan.

NOW THEREFORE, BE IT RESOLVED, THE CITY OF OWOSSO ORDAINS that Chapter 38, Zoning, of the City of Owosso city code be amended as follows:

SECTION 1. REPEAL. That a specific definition within Section 38-5, Definitions, of the *Code of Ordinances*, which read as follows, shall be repealed:

~~*Temporary use or building.* A use or building permitted by the board of appeals to exist during periods of construction of the main building or use, or for special events.~~

SECTION 2. REPEAL. That the Code of Ordinances of the City of Owosso, Michigan, is hereby amended by deleting a section, numbered 38-504(4)a, Temporary permits, of the *Code of Ordinances*, which read as follows, shall be repealed:

~~*Temporary permits.* For temporary structures for dwelling purposes, including trailer coaches, subject to the following procedures and limitations:~~

- ~~1. An application for a permit for the erection or movement of a temporary structure for dwelling purposes, including trailer coaches, shall be made to the board on a special form used exclusively for that purpose.~~
- ~~2. The board shall give due notice to the applicant and to all property owners within three hundred (300) feet of the property affected at least five (5) days before the hearing will be held on such application.~~
- ~~3. A temporary permit shall not be granted unless the board finds adequate evidence that the proposed location or use will not be detrimental to property in the immediate vicinity; and that the proposed water supply and sanitary facilities have been approved by the county health department or the city director of public services.~~
- ~~4. The board may impose any reasonable conditions, including setbacks, land coverage, off-street parking, landscaping, and other requirements deemed necessary to protect adjoining properties and the public welfare. The violation of any such condition shall automatically invalidate the permit.~~
- ~~5. The permit issued shall clearly set forth the conditions under which the permit is granted and shall state that the proposed temporary dwelling structure is to be vacated upon expiration of a specific time limit not to exceed six (6) months. No permit shall be transferable to any other owner or occupant.~~

SECTION 3. NAME. The amended Ordinance shall be known and cited as the "City of Owosso Temporary Structures and Uses."

SECTION 4. ADDITION. That new definitions within Section 38-5, Definitions, shall be added to read as follows:

Temporary Structure. Any structure erected for the purpose of temporarily housing displaced persons or permitting occupancy for construction related functions related to an ongoing construction or building project.

Temporary Use. Any use, event, or display of a temporary, seasonal, or portable nature that is customary and incidental to the primary permitted use, providing that such use is not otherwise regulated or permitted by this ordinance or a valid site plan.

SECTION 5. ADDITION. That the Code of Ordinances of the City of Owosso, Michigan, is hereby amended by adding a section, to be numbered 38-399, Temporary structures and uses, which shall read as follows:

Section 38-399. Temporary structures and uses.

- (a) *Conditions applicable to all temporary structures, uses, and displays:* Unless otherwise noted, the following conditions shall apply to all temporary structures, uses, and displays.
- (1) All such uses and structures must first be reviewed and approved by the building official.
 - (2) The use of any space or structure must be one permitted as-of-right within the applicable zoning district.
 - (3) Adequate off-street parking, site ingress/egress, and adequate clear vision areas shall be provided.
 - (4) The applicant shall specify the exact duration of the temporary use, and no permit for any temporary use, structure, or display shall be valid for more than one calendar year.
 - (5) Approval of other applicable government agencies is required to ensure compliance with applicable health and safety regulations and standards.
 - (6) The use must be carried out so as to meet all zoning and general ordinance provisions and shall not create or result in any Nuisance Factors.
 - (7) Temporary structures shall comply with the setback standards for the district in which they are located.
 - (8) The building official or his/her designee shall approve any and all plumbing, electrical, and mechanical connections to any temporary structure.
 - (9) The building official or zoning administrator may require the applicant to furnish the city with a performance bond in accordance with Section 29-48 of the city ordinance to ensure removal of the temporary structure, use or display.
- (b) *Temporary structures used for residential purposes:* A building or structure may be approved for temporary residential use only while damage to the principal dwelling due to fire, flood, ice, wind, or other natural disaster is being repaired. Any such temporary building shall not be used as a residence without prior review and approval by the building official.

Also, a manufactured dwelling unit or other approved living quarters may be occupied as a residence on a temporary basis on sites for which a building permit has been issued for construction, major repair, or remodeling of a new dwelling unit, subject to the following:

- (1) An occupancy permit is issued by the building official for the temporary residence.
 - (2) Such permits may be issued by the building official for up to six months in duration and may be renewed for periods of up to six months, provided that work is proceeding in an expeditious manner.
 - (3) An approved temporary structure may be moved onto a site 14 days prior to commencement of construction and shall be removed within 14 days following issuance of a certificate of occupancy for the permanent dwelling.
- (c) *Temporary structures used for nonresidential purposes:* Temporary buildings for nonresidential use, including semi-trucks/trailers and concrete batch plants, shall be permitted only when the intended use is by a contractor or builder in conjunction with a construction project.
- (1) Such temporary structures shall be removed immediately upon completion of the construction project and prior to a request for a certificate of occupancy for the project.
 - (2) Permits for the utilization of temporary structures shall be issued by the building official. The permit shall specify a date for the removal of the temporary structure. A certificate of occupancy shall be required for such structures.
- (d) *Temporary uses in accessory structures:* A temporary building or structure may be used as an accessory building or structure if it meets all accessory structure requirements of this code.
- (e) *Special purpose temporary uses:* The following conditions apply to specific temporary uses:
- (1) *Carnival, circus, festival, seasonal markets (public and/or private lands):*
 - a. *Operator, sponsor or beneficiary:* Government or not for profit entities only.
 - b. City council approval required.
 - (2) *Sidewalk uses including display, sales, and other features:*
 - a. *Time:* Operating hours only. The business must be open and staffed.
 - b. *Location:* In the B-3 zoning district only.
 - c. *Sidewalk coverage:* An area no less than four feet wide shall be maintained for passage of pedestrians at all times.
 - d. *Uses:* For portable signs, display, sale, and/or service of onsite products and activities only, including retail goods and food service. No off-premise advertising, sales, or services are permitted (i.e. vendors are not permitted).
 - e. *Exceptions:* Planters, bike racks, and decorative features may remain outside provided they adhere to all performance standards of the ordinance.
 - f. *Additional requirements:* The approval of the building official and street administrator is required; owner must provide liability insurance for activities in the right-of-way.
 - (3) *Christmas tree sales:*
 - a. *Maximum duration:* 45 days.
 - b. *Clean-up:* Stumps, branches, and other debris shall be completely removed from site.

c. Building official approval required.

- (4) *Roadside produce or farm stands*: Because roadside stands are seasonal in character and utilized on a temporary basis, roadside stands shall be allowed in Business Districts by the city for periods not to exceed six months provided a temporary permit is obtained from the city and provided the following provisions are met:
- a. The sale of farm products in a roadside stand shall not take place within the dedicated right-of-way of any thoroughfare within the city, and assurances shall be made to the city that ample off-street parking has been provided, and adequate ingress and egress provided to the stand.
 - b. No permanent structure of any type shall be erected, and upon discontinuance of the temporary use, the temporary structures shall be removed from the roadside.

(f) *Outdoor sales and display in conjunction with an existing business (private lands only)*:

- (1) *Location*: In the B-1, B-2, & B-4 zoning districts only; front or side yards only; use cannot occur in areas dedicated to parking, storm water detention/collection, or areas required for emergency use or clear vision.
- (2) *Lot coverage*: An area no more than three hundred (300) square feet shall be used as outdoor sales and display area.
- (3) *Setbacks*: Setbacks from the right of way and all lot lines must be a minimum of 10 feet or that setback require by Article XVI, whichever is less.
- (4) *Uses*: For display, sale, and/or service of onsite products and activities only. No off-premise advertising, sales, or services are permitted (i.e. vendors and/or leased space are not permitted).
- (5) *Additional requirements*: Any loose debris, damaged products, unsecured materials, or products determined to be junk, waste, or scrap in nature shall be deemed a nuisance per se.

SECTION 6. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 7. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 8. EFFECTIVE DATE. This amendment shall become effective September 8, 2013.

SECTION 9. AVAILABILITY. This ordinance may be purchased or inspected in the city clerks' office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

**CITY OF OWOSSO
AMENDMENT TO CHAPTER 38, ZONING
OF THE CODE OF ORDINANCES
TO PROMOTE HIGHER QUALITY STRUCTURES AND HIGHER STANDARDS FOR AESTHETICS IN
RELATION TO FENCES, COMMERCIAL DEVELOPMENT, AND NEW RESIDENTIAL DEVELOPMENT**

WHEREAS, the City of Owosso completed a master plan in 2012; and

WHEREAS, the master plan indicates that zoning changes should be pursued to modernize the city code, specifically included new design standards; and

WHEREAS, the planning commission has held a public hearing on this proposed amendment and finds the changes to meet the guidelines of the master plan.

NOW THEREFORE, BE IT RESOLVED, THE CITY OF OWOSSO ORDAINS that Chapter 38, Zoning, of the City of Owosso city code be amended as follows:

SECTION 1. REPEAL. That the Code of Ordinances of the City of Owosso, Michigan, is hereby amended by deleting a section, numbered 38-393, Fences, walls, or screens:

~~Sec. 38-393. – Fences, walls, or screens.~~

~~(a) *Definition.* "Required yard" means that portion of any lot on which the erection of a main building is prohibited.~~

~~(b) Where permitted; height.~~

~~(1) In the residential districts; also the OS-1, B-1, B-2, B-3, B-4, C-OS, and P-1 districts: Fences, walls or screens are permitted on all lots of record within required side or rear yards, provided they do not exceed six (6) feet in height, measured from the surface of the ground, and are permitted in front required yards provided they do not exceed three (3) feet if of such a nature to obstruct vision; where fencing is open weave or chain link and does not obstruct vision, the permitted height shall be four (4) feet, measured from the ground surface except as otherwise provided in this chapter.~~

~~(2) In the I-1 and I-2 districts:~~

~~a. Fences, walls and screens are permitted in the required front, side and rear lots provided they do not exceed six (6) feet in the front yard and eight (8) feet in the side and rear lots. To preserve open space character in the front yard, fences higher than four (4) feet must be setback two (2) feet for each additional foot above four (4) feet.~~

~~b. Except as provided below, barbed wire strands are permitted on fences six (6) feet or higher on industrial parcels with the barbed wire tilted in toward the fenced parcel. Barbed wire is not permitted in the front yard on major streets.~~

~~(c) *Visibility at street intersections.* On any corner lot, no fence, wall or screen, whether structural or botanical, shall be more than thirty (30) inches above the curb or the centerline of the street pavement, or within twenty-five (25) feet of the intersection of the two (2) right-of-way lines, so as to interfere with motorists' vision across the corner.~~

~~(d) *Visibility at intersections of driveways or alleys with streets.* No fence, wall or screen, whether structural or botanical, may obstruct vision within twenty (20) feet in any direction of the intersection of the edge of a driveway with the right-of-way line. The area of non-obstructed vision shall be between the heights of three (3) feet and ten (10) feet measured from the centerline of the street pavement.~~

~~(e) Prohibited fences. Except for the provisions of (b)(2)b. above and (f) below, fences, walls or structural screens may not contain barbed wire, electric current, charges of electricity or any wire fence other than a chain link fence.~~

~~(f) Essential services and school off-campus facilities and bus garages. For essential services and off-campus school facilities and bus garages, the use of barbed wire atop fences six (6) feet in height is permitted in all zoning districts with the barbed wire tilted in toward the fenced parcel.~~

~~(g) Installation. Any fence with an unfinished side, e.g. stockade fence, shall be installed along or about a lot line so that the finished side of the fence faces the exterior of the lot.~~

~~(h) Permit fee. A permit shall be required with a fee to be prescribed by resolution of the council and paid to the city treasurer.~~

SECTION 2. NAME. The amended Ordinance shall be known and cited under the existing section of "General Provisions."

SECTION 3. REPLACE. That the new Section 38-393, which reads as follows, shall replace the previously repealed section:

Section 38-393. - Fences and hedges.

- (a) A fence is defined as any partition, structure or gate that is erected as a dividing marker, barrier or enclosure (excluding hedges as defined below).
- (b) A hedge is defined as any bush, shrub or any living green screen of any nature that serves as a dividing marker, barrier or enclosure.
- (c) Regulations applicable to R-1, R-2, RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, C-OS, and P-1.
 - (1) A fence shall not exceed six (6) feet in height in the rear or side lot of any parcel;
 - (2) Front yard fences or hedges must be less than fifty percent (50%) solid, impervious, or of an obscuring nature above a height of 30" above the curb or centerline of the street, and not exceed four (4) feet in total height;
 - (3) Fences and hedges in front yards that function as exterior side yards must follow front yard restrictions unless the fence or hedge is installed or planted at least 19 feet back from the right-of-way line or follows the building line of the nearest legal structure. All such fences and hedges must meet clear vision requirements for streets, driveways, and sidewalks.
 - (4) No fence or hedge shall extend across property lines;
 - (5) The finished side of any fence shall face away from the property on which the fence is located;
 - (6) No portion of any fence shall be constructed with or contain barbed wire, electric current or charge of electricity, glass, spikes or other sharp protruding objects;
 - (7) Fences must be maintained so as not to endanger life or property. Any fence which, through lack of maintenance or type of construction which will obstruct vision so to create a hazard to vehicular traffic or pedestrians upon the public streets and/or sidewalks shall be deemed a nuisance.
 - (8) Fences shall not be constructed, in whole or in part, with any of the following materials:
 - a. junk or other debris
 - b. scrap building materials or metals
 - c. organic materials known to be poisonous or hazardous to human or animal life

d. other materials which may be deemed unsafe to person or property by the Zoning Administrator or Building Official.

(9) No hedge shall be constructed with noxious weeds or grasses, as defined by PA 359 of 1941, being MCL 247.62.

(10) Screening walls are required as prescribed in section 38-389.

(d) Regulations applicable to industrial districts.

(1) Fences, walls and screens are permitted in the required front, side and rear lots provided they do not exceed six (6) feet in the front yard and eight (8) feet in the side and rear lots. To preserve open space and aesthetic character in the front yard, fences higher than four (4) feet must be setback two (2) feet for each additional foot above four (4) feet and all front yard fences must be black vinyl chain link or decorative in nature.

(2) Except as provided below, barbed wire strands and non-coated or decorative chain link are permitted on fences six (6) feet or higher on industrial parcels with the barbed wire tilted in toward the fenced parcel. Barbed wire is not permitted in the front yard except for those located on McMillan Ave, Industrial Drive, South Street, and Aiken Road.

(3) On any corner lot, no fence, wall or screen, whether structural or botanical, shall be more than thirty (30) inches above the curb or the centerline of the street pavement, or within twenty-five (25) feet of the intersection of the two (2) right-of-way lines, so as to interfere with motorists' vision across the corner.

(4) Screening walls are required as prescribed in section 38-389.

(e) The Zoning Administrator or Building Official may require removal, reconstruction, or repair of any fence or wall which, in their judgment is dilapidated, unsafe, or a threat to the health, safety and welfare of the residents of the City of Owosso.

(f) A permit shall be required for new fence construction, with a fee to be prescribed by resolution of the council.

SECTION 4. ADDITIONS. That Sections 38-396 through 38-398 which read as follows, shall be added:

Sec. 38-396. - Mechanical equipment and utilities.

The following requirements shall apply to all site plans and new installations, not including replacement equipment and wind energy systems, for uses in the RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, and PUD zoning districts.

(a) Ground mounted mechanical equipment, such as blowers, ventilating fans, and air conditioning units, are permitted only in non-required side yards and in any rear yard, as determined by the Building Official/Zoning Administrator.

(b) Mechanical equipment shall be placed no closer than three (3) feet to any lot line in the B-3 zoning district.

(c) Any ground, building, or roof mounted mechanical equipment or utilities, including water and gas meters or related devices, utility boxes, transformers, elevator housings, stairways, tanks, heating, ventilation and air condition equipment (HVAC), and other similar equipment, shall comply with the following standards.

- (1) All such equipment shall be screened by a solid wall, fence, landscaping, and/or architectural features that are compatible in appearances with the principal building.
- (2) Roof mounted equipment shall not exceed a height of ten (10) feet above the surrounding roof surface, and shall occupy no more than fifteen percent (15%) of the total roof area. All roof mounted mechanical units must be screened at a height equal to or greater than equipment being screened or otherwise be demonstrated to not be visible from all properties located within a distance of 300 feet.

Section 38-397. - Commercial design requirements.

The following design requirements for commercial buildings shall be applied during site plan review to development within the RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, and PUD zoning districts. These standards shall also apply to those elevations and parking areas that face a state highway and are within 200 feet of the right-of-way.

(a) *Exterior building design.*

- (1) Buildings shall possess architectural variety, but enhance the overall cohesive community character. All buildings shall provide architectural features, details, and ornaments such as archways, colonnades, cornices, recesses, projections, wall insets, arcades, window display areas, peaked roof lines, or towers.
- (2) Building walls and roofs over 50 feet in length shall be broken up with varying building lines, windows, gables, and/or architectural accents such as pilasters, columns, dormers, or awnings.
- (3) Window area or spandrel glass shall make up at least 20 percent or more of the exterior wall area facing the principal street(s).
- (4) In addition, a portion of the on-site landscaping shall abut the walls so that the vegetation combined with the architectural features significantly reduce the visual impact of the building mass as viewed from the street. Additional landscaping requirements of this ordinance must also be satisfied.
- (5) Overhead doors shall not face a public street or residential district. The Planning Commission can modify this requirement upon a determination that there is good or necessary cause and the visual impact will be moderated through use of building materials, architectural features and landscaping beyond that required by the ordinance.
- (6) Additions to existing buildings must complement the current building design with regard to height, proportions, scale, materials, and spacing of openings.

(b) *Building materials.*

- (1) Durable building materials which provide an attractive, quality appearance must be utilized.
- (2) The predominant building materials (50% or more of the face) should be quality materials such as earth-toned brick, native stone, and tinted/textured concrete masonry units and/or glass products.
- (3) Other materials such as smooth-faced concrete block, EIFS panels, or pre-fabricated corrugated steel panels should only be used as accents and not dominate the building exterior of the structure.

(c) *Building colors.*

- (1) High intensity colors such as neon, metallic, or fluorescent for the facade and/or roof of the building are prohibited except as approved by the Planning Commission.
- (2) Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in or compliments the color of the building.

(d) *Roof design.*

- (1) Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
- (2) Roofs shall have no less than two (2) of the following features:
 - a. Parapets concealing flat roofs and rooftop equipment, such as HVAC units from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third (1/3) of the height of the supporting wall. Such parapets shall feature three-dimensional cornice treatment;
 - b. Overhanging eaves, extending no less than one (1) foot past the support walls;
 - c. Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one (1) foot of vertical rise for every three (3) feet of horizontal run and less than or equal to one (1) foot of vertical rise for every one (1) foot of horizontal run;
 - d. Three (3) or more roof slope planes.
 - e. A specific architectural element proposed by the applicant's architect that is acceptable to the building official or Planning Commission, depending upon the reviewing entity.

(e) *Customer entrances.*

- (1) Each large retail establishment (12,500 square feet or more) on a site shall have clearly defined, highly visible customer entrances featuring no less than five (5) of the following:
 - a. canopies or porticos;
 - b. overhangs;
 - c. recesses/projections;
 - d. arcades;
 - e. raised corniced parapets over the door;
 - f. peaked roof forms;
 - g. arches;
 - h. outdoor patios;
 - i. display windows;
 - j. architectural details such as tile work and moldings which are integrated into the building structure and design;

- k. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
 - l. a specific architectural element proposed by the applicant's architect that is acceptable to the building official or Planning Commission, depending upon the reviewing entity..
- (2) Where additional units will be located in the large retail establishment, each such store may have at least one (1) exterior customer entrance, which shall conform to the above requirements.
 - (3) A bike rack or other acceptable form of bike parking or storage shall be provided near the primary entrance of all commercial structures. This shall not apply to structures in the B-3 zoning district.
- (f) *Community amenities.* Community amenities such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.
 - (g) *Signs.* Signs shall be in accordance with the city's sign ordinance. All sign bases shall be constructed of materials compatible with the architecture of the building(s) located on the premises.
 - (h) *Natural features.* When feasible and not in direct conflict with site needs, buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.
 - (i) *Building location and orientation.* New buildings shall have at least one principal building entrance oriented toward the front lot line.
 - (j) *Sidewalks.* All development shall include a provision for sidewalks within the site and within the right-of-way to provide connectivity between adjacent sites, the public realm, parking areas, primary structures, and any other on-site amenities.

Section 38-398. – Residential dwelling design standards.

- (a) *Intent.* This Section is intended to establish regulations for the construction of new residential dwellings zoned R-1 and R-2, including reconstructed and in-fill housing. The standards herein are intended to:
 - (1) Prevent grossly dissimilar dwellings which would adversely affect the value and character of dwellings in the surrounding area.
 - (2) Prevent adverse effects on the desirability of an area to existing or prospective homeowners.
 - (3) Ensure the stability of the environment.
 - (4) Promote the most appropriate use of real estate.
 - (5) Increase the opportunity to realize the development pattern envisioned in the Owosso Master Plan.

These regulations are based on the finding that the cohesiveness and character of the city's neighborhoods are significant factors in the city's quality of life, contribute to the distinct character in the various neighborhoods and help retain property values. These regulations further ensure new housing units are harmonious with the general character of the adjacent houses and the city overall and ensure a stable housing stock. While some level of diversity is desirable, these regulations are intended to ensure the design variation of new homes is similar to the level of variation in existing homes in the immediate

area, or surrounding neighborhoods with similar densities for new residential projects. The standards shall not be construed to prohibit innovative design concepts involving such matters as solar home.

(b) *Applicability.* The regulations of this Section shall apply to all new single family home construction zoned R-1 and R-2. Major home expansions where the homeowner is expanding the footprint of the home by greater than either twenty-five percent (25%) or 500 square feet, whichever is greater, shall comply with subsections 38.398.D.8, 38.398.D.9, and 38.398.D.10, in addition to required building codes, to ensure the resulting home continues to maintain the character of the neighborhood. The standards shall not apply to minor home expansions, interior remodeling, or to residences outside of the one and two family zoning districts.

(c) *Approval.* Compliance with these regulations shall be determined by the Building and Zoning Administrator at the time the building permit is reviewed and shall be based on the standards of subsection D below.

(d) *Standards.*

- (1) Each such dwelling unit shall comply with all pertinent building and fire codes. Additionally, all dwellings shall meet or exceed all applicable roof snow load and strength requirements. Where there are conflicting applicable regulations, the more stringent shall apply.
- (2) All construction required herein shall be commenced only after a building permit has been obtained in accordance with applicable building codes.
- (3) Each such dwelling unit shall comply with the minimum standards listed throughout the zoning code for the Zoning District in which it is located, including minimum lot area, minimum lot width, minimum floor area, required setbacks and maximum building height.
- (4) Each dwelling unit shall be firmly attached to a permanent basement or crawl space foundation constructed on the site in accordance with the city's adopted building code.

OR

The dwelling shall have an attached or detached structure of equal workmanship as the dwelling unit, designed for the parking and storage of vehicles. Said structure shall be functionally and aesthetically compatible in design and appearance with other residences in the surrounding area as defined in subsection 12 below. When attached to a mobile home, modular home, pre-fabricated home or pre-constructed home, said structure shall comply with all requirements of the city's building code relative to grade separation and fire restrictive requirements.

- (5) Each such dwelling unit shall contain a storage area equal to or greater than ten percent (10%) of the square footage of the dwelling or one hundred (100) square feet, whichever shall be less. This storage area shall consist of a basement, attic or in a separate detached accessory structure that complies with the standards of this Section regarding accessory buildings and structures. The intent of these standards is to limit the extent of outdoor storage.
- (6) A roof overhang of not less than six (6) inches on all sides shall be provided, or alternatively with window sills or roof drainage systems concentrating roof drainage at collection points along the sides of the dwelling.
- (7) A minimum of two (2) exterior doors shall be provided with the second one being in either the rear or side of the dwelling. All dwelling units shall be oriented toward the public right-of-way such that the façade that faces the street contains a door, windows, and other architectural features customary to the front facade of a residence.

- (8) In-fill housing or development on vacant lots in an existing platted subdivision shall consider the gross floor area and lot coverage of surrounding homes to ensure compatibility. The gross floor area and lot coverage of the proposed dwelling shall be at least seventy-five percent (75%) and no more than one-hundred and thirty-five percent (135%) of the average square footage of constructed single family dwellings within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street. The planning commission may approve any proposals that are not able to meet this standard if the commission makes findings that the apparent deviations are not contrary to 38-398.A.1-5.
- (9) In-fill housing or development on vacant lots in an existing platted subdivision shall maintain a consistent front building line along the street. The front yard setback of the proposed dwelling shall be no less than seventy-five percent (75%) and no more than one-hundred and thirty-five percent (135%) of the average established front yard setback of other single family dwelling unit within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street. The planning commission may approve any proposals that are not able to meet this standard if the commission makes findings that the apparent deviations are not contrary to 38-398.A.1-5.
- (10) Building appearance for all new single family dwelling unit construction shall be aesthetically compatible in design and appearance with other residences in the surrounding area.

Definitions for what constitutes the surrounding area are as follows:

- i. For new single family neighborhood development (in the form of a new subdivision plat or new site condominium project), the surrounding area is defined as the nearest existing neighborhoods with similar densities.
- ii. For in-fill housing development where there are one (1) or a few isolated sites being developed within the existing neighborhood (in the form of an existing lot of record or recent land division), surrounding area shall be defined as within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit; with measurements made from the edge of the lot in each direction, including the opposite side of the street.

The determination shall be made by the Building Official. In considering similarity and compatibility with the surrounding area the following features must be considered in order to meet this requirement:

- a. Exterior building material used on the proposed dwelling should match or be similar to that used on a preponderance of homes in the surrounding area.
- b. Roof style
- c. The design and position of windows (total area, size, number etc.)
- d. Front entry design (presence of porches, front door location, etc.)
- e. Garage style and design

If the Building Official cannot reach a determination on architectural compatibility or the petitioner disputes the findings, the application shall be forwarded to the Planning Commission for review and final action.

- (e) *Exceptions.* The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this ordinance and pertaining to such parks.

SECTION 5. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 6. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 7. EFFECTIVE DATE. This amendment shall become effective September 8, 2013.

SECTION 8. AVAILABILITY. This ordinance may be purchased or inspected in the city clerks' office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.



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

MEMORANDUM

DATE: For August 19, 2013 Council Agenda (Consent Item)

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Wastewater Plant – Lease Agreement for Screening Equipment
Duperon Corp. – 12 Months at \$2,605 per month

Staff requests Council authorization to proceed with the attached lease agreement for wastewater screening equipment with Duperon Corporation for a term of up to 12 months at a rate of \$2,605 per month.

The wastewater plant currently has two JWC “Auger Monsters” for shredding and removal of larger debris as part of the preliminary processing of the wastewater stream. These units are very expensive to maintain and are at the end of their service life. Both require a major overhaul at an estimated cost of over \$40,000 each (\$32,000 each just for parts). Based on our operating experience this major expenditure will only give us between 5 and 7 years service before another major overhaul would be required. We are also not satisfied with their performance and have been researching new and alternative technologies that offer better performance with significantly less operating and maintenance expense. A major constraint is trying to work within the layout of our existing concrete channel configuration. Many units we considered were eliminated because they would require major structural revisions that would exceed the cost of the equipment to be installed as well as being disruptive of plant operations.

Duperon is a relatively new corporation home based in Saginaw. They began making trash racks for large stormwater applications and have more recently entered the municipal wastewater field with innovative design and technology features that offer simplicity, reliability, low operating and maintenance cost, and improved screening performance (smaller screen opening at minimal loss of head). We have viewed two of their newer design units that have been in service for just over a year at the Bay County WWTP. Bay County was so pleased with these units that they have recently purchased 2 or 3 additional units under a sole source contract to replace their older high maintenance equipment.

While they generally manufacture and provide new equipment, Duperon has a research and development full size screen that fits our channel configuration they will lease to the City. This will allow us to avoid the major overhaul expenditure on our existing JWC units, while gaining actual operating experience. We will determine optimal design parameters for specifying new screening equipment for our particular operating conditions (e.g., screen opening size, allowable head loss at peak flow, requirements for winter operation (outside setting), control requirements, volume and characteristics of screenings and whether auxiliary equipment such as a washer, compactor is needed, etc.). Optimizing preliminary screening also improves performance and reduces maintenance requirements of downstream treatment processes.

We recommend selection of the 12 month lease term at \$2,605 per month, or a maximum of \$31,260 if leased for the full year. Note that 50% of the lease payments can be applied to the purchase of new equipment if acquired from Duperon. With Council approval the lease unit can be installed and operational by September. Within a couple months we should have enough experience to determine if the Duperon screen technology meets our requirements, though more time may be required to fine tune our precise equipment specification. We plan to bid out and purchase the replacement screening equipment within the current fiscal year. Our budget estimate for purchase and installation of 2 new screens is \$300,000, to be from the Plant Replacement Fund (Balance over \$1,700,000). We will continue to look for comparable equipment to provide for competitive bidding. From our research to date it appears Duperon will be very cost competitive in a bid process given their relative simplicity of design.

GMB

Enc.

RESOLUTION NO. _____

**AUTHORIZING 12 MONTH LEASE AGREEMENT WITH
DUPERON CORPORATION
FOR SCREENING EQUIPMENT FOR THE WASTEWATER PLANT
AT \$2,605 PER MONTH**

WHEREAS, Duperon Corporation has a full scale demonstration wastewater screening unit that fits our existing channel configuration and operating requirements, and

WHEREAS, Duperon will lease said equipment to the City for a 12 month trial period at a lease rate of \$2,605, and

WHEREAS, actual full scale operation of this equipment will allow the City to develop bid specifications for new equipment while avoiding major overhaul expense on existing equipment to be replaced,

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 lease wastewater screening equipment from Duperon Corporation at \$2,605.00 per month for a 12 month lease term.

SECOND: The contract shall be a Lease Agreement and the accounts payable department is authorized to submit the initial and subsequent monthly payments to Duperon Corporation pursuant to that agreement up to \$31,260.00.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 19th DAY OF AUGUST, 2013.

Amy K. Kirkland, City Clerk

EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT made the _____ day of _____, _____, by and between the Lessor, **DUPERON CORPORATION**, a Michigan Corporation, of 1200 Leon Scott Ct, Saginaw, Michigan 48601, (“DUPERON”), and the Lessee, City of Owosso, 301 W Main, Owosso, Michigan 48867 (“OWOSSO”). DUPERON and OWOSSO may also be collectively referred to as the “parties”.

Lease of Personal Property. DUPERON hereby leases to OWOSSO and OWOSSO leases from DUPERON the equipment (“Leased Equipment”) listed on Equipment Schedule, (“Schedule”), executed from time to time pursuant to this Equipment Lease Agreement, (“Lease”).

1. **Term.** The term of this Lease shall commence on the date set forth above and shall continue in effect for the term selected on the Schedule. Sixty (60) days prior to the expiration of the year rental period, OWOSSO shall make a determination for a lease extension or removal of the product.

If OWOSSO purchases a new machine from Duperon prior to the expiration of the term of the lease, the remaining payments will be waived.

2. **Lease Payments.** OWOSSO shall pay to DUPERON rent for use of the Leased Equipment the amount set forth in the attached Schedule. The rent shall be payable on a monthly basis and shall be due the 1st day of each month. Lease payments shall be made by OWOSSO to DUPERON at DUPERON’s address as set forth above, unless otherwise designated in writing.

3. **Security Deposit.** OWOSSO shall pay a security deposit in an amount equal to first and last month’s rent.

4. **Ownership and Use.** The Leased Equipment shall be the exclusive property of DUPERON, except for OWOSSO’s rights to use it in normal business operations under this Lease. The Leased Equipment shall be used by OWOSSO exclusively for the business of OWOSSO.

OWOSSO shall not use or permit the use of the Leased Equipment in a negligent or improper manner, or in violation of any federal, state or local law, or so as to void any insurance covering the Leased Equipment, or permit the Leased Equipment to become subject to any lien, charge or encumbrance.

OWOSSO shall maintain the confidentiality of and will not use or disclose any secret information of DUPERON including, but not limited to, patented information, proprietary materials (considered so by DUPERON) and proposals, processes, data, and drawings for any purpose other than required and approved by DUPERON for the assembly and/or installation of its equipment. The confidentiality portion of this Agreement extends beyond the termination of the Lease Agreement. The parties agree any work product developments or processes developed or discovered during the Lease Term are the sole property of DUPERON.

5. **Repairs.** All repair, test, or replacement parts in connection with the use of the Leased Equipment during the term of this Lease will be at DUPERON’s expense unless the Leased Equipment is damaged by negligence or abuse by OWOSSO. OWOSSO agrees to maintain the Leased Equipment in accordance with all service intervals recommended of the various equipment making up the Leased Equipment. OWOSSO shall be responsible to return to DUPERON the Leased Equipment in the same or similar condition as when OWOSSO first took possession of the Leased Equipment, reasonable wear and tear excepted.

6. **Licensing and Registration.** The Leased Equipment shall bear identification plates and the title shall be registered in the name of DUPERON, where appropriate. Any annual registration or license fees shall be paid by OWOSSO for the entire term of this Lease, or any holding over thereof. If at any time during the term of this Lease, DUPERON supplies OWOSSO with labels, plates or other markings stating that the Leased Equipment is

owned by DUPERON, OWOSSO shall affix and keep such labels, plates or other markings in a prominent place within the Leased Equipment.

7. **DUPERON's Right of Inspection.** For a period of one (1) year from the date of the Lease Agreement, DUPERON shall have the right to inspect the Leased Equipment wherever the Leased Equipment may be located for the purpose of inspecting or observing its use and product support, development and improvements. OWOSSO shall give DUPERON immediate notice of any attachment or other judicial process affecting the Leased Equipment and, whenever requested by DUPERON, shall advise DUPERON of the exact location of the Leased Equipment.

8. **Delivery and Acceptance of Leased Equipment.** OWOSSO shall inspect all parts of the Leased Equipment within forty-eight (48) hours after its delivery to the site of installation. Unless OWOSSO, within five (5) days, gives written notice to DUPERON specifying any defect in or other proper objection to the Leased Equipment, OWOSSO agrees it shall be conclusively presumed, as between DUPERON and OWOSSO, that OWOSSO has fully inspected and acknowledged the Leased Equipment to be in good condition and repair, and that OWOSSO is satisfied with and has accepted the equipment in such good condition and repair.

9. **Assignment of Rents and Leases.** OWOSSO assigns, conveys, grants a security interest in, and warrants to DUPERON and its successors and assigns all rent, rent, issues, profits, revenues, income, and accounts of the Leased Equipment now or later due under current and future leases, use agreements, and other agreements.

10. **Alterations.** OWOSSO agrees that it will make no material alteration to the Leased Equipment without obtaining prior written consent from DUPERON. This provision in no way limits OWOSSO's obligation to provide regular maintenance, repairs and upkeep to the Leased Equipment. All such additions to, and improvements of, the Leased Equipment of any kind shall immediately become property of DUPERON and subject to the terms and conditions of this Lease.

11. **Obligation to Pay Miscellaneous Expenses.** OWOSSO agrees to pay all expenses and fines incurred in connection with the Leased Equipment. OWOSSO will pay any fees, including registration and inspection fees, use taxes, or other taxes that may be imposed with respect to the Leased Equipment by any governmental authority as the result of OWOSSO's use or intended use of the Leased Equipment, excluding, however, all taxes on, or measured by, DUPERON's income. Personal property taxes due and owing on the Leased Equipment, if any, shall be borne by OWOSSO.

12. **Insurance.** OWOSSO shall be responsible for any loss or damage to the Leased Equipment. OWOSSO, at its sole cost, shall provide and maintain during the term of this Lease, a policy of comprehensive insurance, including fire and theft insurance, collision, bodily injury, and property damage, where applicable. Subject to DUPERON's right to reject an insurance company or agent on the basis of reasonable standards, OWOSSO will purchase the required insurance coverage from an insurance company of OWOSSO's choice. The policy must show DUPERON as an additional insured. In the event OWOSSO shall fail to pay for or provide any insurance specified as the responsibility of OWOSSO, DUPERON at its option may pay for such insurance and add the amount paid to the next monthly Lease payment due from OWOSSO. OWOSSO will promptly notify DUPERON of any accident or incident which may result in an insurance claim.

13. **Risk of Loss or Damage.** OWOSSO assumes all risk of loss of, and damage to, the Leased Equipment for any cause. No loss or damage to the Leased Equipment will impair any obligation of OWOSSO under this Lease, which will continue in full force and effect. In the event of loss of or damage to the Leased Equipment, OWOSSO at the option of DUPERON shall: **(a)** replace all, or the damaged portion of, the Leased Equipment in good repair; or **(b)** replace the Leased Equipment with a like piece of equipment in good repair, which equipment shall become subject to this Lease; or **(c)** pay DUPERON in cash the fair market value of the Leased Equipment as determined by an appraiser chosen by DUPERON. On such payment, this Lease shall terminate with respect to

that portion of the Leased Equipment so paid for and OWOSSO shall become entitled to that portion of the Leased Equipment, to the extent that it exists, as owner.

14. **Indemnity of DUPERON.** OWOSSO shall indemnify and hold DUPERON harmless from and against any and all claims, actions, proceedings, costs, damages and liabilities, including attorney fees arising out of, connected with, or resulting from the use of the Leased Equipment, including, but not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the Leased Equipment.

15. **Events Constituting Default Under This Lease.** The following events shall constitute default under this Lease: **(a)** the non-payment by OWOSSO for a period of fifteen (15) days of any sum required to be paid by OWOSSO; **(b)** the non-performance by OWOSSO of any other term, covenant, or condition of this Lease that is not cured within ten (10) days after OWOSSO has received notice of non-performance from DUPERON; **(c)** any affirmative act of insolvency by OWOSSO, or the filing by OWOSSO of any petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any other law for the relief of, or related to, debtors; **(d)** the filing of any involuntary petition under any bankruptcy statute against OWOSSO, or the appointment of any receiver or trustee to take possession of the Leased Equipment of OWOSSO, unless such petition or appointment is set aside, withdrawn or ceases to be in effect within sixty (60) days of the date of filing or appointment; or **(e)** the subjection of any of OWOSSO's property to levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

16. **DUPERON's Right to Prevent Default.** Should OWOSSO fail to make any payment or do any act as provided in this Lease, then DUPERON shall have the right, but not the obligation, without notice to, or demand on, OWOSSO, and without releasing OWOSSO from any obligation under this Lease, to make or do the same, and to pay, purchase, consent, or compromise any encumbrance, charge, or lien that, in the sole judgment of DUPERON, appears to affect the Leased Equipment, and in exercising any such right, incur any liability and expend whatever amounts in its discretion that may be necessary. All expenses so incurred by DUPERON shall be, without demand, immediately due and payable by OWOSSO and shall bear an interest rate of eighteen percent (18%) per annum thereafter until paid.

17. **DUPERON's Rights on Default.** Upon occurrence of any event of default by OWOSSO, DUPERON, without notice to, or demand on, OWOSSO may: **(a)** take possession of the Leased Equipment or any portion thereof, and lease the Leased Equipment, or any portion of it, for such period and for such amount, and to such persons, as DUPERON shall elect, and apply the proceeds of any such renting, after deducting all costs and expenses incurred in connection with the recovery, repair, storage, and renting of the Leased Equipment, in payment of the Lease payments due from OWOSSO, and any other obligations due from OWOSSO to DUPERON, with OWOSSO remaining responsible for any deficiency; or **(b)** take possession of the Leased Equipment and sell it, or any portion of it, at public or private sale without demand or notice of intention to sell, and apply the proceeds of any such sale after deducting all costs and expenses incurred in connection with the recovery, repair, storage, appraisal and sale of the Leased Equipment and any rentals and any other obligations of OWOSSO then due against the fair market value of the Leased Equipment sold. If the proceeds, after the permitted deductions, are less than the fair market value so determined, OWOSSO shall immediately pay DUPERON the difference. DUPERON shall obtain a fair market valuation from an appraiser chosen at DUPERON's sole discretion.

18. **Warranty and Exclusion of Warranty.** The only warranty covering the Leased Equipment is any standard manufacturer's express warranty. DUPERON agrees that OWOSSO may receive, to the extent of OWOSSO's interest under this Lease, the benefit of any manufacturer's express warranty that covers the Leased Equipment upon purchase.

OWOSSO EXPRESSLY UNDERSTANDS THAT DUPERON IS ONLY OFFERING AN EXPRESS WARRANTY WITH RESPECT TO THE LEASED EQUIPMENT. DUPERON FURTHER MAKES NO REPRESENTATIONS WITH REGARD TO THE LEASED EQUIPMENT'S FITNESS FOR OWOSSO'S

INTENDED PURPOSE. DUPERON, HOWEVER, WILL TAKE ANY STEPS REASONABLY WITHIN ITS POWER TO MAKE AVAILABLE TO OWOSSO ANY MANUFACTURER'S OR SIMILAR WARRANTY APPLICABLE TO THE LEASED EQUIPMENT. DUPERON SHALL NOT BE LIABLE TO OWOSSO FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE LEASED EQUIPMENT, BY ANY INADEQUACY OF, OR DEFECT IN, THE LEASED EQUIPMENT, OR BY ANY INCIDENT IN CONNECTION WITH THE LEASED EQUIPMENT.

19. **Return.** At the end of the term of this Lease and unless OWOSSO purchases the Leased Equipment in accordance with the terms of this Lease, OWOSSO shall, at its own expense, return the Leased Equipment to DUPERON in as good condition as when received, reasonable wear and tear excepted.
20. **Assignment.** This Lease is not assignable or transferable by OWOSSO without DUPERON's written consent, which consent shall not be unreasonably withheld. DUPERON may assign the Lease without the consent of OWOSSO. OWOSSO shall further be prohibited from subletting, lending or sub-leasing all or any portion of the Leased Equipment, or permit the Leased Equipment to be used by anyone other than OWOSSO or OWOSSO's employees.
21. **Holding Over.** If OWOSSO shall remain in possession of the Lease Equipment, after the termination or expiration of this Lease, OWOSSO shall acquire no rights with respect to the Leased Equipment and the Lease Agreement shall be month-to-month, unless OWOSSO purchases the Leased Equipment.
22. **Suspension of Obligations of DUPERON.** The obligations of DUPERON under this Lease shall be suspended to the extent that DUPERON is hindered or prevented from complying with this Lease because of a labor dispute, acts of God, fires, storms, accidents, governmental regulations, governmental interferences, or any other cause beyond the control of DUPERON.
23. **Limitation and Waiver.** No delay or omission to exercise any right, power, or remedy accruing to DUPERON on any breach or default of OWOSSO under this Lease shall impair any such right, power, or remedy of DUPERON, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or in any similar breach or default occurring subsequently; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring previously or subsequently. Any waiver, permit, consent or approval of any kind or character on the part of DUPERON of any breach or default under this Lease, or any waiver on the part of DUPERON of any provision or condition of this Lease, must be in writing and shall be effective only to the extent that it is specifically set forth in the writing. All remedies, either under this Lease or by law, or otherwise afforded to DUPERON, shall be cumulative and not alternative.
24. **Waiver of Offsets.** OWOSSO waives any existing and future claims and offsets against Lease payments or other payments due under this Lease, and agrees to pay the Lease payments and any other amounts due and owing DUPERON regardless of any offsets or claim that OWOSSO may assert, or which may be asserted, on OWOSSO's behalf.
25. **General Construction/Miscellaneous.** This Agreement and all other documentation executed in accordance herewith shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Michigan. It is deemed by the parties that each has executed this Agreement in Saginaw County, Michigan, each party consenting to the jurisdiction thereof. The individuals executing this Agreement on behalf of DUPERON and OWOSSO represent that they are authorized to execute this document and bind their respective companies. This Agreement and the covenants herein contained shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Words of any gender shall be held to include the other gender and the words in the singular number shall be held to include the plural when the context so requires. Unless the context clearly indicates to the contrary, time shall be deemed to be of the essence in the interpretation of this Agreement. Section titles have been utilized for convenience and are

not part of this Agreement or interpretive of any of its language or intent. This Agreement sets forth the entire agreement of the parties on the subjects contained herein. All prior agreements between the parties on those subjects have been merged herein. Each party acknowledges that they have not agreed to, or relied on any representation, inducement or condition not set forth in this Agreement. No modification of this Agreement shall be effective unless in writing and executed by all parties. The invalidation or unenforceability of one or more of the provisions of this Agreement shall not affect the validity of the remaining provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the Agreement or its provisions.

IN WITNESS WHEREOF, the parties have executed this Master Lease Agreement the day and year first written above.

DUPERON CORPORATION, a Michigan Corporation

(As to Both Parties)

By: TAMMY L. BERNIER
Its: President

CITY OF OWOSSO

(As to Both Parties)

By:
Its:

Enclosures:
Duperon Proposal #6868 R1
Duperon Terms and Conditions

EQUIPMENT SCHEDULE

Please indicate your choice by checking the box and signing below:

Equipment:

Mechanical Bar Screen FlexRake Model FRG3, Full Penetration, Fine Screen and Controls Package as listed per Proposal #P6868 R1

- OPTION 1: 24 Month Lease with payments of \$1,815 per month
- OPTION 2: 12 Month Lease with payments of \$2,605 per month
- OPTION 3: 6 Month Lease with payments of \$4,605 per month
 - o Freight: DAP by Duperon Truck to City of Owosso WWTP
 - o Monthly Rental beginning upon ship date and paid every 30th of the month thereafter
 - o Deposit of first and last payment
 - o 50% of all lease payments, including security deposit, may be applied toward the outright purchase of new equipment at the expiration of the lease

Price is valid for 30 days.

CITY OF OWOSSO

By:
Its:

Duperon Corporation Terms and Conditions

The Terms and Conditions ("Terms") contained herein shall apply to all Duperon Corporation Purchasers. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by Duperon Corporation before becoming binding on either party. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing and the following Terms:

1. **SPECIFICATIONS:** The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications as described by Duperon Corporation.
2. **ITEMS INCLUDED:** The proposal includes only the equipment and does not include erection, installation, accessories or associated materials such as controls, piping, etc., unless specifically listed.
3. **PARTIES TO CONTRACT:** Duperon Corporation is not a party to or bound by the terms of any contract between Purchaser and any other party. Duperon Corporation's undertakings are limited to those defined in the contract between Duperon Corporation and its Purchasers.
4. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of a proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. Duperon Corporation or its supplier's shipping points with freight allowed. All claims for damage, delay or shortage shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying Duperon Corporation of any damage or shortage within forty-eight hours of receipt. Failure to so notify Duperon Corporation shall constitute acceptance by Purchaser, relieving Duperon Corporation of any liability for shipping damages or shortages.
5. **PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5% service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when Duperon Corporation is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These Terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
6. **CREDIT APPLICATION:** Purchaser must complete a credit application if it wishes credit terms. The credit application must be updated periodically as requested and upon a request by Purchaser for a change in credit terms. The provision of credit is subject to acceptance by Duperon Corporation's Credit Department. If at any time the financial condition of the Purchaser gives Duperon Corporation, in its judgment, doubt concerning the Purchaser's ability to pay, Duperon Corporation may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Duperon Corporation until such payment has been received. Failure to pay after demand by Duperon Corporation shall result in a service charge of 1.5% per month, or the maximum permitted by law, whichever is less.
7. **RETENTIONS:** Retentions are not included, unless specifically noted. Purchaser agrees not retain payment or any part of a payment. Failure to make payment in accordance with the agreed upon terms will result in a 1.5% per month service charge.
8. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the contractually agreed upon normal shipment date, or if material price increases (or decreases) are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to a shared risk escalation adjustment. Any escalation less than plus or minus 5% shall be absorbed by Duperon Corporation. All escalation (increase or credit) that exceeds 5% shall be passed onto the Purchaser at cost and shall be based upon increases (or decreases) in material costs to Duperon Corporation that occur in the time period between quotation and material procurement by Duperon Corporation. Purchaser agrees to this potential escalation (or credit) regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a) The total quoted revised price is based upon changes in the indices as published by third party sources, such as, the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Price Indices.
 - (b) Price revision for items furnished to, and not manufactured by Duperon Corporation, which exceed the above escalation calculation, will be passed along by Duperon Corporation to Purchaser based upon the actual increase in price to Duperon Corporation for the period from the date of quotation to the date of material procurement. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
9. **APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to Duperon Corporation supplying any equipment shall be such complete approval.
10. **INSTALLATION SUPERVISION:** Unless specified, prices quoted for equipment do not include installation supervision. Duperon Corporation recommends and will, upon request, make available, at Duperon Corporation's then current rate, an experienced installation supervisor to act as the Purchaser's agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation. Responsibility for proper operation of equipment, if not installed by Duperon Corporation or installed in accordance with Duperon Corporation's instructions, and inspected and accepted in writing by Duperon Corporation, rests entirely with Purchaser; and any work performed by Duperon Corporation personnel in making

Duperon Corporation Terms and Conditions

adjustment or changes must be paid by Purchaser at Duperon Corporation's then current per diem rates plus living and traveling expenses.

11. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by Duperon Corporation within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Duperon Corporation unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

12. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be the responsibility of Purchaser.

13. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Duperon Corporation until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Duperon Corporation's title and interest in and to such equipment; and upon Purchaser's default, Duperon Corporation may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Duperon Corporation may suffer from any cause.

14. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Duperon Corporation's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever. Purchaser shall provide proof of said coverage prior to shipment.

15. SHIPMENTS: Any estimated delivery dates represent Duperon Corporation's best estimate. No liability, direct or indirect, is assumed by Duperon Corporation for failure to ship or deliver on such dates. Duperon Corporation shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Duperon Corporation may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Duperon Corporation that the equipment is ready for shipment; and thereafter any storage or other charge Duperon Corporation incurs on account of the equipment shall be added to Purchaser's account. If delivery is specified at a point other than Duperon Corporation or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Duperon Corporation's reasonable control and occurring at a location other than Duperon Corporation or its supplier's shipping points, Duperon Corporation assumes no liability for delivery delay. If Purchaser refuses such delivery, Duperon Corporation may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

16. WARRANTY: DUPERON CORPORATION WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "DUPERON WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, DUPERON CORPORATION SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER. THE PARTIES AGREE AND STIPULATE THAT AN EXPRESS WARRANTY PROVIDED TO PURCHASER IN WRITING IS THE SOLE WARRANTY REGARDING THE PRODUCT AND ANY SERVICE PROVIDED BY DUPERON CORPORATION. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND DUPERON CORPORATION IS NOT LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, EXCEPT AS SET FORTH IN THESE TERMS AND THE EXPRESS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE EXPRESS WARRANTY.

17. PATENTS: Duperon Corporation agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement provided Duperon Corporation is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give Duperon Corporation needed information, assistance, and authority to enable Duperon Corporation so to do. In the event said equipment is held or conceded to infringe such a patent, Duperon Corporation shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Duperon Corporation will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Duperon Corporation's request. The foregoing states the entire liability of Duperon Corporation, with respect to patent infringement; and except as otherwise agreed to in writing, Duperon Corporation assumes no responsibility for process patent infringement.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by Duperon Corporation, the proposal, or Purchaser's order based on the proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Duperon Corporation to date of cancellation, suspension,

Duperon Corporation Terms and Conditions

or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Duperon Corporation's plant or elsewhere, shall be added to Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. **DUPERON CORPORATION CANCELLATION:** Duperon Corporation shall have the right to cancel any order or proposal without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.

20. **RETURN OF PRODUCTS:** No products may be returned to Duperon Corporation without Duperon Corporation's prior written permission. Said permission may be withheld by Duperon Corporation at its sole discretion.

21. **EXTENDED STORAGE:** Extended storage instructions will be part of the information provided at shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep **WARRANTY** in force.

22. **BACKCHARGES:** Duperon Corporation will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Duperon Corporation furnished materials unless such back charge has been authorized in advance in writing by a Duperon Corporation employee, by a Duperon Corporation purchase order, or work requisition signed by Duperon Corporation

23. **INDEMNIFICATION AND HOLD HARMLESS:** Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized. Purchaser agrees to indemnify Duperon Corporation from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

24. **FORCE MAJURE:** Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God; fire, explosions, hostilities or war (declared or undeclared, striking or work stoppage involving either party's employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of these Terms as promptly as possible.

25. **ASSIGNMENT:** No assignment of any right or obligation under this Contract shall be made by either party without the prior consent of both parties. Any attempted assignment without such is void.

26. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, either written or oral, and is not subject to modification except by a writing signed by an authorized officer of each party.

27. **ARBITRATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

28. **MISCELLANEOUS:** Titles and/or headings in these Terms are inserted for convenience only and are not intended to effect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. Production and delivery dates may change upon any delay caused by Purchaser or its agents. Duperon Corporation may not be assessed damages for delays in shipment or delivery. Unless otherwise agreed in writing, the Terms contained herein and the subject of this agreement shall be governed by and construed only under the laws of the State of Michigan, USA. The parties agree and stipulate that jurisdiction and venue is proper before the trial courts of Michigan and consent to the jurisdiction thereof, and agree to dismiss any claim brought before the courts of any other state or nation. The parties deem that this Agreement was executed and to be fully performed in Saginaw, Michigan.

DATE: August 9, 2013

Mechanically Cleaned Bar Screen
Budgetary Proposal Number P6868 R1
Owosso WWTP, MI

To:
Gary Burk
City of Owosso, MI
(989) 725-0555
gary.burk@ci.owosso.mi.us

Tim Guysky
City of Owosso, MI
(989) 725-0562
timothy.guysky@ci.owosso.mi.us

Sales Rep:
Jim Bakos
Sales Representative
Dubois-Cooper Associates, Inc
734-455-6700
734-455-6711
Sales@duboiscooper.com

From:
Bryce Function
Estimator
Duperon Corporation
Phone: (800) 383-8479
bfunction@duperon.com

Lorene Bruns
Regional Sales Manager
Duperon Corporation
Phone: (989) 754-8800
lbruns@duperon.com



Picture may not reflect this specific project



Thank you for the opportunity to provide a lease option to support your screening needs. Please see the following solution that we are offering for your project.

Scope of Supply:

- (1) Mechanical Bar Screen - Link Driven, Front Cleaning, Front Return
- FlexRake® Model
 - Refurbished for lease
 - SSSL304 side fabrications, dead plate and cross members
 - SSSL304 full enclosure covering from deck to discharge
 - SSSL304 enclosure access panels
 - Anchor Bolts, per bar screen
 - Bolts for anchor toes and plates
 - (8) 1/2 inch diameter x 4-1/2 inch long Embed HAS Rods w/ Hilti RE-500 SD Adhesive System
 - Bolts for Return Guide / Closeout
 - (22) 3/8 inch diameter x 3-3/8 inch long Embed HAS Rods w/ Hilti RE-500 SD Adhesive System
 - SSSL304 Drive Head:
 - Drive Sprockets and end castings SSSL304
 - Drive Shaft SSSL304
- Design criteria
- 3:1 UHMW to SSSL scraper ratio
 - 1.00 ft of head differential structural design
 - 0.25 inch x 0.75 inch x 0.13 inch SSSL316 tear drop bar screen
 - 70.00 mph wind design
 - 0.00 degree from vertical
 - 0.25 inch clear opening
 - 69 inch bar screen height
 - 15.00 ft nominal length of **FlexLink™** and scraper system
 - 15.00 ft intermediate deck, from top of channel to top of operating deck
 - 11.00 ft from channel invert to top of operating deck
 - 69 in. channel height
 - 36 in. channel width
 - 2,700 lbs. Unit Weight
- Clarifications/Exceptions/By Others
- The bar screen will be shipped fully assembled
 - Duperon will be providing an onsite technician during installation and startup.
 - Picking and placing of unit will be by others
 - Relocation of existing control panels by others
 - Spreader bar may be required for unloading
 - Crane may be required for unloading
- (1) Controls Package,
- AC Tech VFD drive for speed control, for
 - (1) 1/2HP Bar Screen Motor



On Site Technical Assistance, Installation and Testing

- (1) Trip(s)
- (1) Technician
- (1) 8 hour man-days
-

On Site Technical Assistance, Decommission

- (1) Trip(s)
- (1) Technician
- (1) 8 hour man-days

Freight to/from Jobsite

Lease Option: Summary

- Deposit/Down Payment: First & Last Month
- Lease Length Options:
 - 24 Month Lease: \$1815/mo.
 - 12 Month Lease: \$2605/mo.
 - 6 Month Lease: \$4605/mo.
- Note: Lease amounts depend upon the period chosen at the beginning of the contract. (ex. If chosen 6 months and then extend to 12 months, lease payment is still at the 6 month rate)
- Lease can go month to month after lease period expires.
- Portion of the lease payments will be applied to the purchase of Duperon screens.
- Please see the lease contract for further details.

Clarifications:

- Prices are valid for 30 days
- Submittal will not be provided
- Equipment Delivery: 2-6 weeks after approval
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or high wind conditions
- Not intended for direct septage applications
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 2 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.



Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Site Work: Construction and /or installation work of any kind at the jobsite. Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchor bolts. Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or high wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Discharge system.
- Stilling wells.

Proposal Terms:

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements.
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

Right to Refuse:

This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements. This information may be relied upon and used for project estimating purposes only. Note In the event of cancellation of a purchase order or contract, Duperon Corporation will be compensated for all costs that it or its subcontractors have incurred for performance of work in good faith. Due to the current volatility of the steel market, prices may be impacted at time of order. Please be advised that Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.



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

MEMORANDUM

DATE: August 13, 2013

TO: City Council

FROM: Mark Sedlak, Director of Public Services

RE: Contract Award for 2013 Street Paving Program

On July 16, 2013, the City received bids for the 2013 Street Paving Program. This work includes the paving of Krust Drive from Dewey Street to North Street. Michigan Paving and Materials, Inc. is the confirmed low bidder at \$224,094.60.

Award of this bid is contingent upon proceedings of the August 19, 2013 public hearing.

We recommend that City Council award the 2013 Street Paving Program bid to Michigan Paving and Materials, Inc. in the amount of \$224,094.60, contingent upon results of the public hearing, and approve payment up to the contract amount.

Mark A. Sedlak

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE 2013 STREET PAVING PROGRAM
WITH MICHIGAN PAVING AND MATERIALS COMPANY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the surface of Krust Drive from Dewey Street to North Street has deteriorated and that replacement is advisable, necessary and in the public interest; and

WHEREAS, the City of Owosso sought bids for milling and asphalt resurfacing of the above mentioned location as part of the 2013 Street Paving Program; a bid was received from Michigan Paving and Materials Company, and it is hereby determined that Michigan Paving and Materials Company is qualified to provide such services and that it has submitted the lowest responsible and responsive bid; and

WHEREAS, a public hearing will be held on August 19, 2013 regarding the street that is part of the said bid; and

WHEREAS, it is acknowledged that adjustments may be made to the contract as a result of those hearings.

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 Michigan Paving and Materials Company for milling and asphalt resurfacing services for Krust Drive within the City as part of the 2013 Street Paving 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 Michigan Paving and Materials Company in the amount of \$224,094.60, contingent upon approval of Krust Drive to be specially assessed.
- THIRD: The above expenses shall be paid from the proceeds of the 2010 General Obligation Unlimited Tax Bonds.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS 19TH DAY OF AUGUST, 2013.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

CITY OF OWOSSO

ATTEST:

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

BID TABULATION SHEET

TITLE: 2013 Street Improvement Program

DATE: July 16, 2013
 DEPT.: Public Works

| ITEM | DESCRIPTION | EST QTY | UNIT | Michigan Paving & Materials, Inc. | | Reith-Riley Construction Company, Inc. | | Ace-Saginaw Paving Company | | Engineer's Estimate | |
|------------------|--|---------|------|-----------------------------------|----------------------|--|----------------------|----------------------------|----------------------|---------------------|----------------------|
| | | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 1 | Misc. curb removal & replacement 80' or less | 480 | LFT | \$ 28.00 | \$ 13,440.00 | \$ 32.75 | \$ 15,720.00 | \$ 34.00 | \$ 16,320.00 | \$ 14.30 | \$ 6,864.00 |
| 2 | Sand backfill | 40 | TON | \$ 15.00 | \$ 600.00 | \$ 40.00 | \$ 1,600.00 | \$ 24.00 | \$ 960.00 | \$ 23.05 | \$ 922.00 |
| 3 | Catch basin filters | 19 | EA | \$ 60.00 | \$ 1,140.00 | \$ 100.00 | \$ 1,900.00 | \$ 65.00 | \$ 1,235.00 | \$ 110.00 | \$ 2,090.00 |
| 4 | Lawn restoration | 164 | SYD | \$ 6.00 | \$ 984.00 | \$ 5.00 | \$ 820.00 | \$ 10.00 | \$ 1,640.00 | \$ 3.03 | \$ 496.92 |
| 5 | Hand patch | 20 | TON | \$ 100.00 | \$ 2,000.00 | \$ 160.00 | \$ 3,200.00 | \$ 62.05 | \$ 1,241.00 | \$ 100.00 | \$ 2,000.00 |
| 6 | Butt joint cold milling | 110 | SYD | \$ 1.10 | \$ 121.00 | \$ 7.35 | \$ 808.50 | \$ 10.00 | \$ 1,100.00 | \$ 5.80 | \$ 638.00 |
| 7 | Cold Milling | 10,181 | SYD | \$ 1.10 | \$ 11,199.10 | \$ 1.00 | \$ 10,181.00 | \$ 2.20 | \$ 22,398.20 | \$ 2.59 | \$ 26,368.79 |
| 8 | Sub grade undercutting, Type II, Mod. | 737 | CYD | \$ 34.00 | \$ 25,058.00 | \$ 52.60 | \$ 38,766.20 | \$ 44.00 | \$ 32,428.00 | \$ 33.00 | \$ 24,321.00 |
| 9 | Trimming & finishing earth grade | 16.59 | STA | \$ 500.00 | \$ 8,295.00 | \$ 430.00 | \$ 7,133.70 | \$ 151.00 | \$ 2,505.09 | \$ 400.00 | \$ 6,636.00 |
| 10 | Bituminous paving mix HMA 4E3 | 1,400 | TON | \$ 60.25 | \$ 84,350.00 | \$ 63.00 | \$ 88,200.00 | \$ 62.05 | \$ 86,870.00 | \$ 80.10 | \$ 112,140.00 |
| 11 | Bituminous paving mix HMA 5E3 | 850 | TON | \$ 70.15 | \$ 59,627.50 | \$ 70.60 | \$ 60,010.00 | \$ 74.85 | \$ 63,622.50 | \$ 74.60 | \$ 63,410.00 |
| 12 | Furnish & Adj. East Jordan 1120A cover | 10 | EA | \$ 900.00 | \$ 9,000.00 | \$ 720.00 | \$ 7,200.00 | \$ 612.00 | \$ 6,120.00 | \$ 935.00 | \$ 9,350.00 |
| 13 | Manhole adjustment | 9 | EA | \$ 350.00 | \$ 3,150.00 | \$ 343.00 | \$ 3,087.00 | \$ 340.00 | \$ 3,060.00 | \$ 220.00 | \$ 1,980.00 |
| 14 | Water valve adjustment | 7 | EA | \$ 150.00 | \$ 1,050.00 | \$ 233.00 | \$ 1,631.00 | \$ 250.00 | \$ 1,750.00 | \$ 132.00 | \$ 924.00 |
| 15 | Drainage structure reconstruction | 1 | VFT | \$ 650.00 | \$ 650.00 | \$ 217.00 | \$ 217.00 | \$ 244.00 | \$ 244.00 | \$ 220.00 | \$ 220.00 |
| 16 | Traffic Control | 1 | LS | \$ 3,430.00 | \$ 3,430.00 | \$ 9,050.00 | \$ 9,050.00 | \$ 21,920.00 | \$ 21,920.00 | \$ 5,000.00 | \$ 5,000.00 |
| TOTAL BID | | | | | \$ 224,094.60 | | \$ 249,524.40 | | \$ 263,413.79 | | \$ 263,360.71 |

Dept. Mgr.

Mark A. [Signature]

Gen. Liability Expiration Date:

9-2-2013

Awarded To: _____

Purch. Agent

[Signature]

Workers' Comp Expiration Date:

9-2-2013

Council Approved: _____

Staff Rec.

MICHIGAN PAVING & MATERIALS INC

Sole Prop. Exp. Date: _____

PO Number _____



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

MEMORANDUM

DATE: August 7, 2013

TO: City Council

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

RE: Contract Award for 2013 Slurry Seal & Double Chip Seal Program

On August 6, 2013, the City received bids for the 2013 Slurry Seal & Double Chip Seal Program. This work is necessary to improve surface quality of various streets, as recommended by the City's pavement management consultant. Highway Maintenance & Construction Company is the confirmed low bidder at \$180,160.14.

We recommend City Council award the 2013 Slurry Seal & Double Chip Seal Program bid to Highway Maintenance & Construction Company in the amount of \$180,160.14 and approve payment up to the contract amount.

Mark A. Sedlak

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE 2013 SLURRY SEAL & DOUBLE CHIP SEAL PROGRAM
WITH HIGHWAY MAINTENANCE & CONSTRUCTION COMPANY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that improvement to the surface quality of various streets is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids to improve the surface of various streets as part of the 2013 Slurry Seal & Double Chip Seal Program; a bid was received from Highway Maintenance & Construction Company; and it is hereby determined that Highway Maintenance & Construction Company is qualified to provide such services and that it has submitted the lowest responsible and responsive bid;

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Highway Maintenance & Construction Company for the surface improvement of various streets as part of the 2013 Slurry Seal & Double Chip Seal 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 Highway Maintenance & Construction Company with a \$180,160.14 bid.
- THIRD: The above expenses shall be paid from the Major and Local Street Maintenance Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS 19th DAY OF AUGUST, 2013.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

CITY OF OWOSSO

ATTEST:

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

CITY OF OWOSSO BID TABULATION SHEET

DATE 8/6/2013

DEPT. DPW

Page 1 of 1

SUBJECT: 2013 Slurry Seal & Double Chip Seal Bid

| ITEM # | DESCRIPTION | EST. QTY | UNIT | Highway Maintenance Romulus, MI | | Strawser Construction Columbus, OH | | UNIT PRICE | TOTAL |
|------------------|-------------------------------|----------|------|------------------------------------|----------------------|---------------------------------------|----------------------|------------|-------|
| | | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | | |
| 1 | Slurry Seal | 65,894 | SYD | \$ 2.25 | \$ 148,261.50 | \$ 2.38 | \$ 156,827.72 | | |
| 2 | Seal, Double Chip | 5,544 | SYD | \$ 5.31 | \$ 29,438.64 | \$ 3.86 | \$ 21,399.84 | | |
| 3 | Sweeping of Chip Seal Streets | 8 | HRS | \$ 120.00 | \$ 960.00 | \$ 175.00 | \$ 1,400.00 | | |
| 4 | Traffic Control | 1 | LS | \$ 1,500.00 | \$ 1,500.00 | \$ 6,200.00 | \$ 6,200.00 | | |
| TOTAL BID | | | | | \$ 180,160.14 | | \$ 185,827.56 | | |

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT. HEAD: MARK A. SEUR

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: 4-1-2014

AWARDED: _____

PURCH. AGENT: [Signature]

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: 4-1-2014

COUNCIL APPROVED: _____

STAFF REC.: Highway Maintenance

SOLE PROPRIETORSHIP
EXPIRATION DATE: _____

PO NUMBER: _____



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

MEMORANDUM

DATE: August 19, 2013

TO: City Council

FROM: Mark A. Sedlak, Director of Public Services

RE: Purchase of New Street Sweeper
via State of Michigan MiDeal Contract #071B00075

Staff requests Council waive the competitive bid process and approve the purchase of one (1) new Elgin Pelican street sweeper from Bell Equipment Company. Bell Equipment Company was awarded the State of Michigan bid for an Elgin street sweeper in the amount of \$170,525.80.

This bid meets the definition of Owosso City Ordinance Section 2-345 (3) Exception to competitive bidding which states: Where the council shall determine that the public interest will best be served by joint purchase with, or purchase from, another unit of government.

We recommend council approve the bid from Bell Equipment Company in the amount of \$170,525.80.

Mark A. Sedlak

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF ELGIN PELICAN STREET SWEEPER
FROM BELL EQUIPMENT COMPANY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Department of Public Services requiring the use of street sweepers; and

WHEREAS, the State of Michigan has contracted with Bell Equipment Company for the provision of Elgin Street Sweepers; and City Ordinance allows for exceptions to competitive bidding requirements when the public interest is best served by joint purchase with, or purchase from, another unit of government; and

WHEREAS, it is hereby determined that the public interest is best served by executing a joint purchase through the State of Michigan contract with Bell Equipment Company.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase a 2013 Elgin Pelican Street Sweeper from Bell Equipment Company in the amount of \$170,525.80.
- 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 Bell Equipment Company, Inc. up to the amount of \$170,525.80.
- THIRD: The above expenses shall be paid from the Revolving Equipment Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 19TH DAY OF AUGUST, 2013.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

CITY OF OWOSSO

ATTEST:

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk



WARRANT 468 August 13, 2013

| Vendor | Description | Fund | Amount |
|--|--|--|--------------------|
| Brown & Stewart, PC | Professional services July 9, 2013 – August 12, 2013 | General | \$ 8,734.44 |
| Michigan Municipal League Workers' Compensation Fund | Workers' compensation insurance-2 nd installment FY 2013-2014 | General/Sewer/ Streets/WTP/ WWTP/Fleet/ Housing | \$26,698.00 |
| | | Total | \$35,432.44 |

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 07/01/2013 - 07/31/2013

| Check Date | Bank | Check | Vendor Name | Description | Amount |
|-----------------------------------|------|--------|---|--|--------------|
| Bank 1 GENERAL FUND (POOLED CASH) | | | | | |
| 07/01/2013 | 1 | 121246 | C D W GOVERNMENT, INC. | SERVER/EXCHANGE 2013/EXCHANGE CALS | \$ 1,398.95 |
| 07/01/2013 | 1 | 121247 | JUDY ELAINE CRAIG | COURIER SERVICES | \$ 180.00 |
| 07/01/2013 | 1 | 121248 | DONALD D CRAWFORD | REIMBURSEMENT | \$ 651.00 |
| 07/01/2013 | 1 | 121249 | DAYSTARR COMMUNICATIONS | JULY 2013-BROADBAND INTERNET & FEES | \$ 495.00 |
| 07/01/2013 | 1 | 121250 | DELTA DENTAL PLAN OF MICHIGAN | JULY 2013-DENTAL INSURANCE PREMIUM | \$ 4,630.82 |
| 07/01/2013 | 1 | 121251 | ELECTION SYSTEMS & SOFTWARE, INC. | MAINT/SUPPORT VOTING MACHINES-FY 13/14 | \$ 634.12 |
| 07/01/2013 | 1 | 121252 | ERES INTERNATIONAL INC | PAVEMENT CONDITION SURVEY & PAVEMENT MAN | \$ 2,059.55 |
| 07/01/2013 | 1 | 121253 | HURON VALLEY ASSO OF CODE OFFICIAL | CHARLES RAU-MEMBERSHIP | \$ 95.00 |
| 07/01/2013 | 1 | 121254 | MICHIGAN MUNICIPAL LEAGUE WORKERS' | FIRST INSTALLMENT FY 13/14 | \$ 26,698.00 |
| 07/01/2013 | 1 | 121255 | MUTUAL EYE CLAIM AUDITS | VISION COVERAGE PREMIUM | \$ 704.05 |
| 07/01/2013 | 1 | 121256 | OWOSSO COMMUNITY AIRPORT | FY 13/14-APPROPRIATION-1 OF 2 | \$ 3,489.00 |
| 07/01/2013 | 1 | 121257 | PHYSICIANS HEALTH PLAN OF MID-MICH | GROUP HEALTH INSURANCE PREMIUM | \$ 81,924.91 |
| 07/01/2013 | 1 | 121258 | PITNEY BOWES INC | POSTAGE METER RENTAL 7/1/13-9/30/13 | \$ 180.00 |
| 07/01/2013 | 1 | 121259 | RAILROAD MANAGEMENT COMPANY LLC | ANNUAL LEASE PAYMENTS | \$ 753.98 |
| 07/01/2013 | 1 | 121260 | SHIAWASSEE REGIONAL CHAMBER OF COMM | MEMBERSHIP RENEWAL-FY 13-14 | \$ 799.00 |
| 07/01/2013 | 1 | 121261 | SHIAWASSEE UNITED WAY | EMPLOYEE CONTRIBUTIONS | \$ 70.00 |
| 07/01/2013 | 1 | 121262 | ST JOHNS ANSWERING SERVICE INC | JULY 2013-TELEPHONE ANSWERING SERVICE | \$ 65.00 |
| 07/01/2013 | 1 | 121263 | STANDARD INSURANCE COMPANY | GROUP LIFE INSURANCE PREMIUM | \$ 2,611.00 |
| 07/16/2013 | 1 | 121264 | ANN ARBOR CREDIT BUREAU | BAD DEBT COLLECTION FEES | \$ 75.00 |
| 07/16/2013 | 1 | 121265 | THE ARGUS PRESS | JUNE 2013-PRINTING | \$ 241.02 |
| 07/16/2013 | 1 | 121266 | HEATHER D BROOKS | WATER-SERVICE CARDS-(500) | \$ 215.00 |
| 07/16/2013 | 1 | 121267 | C D W GOVERNMENT, INC. | MS SLD EXCH STD 2013 UCAL | \$ 7,262.00 |
| 07/16/2013 | 1 | 121268 | CENTRON DATA SERVICES, INC. | TREAS-SUMMER 2013 TAX BILLING | \$ 1,797.83 |
| 07/16/2013 | 1 | 121269 | CITY OF CORUNNA | OPD-ADMINISTRATIVE SERVICES | \$ 2,007.00 |
| 07/16/2013 | 1 | 121270 | COMMERCE CONTROLS INCORPORATED | WTP-ANALOG INPUT MODULE | \$ 955.00 |
| 07/16/2013 | 1 | 121271 | COMMERCIAL BLUEPRINT, INC. | MAINTENANCE FOR ANALOG COPIER | \$ 840.00 |
| 07/16/2013 | 1 | 121272 | CONSUMERS ENERGY | ELECTRICITY/GAS | \$ 29,494.57 |
| 07/16/2013 | 1 | 121273 | VOID | | \$ - |
| | | | Void Reason: Created From Check Run Process | | |
| 07/16/2013 | 1 | 121274 | D & D TRUCK & TRAILER PARTS | FLEET-PARTS/SUPPLIES | \$ 193.99 |
| 07/16/2013 | 1 | 121275 | D & G EQUIPMENT INC | FLEET-MOWER PARTS | \$ 785.50 |
| 07/16/2013 | 1 | 121276 | DALTON ELEVATOR | WTP-JUNE 2013-CYLINDER RENTAL | \$ 489.02 |
| 07/16/2013 | 1 | 121277 | DELTA FAMILY CLINIC SOUTH PC | HR-NEW HIRE TESTING | \$ 350.00 |
| 07/16/2013 | 1 | 121278 | EDS CUSTOMER ACCOUNT OPERATIONS | BUSINESS CLASS DESKTOP (2) | \$ 1,617.20 |
| 07/16/2013 | 1 | 121279 | ETNA SUPPLY COMPANY | WATER-SUPPLIES | \$ 909.00 |
| 07/16/2013 | 1 | 121280 | FASTENAL COMPANY | WWTP-PARTS | \$ 34.09 |
| 07/16/2013 | 1 | 121281 | FOURSTAR LANDSCAPING LLC | 2013 TALL GRASS MOWING | \$ 85.00 |

| | | | | | |
|------------|---|--------|-------------------------------------|--|--------------|
| 07/16/2013 | 1 | 121282 | FRONTIER | JUNE 2013-PHONES | \$ 832.84 |
| 07/16/2013 | 1 | 121283 | GILBERT'S DO IT BEST HARDWARE & APP | PARKS-BENNETT FIELD SUPPLIES | \$ 356.01 |
| 07/16/2013 | 1 | 121284 | GOOSE BUSTERS | PARKS-ROUND UP | \$ 500.00 |
| 07/16/2013 | 1 | 121285 | GRAYMONT CAPITAL INC | WTP-QUICKLIME-46.63/TONS | \$ 6,341.68 |
| 07/16/2013 | 1 | 121286 | JAY'S SEPTIC TANK SERVICE | PARKS-HANDICAP UNIT | \$ 95.00 |
| 07/16/2013 | 1 | 121287 | KEMIRA WATER SOLUTIONS INC | WWTP-FERRIC CHLORIDE | \$ 2,991.88 |
| 07/16/2013 | 1 | 121288 | LAMPHERE'S | OFD-AIR CONDITIONING REPAIR | \$ 160.00 |
| 07/16/2013 | 1 | 121289 | LAW ENFORCEMENT OFFICERS REGIONAL | OPD-LED DISTRIBUTION-SPRING 2013 | \$ 1,676.37 |
| 07/16/2013 | 1 | 121290 | LEPLEY & SONS TOWING | OFD-AMBULANCE TOWING-6/24/13 | \$ 234.00 |
| 07/16/2013 | 1 | 121291 | LLOYD MILLER & SONS, INC | FLEET-PARTS FOR #521 | \$ 221.11 |
| 07/16/2013 | 1 | 121292 | LOGICALIS INC | JUNE 2013-NETWORK ENGINEERING SUPPORT | \$ 7,616.00 |
| 07/16/2013 | 1 | 121293 | LUDINGTON ELECTRIC, INC. | OFD-TROUBLESHOOTING/HVAC UNITS | \$ 166.60 |
| 07/16/2013 | 1 | 121294 | MCNAUGHTON-MCKAY ELECTRIC COMPANY | WWTP-VARIABLE FREQUENCY DRIVE | \$ 15,020.68 |
| 07/16/2013 | 1 | 121295 | MEMORIAL HEALTHCARE CENTER | HR-NEW HIRE DRUG SCREEN | \$ 166.00 |
| 07/16/2013 | 1 | 121296 | MICHIGAN METER TECHNOLOGY GROUP INC | WATER INVENTORY-METERS (30) | \$ 4,980.00 |
| 07/16/2013 | 1 | 121297 | MICHIGAN MUNICIPAL LEAGUE | UNEMPLOYMENT CONTRIBUTIONS | \$ 1,123.97 |
| 07/16/2013 | 1 | 121298 | NAPA AUTO PARTS | WTP-PARTS | \$ 581.15 |
| 07/16/2013 | 1 | 121299 | OFFICE DEPOT | P/S-OFFICE SUPPLIES | \$ 68.37 |
| 07/16/2013 | 1 | 121300 | OWOSSO BOLT & BRASS CO | WTP-BALL VALVE | \$ 239.92 |
| 07/16/2013 | 1 | 121301 | OWOSSO HITCH & PLOW CENTER INC. | WWTP-HITCH FOR PICK UP | \$ 336.37 |
| 07/16/2013 | 1 | 121302 | OWOSSO-WATER FUND | WATER/SEWER USAGE | \$ 3,300.15 |
| 07/16/2013 | 1 | 121303 | PAT SELLECK WELL & SEPTIC INSPECTIO | WATER SAMPLING & WELL INSPECTION | \$ 175.00 |
| 07/16/2013 | 1 | 121304 | PVS NOLWOOD CHEMICALS INC | WTP-SODIUM FLUORIDE | \$ 1,726.00 |
| 07/16/2013 | 1 | 121305 | RUTHY'S LAUNDRY CENTER | P/S-JUNE 2013 DRY CLEANING | \$ 356.62 |
| 07/16/2013 | 1 | 121306 | SHIAWASSEE DISTRICT LIBRARY | SATA PAYROLL REIMBURSEMENT | \$ 360.32 |
| 07/16/2013 | 1 | 121307 | SMITH JANITORIAL SUPPLY | OFD-SUPPLIES | \$ 870.62 |
| 07/16/2013 | 1 | 121308 | STECHSCHULTE GAS & OIL, INC. | FUEL PE 6/30/13 | \$ 4,765.52 |
| 07/16/2013 | 1 | 121309 | TARGET INFORMATION MANAGEMENT INC | OPD-PARKING TICKETS (5500) | \$ 1,083.50 |
| 07/16/2013 | 1 | 121310 | TECHNICAL ENERGY SOLUTIONS INC | WWTP-TROUBLESHOOTING-TOWER PUMP | \$ 569.50 |
| 07/16/2013 | 1 | 121311 | VALLEY LUMBER | DPW-MATERIALS | \$ 291.03 |
| 07/16/2013 | 1 | 121312 | WASTE MANAGEMENT OF MICHIGAN INC | DISPOSAL CHARGES-6/16/13-6/30/13 | \$ 2,701.49 |
| 07/16/2013 | 1 | 121313 | WIN'S ELECTRICAL SUPPLY | WTP-SUPPLIES | \$ 314.51 |
| 07/16/2013 | 1 | 121314 | YORK REPAIR INC | WWTP-REPAIR/REBUILD OF 100 HP MOTOR | \$ 3,824.76 |
| 07/18/2013 | 1 | 121315 | BARTZ EXCAVATING | BD Bond Refund | \$ 50.00 |
| 07/18/2013 | 1 | 121316 | BARTZ EXCAVATING | BD Bond Refund | \$ 50.00 |
| 07/18/2013 | 1 | 121317 | BLACK JACK ASPHALT | BD Bond Refund | \$ 50.00 |
| 07/18/2013 | 1 | 121318 | BROWN & STEWART P C | PROFESSIONAL SERVICES | \$ 7,306.52 |
| 07/18/2013 | 1 | 121319 | DAVID B BUTCHER | REIMBURSEMENT | \$ 14.00 |
| 07/18/2013 | 1 | 121320 | CALEDONIA CHARTER TOWNSHIP | 1155 VANDEKARR RD | \$ 678.53 |
| 07/18/2013 | 1 | 121321 | CENTRON DATA SERVICES, INC. | WATER/SEWER BILL PRINTING & MAILING SERV | \$ 3,630.99 |
| 07/18/2013 | 1 | 121322 | CORDIER EXCAVATING | BD Bond Refund | \$ 50.00 |
| 07/18/2013 | 1 | 121323 | CORDIER EXCAVATING | BD Bond Refund | \$ 50.00 |
| 07/18/2013 | 1 | 121324 | CORROSION FLUID PRODUCTS CORP. | WWTP-VALVE REPAIR KIT/ASSEMBLY | \$ 380.30 |

| | | | | | |
|------------|---|--------|-------------------------------------|--|-------------|
| 07/18/2013 | 1 | 121325 | DAYSTARR COMMUNICATIONS | AUGUST 2013-BROADBAND INTERNET & FEES | \$ 495.00 |
| 07/18/2013 | 1 | 121326 | DELTA DENTAL PLAN OF MICHIGAN | DENTAL INSURANCE PREMIUM | \$ 4,346.95 |
| 07/18/2013 | 1 | 121327 | EMPLOYEE BENEFIT CONCEPTS INC | HR-JULY 2013-ADMIN FEE | \$ 100.00 |
| 07/18/2013 | 1 | 121328 | FISHER GRAVEL CO | BD Bond Refund | \$ 50.00 |
| 07/18/2013 | 1 | 121329 | FOURSTAR LANDSCAPING LLC | 2013 TALL GRASS MOWING | \$ 310.00 |
| 07/18/2013 | 1 | 121330 | AMBER FULLER | BOARD OF REVIEW MEETING | \$ 50.00 |
| 07/18/2013 | 1 | 121331 | SALLY SUE GALE | BOARD OF REVIEW MEETING | \$ 50.00 |
| 07/18/2013 | 1 | 121332 | BRADLEY E GROLL | REIMBURSEMENT | \$ 714.39 |
| 07/18/2013 | 1 | 121333 | TIMOTHY E HILL | REIMBURSEMENT | \$ 15.00 |
| 07/18/2013 | 1 | 121334 | IDEXX DISTRIBUTION CORPORATION | WP 200 COLILERT/QUANTI-CULT | \$ 1,052.94 |
| 07/18/2013 | 1 | 121335 | J & B MEDICAL SUPPLY INC | OFD-AMBULANCE MEDICAL SUPPLIES | \$ 480.12 |
| 07/18/2013 | 1 | 121336 | JCI JONES CHEMICALS, INC. | WTP-SODIUM HYPOCHLORITE | \$ 3,307.26 |
| 07/18/2013 | 1 | 121337 | JERRY L JONES | BOARD OF REVIEW MEETING | \$ 50.00 |
| 07/18/2013 | 1 | 121338 | TERRY KEMP | BOARD OF REVIEW MEETING | \$ 50.00 |
| 07/18/2013 | 1 | 121339 | MBA DISTRIBUTING, INC. | SEWER-KNIFE GATE VALVES | \$ 1,109.50 |
| 07/18/2013 | 1 | 121340 | MICHIGAN MUNICIPAL LEAGUE | HR-WWTP JOB POSTING AD | \$ 95.00 |
| 07/18/2013 | 1 | 121341 | MISDU | PAYROLL DEDUCTION | \$ 616.32 |
| 07/18/2013 | 1 | 121342 | SUSAN K MONTENEGRO | INTERN EXPENSE REIMBURSEMENT | \$ 367.50 |
| 07/18/2013 | 1 | 121343 | MUTUAL EYE CLAIM AUDITS | VISION COVERAGE PREMIUM | \$ 603.68 |
| 07/18/2013 | 1 | 121344 | MUZZAL GRAPHICS | ADMIN-QUICK PO BOOKS (22) | \$ 310.94 |
| 07/18/2013 | 1 | 121345 | OFFICE DEPOT | CITY HAL-SUPPLIES | \$ 215.21 |
| 07/18/2013 | 1 | 121346 | OFFICE SOURCE | CLERK-OFFICE SUPPLIES | \$ 184.39 |
| 07/18/2013 | 1 | 121347 | P F PETTIBONE & CO | CLERK-MINUTE BOOK | \$ 179.90 |
| 07/18/2013 | 1 | 121348 | POLICE OFFICERS LABOR COUNCIL | PAYROLL DED-UNION DUES | \$ 744.00 |
| 07/18/2013 | 1 | 121349 | Q2A ASSOCIATES LLC | FINANCE DIRECTOR SERVICES-6/9/13-6/22/13 | \$ 4,347.00 |
| 07/18/2013 | 1 | 121350 | SCHMIG, TIMOTHY A. & SUSAN W. | BD Bond Refund | \$ 50.00 |
| 07/18/2013 | 1 | 121351 | MIKE SELLECK | BOARD OF REVIEW MEETING | \$ 50.00 |
| 07/18/2013 | 1 | 121352 | SHIAWASSEE COUNTY MEDICAL GROUP | HR-PRE EMPLOYMENT PHYSICAL | \$ 100.00 |
| 07/18/2013 | 1 | 121353 | ST JOHNS ANSWERING SERVICE INC | AUGUST 2013-ANSWERING SERVICE | \$ 65.00 |
| 07/18/2013 | 1 | 121354 | STECHSCHULTE GAS & OIL, INC. | FUEL-PE 7/15/13 | \$ 4,442.85 |
| 07/18/2013 | 1 | 121355 | SWIM LLC | UTILITIES DIR SERVICES-6/23/13-7/6/13 | \$ 672.00 |
| 07/18/2013 | 1 | 121356 | USA BLUE BOOK | WWTP-LAB SUPPLIES | \$ 337.83 |
| 07/18/2013 | 1 | 121357 | VISITING NURSE SERVICE OF MICHIGAN | PAYROLL DEDUCTION-GARNISHMENT | \$ 150.00 |
| 07/18/2013 | 1 | 121358 | ZOLL MEDICAL CORPORATION | OFD-EXTENDED WARRANTY ON 3 HEART MONITOR | \$ 3,015.00 |
| 07/18/2013 | 1 | 64(E) | MUNICIPAL EMPLOYEES RETIREMENT SYST | JUNE 2013-POLICE COMMAND CONTRIBUTIONS | \$ 9,859.86 |
| 07/19/2013 | 1 | 121359 | D & G EQUIPMENT INC | CUT OFF SAW/PUSH MOWER | \$ 1,089.95 |
| 07/19/2013 | 1 | 121360 | FISHER GRAVEL | DEMOLITION OF VACANT HOME AT 219 N CEDAR | \$ 530.00 |
| 07/19/2013 | 1 | 121361 | FISHER GRAVEL | DEMOLITION OF VACANT HOME AT 1064 TRACY | \$ 2,000.00 |
| 07/19/2013 | 1 | 121362 | NEXTEL COMMUNICATIONS | JUNE 2013-CELL PHONE SERVICE & EQUIPMENT | \$ 1,088.62 |
| 07/19/2013 | 1 | 121363 | S & K FARM & YARD | WTP-PARTS | \$ 137.12 |
| 07/19/2013 | 1 | 121364 | SLOAN'S SEPTIC TANK SERVICE AND POR | JUNE 2013-RENTAL UNITS | \$ 400.00 |
| 07/19/2013 | 1 | 121365 | SPARTAN STORES LLC | OFD-WATER FOR TRAINING | \$ 72.77 |
| 07/19/2013 | 1 | 121366 | UNITED PARCEL SERVICE | OFD-SHIPPING | \$ 23.65 |

| | | | | | |
|------------|---|--------|-------------------------------------|--|--------------|
| 07/19/2013 | 1 | 121367 | WASTE MANAGEMENT OF MICHIGAN INC | DISPOSAL CHARGES-7/1/13-7/15/13 | \$ 3,191.53 |
| 07/26/2013 | 1 | 121368 | ALFA LAVAL INC | WWTP-REPAIR FEED TUBE | \$ 837.93 |
| 07/26/2013 | 1 | 121369 | B & D ELEVATOR SERVICES INC | CITY HALL-ELEVATOR PHONE REPLACEMENT | \$ 700.00 |
| 07/26/2013 | 1 | 121370 | BAC TAX SERVICE CORPORATION | DUPLICATE TAX PAYMENT-935 N PARK | \$ 1,009.33 |
| 07/26/2013 | 1 | 121371 | CHEMCO SYSTEMS LP | WTP-LAB SUPPLIES | \$ 409.25 |
| 07/26/2013 | 1 | 121372 | CLIA LABORATORY PROGRAM | OFD-CERTIFICATE FEE | \$ 150.00 |
| 07/26/2013 | 1 | 121373 | CONSUMERS ENERGY | JUNE 2013-219 N WATER ST | \$ 76.38 |
| 07/26/2013 | 1 | 121374 | FEDEX | WWTP-SHIPPING FOR ALFA LAVAL REPAIR | \$ 24.87 |
| 07/26/2013 | 1 | 121375 | FIRST CONTRACTING INC | PROJECT #001-RR-OWOSSO-11 | \$ 29,984.10 |
| 07/26/2013 | 1 | 121376 | FRONTIER | PHONE SERVICE | \$ 1,289.19 |
| 07/26/2013 | 1 | 121377 | GRAYMONT CAPITAL INC | QUICKLIME-46.22/TONS | \$ 6,470.80 |
| 07/26/2013 | 1 | 121378 | HACH COMPANY | WTP-SUPPLIES | \$ 355.17 |
| 07/26/2013 | 1 | 121379 | HOME DEPOT | EMPLOYEE FUNDED-RETIREMENT GIFT | \$ 100.00 |
| 07/26/2013 | 1 | 121380 | HP | OFD-WIDE SCREEN LCD-DELL | \$ 154.73 |
| 07/26/2013 | 1 | 121381 | INDEPENDENT STATIONERS | WTP-BATTERIES/CLIPBOARDS/BINDERS | \$ 23.90 |
| 07/26/2013 | 1 | 121382 | INTERSTATE BILLING SERVICE INC | FLEET-PARTS | \$ 750.68 |
| 07/26/2013 | 1 | 121383 | JACK DOHENY SUPPLIES INC | FLEET-PARTS FOR UNIT #438 | \$ 168.98 |
| 07/26/2013 | 1 | 121384 | JAY'S SEPTIC TANK SERVICE | HARMON PATRIDGE-7/11/13-8/10/13 | \$ 490.00 |
| 07/26/2013 | 1 | 121385 | KENNEDY INDUSTRIES, INC. | PUMP CONTROLLER AND LEVEL SENSOR FOR WRI | \$ 4,521.00 |
| 07/26/2013 | 1 | 121386 | LUDINGTON ELECTRIC, INC. | BENNETT FIELD-TROUBLESHOOTING | \$ 407.59 |
| 07/26/2013 | 1 | 121387 | MCMASTER-CARR SUPPLY CO | WWTP-SEALS | \$ 54.44 |
| 07/26/2013 | 1 | 121388 | MICHIGAN ASSESSORS ASSOCIATION | MICHIGAN TAX TRIBUNAL-CLASS-LARRY COOK | \$ 150.00 |
| 07/26/2013 | 1 | 121389 | MICHIGAN PUBLIC EMPLOYER LABOR RELA | JESSICA UNANGST MEMBERSHIP-7/1/13-6/30/1 | \$ 25.00 |
| 07/26/2013 | 1 | 121390 | MICHIGAN RURAL WATER ASSOCIATION | MEMBERSHIP DUES 7/1/13-6/30/14 | \$ 675.00 |
| 07/26/2013 | 1 | 121391 | MISDU | PAYROLL DEDUCTION | \$ 616.32 |
| 07/26/2013 | 1 | 121392 | SUSAN K MONTENEGRO | INTERN EXPENSE REIMBURSEMENT | \$ 305.00 |
| 07/26/2013 | 1 | 121393 | OFFICEMAX INC | OFFICE SUPPLIES | \$ 355.55 |
| 07/26/2013 | 1 | 121394 | OWOSSO BOLT & BRASS CO | PARTS FOR SUMP LINE ON ADAMS ST | \$ 242.85 |
| 07/26/2013 | 1 | 121395 | OWOSSO POOLS LLC | ROBOCID FOR FOUNTAIN | \$ 46.00 |
| 07/26/2013 | 1 | 121396 | GARY L PALMER | ELECTRICAL INSPECTIONS SERVICES | \$ 500.00 |
| 07/26/2013 | 1 | 121397 | PHYSICIANS HEALTH PLAN OF MID-MICH | HEALTH INSURANCE PREMIUM | \$ 75,773.06 |
| 07/26/2013 | 1 | 121398 | POSTMASTER | STANDARD MAIL PERMIT FEE | \$ 200.00 |
| 07/26/2013 | 1 | 121399 | POWERTECH SERVICES, INC. | PROVIDE & INSTALL 2 NEW GE POWERBREAK II | \$ 44,547.00 |
| 07/26/2013 | 1 | 121400 | Q2A ASSOCIATES LLC | FINANCE DIRECTOR SERVICES 6/23//13-7/6/1 | \$ 3,475.50 |
| 07/26/2013 | 1 | 121401 | SEIFERT CONCRETE | 2012 SIDEWALK REPLACEMENT PROGRAM | \$ 500.00 |
| 07/26/2013 | 1 | 121402 | SHIAWASSEE FAMILY YMCA | PAYROLL DEDUCTION-MEMBERSHIPS | \$ 236.30 |
| 07/26/2013 | 1 | 121403 | SOUTHSIDE CAR WASH | OPD-JUNE 2013-CAR WASHES | \$ 141.50 |
| 07/26/2013 | 1 | 121404 | FRANCIS SPITLER | REIMBURSEMENT | \$ 80.00 |
| 07/26/2013 | 1 | 121405 | STANDARD INSURANCE COMPANY | GROUP LIFE INSURANCE PREMIUM | \$ 2,568.65 |
| 07/26/2013 | 1 | 121406 | STATE OF MICHIGAN | TRAFFIC SIGNAL ENERGY-10/1/12-3/31/13 | \$ 1,642.90 |
| 07/26/2013 | 1 | 121407 | STATE OF MICHIGAN | WITHHOLDING TAX | \$ 13,041.21 |
| 07/26/2013 | 1 | 121408 | SWIM LLC | UTILITIES DIR SERVICES-7/7/13-7/20/13 | \$ 1,218.00 |
| 07/26/2013 | 1 | 121409 | WEB ASCENDER | IT-WEBSITE HOSTING-JULY-SEPT 2013 | \$ 150.00 |

| | | | | | |
|------------|---|--------|-----------------|---|-----------|
| 07/26/2013 | 1 | 121410 | MERLE E WEST II | PLUMBING/MECHANICAL INSPECTION SERVICES | \$ 600.00 |
|------------|---|--------|-----------------|---|-----------|

1 TOTALS:

(1 Check Voided)

| | |
|-----------------------------|---------------|
| Total of 165 Disbursements: | \$ 493,287.37 |
|-----------------------------|---------------|

Bank 10 OWOSSO HISTORICAL FUND

| | | | | | |
|------------|----|------|-------------------------------------|----------------------------------|-------------|
| 07/11/2013 | 10 | 4442 | CONSUMERS ENERGY | 515 N WASHINGTON ST | \$ 172.56 |
| 07/11/2013 | 10 | 4443 | FRONTIER | 515 N WASHINGTON ST #3 | \$ 40.92 |
| 07/11/2013 | 10 | 4444 | OWOSSO-WATER FUND | 515 N WASHINGTON | \$ 88.80 |
| 07/11/2013 | 10 | 4445 | TYSON RUDE | WEB SITE DESIGN | \$ 600.00 |
| 07/18/2013 | 10 | 4446 | COX, DEANNA | CURWOOD CASTLE DEPOSIT-5/25/13 | \$ 50.00 |
| 07/18/2013 | 10 | 4447 | BROOKS, WENDY | CURWOOD CASTLE DEPOSIT-6/22/13 | \$ 50.00 |
| 07/18/2013 | 10 | 4448 | NEWMAN, SCOTT | ELEPHANT BOOKENDS | \$ 316.00 |
| 07/18/2013 | 10 | 4449 | RONALD J TOBEY | BELTS FOR VACUUM (2) | \$ 18.46 |
| 07/31/2013 | 10 | 4450 | CHARTER COMMUNICATIONS | 515 N WASHINGTON ST #2 | \$ 108.35 |
| 07/31/2013 | 10 | 4451 | TYSON RUDE | HOME TOUR BOOKLET/TICKETS (2500) | \$ 1,770.00 |
| 07/31/2013 | 10 | 4452 | SHIAWASSEE COUNTY HISTORICAL SOCIET | 1873 OWOSSO MAPS (10) | \$ 24.00 |
| 07/31/2013 | 10 | 4453 | SPECIALTY SALVAGE LLC | 515 N WASHINGTON ST | \$ 35.97 |
| 07/31/2013 | 10 | 4454 | WILLOUGHBY PRESS | HOME TOUR BROCHURES (2000) | \$ 699.00 |

10 TOTALS:

| | |
|----------------------------|-------------|
| Total of 13 Disbursements: | \$ 3,974.06 |
|----------------------------|-------------|

Bank 2 TRUST & AGENCY

| | | | | | |
|------------|---|------|-------------------------------------|---------------------|---------------|
| 07/22/2013 | 2 | 6273 | SHIAWASSEE AREA TRANSPORTATION AGEN | REAL/PP COLLECTIONS | \$ 7,735.67 |
| 07/22/2013 | 2 | 6274 | SHIAWASSEE COUNTY TREASURER | COLLECTIONS | \$ 260,414.29 |
| 07/22/2013 | 2 | 6275 | SHIAWASSEE COUNTY TREASURER | 145 LOTS | \$ 362.50 |

2 TOTALS:

| | |
|---------------------------|---------------|
| Total of 3 Disbursements: | \$ 268,512.46 |
|---------------------------|---------------|

REPORT TOTALS:

(1 Check Voided)

| | |
|-----------------------------|---------------|
| Total of 181 Disbursements: | \$ 765,773.89 |
|-----------------------------|---------------|



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

MEMORANDUM

DATE: August 16, 2013

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: **CDBG grant for 112 N. Washington St.**

In accordance with a recommendation from the city's loan review committee, before you is a request from the owner of 112 N. Washington Street (the Public House). The applicant requested a loan in the amount of \$15,000.00 to partially fund the installation of a fire suppression system.

The loan review committee met on May 9th and subsequently on August 15, 2013 to deliberate the request using the guidelines of the loan program. Though the guidelines do not specifically provide for a grant under normal circumstances, the committee determined that the hardship imposed by the obsolescence of this building was extreme. It was also found that permanent building improvements and the nature of the use proposed constitute a substantial public benefit.

In an effort to make 112 N. Washington more functional for this and future users, and to contribute to the success of the proposed "Public House" from a financial perspective, the committee recommends that the loan request be made as a grant award. The committee believes this grant of funds will enable and encourage desired changes in the downtown that are in the spirit of the program.

However, the committee acknowledges that this recommendation is not a product of the guidelines as written. The committee believes that the guidelines do not necessarily reflect current market conditions or building realities. So, while a recommendation is made for this grant under the current circumstances, the committee also recommends that the council permit a revision of the guidelines to reflect the new circumstances. The revision process should also include a moratorium on allocations, till such guidelines are approved by council, with a maximum of 180 days. The resolution includes such a provision.

RESOLUTION NO.

**AUTHORIZING PAYMENT FROM THE CDBG REVOLVING LOAN FUND TO
JEFF SAUNDERS FOR IMPROVEMENTS TO REAL PROPERTY LOCATED
AT 112 N. WASHINGTON STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the addition of a fire suppression system to the oldest brick building in the downtown serves an economic and public benefit to the community by virtue of addressing a code-mandated investment and improving safety; and

WHEREAS, the city of Owosso operates a Community Development Block Grant loan program that was established to fund such activities; and

WHEREAS, the loan review committee, under the general intent of the program, has recommended approval of a grant to ameliorate the obsolescence of a business and building development caused by the requirement of a fire suppression system; and

WHEREAS, the loan review committee finds the loan guidelines to be in need of updating to reflect current market conditions and building owner needs.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to support building improvements that add use value and exchange value to real properties in the downtown.
- SECOND: The accounts payable department, under the direction of the finance director, is authorized to release funds in the amount of \$15,000 immediately following the installation and proof of payment of the completed fire suppression system at 112 N. Washington.
- THIRD: The above expenses shall be paid from the Community Development Block Grant Fund.
- FOURTH: There shall be a moratorium placed on further allocations from the CDBG revolving loan fund in order to revise the program guidelines, said moratorium will expire after 180 days or upon city council approval of such guidelines, whichever occurs first.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN THIS 19TH DAY OF AUGUST, 2013.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

CITY OF OWOSSO

ATTEST:

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk



Mr. Randy Woodworth
Woodworth | Commercial
648 First St. | Owosso, MI 48867
randywoodworth@gmail.com



June 25, 2013

Adam Zettel, AICP
City of Owosso
301 W. Main Street
Owosso, MI 48867

Loan | Grant Request

RE: City of Owosso Business Development Loan - Grant

Dear Mr. Zettel:

On behalf of my client, Jeff Saunders, please accept the following request for funds from the City's loan fund.

Mr. Saunders is currently under construction in the formerly vacant space located at 112 N. Washington in an effort to convert it into a *mid to up-scale* bar and grill called "Public House". This business will cater to Scotch and fine Whiskey connoisseurs as well as craft beers from micro-breweries throughout Michigan. Public House will also offer a light menu to complement its drink offerings. As an aside, the term "Pub" was derived from "Public Houses" in England where communities would gather for food, fun and spirits.

In order to make this business a success Mr. Saunders plans extensive construction and remodeling as well as the purchase of thousands of dollars in trade fixtures. The total project cost that requires financing will be approximately \$240,000. The Purchase Price of the building is \$99,000, the total amount of which Mr. Saunders has injected \$9,000 in cash and has secured financing for the balance. Bank financing for a major portion of the fixtures and build-out has been secured, from Chemical Bank in the amount of \$100,000. Mr. Saunders will bring an additional \$15,000 out of pocket and/or a personal, private, loan. Additionally, the general contractor has agreed to finance \$20,000 of the construction through a promissory note, which is attached. This leaves a gap in financing of \$15,000.

He is requesting a Business Development Loan or GRANT from the City in the amount of \$15,000 and will secure the remaining funds through other sources as described. Please refer to the attached Business Plan and Financial Pro-Forma for further details.

Approximately \$25,000 from "Loan 2" has been utilized and allocated for "assets placed into service" this can be found on the "financing" tab of the excel sheet.

As additional security I, Randy Woodworth, would be willing to personally guarantee this loan, as I believe in this concept, this operator and this Downtown.

Sincerely,

Randy Woodworth
Woodworth Commercial

Acknowledged and Accepted By:

Owner

Jeff Saunders

Date: June 25, 2013

THOMPSON CUSTOM CONSTRUCTION

**3616 N. Chipman Road • Owosso, MI 48867 • Phone 989.277.9647
License #2101196731**

Worksheet for work completed as of 8-8-13

The Public House
N. Washington St.
Owosso, MI 48867
Contact: Jeff Saunders

| Item | Estimated Price | Actual Cost |
|------------------------------|------------------------|---|
| Sprinkler suppression system | \$27,000 | |
| Demolition and disposal | \$9000 | |
| Framing material | \$2000 | \$2000 |
| Framing labor | \$2000 | |
| Electric material | \$7000 | |
| Electric labor | \$7000 | |
| Plumbing labor | \$6000 | |
| Plumbing material | \$6000 | |
| Roof repair | \$1500 | \$1500 |
| Drywall material | \$1000 | |
| Drywall labor | \$1000 | |
| Insulation material | \$750 | \$750 |
| Insulation labor | \$750 | |
| Paint material | \$1500 | |
| Paint labor | \$1500 | |
| Floors material | \$5000 | |
| Floors labor | \$5000 | |
| Doors | \$1200 | |
| Windows material | \$3500 | \$3500 |
| Windows labor | \$3500 | |
| Trim material | \$4000 | |
| Trim labor | \$4000 | |
| HVAC | \$10,000 | |
| Bar | \$3000 | |
| FRP for kitchen | \$1600 | |
| Suspended ceiling in kitchen | \$1000 | |
| Install hood and cooler | \$3000 | |
| Equipment rentals | \$500 | |
| Drawings and permits | \$4000 | |
| General contract fee | \$8400 | |
| TOTAL | \$131,700.00 | \$7750 Reference invoice 13131 |



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

MEMORANDUM

DATE: August 15, 2013
TO: City Council
FROM: Donald D. Crawford
City Manager
RE: Street bond issue

When the budget was recommended, I proposed that a \$10 million dollar transportation bond issue be placed on the November 10, 2013 ballot. Time has passed quickly and for an issue to be placed on the November ballot the *Resolution Submitting Bond Proposal to the Voters of Owosso* must be approved by the city council and submitted to the county clerk no later than Thursday, August 27, 2013.

In preparation for this meeting the following has been prepared:

1. A presentation detailing issues with the street system
2. The resolution for a \$10 million bond proposal for street, sidewalk and trail improvements. The official name, and what we call it, is debatable--in the budget I called it a transportation issue, when preparing this presentation, I first called it a road issue and then after reading the ballot question I believe a street issue is more appropriate.
3. The ballot question attached to the resolution as Exhibit A which contains:

| | |
|--------------|--|
| amount | \$10,000,000 |
| type | general obligation |
| maturity | 25 years |
| purpose | street improvements (paving, repaving, reconstructing and improving sidewalks, parking areas, and trails for non-motorized transportation, and all necessary appurtenances and attachments thereto). |
| millage rate | \$2.44451 per \$1,000 assessed valuation |
4. List of street improvements anticipated to be completed in the next five years. Funds would be used to fix all city sidewalks, repair and upgrade trails, and upgrade city owned lights to LED.
5. Engineering Research International pavement management study.

To proceed, the city council needs to adopt the attached resolution. It appears to be a good time to issue bonds. Rates are low. The current unsettled situation because of the Detroit bankruptcy should pass quickly. Another issue that looms is that there has been talk of taxing municipal bonds.

City of Owosso
County of Shiawassee, State of Michigan

**RESOLUTION SUBMITTING BOND PROPOSAL
TO THE VOTERS OF THE CITY OF OWOSSO**

WHEREAS, the City Council of the City of Owosso, County of Shiawassee, State of Michigan (the "City") has determined that it is in the best interest of the residents and property owners of the City that the City acquire and construct local and major street improvements in the City consisting of paving, repaving, reconstructing and improving streets, sidewalks, parking areas, and trails for non-motorized transportation, including necessary rights-of-way, proper drainage facilities and all necessary appurtenances and attachments thereto (the "Project"); and

WHEREAS, the maximum estimated cost of the Project is \$10,000,000; and

WHEREAS, the City Council has determined that the City should borrow money in an amount not-to-exceed Ten Million Dollars (\$10,000,000) and issue general obligation bonds of the City in one or more series for the purpose of paying the cost of the Project; and

WHEREAS, the City Council wishes to place a proposal to issue bonds for the Project before the qualified electors of the City at the general election to be held in the City on Tuesday, November 5, 2013 (the "Election Date"); and

WHEREAS, in order for the bond proposal to be submitted to the City's electors on the Election Date, it is necessary for the City Council to certify the ballot wording of the proposal to the City Clerk and the County Clerk of the County of Shiawassee, Michigan, as required by Act 116, Public Acts of Michigan, 1954, as amended (the "Michigan Election Law").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The bond proposal attached hereto as Exhibit A is hereby certified to the City Clerk and the County Clerk for submission to the City's electors on the Election Date. The City Clerk is hereby authorized and directed to file this Resolution and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than Tuesday, August 27, 2013.

2. The City Clerk and the County Clerk are hereby directed to (a) post and publish notice of last day of registration and notice of election for the Election Date in the manner required by the Michigan Election Law; and (b) have prepared and printed, as provided by the Michigan Election Law, ballots for submitting the bond proposal on the Election Date, which ballots shall include the bond proposal shown in Exhibit A, or the bond proposal shall be stated as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.

3. The estimated first year millage and simple average annual millage rate set forth in the Bond Proposal are hereby found to be reasonable estimates of such millage rates.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 for tax-exempt bonds pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the bonds for certain costs of the Project described in the bond proposal which will be paid from the general funds of the City.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$10,000,000.

(c) A reimbursement allocation of the capital expenditures on the Project with the proceeds of the bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. If the qualified electors of the City approve the bond proposal, then the City hereby appoints Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel for the Bonds.

6. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby repealed.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Owosso, County of Shiawassee, State of Michigan, at a Regular meeting held on Monday, August 19, 2013 at 7:30 p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____
_____ and that the following Members were absent:
_____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution:
_____ and that the following Members voted against
adoption of said resolution: _____.

City Clerk

EXHIBIT A

**CITY OF OWOSSO
BOND PROPOSAL FOR STREET
SIDEWALK AND TRAIL IMPROVEMENTS**

Shall the City of Owosso, Shiawassee County, Michigan, borrow the principal sum of not to exceed Ten Million Dollars (\$10,000,000) and issue its general obligation unlimited tax bonds therefor in one or more series, payable in not to exceed twenty-five (25) years from the date of issue of each series, for the purpose of paying the costs to the City of acquiring and constructing local and major street improvements in the City consisting of paving, repaving, reconstructing and improving streets, sidewalks, parking areas, and trails for non-motorized transportation, and all necessary appurtenances and attachments thereto for the use of the City? The estimated millage to be levied in 2015 is 2.1959 mills (per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 2.4451 mills (per \$1,000 of taxable value).

YES

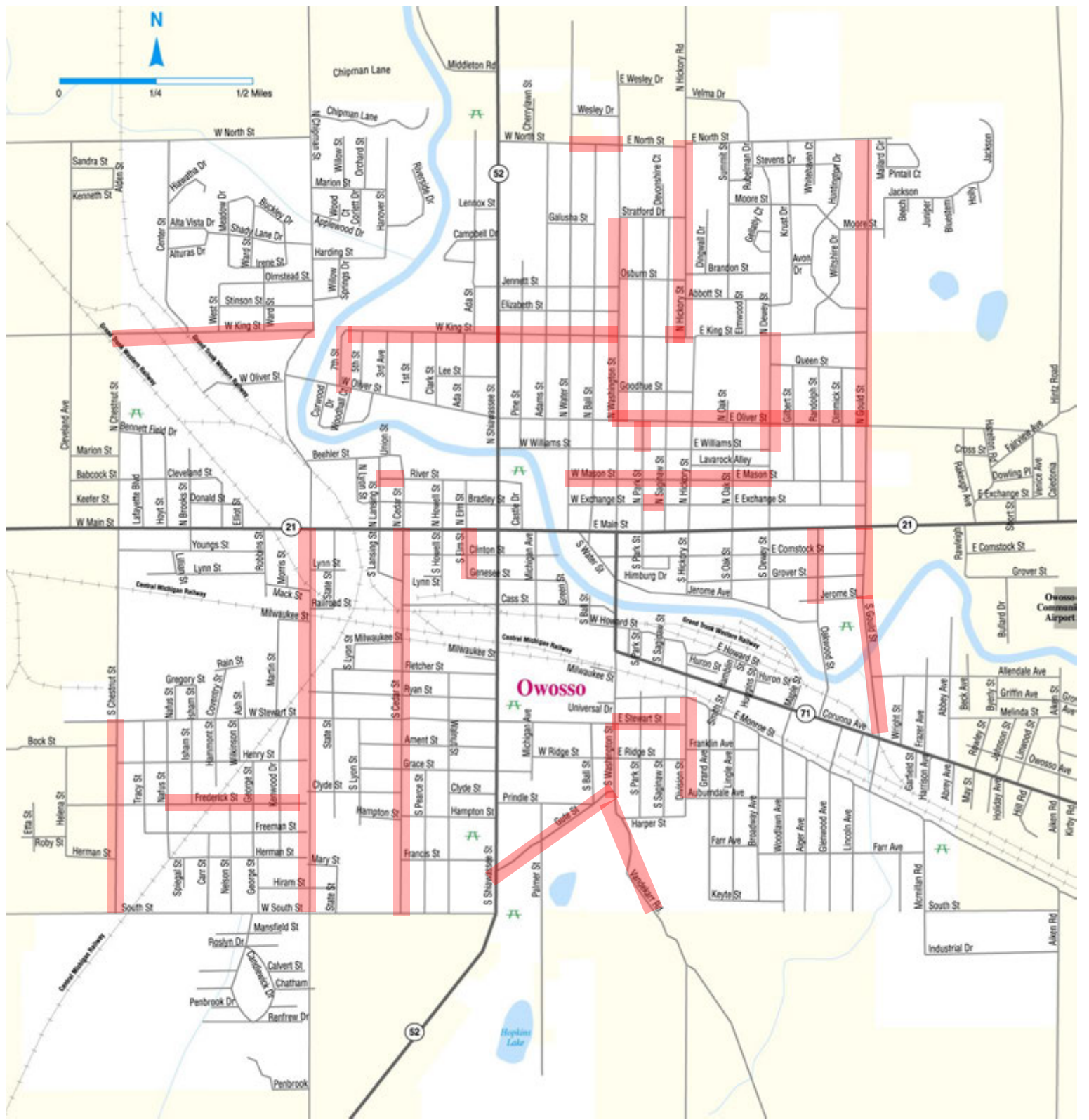
NO

PROJECT DESCRIPTION

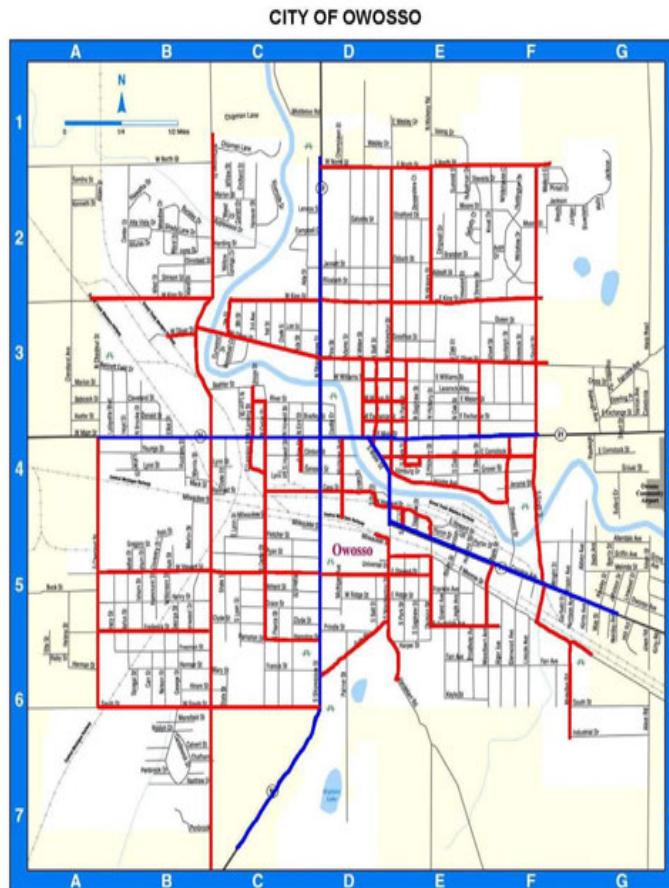
WORK

Some of the projects will require special assessments to cover part of the cost.

| | |
|---------------------------------------|-------------------|
| N. Dewey: Oliver to King | Full Reconstruct |
| W. Oliver: Washington to Gould | Full Reconstruct |
| S. Cedar: South to Stewart | Part Reconstruct |
| Frederick: Nafus to Chipman | Part Reconstruct |
| Oakwood: Jerome to Main | Part Reconstruct |
| N. Park: Williams to Oliver | Part Reconstruct |
| N. Dewey: Williams to Oliver | Part Reconstruct |
| E. Exchange: Park to Saginaw | Part Reconstruct |
| S. Cedar: Stewart to Main | Part Reconstruct |
| Seventh: Oliver to King | Part Reconstruct |
| E. King: Saginaw to Hickory | Part Reconstruct |
| E. Mason: Water to Washington | Part Reconstruct |
| S. Chipman: South to Stewart | Part Reconstruct |
| E. Stewart: Washington to Division | Reconstruct |
| S. Chestnut: South to Stewart | Reconstruct/Widen |
| S. Elm: South End to Main | Resurface |
| W. King: Shiawassee to Washington | Resurface |
| E. Mason: Washington to Dewey | Resurface |
| S. Washington: City Limits to Stewart | Resurface |
| W. King: City Limits to Chipman | Resurface |
| Gute: Shiawassee to Washington | Resurface |
| Hickory: King to North | Resurface |
| E. North: Water to Washington | Resurface |
| River: Lansing to Cedar | Resurface |
| Washington: Oliver to Stratford | Resurface |
| S. Chipman: Stewart to Main | Resurface |
| Gould: Corunna to Main | Resurface |
| Gould: Bridge over Shiawassee River | Resurface |
| Gould: Main to North | Resurface |
| W. King: Seventh to Shiawassee | Varies |
| Division: Auburndale to Monroe | Varies |



Pavement Management System Update



Presented By Dr. Abbas A. Butt



Engineering & Research Int'l, Inc.

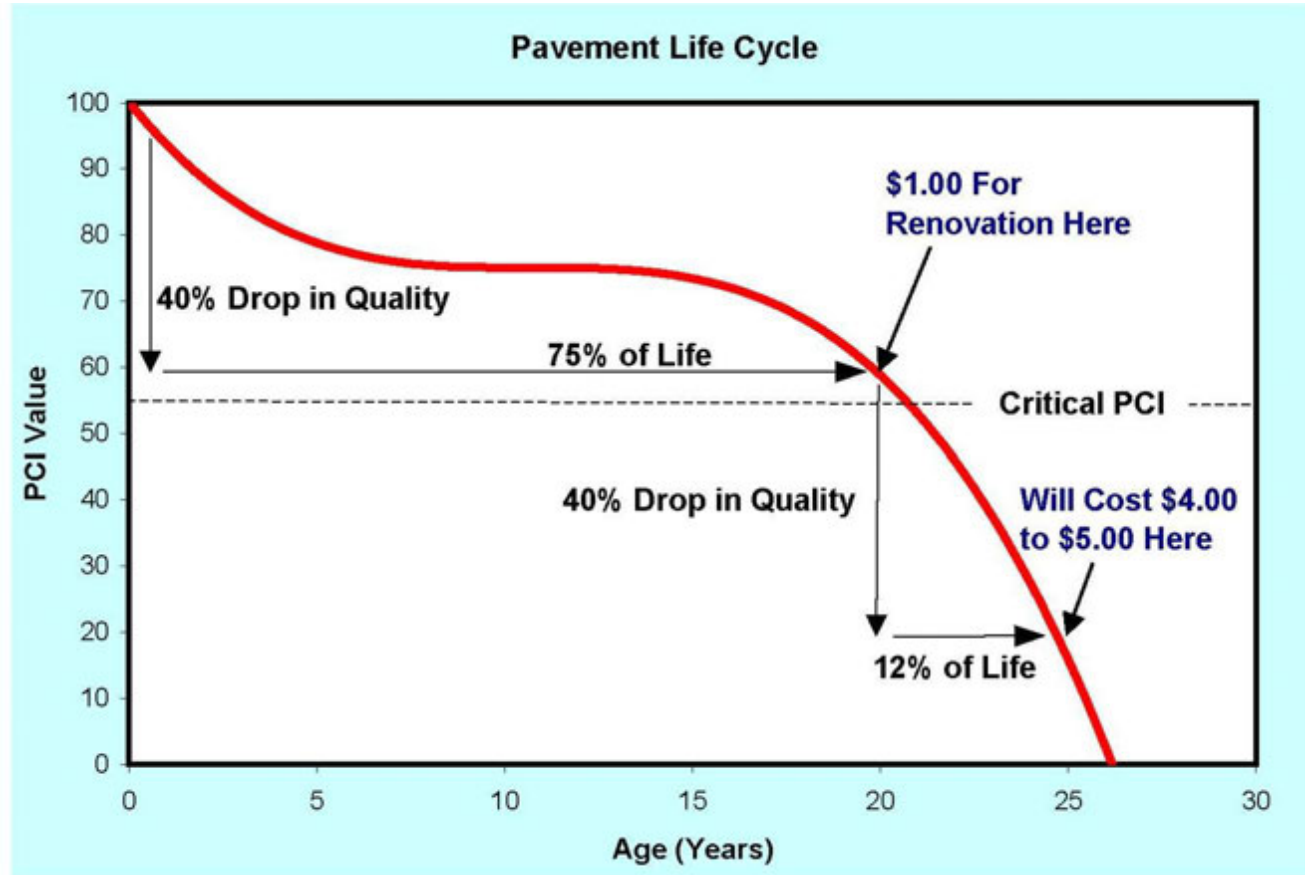
April 29, 2013



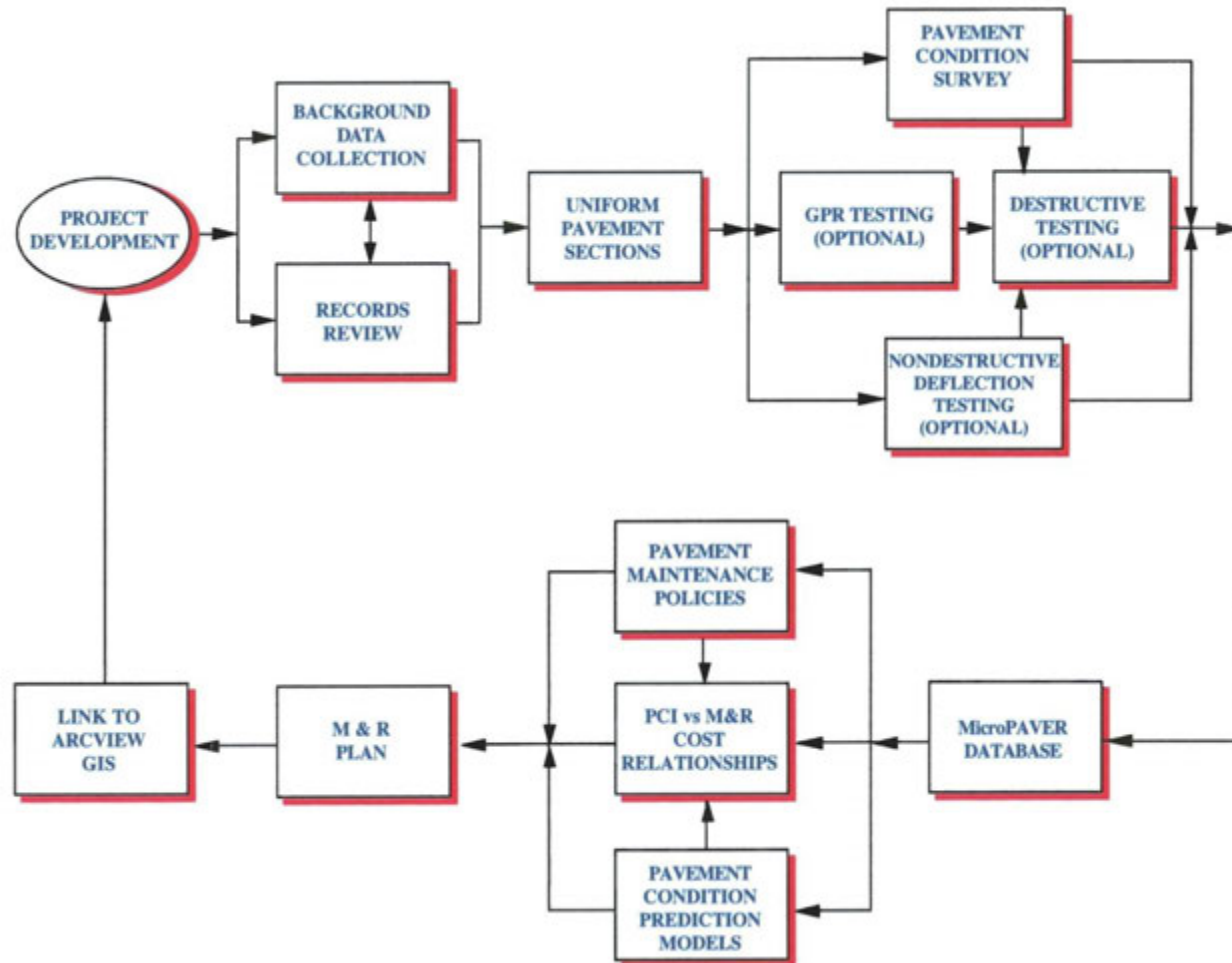
Project Goals

- *Develop a comprehensive program for road maintenance management based on pavement surface condition data analysis, and pavement structural evaluation*
- *Improve the overall condition of the pavement network based on the optimal allocation of limited funds*

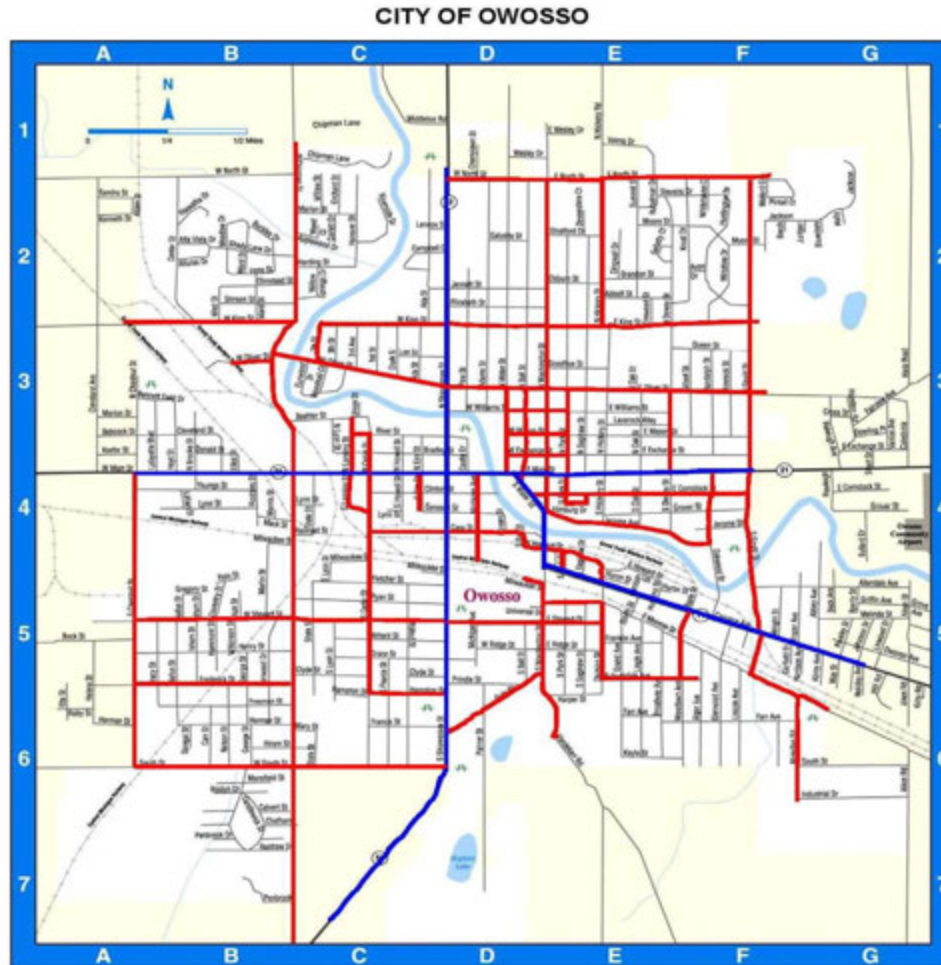
Pavement Maintenance Cost And Pavement Condition



Project Approach



Project Background



150 Lane Miles

Street Ownership Map



Background Data Collection

- *Past Maintenance and Construction History Data*
- *Traffic Data*
- *Maintenance and Rehabilitation Cost Data*
- *Planned Future Upgrades*

Pavement Condition Survey

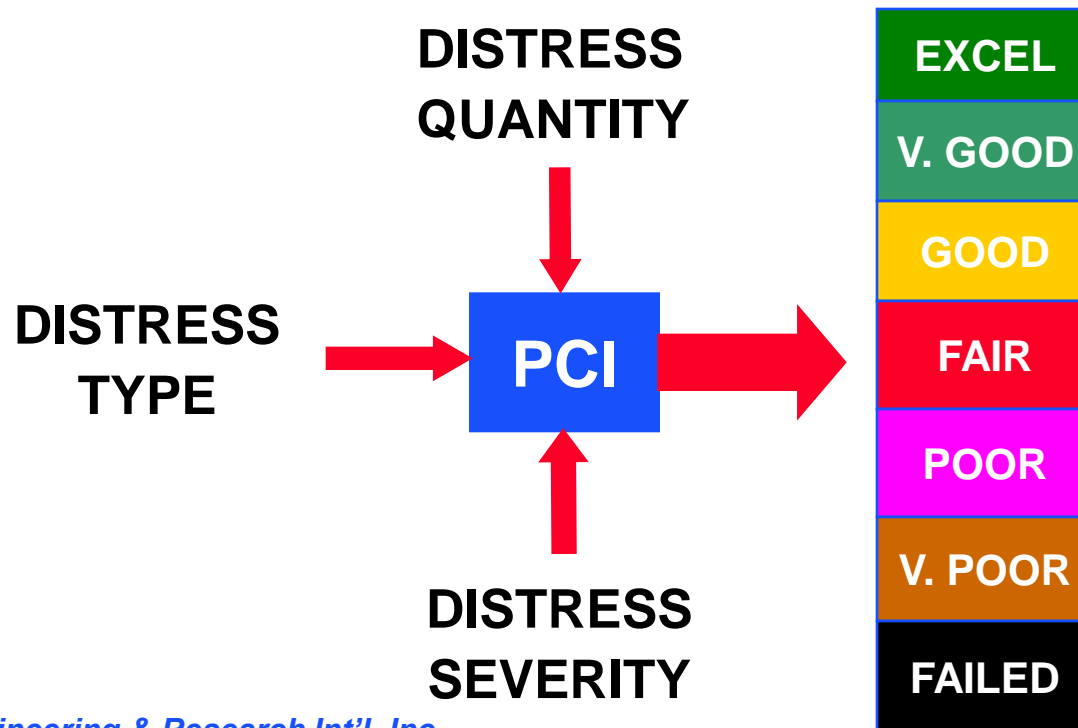
- **Equipment & Technology:**
 - *High Resolution Cameras*
 - *Laser Road Imaging System (LRIS)*
 - *Five (5) Laser Sensors*
 - *Distance Measuring Instrument (DMI)*
- **Resolution:**
 - *Forward Camera Images – 2448x2048*
 - *Downward Camera Images 4071x3981*
- **Continuous Image Capturing**



Pavement Distress Survey

Pavement Condition Index (PCI)

A numerical rating of the Pavement Condition that ranges from 0 to 100 with 0 being the Worst possible condition and 100 being the Best possible condition.

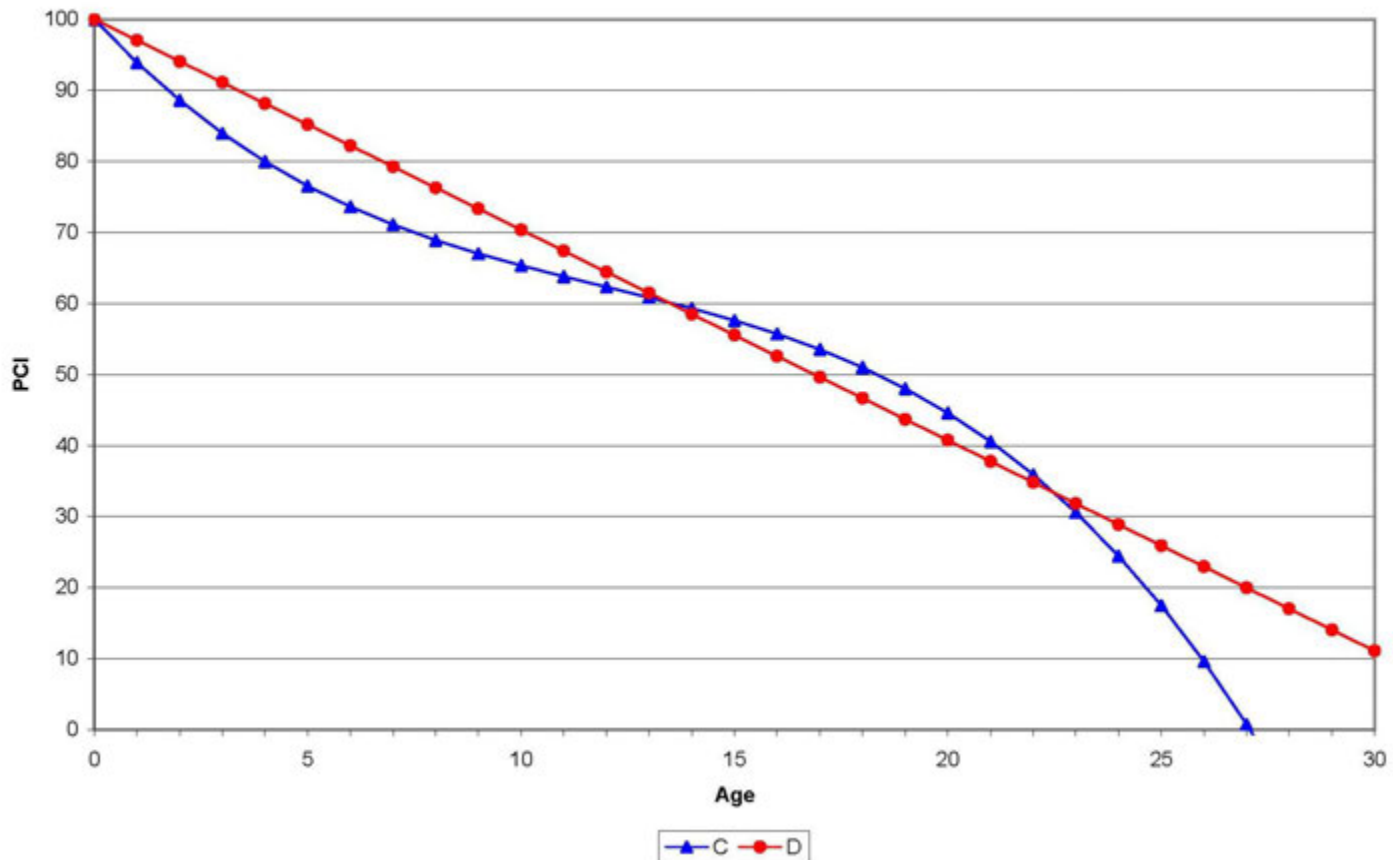


Micro PAVER Database

- *Pavement inventory data*
- *Pavement work history data*
- *Pavement maintenance policies*
- *Pavement condition survey data*
- *Pavement maintenance & rehabilitation cost data*

Pavement Performance Prediction Models

AC Over Brick (ABR) Pavement Family



Street Pavement Condition (January 2012) Map



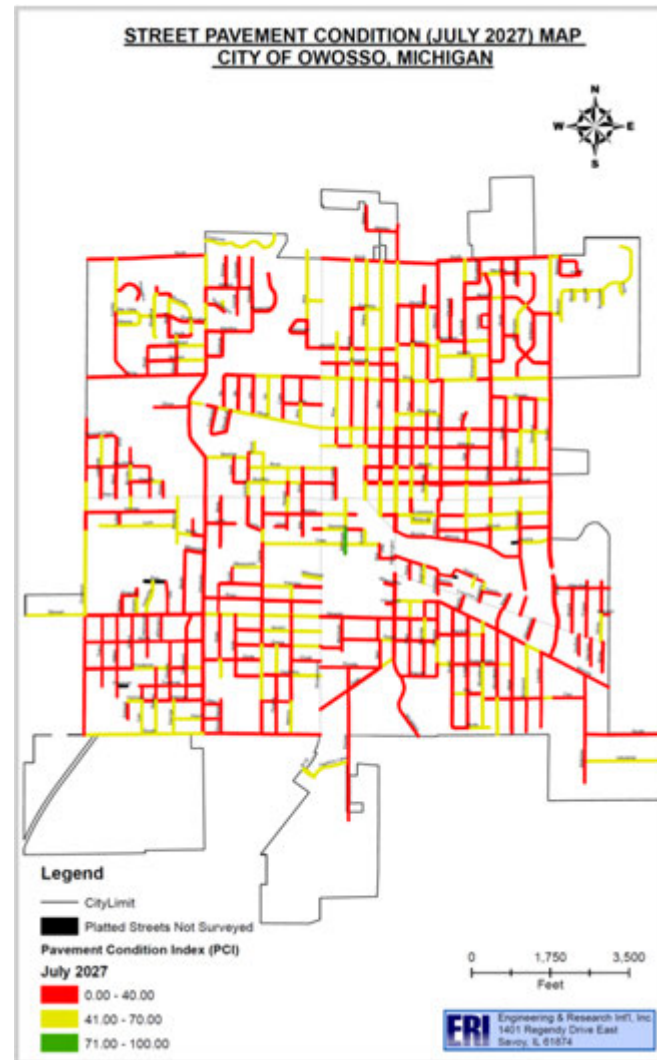
Street Pavement Condition (July 2017) Map



Street Pavement Condition (July 2022) Map



Street Pavement Condition (July 2027) Map



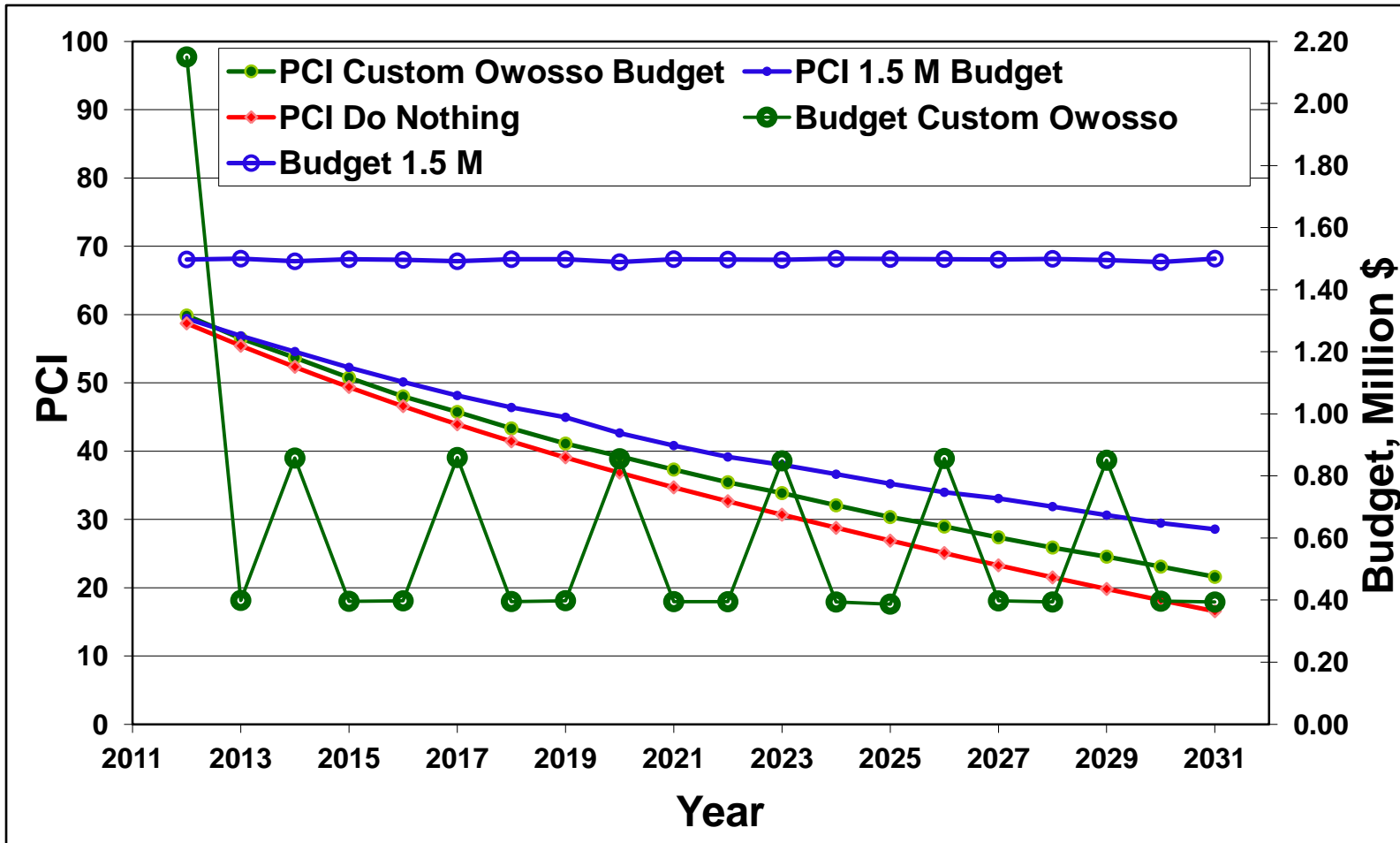
Engineering & Research Int'l, Inc.



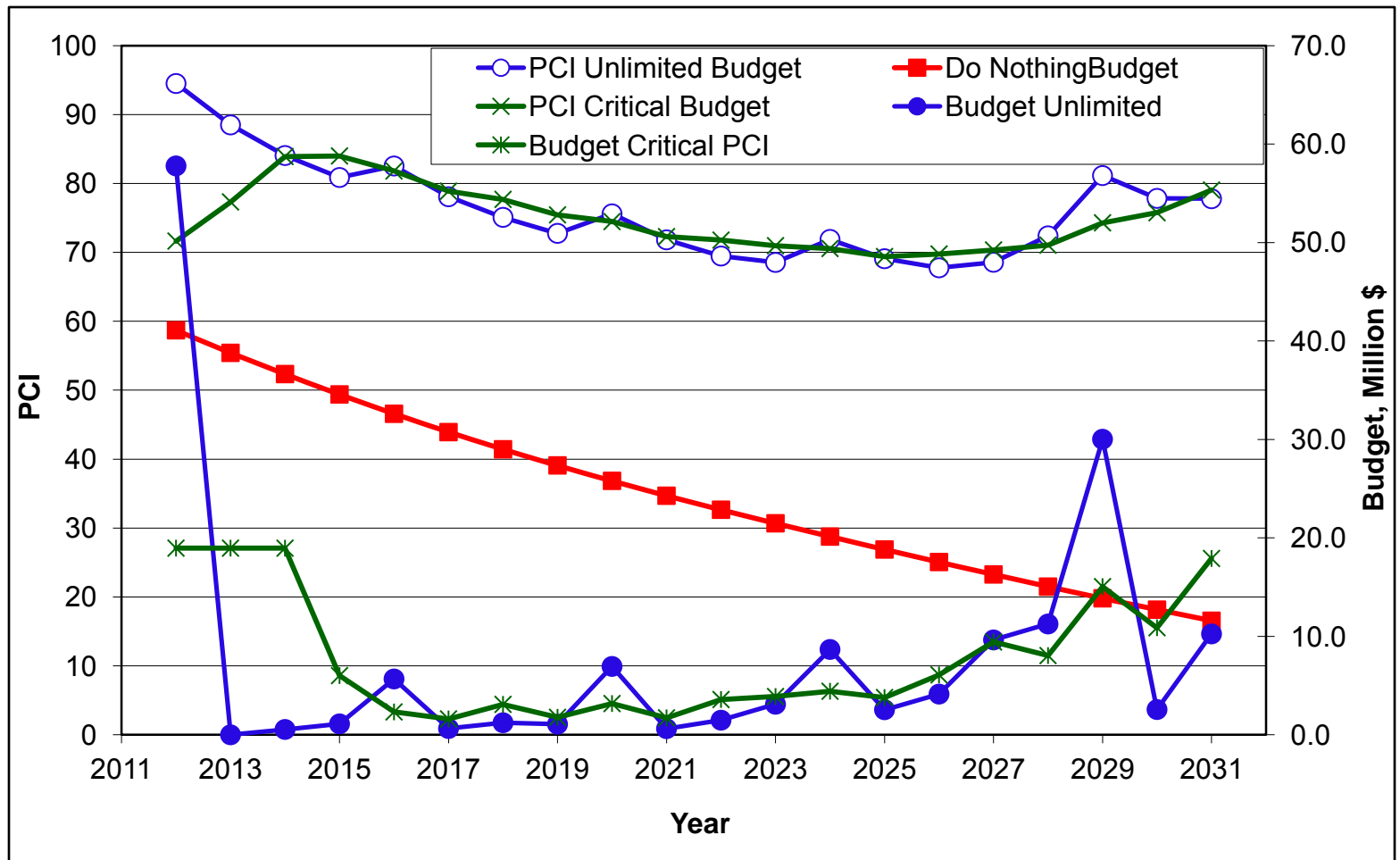
Street Pavement Condition (July 2032) Map



City of Owosso Budget Analysis



City of Owosso Budget Analysis



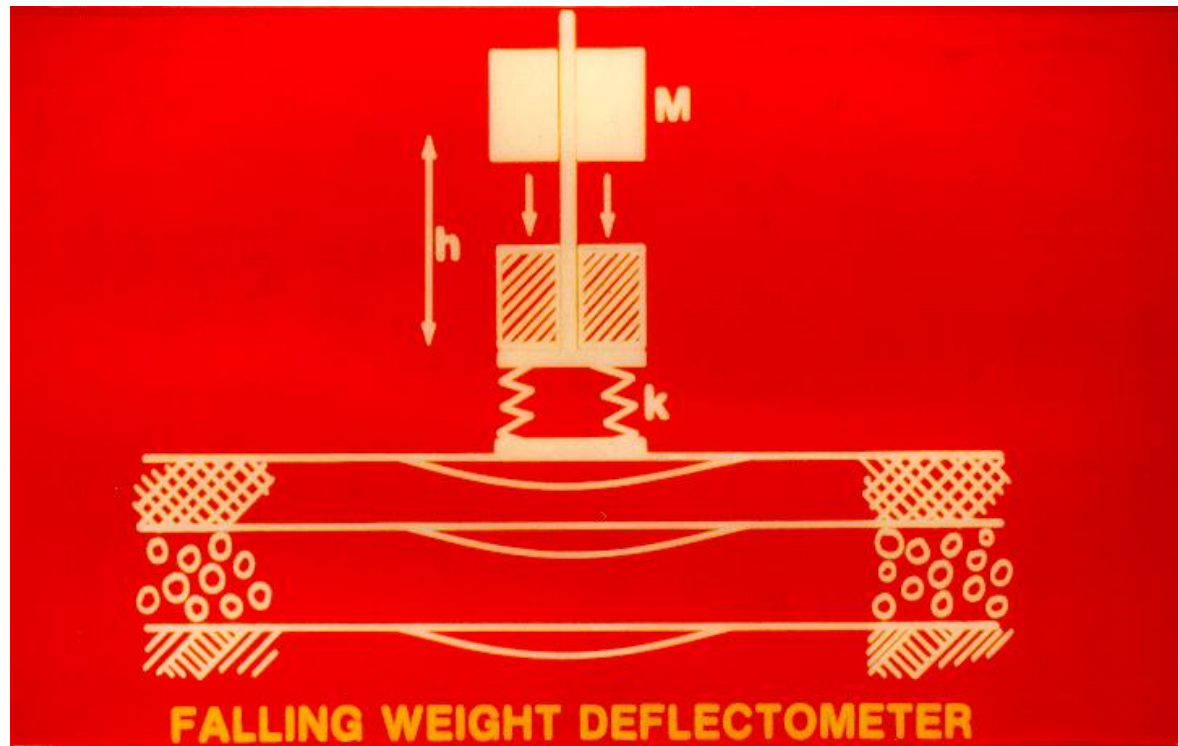
Additional Work Authorized in October 2012

- *Non-destructive deflection testing using FWD*
- *Ground Penetrating Radar Testing*
- *Pavement Structural Evaluation and PMS Update*

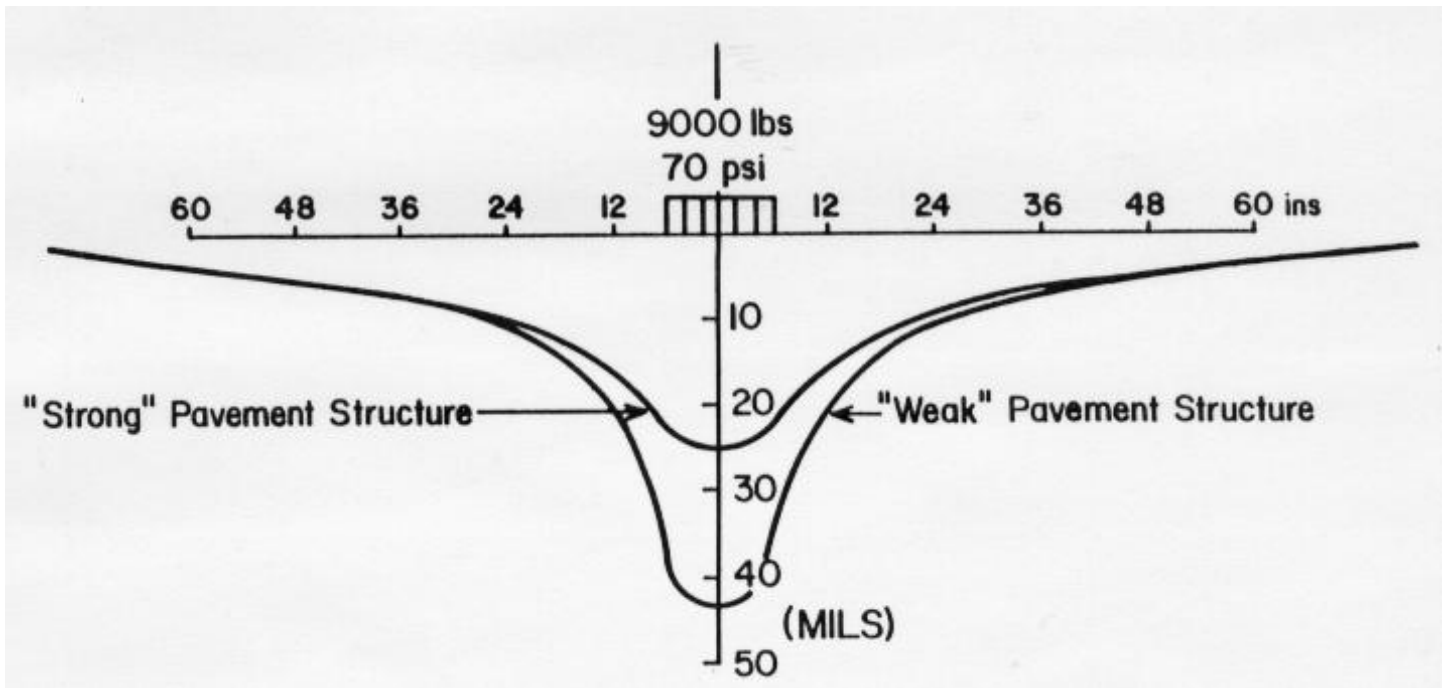
Nondestructive Deflection Testing



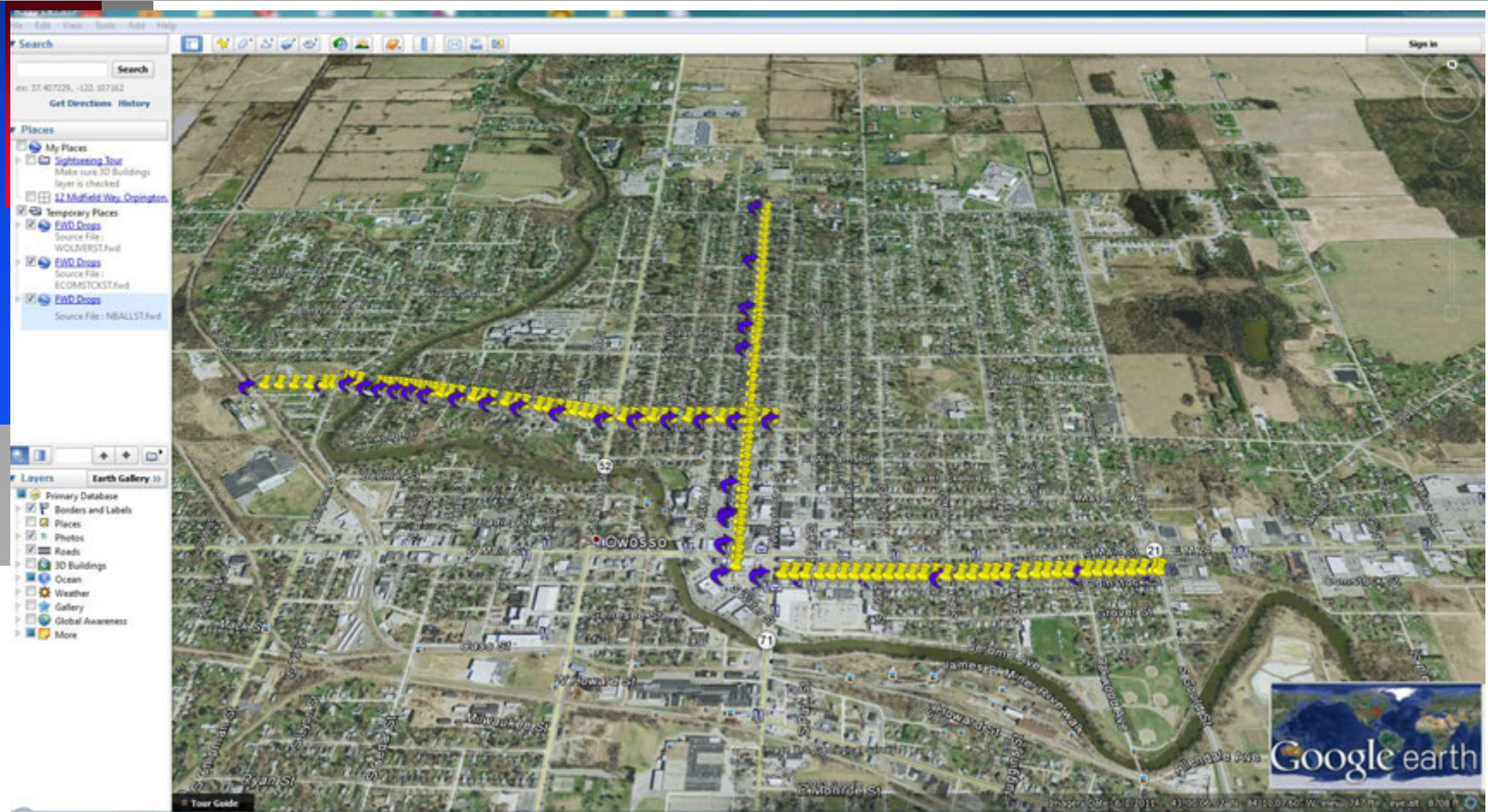
Application of Impulse Force



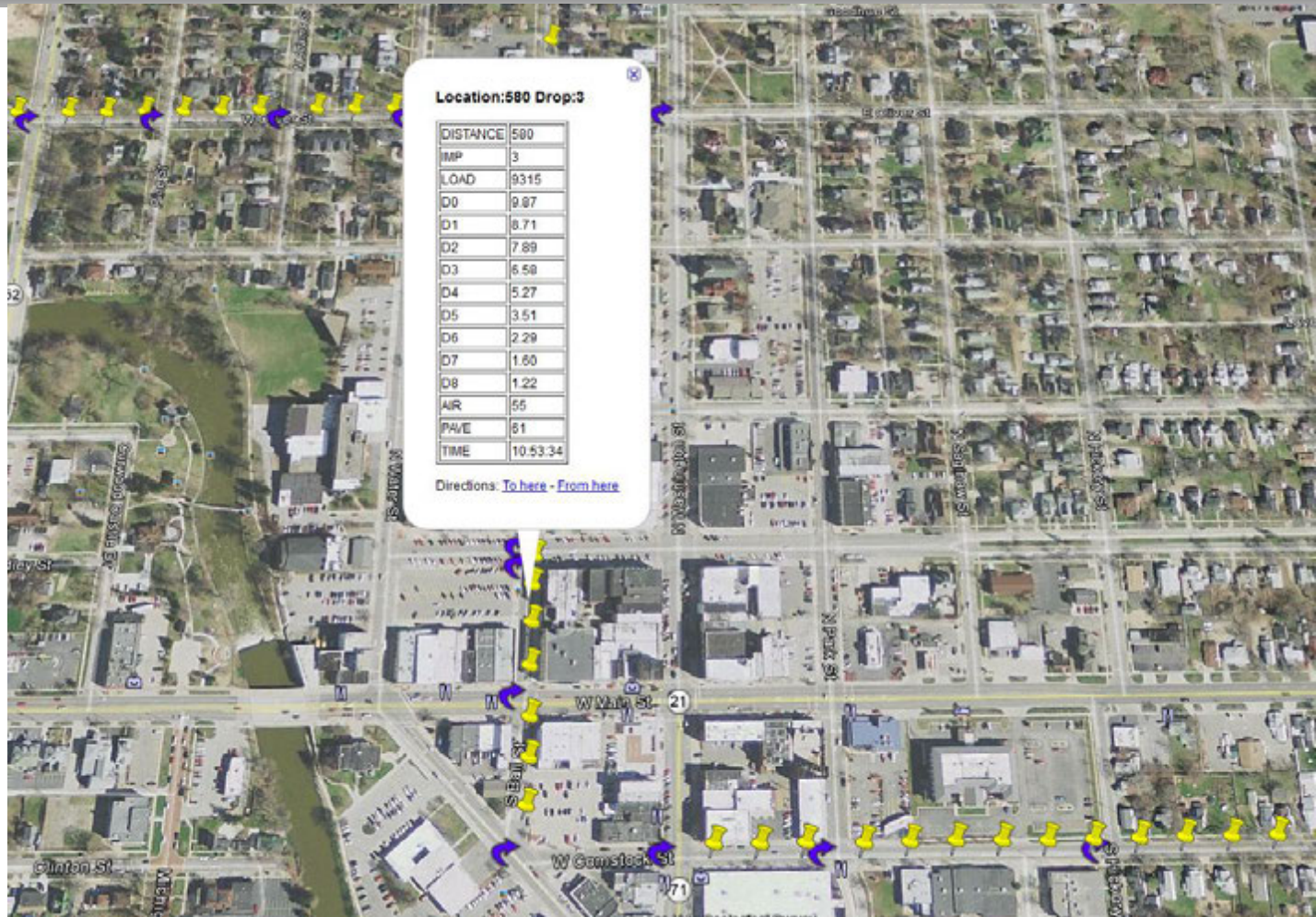
Pavement Deflection Basin



Display of FWD Data on Google Earth



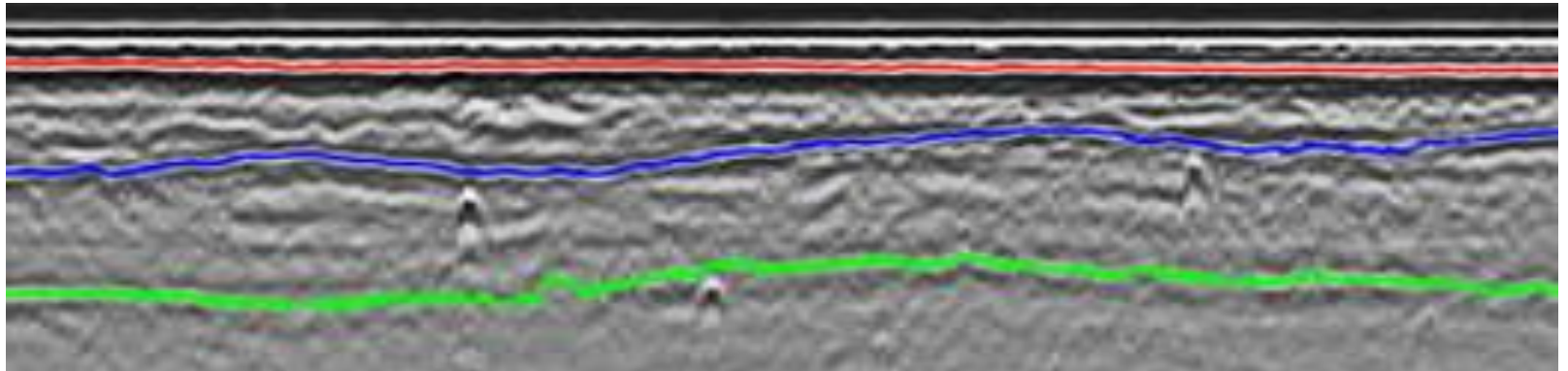
Display of Pavement Deflection Data



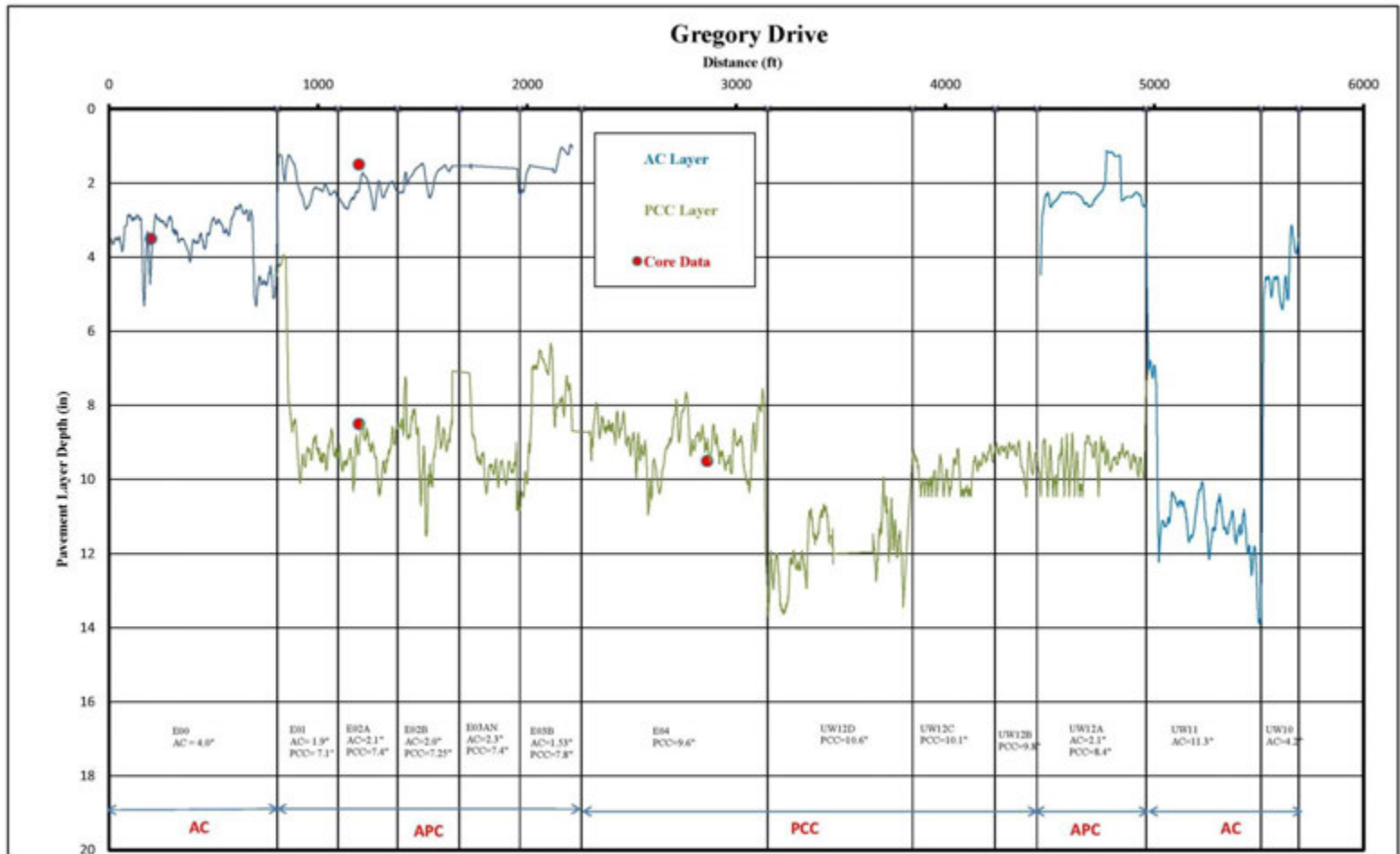
Ground Penetrating Radar Testing



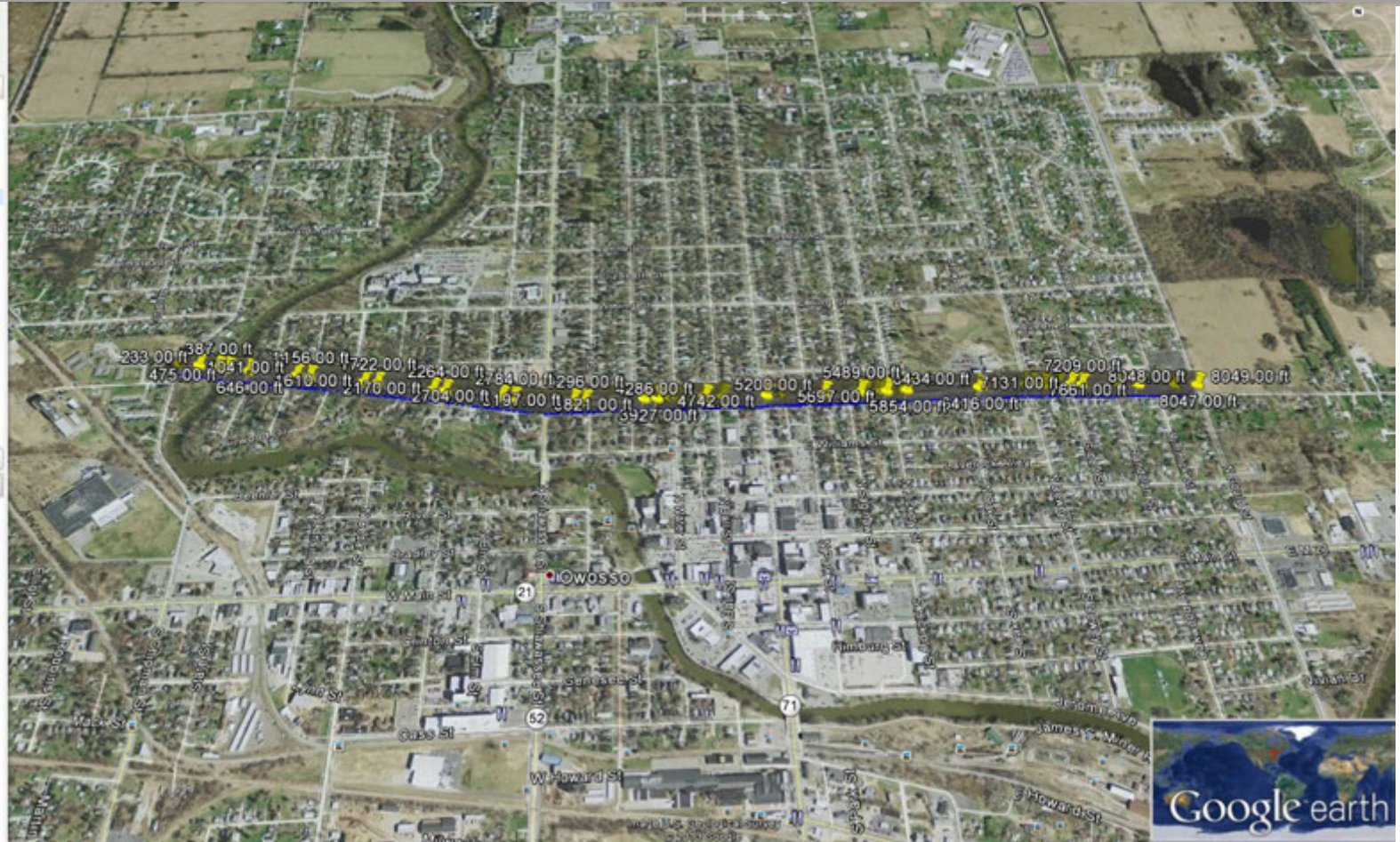
Ground Penetrating Radar Testing



GPR Data Analysis



GPR Display on Google Earth



Structural Evaluation Data Oliver Street

| SEC. ID | FROM | TO | AC Thick. (in) | Base Thickn ess (in) | Esg (psi) | STD Esg (psi) | Max Def Do (mils) | STD Max Def Do (mils) | Ep (psi) | STD Ep (psi) | Sn | STD Sn | Master NUM | Surface | Rank | Last Const. Date | Length (ft) | Width (ft) | PCI | Load | Climate/Durability | Other | PCI Category | Last Insp Date | |
|---------|---------------|---------------|----------------|----------------------|-----------|---------------|-------------------|-----------------------|----------|--------------|-----|--------|------------|---------|------|------------------|-------------|------------|-----|------|--------------------|-------|--------------|----------------|----------|
| 1300 | WEST END | N. CHIPMAN | 3.4 | 0.0 | 15,833 | 1,835 | 28.5 | 6.7 | 310,175 | 377,402 | 0.9 | 0.9 | 509PC | A | | 12/31/2009 | 867 | 24 | 35 | 79 | 6 | 19 | POOR | 1/5/2012 | |
| 1299 | N. CHIPMAN | BRIDGE | 5.8 | 0.0 | 20,000 | 3,606 | 14.5 | 2.3 | 288,441 | 51,814 | 1.8 | 0.1 | 569PC | A | | 12/31/2007 | 240 | 31 | 90 | 0 | 100 | 6 | EXCELLENT | 1/5/2012 | |
| 1248 | BRIDGE | CURWOOD | 5.6 | 0.0 | 23,333 | 1,155 | 12.8 | 1.7 | 369,224 | 116,658 | 1.8 | 0.2 | 562PC | A | | 12/31/2007 | 185 | 31 | 74 | 24 | 76 | 0 | VERY GOOD | 1/6/2012 | |
| 1225 | CURWOOD | SEVENTH | 6.5 | 7.9 | 17,333 | 577 | 10.0 | 0.5 | 199,044 | 21,017 | 5.9 | 0.1 | 5629PC | A | | 12/31/2007 | 165 | 31 | 96 | 0 | 100 | 0 | VERY GOOD | 1/5/2012 | |
| 1195 | SEVENTH | WOODHALL | 6.0 | 8.1 | 15,667 | 1,528 | 7.4 | 2.7 | 587,148 | 362,050 | 5.9 | 1.3 | 5639PC | A | | 12/31/2007 | 167 | 31 | 96 | 0 | 44 | 0 | 56 | EXCELLENT | 1/5/2012 |
| 1099 | WOODHALL | FIFTH | 5.7 | 8.0 | 18,667 | 5,508 | 6.6 | 0.8 | 568,578 | 278,928 | 5.0 | 1.0 | 56139PC | A | | 12/31/2007 | 168 | 31 | 91 | 0 | 50 | 0 | 56 | EXCELLENT | 1/5/2012 |
| 1000 | FIFTH | THIRD | 6.6 | 7.8 | 21,000 | 5,000 | 5.3 | 0.6 | 588,375 | 307,375 | 5.6 | 0.8 | 5649PC | A | | 12/31/2007 | 336 | 31 | 88 | 0 | 92 | 0 | 6 | EXCELLENT | 1/5/2012 |
| 999 | THIRD | FIRST | 8.2 | 8.8 | 24,000 | 8,544 | 5.6 | 3.2 | 563,612 | 314,979 | 6.0 | 1.4 | 5609PC | A | | 12/31/2007 | 336 | 30 | 82 | 28 | 54 | 18 | VERY GOOD | 1/5/2012 | |
| 899 | FIRST | CLARK | 5.8 | 6.6 | 22,000 | 2,646 | 6.0 | 0.6 | 602,318 | 229,614 | 4.7 | 0.6 | 5669BR | A | | 12/31/2007 | 596 | 36 | 68 | 11 | 88 | 0 | 6 | GOOD | 1/5/2012 |
| 795 | CLARK | IDA | 3.6 | 6.7 | 16,750 | 957 | 13.4 | 4.9 | 223,620 | 126,525 | 2.7 | 0.6 | 5679BR | A | | 12/31/2007 | 403 | 30 | 72 | 18 | 82 | 0 | 6 | VERY GOOD | 1/5/2012 |
| 699 | IDA | N. SHAWASSEE | 6.5 | 4.9 | 17,400 | 5,177 | 14.2 | 6.5 | 309,522 | 441,955 | 3.0 | 1.9 | 5689BR | A | | 12/31/2007 | 476 | 35 | 68 | 33 | 69 | 0 | 6 | GOOD | 1/5/2012 |
| 599 | N. SHAWASSEE | FIRE | 7.8 | 4.4 | 19,000 | - | 7.2 | 2.3 | 528,227 | 424,675 | 4.2 | 1.1 | 5699AC | A | | 12/31/2011 | 326 | 30 | 89 | 0 | 100 | 0 | 6 | EXCELLENT | 1/5/2012 |
| 499 | FIRE | DAMMS | 8.4 | 4.2 | 18,667 | 2,517 | 8.1 | 2.3 | 384,874 | 150,011 | 4.1 | 0.6 | 5709AC | A | | 12/31/2011 | 330 | 30 | 100 | 0 | 0 | 0 | 6 | EXCELLENT | 1/5/2012 |
| 399 | DAMMS | N. WATER | 7.2 | 4.4 | 16,000 | 1,000 | 12.5 | 2.5 | 194,495 | 72,212 | 5.6 | 0.4 | 5719BR | A | | 12/31/2011 | 590 | 36 | 91 | 6 | 23 | 75 | 0 | EXCELLENT | 1/6/2012 |
| 299 | N. WATER | N. BALL | 6.0 | 3.9 | 19,333 | 4,163 | 13.3 | 3.2 | 166,581 | 60,199 | 2.4 | 0.3 | 5729BR | A | | 12/31/2011 | 330 | 30 | 100 | 0 | 0 | 0 | 6 | EXCELLENT | 1/5/2012 |
| 199 | N. BALL | N. WASHINGTON | 5.8 | 4.4 | 21,667 | 1,155 | 13.5 | 1.6 | 121,431 | 24,983 | 2.3 | 0.2 | 5739BR | A | | 12/31/2011 | 346 | 35 | 100 | 0 | 0 | 0 | 6 | EXCELLENT | 1/5/2012 |
| 100 | N. WASHINGTON | N. PARK | 4.1 | 4.1 | 12,667 | 577 | 22.3 | 5.8 | 116,983 | 87,581 | 1.8 | 0.4 | 5749BR | A | | 12/31/1967 | 346 | 33 | 60 | 44 | 32 | 24 | 6 | GOOD | 1/5/2012 |
| 200 | N. PARK | N. SAGINAW | 4.3 | 4.5 | 15,000 | 1,732 | 18.1 | 4.8 | 139,822 | 62,092 | 2.0 | 0.5 | 5759BR | A | | 12/31/1967 | 330 | 33 | 30 | 58 | 29 | 19 | 6 | POOR | 1/5/2012 |
| 300 | N. SAGINAW | N. HICKORY | 4.0 | 4.5 | 14,000 | 1,732 | 23.0 | 2.5 | 82,086 | 15,712 | 1.6 | 0.1 | 5769BR | A | | 12/31/1967 | 590 | 36 | 41 | 46 | 68 | 0 | 6 | FAIR | 1/5/2012 |
| 400 | N. HICKORY | N. OAK | 3.8 | 4.5 | 13,167 | 1,472 | 22.4 | 2.0 | 100,673 | 32,692 | 1.7 | 0.2 | 5779BR | A | | 12/31/1967 | 612 | 33 | 46 | 54 | 34 | 19 | 6 | FAIR | 1/5/2012 |
| 500 | N. OAK | N. DEWEY | 4.0 | 4.6 | 13,800 | 1,924 | 21.5 | 4.5 | 120,118 | 97,351 | 1.8 | 0.4 | 5789BR | A | | 12/31/1967 | 490 | 33 | 50 | 59 | 31 | 16 | 6 | FAIR | 1/5/2012 |
| 600 | N. DEWEY | GILBERT | 7.5 | 0.0 | 14,333 | 577 | 30.2 | 5.0 | 49,669 | 24,637 | 1.2 | 0.2 | 5799AC | A | | 12/31/1979 | 330 | 33 | 41 | 54 | 28 | 13 | 6 | FAIR | 1/5/2012 |
| 700 | GILBERT | RANDOLPH | 4.4 | 0.0 | 13,333 | 3,215 | 33.3 | 6.2 | 98,615 | 18,562 | 0.9 | 0.1 | 5809AC | A | | 12/31/1979 | 331 | 33 | 62 | 30 | 31 | 39 | 6 | GOOD | 1/5/2012 |
| 800 | RANDOLPH | DIMMICK | 4.5 | 0.0 | 12,000 | 3,000 | 37.3 | 10.4 | 94,319 | 27,080 | 0.9 | 0.1 | 5819AC | A | | 12/31/1979 | 330 | 33 | 84 | 41 | 38 | 21 | 6 | VERY GOOD | 1/5/2012 |
| 900 | DIMMICK | N. GOULD | 8.6 | 0.0 | 21,333 | 1,528 | 15.0 | 3.0 | 129,482 | 47,347 | 1.4 | 0.2 | 5829AC | A | | 12/31/1972 | 331 | 33 | 78 | 41 | 31 | 23 | 6 | VERY GOOD | 1/5/2012 |

City of Owosso Slurry Seal Projects 2013-2015

Table 1: City of Owosso Slurry Seal Projects 2012-2014

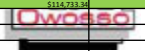
| No. | Plan Year | NetworkID | BranchID | SectionID | From | To | SURFACE | Section Rank | Length (Ft.) | Width | Last Const. Date | True Area (SqFt) | Work Description | Cost | Total Cost Per Year |
|-----|-----------|-----------|------------|-----------|---------------|---------------|---------|--------------|--------------|-------|------------------|------------------|----------------------------|-------------|---------------------|
| 1 | 9/10/2012 | COFOWOSSO | CLINTONST | 581 | S. ELM | S. SHIAWASSEE | AC | D | 416 | 36 | 12/31/1981 | 14976 | Latex Modified Slurry Seal | \$7,488.00 | |
| 2 | 9/10/2012 | COFOWOSSO | GUTEST | 199 | S. BALL | S. WASHINGTON | AC | A | 390 | 29 | 12/31/1998 | 11310 | Latex Modified Slurry Seal | \$5,655.00 | |
| 3 | 9/10/2012 | COFOWOSSO | GUTEST | 399 | PALMER | S. BALL | AC | A | 864 | 37 | 12/31/1998 | 31968 | Latex Modified Slurry Seal | \$15,984.00 | |
| 4 | 9/10/2012 | COFOWOSSO | MONROEST | 299 | S. PARK | S. SAGINAW | AC | A | 324 | 28 | 12/31/1991 | 9072 | Latex Modified Slurry Seal | \$4,536.00 | |
| 5 | 9/10/2012 | COFOWOSSO | MONROEST | 302 | S. SAGINAW | DIVISION | AC | A | 285 | 28 | 12/31/1991 | 7980 | Latex Modified Slurry Seal | \$3,990.00 | |
| 6 | 9/10/2012 | COFOWOSSO | NBALLST | 400 | W. WILLIAMS | W. OLIVER | ST | A | 396 | 36 | 12/31/1977 | 14256 | Latex Modified Slurry Seal | \$7,128.00 | |
| 7 | 9/10/2012 | COFOWOSSO | NCEDARST | 100 | W. MAIN | BRADLEY | AC | A | 363 | 32 | 12/31/2011 | 11616 | Latex Modified Slurry Seal | \$6,537.00 | |
| 8 | 9/10/2012 | COFOWOSSO | NCEDARST | 300 | RIVER | BEEHLER | AAC | D | 330 | 30 | 12/31/2011 | 9900 | Latex Modified Slurry Seal | \$5,571.00 | |
| 9 | 9/10/2012 | COFOWOSSO | NDEWEYST | 100 | E. MAIN | E. EXCHANGE | AC | A | 338 | 36 | 12/31/1974 | 12168 | Latex Modified Slurry Seal | \$6,084.00 | |
| 10 | 9/10/2012 | COFOWOSSO | NDEWEYST | 200 | E. EXCHANGE | E. MASON | AC | A | 344 | 36 | 12/31/1974 | 12384 | Latex Modified Slurry Seal | \$6,192.00 | |
| 11 | 9/10/2012 | COFOWOSSO | NGOULDST | 200 | E. EXCHANGE | E. MASON | AC | A | 291 | 34 | 12/31/1976 | 9894 | Latex Modified Slurry Seal | \$4,947.00 | |
| 12 | 9/10/2012 | COFOWOSSO | NGOULDST | 800 | HUNTINGTON | MOORE | AC | A | 1093 | 34 | 12/31/1976 | 37162 | Latex Modified Slurry Seal | \$18,581.00 | |
| 13 | 9/10/2012 | COFOWOSSO | NGOULDST | 1376 | MOORE | E. NORTH ST. | AC | A | 1261 | 34 | 12/31/1976 | 42874 | Latex Modified Slurry Seal | \$21,437.00 | |
| 14 | 9/10/2012 | COFOWOSSO | NLYONST | 200 | BRADLEY | BEEHLER | AC | D | 549 | 28 | 12/31/1982 | 15372 | Latex Modified Slurry Seal | \$7,686.00 | |
| 15 | 9/10/2012 | COFOWOSSO | NWSHNGTNST | 100 | MAIN | EXCHANGE | ABR | A | 363 | 60 | 12/31/2001 | 21780 | Latex Modified Slurry Seal | \$10,890.00 | |
| 16 | 9/10/2012 | COFOWOSSO | NWSHNGTNST | 200 | EXCHANGE | MASON | ABR | A | 346 | 60 | 12/31/2001 | 20760 | Latex Modified Slurry Seal | \$10,380.00 | |
| 17 | 9/10/2012 | COFOWOSSO | NWSHNGTNST | 300 | MASON | WILLIAMS | ABR | A | 462 | 60 | 12/31/1970 | 27720 | Latex Modified Slurry Seal | \$13,860.00 | |
| 18 | 9/10/2012 | COFOWOSSO | SCHIPMANST | 1199 | FREEMAN | FREDRICK | AC | A | 396 | 40 | 12/31/1979 | 15840 | Latex Modified Slurry Seal | \$7,920.00 | |
| 19 | 9/10/2012 | COFOWOSSO | SCHIPMANST | 1299 | HERMAN | FREEMAN | AC | A | 330 | 40 | 12/31/1979 | 13200 | Latex Modified Slurry Seal | \$6,600.00 | |
| 20 | 9/10/2012 | COFOWOSSO | SWSHNGTNST | 199 | COMSTOCK | MAIN | ABR | A | 346 | 60 | 12/31/2001 | 20760 | Latex Modified Slurry Seal | \$10,380.00 | |
| 21 | 9/10/2012 | COFOWOSSO | WNORTHST | 499 | CHERRYLAWN | ADAMS | AC | A | 186 | 28 | 12/31/1984 | 5208 | Latex Modified Slurry Seal | \$2,604.00 | |
| 22 | 9/10/2012 | COFOWOSSO | WNORTHST | 509 | N. SHIAWASSEE | CHERRYLAWN | AC | A | 475 | 28 | 12/31/1984 | 13300 | Latex Modified Slurry Seal | \$6,650.00 | |
| 23 | 9/10/2012 | COFOWOSSO | WOLIVERST | 299 | N. WATER | N. BALL | ABR | A | 330 | 30 | 12/31/2011 | 9900 | Latex Modified Slurry Seal | \$5,571.00 | |
| 24 | 9/10/2012 | COFOWOSSO | WOLIVERST | 399 | ADAMS | N. WATER | ABR | A | 330 | 30 | 12/31/2011 | 9900 | Latex Modified Slurry Seal | \$5,571.00 | |
| 25 | 9/10/2012 | COFOWOSSO | WOLIVERST | 599 | N. SHIAWASSEE | PINE | AAC | A | 326 | 30 | 12/31/2011 | 9780 | Latex Modified Slurry Seal | \$5,504.00 | |
| 26 | 9/10/2012 | COFOWOSSO | WOLIVERST | 699 | ADA | N. SHIAWASSEE | ABR | A | 476 | 30 | 12/31/2007 | 14280 | Latex Modified Slurry Seal | \$7,140.00 | |
| 27 | 9/10/2012 | COFOWOSSO | WOLIVERST | 799 | CLARK | ADA | ABR | A | 403 | 30 | 12/31/2007 | 12090 | Latex Modified Slurry Seal | \$6,045.00 | |
| 28 | 9/10/2012 | COFOWOSSO | WOLIVERST | 899 | FIRST | CLARK | ABR | A | 336 | 30 | 12/31/2007 | 10080 | Latex Modified Slurry Seal | \$5,040.00 | |
| 29 | 9/10/2012 | COFOWOSSO | WOODCT | 1000 | APPLEWOOD | NORTH END | AC | D | 225 | 32 | 12/31/1984 | 7200 | Latex Modified Slurry Seal | \$3,600.00 | |
| 30 | 9/10/2012 | COFOWOSSO | WSOUTHST | 749 | PEARCE | WALNUT | ST | A | 325 | 28 | 12/31/2001 | 9100 | Latex Modified Slurry Seal | \$4,550.00 | |
| 31 | 9/10/2012 | COFOWOSSO | WSOUTHST | 799 | S. CEDAR | PEARCE | ST | A | 324 | 30 | 12/31/2001 | 9720 | Latex Modified Slurry Seal | \$4,860.00 | |
| 32 | 9/10/2012 | COFOWOSSO | WSOUTHST | 1099 | S. CHEMAN | STATE | ST | A | 396 | 29 | 12/31/2001 | 11484 | Latex Modified Slurry Seal | \$5,742.00 | 244,723.00 |



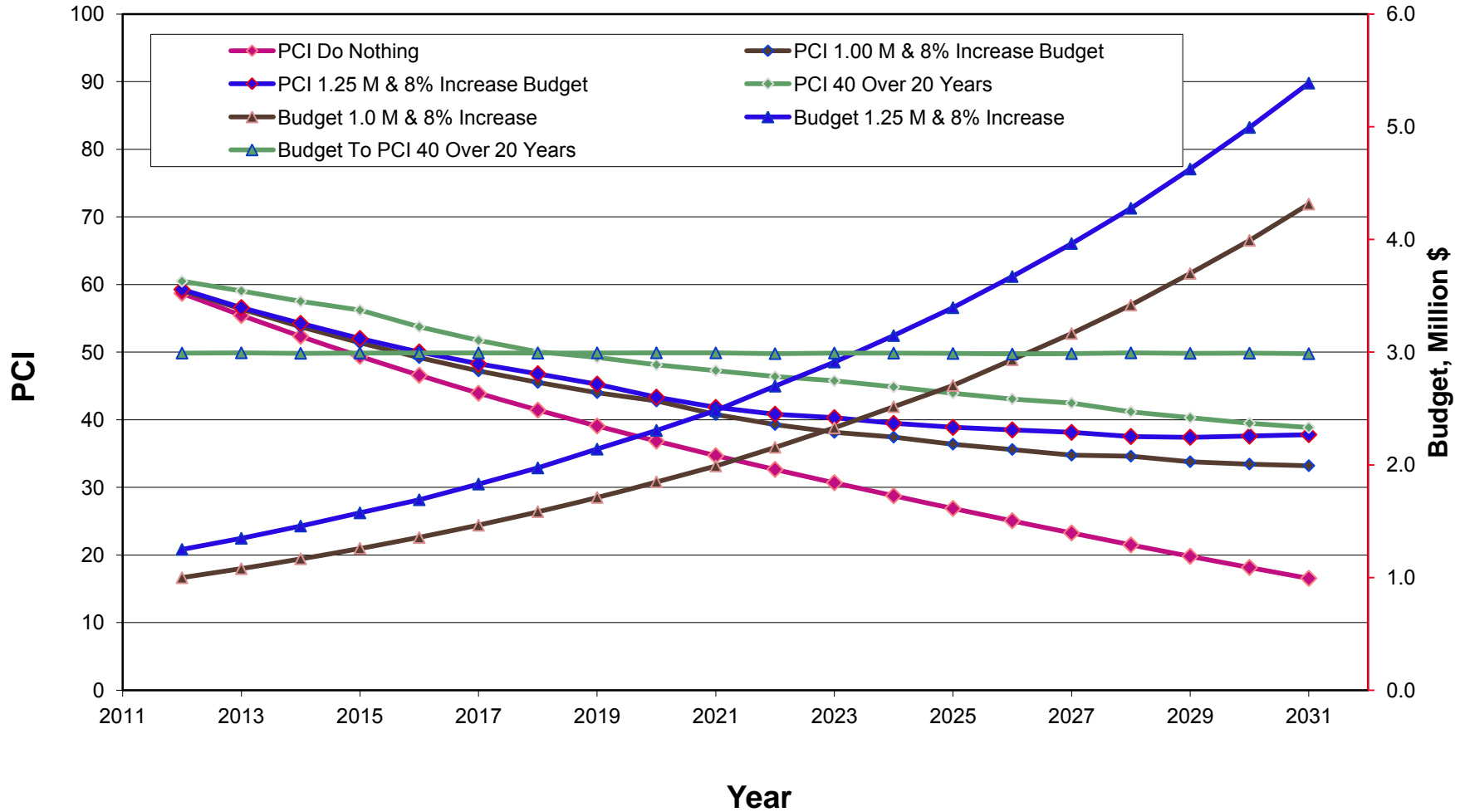
City of Owosso M&R Plan 2013-2015

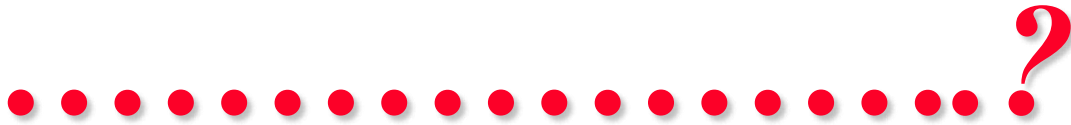
Table 1: MicroPAVER 3 Year M&R Plan

| Branch | Branch Name | Branch ID | Section ID | From | To | True Area | Area Units | Year | Condition Before | Cost | Delayed Year | Delayed Condition Before | Delayed Major Cost | Delayed Stopgap Cost | Total Delayed Cost | Delay Penalty (Percent) |
|--------|-----------------|---------------|------------|------------------|---------------|-----------|------------|------|------------------|-----------------------|--------------|--------------------------|--------------------|----------------------|--------------------|-------------------------|
| OWOSSO | S CEDAR ST | SCEDARST | 599 | HATCHER | MILWAUKEE | 10976 | SqFt | 2013 | 12.56 | \$27,553.78 | 2013 | 54.25 | \$64,853.58 | \$0.00 | \$64,853.58 | 12.09 |
| OWOSSO | S CEDAR ST | SCEDARST | 796 | 245 | LYNN | 9088 | SqFt | 2013 | 81.13 | \$3,852.72 | 2013 | 7.0 | \$9,248.38 | \$0.00 | \$9,248.38 | 224.19 |
| OWOSSO | S CEDAR ST | SCEDARST | 236 | LYNN | CLINTON | 39576 | SqFt | 2013 | 59.79 | \$66,479.24 | 2013 | 56.96 | \$74,353.68 | \$0.00 | \$74,353.68 | 13.88 |
| OWOSSO | S CHIPMAN ST | SCHIPMANST | 1499 | SOUTH ST | HEAM | 13208 | SqFt | 2013 | 57.98 | \$75,453.39 | 2013 | 53.11 | \$87,605.88 | \$0.00 | \$87,605.88 | 16.13 |
| OWOSSO | S CHIPMAN ST | SCHIPMANST | 899 | SENEY | M. STEWART | 32768 | SqFt | 2013 | 57.98 | \$135,741.09 | 2013 | 53.14 | \$157,580.58 | \$0.00 | \$157,580.58 | 16.09 |
| OWOSSO | E COMSTOCK ST | ECOMSTOCK | 405 | HICKORY | G. DAK | 20168 | SqFt | 2013 | 58.66 | \$102,405.89 | 2013 | 55.58 | \$135,007.58 | \$0.00 | \$135,007.58 | 12.23 |
| OWOSSO | DIVISION ST | DIVISIONST | 899 | RIDGE | E. STEWART | 16583 | SqFt | 2013 | 57.97 | \$61,556.33 | 2013 | 53.46 | \$63,403.00 | \$0.00 | \$63,403.00 | — |
| OWOSSO | S ELM ST | S ELMST | 399 | SOUTH END | CLINTON | 17828 | SqFt | 2013 | 59.93 | \$80,233.65 | 2013 | 57.24 | \$89,919.18 | \$0.00 | \$89,919.18 | 11.95 |
| OWOSSO | E EXCHANGE ST | EEXCHANGEST | 2026 | PARK | N. SAGINAW | 19806 | SqFt | 2013 | 57.54 | \$103,822.42 | 2013 | 54.24 | \$117,075.66 | \$0.00 | \$117,075.66 | 17.22 |
| OWOSSO | FREDERICK ST | FREDCKST | 1299 | ELMWOOD | E. CHIPMAN | 13356 | SqFt | 2013 | 80.38 | \$4,340.12 | 2013 | 75.39 | \$20,455.87 | \$0.00 | \$20,455.87 | 368.78 |
| OWOSSO | W KING ST | W KINGST | 796 | CLARK | ADA | 14256 | SqFt | 2013 | 66.43 | \$82,863.37 | 2013 | 57.4 | \$93,919.87 | \$0.00 | \$93,919.87 | 10.93 |
| OWOSSO | W KING ST | W KINGST | 1928 | BALL | N. WASHINGTON | 11493 | SqFt | 2013 | 57.98 | \$65,688.37 | 2013 | 53.11 | \$76,270.23 | \$0.00 | \$76,270.23 | 16.13 |
| OWOSSO | N LANSING ST | N LANSINGST | 303 | RYER | BEHLER | 8554 | SqFt | 2013 | 61.14 | \$37,186.29 | 2013 | 58.95 | \$43,035.45 | \$0.00 | \$43,035.45 | 10.93 |
| OWOSSO | OSKWOOD AV | OSKWOODAV | 398 | BEROME | GROVER | 9908 | SqFt | 2013 | 58.78 | \$46,361.71 | 2013 | 55.78 | \$52,325.98 | \$0.00 | \$52,325.98 | 12.86 |
| OWOSSO | E OLIVER ST | EOLIVERST | 1028 | WASHINGTON | N. PARK | 13418 | SqFt | 2013 | 59.87 | \$67,246.38 | 2013 | 59.42 | \$70,057.63 | \$0.00 | \$70,057.63 | 4.18 |
| OWOSSO | N PARK ST | N PARKST | 402 | WILLIAMS | E. OLIVER | 12672 | SqFt | 2013 | 57.13 | \$47,013.13 | 2013 | 53.07 | \$48,423.53 | \$0.00 | \$48,423.53 | — |
| OWOSSO | W STEWART ST | W STEWARTST | 1278 | ELMWOOD | E. CHIPMAN | 9432 | SqFt | 2013 | 55.34 | \$52,577.18 | 2013 | 51.57 | \$59,611.67 | \$0.00 | \$59,611.67 | 13.38 |
| OWOSSO | N WASHINGTON ST | NWASHINGTONST | 605 | GOODHUE | KING | 29808 | SqFt | 2013 | 60.22 | \$180,140.09 | 2013 | 56.3 | \$184,010.45 | \$0.00 | \$184,010.45 | 14.93 |
| | | | | | | | | | | \$1,249,600.53 | | | | | | |
| OWOSSO | N BALL ST | NBALLST | 303 | W. MAIN | W. WILLIAMS | 16632 | SqFt | 2013 | 59.13 | \$63,555.85 | 2014 | 58.11 | \$65,462.13 | \$0.00 | \$65,462.13 | — |
| OWOSSO | S CEDAR ST | SCEDARST | 1499 | SOUTH ST | FRANCIS | 21788 | SqFt | 2013 | 56.07 | \$114,174.95 | 2014 | 51.45 | \$113,612.78 | \$0.00 | \$113,612.78 | 17.00 |
| OWOSSO | S CEDAR ST | SCEDARST | 796 | W. STEWART | RYAN | 11072 | SqFt | 2013 | 61.17 | \$53,971.14 | 2014 | 58.02 | \$59,649.07 | \$0.00 | \$59,649.07 | 10.52 |
| OWOSSO | W COMSTOCK ST | WCOMSTOCKST | 1928 | WATER & BALL | N. WASHINGTON | 14532 | SqFt | 2013 | 61.17 | \$70,837.12 | 2014 | 58.02 | \$78,290.18 | \$0.00 | \$78,290.18 | 10.52 |
| OWOSSO | N DEWEY ST | NDEWEYST | 402 | WILLIAMS | E. OLIVER | 14004 | SqFt | 2013 | 61.17 | \$68,263.35 | 2014 | 58.07 | \$75,445.62 | \$0.00 | \$75,445.62 | 10.52 |
| OWOSSO | S ELM ST | S ELMST | 199 | LINTON | W. MAIN | 12672 | SqFt | 2013 | 57.94 | \$63,942.53 | 2014 | 53.93 | \$72,737.22 | \$0.00 | \$72,737.22 | 13.75 |
| OWOSSO | FREDERICK ST | FREDCKST | 1699 | WAPUS | SHAM | 12024 | SqFt | 2013 | 61.24 | \$53,673.32 | 2014 | 56.68 | \$63,755.88 | \$0.00 | \$63,755.88 | 18.78 |
| OWOSSO | N GOULD ST | NGOULDST | 102 | MAIN | E. EXCHANGE | 15840 | SqFt | 2013 | 59.39 | \$97,263.13 | 2014 | 56.38 | \$107,838.68 | \$0.00 | \$107,838.68 | 10.83 |
| OWOSSO | W KING ST | W KINGST | 110 | FIFTH | THIRD | 11880 | SqFt | 2013 | 64.18 | \$53,269.02 | 2014 | 62.47 | \$57,582.66 | \$0.00 | \$57,582.66 | 8.1 |
| OWOSSO | E KING ST | E KINGST | 303 | SAGINAW | N. HICKORY | 10248 | SqFt | 2013 | 60.81 | \$55,915.62 | 2014 | 58.81 | \$63,970.42 | \$0.00 | \$63,970.42 | 14.41 |
| OWOSSO | E MASON ST | EMASONST | 402 | HICKORY | N. DAK | 18336 | SqFt | 2013 | 62.51 | \$78,635.28 | 2014 | 60.87 | \$85,269.12 | \$0.00 | \$85,269.12 | 8.44 |
| OWOSSO | E OLIVER ST | EOLIVERST | 705 | SALBERT | RANDOLPH | 10928 | SqFt | 2013 | 56.1 | \$67,447.84 | 2014 | 50.75 | \$78,770.88 | \$0.00 | \$78,770.88 | 16.78 |
| OWOSSO | W SOUTH ST | WSOUTHST | 95 | LATE | S. CEDAR | 26418 | SqFt | 2013 | 58.64 | \$100,954.91 | 2014 | 53.85 | \$103,983.58 | \$0.00 | \$103,983.58 | — |
| OWOSSO | S WASHINGTON ST | SWASHINGTONST | 1107 | CITY LIMITS | HARPER | 39552 | SqFt | 2013 | 57.64 | \$233,444.22 | 2014 | 52.71 | \$248,053.12 | \$0.00 | \$248,053.12 | 16.21 |
| OWOSSO | S WASHINGTON ST | SWASHINGTONST | 90 | RIDGE | STEWART | 22318 | SqFt | 2013 | 62.39 | \$127,529.38 | 2014 | 59.38 | \$141,207.38 | \$0.00 | \$141,207.38 | 10.73 |
| OWOSSO | N WASHINGTON ST | NWASHINGTONST | 700 | RING | ELIZABETH | 12348 | SqFt | 2013 | 58.33 | \$65,138.94 | 2014 | 55.17 | \$73,320.00 | \$0.00 | \$73,320.00 | 12.45 |
| | | | | | | | | | | \$1,348,076.96 | | | | | | |
| OWOSSO | AUBURNDALE AV | AUBURNDALEAV | 402 | DIVISION | BRAND | 11492 | SqFt | 2014 | 68.25 | \$46,822.85 | 2015 | 68.06 | \$48,528.18 | \$0.00 | \$48,528.18 | 3.64 |
| OWOSSO | S BALL ST | SBALLST | 1995 | WATER & COMSTOCK | W. MAIN | 17648 | SqFt | 2014 | 69.23 | \$61,088.86 | 2015 | 67.42 | \$67,598.28 | \$0.00 | \$67,598.28 | 10.66 |
| OWOSSO | BEHLER ST | BEHLERST | 1199 | CHIPMAN | N. LYON | 18848 | SqFt | 2014 | 65.04 | \$76,444.47 | 2015 | 64.82 | \$79,344.68 | \$0.00 | \$79,344.68 | 3.79 |
| OWOSSO | S CEDAR ST | SCEDARST | 1099 | LYDIE | GRACE | 10688 | SqFt | 2014 | 68.73 | \$37,760.62 | 2015 | 67.07 | \$41,491.38 | \$0.00 | \$41,491.38 | 9.88 |
| OWOSSO | N CHIPMAN ST | NCHIPMANST | 712 | STINSON | OLMSTEAD | 10272 | SqFt | 2014 | 64.05 | \$53,041.74 | 2015 | 61.16 | \$58,979.75 | \$0.00 | \$58,979.75 | 11.19 |
| OWOSSO | N CHIPMAN ST | NCHIPMANST | 1200 | MARION | W. NORTH ST | 23276 | SqFt | 2014 | 69.45 | \$91,180.28 | 2015 | 68.93 | \$95,647.78 | \$0.00 | \$95,647.78 | 4.9 |
| OWOSSO | E ELMWOOD ST | EELMWOODST | 718 | RING | ABBOTT | 15840 | SqFt | 2014 | 78.11 | \$9,397.66 | 2015 | 76.11 | \$24,570.87 | \$0.00 | \$24,570.87 | 161.46 |
| OWOSSO | FREDERICK ST | FREDCKST | 1499 | NELSON | GEORGE | 11304 | SqFt | 2014 | 65.65 | \$44,886.36 | 2015 | 65.1 | \$47,143.42 | \$0.00 | \$47,143.42 | 5.03 |
| OWOSSO | GUTE ST | GUTE ST | 435 | SHAWASSEE | PALMER | 21028 | SqFt | 2014 | 64.05 | \$108,582.72 | 2015 | 61.15 | \$120,769.49 | \$0.00 | \$120,769.49 | 11.22 |
| OWOSSO | HAMPTON AV | HAMPTONAV | 599 | WALNUT | S. SHAWASSEE | 23768 | SqFt | 2014 | 65.32 | \$95,461.82 | 2015 | 64.94 | \$99,647.73 | \$0.00 | \$99,647.73 | 4.38 |
| OWOSSO | N HICKORY ST | NHICKORYST | 1202 | STRATFORD | E. NORTH ST | 37268 | SqFt | 2014 | 62.48 | \$180,550.19 | 2015 | 60.3 | \$197,150.38 | \$0.00 | \$197,150.38 | 9.19 |
| OWOSSO | HIMBURG DR | HIMBURGDR | 1015 | COMSTOCK | E. COMSTOCK | 24538 | SqFt | 2014 | 72.68 | \$12,590.78 | 2015 | 70.57 | \$14,156.66 | \$0.00 | \$14,156.66 | 12.44 |
| OWOSSO | W KING ST | W KINGST | 142 | CENTER | WEST ST | 14288 | SqFt | 2014 | 62.48 | \$69,196.17 | 2015 | 60.31 | \$75,538.78 | \$0.00 | \$75,538.78 | 10.27 |
| OWOSSO | W KING ST | W KINGST | 139 | WEST ST | WARD | 21938 | SqFt | 2014 | 64.63 | \$99,961.32 | 2015 | 63.06 | \$107,702.64 | \$0.00 | \$107,702.64 | 7.74 |
| OWOSSO | W KING ST | W KINGST | 135 | WARD | N. CHIPMAN | 22448 | SqFt | 2014 | 62.48 | \$108,737.15 | 2015 | 60.3 | \$118,734.57 | \$0.00 | \$118,734.57 | 7.29 |
| OWOSSO | E MASON ST | EMASONST | 299 | WATER | N. BALL | 11880 | SqFt | 2014 | 61.39 | \$55,296.75 | 2015 | 58.76 | \$59,862.47 | \$0.00 | \$59,862.47 | 8.44 |
| OWOSSO | E MASON ST | EMASONST | 1028 | WASHINGTON | N. PARK | 12458 | SqFt | 2014 | 65.38 | \$53,706.92 | 2015 | 62.75 | \$58,217.64 | \$0.00 | \$58,217.64 | 8.4 |
| OWOSSO | E NORTH ST | ENORTHST | 299 | WATER | N. BALL | 9248 | SqFt | 2014 | 69.16 | \$41,000.45 | 2015 | 68.0 | \$42,582.22 | \$0.00 | \$42,582.22 | 1.86 |
| OWOSSO | RIVER ST | RIVERST | 813 | LANDING | N. CEDAR | 9908 | SqFt | 2014 | 67.75 | \$36,355.85 | 2015 | 66.6 | \$39,403.51 | \$0.00 | \$39,403.51 | 8.38 |
| OWOSSO | N WASHINGTON ST | NWASHINGTONST | 50 | OLIVER | GOODHUE | 13208 | SqFt | 2014 | 61.87 | \$68,496.85 | 2015 | 62.41 | \$73,375.78 | \$0.00 | \$73,375.78 | 7.12 |
| OWOSSO | N WASHINGTON ST | NWASHINGTONST | 905 | DOBUBIN | STRATFORD | 23352 | SqFt | 2014 | 64.63 | \$106,458.88 | 2015 | 63.05 | \$114,733.34 | \$0.00 | \$114,733.34 | 7.27 |
| | | | | | | | | | | \$1,497,022.85 | | | | | | |



City of Owosso Budget Analysis







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

MEMORANDUM

DATE: August 13, 2013

TO: City Council

FROM: Amy K. Kirkland
City Clerk

RE: New liquor license for the MSTRP

The City is in receipt of the attached communication from the Liquor Control Commission apprising us of the application of the MSTRP for a new liquor license for use on their trains. While local approval of the application is not required the Commission will consider recommendations from local leaders when making a determination on the application. Should you feel formal comments regarding this application need to be submitted to the Liquor Control Commission I would suggest moving this item to Items of Business on Monday's agenda so the item can be discussed and comments noted in a manner timely enough for inclusion in the Commission's final decision.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRMAN

STEVE ARWOOD
DIRECTOR

August 12, 2013

Owosso City Council
Attn: Clerk
301 W. Main Street
Owosso, MI 48867-2925

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

Request ID #: 710481

New Train License

Name of applicant(s): Michigan State Trust for Railway Preservation

Business address and phone: 405 S. Washington, Owosso, MI 48867, Shiawassee County

Home address and phone number of partner(s)/subordinates:

Contact: Theresa Bush, 405 S. Washington Street, P.O. Box 665, Owosso, MI 48867, B (989) 725-9464 / C (989) 413-0093

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. The Michigan Liquor Control Code does not require the approval of this request by the local unit of government.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011



MEMORANDUM

DATE: 13 August 2013

TO: Owosso City Council

FROM: Rick Williams, Finance Director

SUBJECT: Cash and Investment Position
4th Quarter Ending June 30, 2013
Information Only – No Action Required

The cash and investment position, summarized below, for quarter ending June 30, 2013 totaling \$12,406,167, includes the primary and component units of the City. It does not include the portfolio of the Employees Retirement System.

| Type of Deposit/Investment | Maturity | Insured | *Uninsured | Rating |
|---|----------|-----------|------------|--------|
| Demand & Time Deposits At Cost | < 1 yr | 385,537 | | * |
| Negotiable Order of Withdrawal At Cost | < 1 yr | 1,255,159 | 2,974,280 | * |
| Money Market Accounts At Cost | < 1 yr | 1,321,889 | 973,031 | * |
| Mutual Funds At Cost, NAV \$1/share | < 1 yr | | 4,636,271 | AAAm |
| Savings Accounts At Cost | < 1 yr | | | |
| US, Agency, Gov't Bonds Fair Value | 1-3 yrs | | 860,000 | AA- |

*Mutual Funds and Commercial Paper are insured under limited circumstances through SIPC. Depository accounts with banking institutions are rated internally on a scale of one to five based on capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to market risk.

To: Owosso City Council
 From: Charles Rau, Building Official
 Date: 08/12/2013
 Subject: Building Department Report for July, 2013

| Category | Estimated Cost | Permit Fee | Number of Permits |
|---------------------------|------------------|-------------------|-------------------|
| Churches-New & Alt | \$40,260 | \$411.00 | 2 |
| Demolition | \$0 | \$255.00 | 3 |
| Electrical | \$0 | \$734.00 | 7 |
| Fence - Residential | \$29,198 | \$120.00 | 6 |
| Mechanical | \$0 | \$1,780.00 | 13 |
| Non-Res. Add/Alter/Repair | \$9,800 | \$140.00 | 3 |
| Plumbing | \$0 | \$135.00 | 1 |
| Res. Add/Alter/Repair | \$134,377 | \$1,359.00 | 28 |
| Res. Utility Building | \$5,500 | \$108.00 | 2 |
| SOIL EROSION | \$0 | \$665.00 | 2 |
| Totals | \$219,135 | \$5,707.00 | 67 |

2012 COMPARISON TOTALS

| | | | | |
|-------------------|-----------|-----------------------|---|-----|
| | | BUILDING PERMITS ONLY | - | 42 |
| July, 2012 TOTALS | \$236,387 | \$9,192.00 | | 111 |

Enforcements By Category

08/12/13

1 / 5

JULY, 2013

ANIMALS

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|----------------|-----------------|---------------|----------|----------|--------|
| ENF 13-0494 | 717 CENTER ST | REF TO POLICE | REF TO POLICE | 07/10/13 | | N |
| ENF 13-0499 | 314 GILBERT ST | REF TO POLICE | Resolved | 07/12/13 | 08/01/13 | N |
| Total Entries: | | | | 2 | | |

AUTO REP/JUNK VEH

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|----------------------|-----------------|---------------|----------|----------|--------|
| ENF 13-0512 | 712 NAFUS ST | REF TO POLICE | Resolved | 07/17/13 | 08/05/13 | Y |
| ENF 13-0522 | 1216 N SHIAWASSEE ST | LETTER SENT | REF TO POLICE | 07/22/13 | | N |
| ENF 13-0537 | 203 N SHIAWASSEE ST | LETTER SENT | Letter Sent | 07/08/13 | | Y |
| Total Entries: | | | | 3 | | |

BUILDING VIOL

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|-----------------------|-----------------|--------------|----------|----------|--------|
| ENF 13-0479 | 1410 HERMAN ST | REF TO RAU | No Violation | 07/01/13 | 07/02/13 | N |
| ENF 13-0486 | 641 MARTIN ST | VN SENT | Resolved | 07/09/13 | 07/15/13 | Y |
| ENF 13-0524 | 821 E COMSTOCK ST | VN SENT | Letter Sent | 07/22/13 | | N |
| ENF 13-0530 | 1013 S CEDAR ST | VN SENT | REF TO RAU | 07/25/13 | | N |
| ENF 13-0532 | 1200 PENNBROOK BLDG K | REF TO RAU | REF TO RAU | 07/26/13 | | Y |
| ENF 13-0534 | 115 S WASHINGTON ST | REF TO RAU | No Violation | 07/29/13 | 08/05/13 | COMM |
| ENF 13-0541 | 814 GRACE ST | VN SENT | Letter Sent | 07/31/13 | | N |
| ENF 13-0543 | 631 GROVER ST | VERBAL | Resolved | 07/31/13 | 08/01/13 | N |
| ENF 13-0550 | 300 W MAIN ST | VN SENT | Letter Sent | 07/31/13 | | COMM |
| Total Entries: | | | | 9 | | |

FRONT YARD PARKING

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|-----------------|-----------------|----------|----------|----------|--------|
| ENF 13-0514 | 1080 JACKSON DR | REF TO POLICE | Resolved | 07/18/13 | 08/07/13 | N |

Enforcements By Category

08/12/13

2 / 5

JULY, 2013

Total Entries: 1

GARAGE SALE

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|----------------|------------------|-------------------|----------|----------|--------|
| ENF 13-0504 | 1414 HERMAN ST | COMPLAINT LOGGED | Resolved | 07/15/13 | 07/15/13 | N |
| ENF 13-0509 | 516 CLARK AV | EXTEN GRANTED | Extension Granted | 07/16/13 | | N |

Total Entries: 2

GARBAGE & DEBRIS

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|---------------------|--------------------------|-------------------|----------|----------|--------|
| ENF 13-0480 | 1005 WILTSHIRE DR | REF TO POLICE | No Violation | 07/02/13 | 07/19/13 | N |
| ENF 13-0481 | 706 RYAN ST | REF TO POLICE | Resolved | 07/03/13 | 08/07/13 | Y |
| ENF 13-0482 | 222 N DEWEY ST | TICKET ISSUED? TRASH CLI | REF TO POLICE | 07/05/13 | | Y |
| ENF 13-0488 | 205 LAFAYETTE BL | REF TO DPW | Resolved | 07/10/13 | 07/16/13 | N |
| ENF 13-0489 | 341 LAFAYETTE BL | REF TO DPW | Resolved | 07/10/13 | 07/15/13 | N |
| ENF 13-0502 | 540 E MASON ST | REF TO POLICE | No Violation | 07/12/13 | 07/29/13 | N |
| ENF 13-0505 | 912 KENWOOD DR | REF TO POLICE | No Violation | 07/10/13 | 07/15/13 | N |
| ENF 13-0506 | 308 MORRIS ST | REF TO POLICE | No Violation | 07/15/13 | 07/21/13 | Y |
| ENF 13-0507 | 813 BRADLEY ST | REF TO POLICE | REF TO POLICE | 07/15/13 | | N |
| ENF 13-0515 | 1100 JACKSON DR | LETTER SENT | Letter Sent | 07/18/13 | | N |
| ENF 13-0516 | 814 BROADWAY AV | REF TO POLICE | Resolved | 07/18/13 | 08/05/13 | N |
| ENF 13-0517 | 1410 LYNN ST | LETTER SENT | Letter Sent | 07/18/13 | | Y |
| ENF 13-0519 | 642 E MAIN ST | VIOLATION PER SGT RAY | INSPECTION PENDIN | 07/19/13 | | Y |
| ENF 13-0520 | 639 E COMSTOCK ST | LETTER SENT | Resolved | 07/19/13 | 08/08/13 | N |
| ENF 13-0538 | 1013 W STEWART ST | LETTER SENT | Letter Sent | 07/12/13 | | Y |
| ENF 13-0539 | 118 S WASHINGTON ST | REF TO POLICE | No Violation | 07/31/13 | 08/01/13 | COMM |
| ENF 13-0540 | 200 W MAIN ST | REF TO POLICE | REF TO POLICE | 07/31/13 | | COMM |
| ENF 13-0579 | 556 RANDOLPH ST | LETTER SENT | Letter Sent | 07/22/13 | | N |

Enforcements By Category

08/12/13

3/5

JULY, 2013

| | | | | | |
|-------------|----------------|-------------|-------------|----------|---|
| ENF 13-0581 | 415 E KING ST | LETTER SENT | Letter Sent | 07/22/13 | N |
| ENF 13-0582 | 817 N GOULD ST | LETTER SENT | Letter Sent | 07/22/13 | N |

Total Entries: 20

LAWN MAINTENANCE

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|----------------------|--------------------|--------------|----------|----------|--------|
| ENF 13-0484 | 1232 W MAIN ST | GAVE TO CONTRACTOR | Resolved | 07/09/13 | 08/06/13 | N |
| ENF 13-0485 | 1398 N HICKORY ST | GAVE TO CONTRACTOR | Resolved | 07/09/13 | 08/06/13 | N |
| ENF 13-0490 | 1410 OLMSTEAD ST | LETTER SENT | Resolved | 07/10/13 | 07/17/13 | N |
| ENF 13-0491 | 712 N DEWEY ST | LETTER SENT | Resolved | 07/10/13 | 07/18/13 | N |
| ENF 13-0492 | 719 BROADWAY AV | LETTER SENT | Resolved | 07/10/13 | 07/18/13 | N |
| ENF 13-0493 | 912 KENWOOD DR | LETTER SENT | Resolved | 07/10/13 | 07/18/13 | N |
| ENF 13-0495 | 1230 N SHIAWASSEE ST | LETTER SENT | WO Submitted | 07/11/13 | | VAC |
| ENF 13-0510 | 221 W STEWART ST | GAVE TO CONTRACTOR | Resolved | 07/16/13 | 08/08/13 | VAC |
| ENF 13-0511 | 1521 HENRY ST | LETTER SENT | Resolved | 07/16/13 | 07/23/13 | VAC |
| ENF 13-0513 | 716 LYNN ST | LETTER SENT | Resolved | 07/17/13 | 07/31/13 | N |
| ENF 13-0525 | 515 PINE ST | LETTER SENT | Resolved | 07/23/13 | 08/01/13 | N |
| ENF 13-0526 | 905 W OLIVER ST | LETTER SENT | Letter Sent | 07/23/13 | | N |
| ENF 13-0527 | 1410 LYNN ST | LETTER SENT | Resolved | 07/23/13 | 08/01/13 | Y |
| ENF 13-0528 | 802 DIVISION ST | LETTER SENT | Resolved | 07/23/13 | 08/01/13 | Y |
| ENF 13-0529 | 1064 TRACY ST | GAVE TO CONTRACTOR | Resolved | 07/24/13 | 08/08/13 | N |
| ENF 13-0531 | 515 S CHIPMAN ST | LETTER SENT | Resolved | 07/26/13 | 08/01/13 | Y |
| ENF 13-0533 | 209 STATE ST | LETTER SENT | Resolved | 07/26/13 | 08/01/13 | N |

Total Entries: 17

MISC VEHICLE VIOL

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|--------------------|-----------------|-----------------|--------------|----------|----------|--------|
| ENF 13-0503 | 1171 JACKSON DR | REF TO POLICE | No Violation | 07/11/13 | 07/17/13 | N |

Enforcements By Category

08/12/13

4 / 5

JULY, 2013

| | | | | | | |
|-----------------------|-----------------|---------------|--------------|----------|----------|---|
| ENF 13-0523 | 721 E OLIVER ST | REF TO POLICE | No Violation | 07/22/13 | 07/23/13 | N |
| Total Entries: | | | | 2 | | |

MISC.

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|----------------------|----------------------|-------------------|----------|----------|--------|
| ENF 13-0496 | WASHINGTON ST & OLIV | INSPECTION COMPLETED | INSPECTION COMPLI | 07/11/13 | | Y |
| ENF 13-0500 | 207 N CEDAR ST | REF TO POLICE | Resolved | 07/15/13 | 08/05/13 | Y |
| ENF 13-0518 | 608 N HICKORY ST | REF TO POLICE | Resolved | 07/19/13 | 08/07/13 | Y |
| Total Entries: | | | | 3 | | |

MULTIPLE VIOLATIONS

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|------------------|-----------------|---------------|----------|--------|--------|
| ENF 13-0487 | 609 MARTIN ST | REF TO POLICE | REF TO POLICE | 07/10/13 | | Y |
| ENF 13-0501 | 621 N SAGINAW ST | VN SENT | Letter Sent | 07/15/13 | | N |
| Total Entries: | | | | 2 | | |

RENTAL UNIT VIOL

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|------------------|-----------------|------------|----------|----------|--------|
| ENF 13-0497 | 515 S CHIPMAN ST | RED TAGGED | RED-TAGGED | 07/12/13 | | Y |
| ENF 13-0508 | 512 N SAGINAW ST | REF TO PALMER | Resolved | 07/16/13 | 08/01/13 | Y |
| ENF 13-0536 | 108 N ELM ST | REF TO RAU | REF TO RAU | 07/30/13 | | Y |
| Total Entries: | | | | 3 | | |

VACANT PROPERTY REG

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|------------------|-----------------|--------|----------|--------|--------|
| ENF 13-0478 | 1634 W MAIN ST | | | 07/01/13 | | |
| ENF 13-0498 | 1521 HENRY ST | | | 07/12/13 | | |
| ENF 13-0521 | 649 N SAGINAW ST | | | 07/22/13 | | |
| Total Entries: | | | | 3 | | |

Enforcements By Category

08/12/13

5 / 5

JULY, 2013

ZONING

| Enforcement Number | Address | Previous Status | Status | Filed | Closed | Rental |
|-----------------------|---------------|-----------------|----------|----------|----------|--------|
| ENF 13-0483 | 501 W MAIN ST | REF TO RAU | Resolved | 07/09/13 | 07/15/13 | COMM |
| Total Entries: | | | | 1 | | |

Total Records: 68

Total Pages: 5

RENTAL COLUMN DEFINITIONS

- Y - Yes, it's a rental
- N - No, it's not a rental - owner occupied
- APTS - Apartment Building
- COMM - Commercial
- REPO - Repossession
- TRAIL - Trailer Park
- VAC - Vacant House
- VL - Vacant Lot
- IND - Industrial
- HOME OCC - Home Occupation



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

202 S WATER ST · OWOSSO, MICHIGAN 48867-2958 · (989)725-0580 · FAX (989)725-0528

MEMORANDUM

DATE: August 14, 2013
TO: Owosso City Council
FROM: Kevin Lenkart
RE: July 2013 Report

Attached are the statistics for the police department for July 2013. This report includes activity for the month of July 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.

In addition there were ten reported burning violations for July.



Case Assignment/Clearance Report For July, 2013

| Offenses | Current Month | | Year-To-Date | | Percent Cleared |
|-----------------------------|---------------|---------|--------------|---------|-----------------|
| | Assigned | Cleared | Assigned | Cleared | |
| <i>PART I OFFENSES</i> | | | | | |
| ROBBERY | 0 | 0 | 0 | 3 | 0 % |
| AGGRAVATED ASSAULT | 2 | 3 | 14 | 14 | 100 % |
| BURGLARY | 11 | 10 | 29 | 27 | 93 % |
| LARCENY | 41 | 40 | 211 | 134 | 63 % |
| MOTOR VEHICLE THEFT | 0 | 1 | 4 | 4 | 100 % |
| SIMPLE ASSAULT | 14 | 13 | 53 | 38 | 71 % |
| ARSON | 0 | 0 | 0 | 0 | 0 % |
| FORGERY & UTTERING | 0 | 0 | 1 | 1 | 100 % |
| COUNTERFEITING | 0 | 0 | 0 | 0 | 0 % |
| FRAUD | 8 | 5 | 45 | 15 | 33 % |
| EMBEZZLEMENT | 0 | 0 | 2 | 1 | 50 % |
| WEAPON CRIMES- CARRY, POSS, | 0 | 0 | 3 | 3 | 100 % |
| PROSTITUTION | 0 | 0 | 0 | 0 | 0 % |
| SEX OFFENSES 1/ UNDER AGE - | 0 | 0 | 11 | 6 | 54 % |
| NARCOTICS VOLIATIONS | 3 | 3 | 41 | 25 | 60 % |
| GAMBLING VIOLATIONS | 0 | 0 | 0 | 0 | 0 % |
| VANDALISM-DAMAGE-DESTRUCTIO | 0 | 0 | 0 | 0 | 0 % |
| HOMICIDE 1 | 0 | 0 | 0 | 1 | 0 % |
| HOMICIDE | 0 | 0 | 0 | 1 | 0 % |
| RAPE / NON - FAMILY | 0 | 0 | 2 | 0 | 0 % |
| SEX OFFENSES 2 | 4 | 3 | 9 | 6 | 66 % |
| PARENTAL KIDNAP | 0 | 0 | 0 | 0 | 0 % |
| KIDNAPPING | 0 | 0 | 0 | 0 | 0 % |
| BURGLARY RESIDENTIAL | 3 | 0 | 13 | 2 | 15 % |
| BURGLARY COMMERCIAL | 0 | 0 | 2 | 2 | 100 % |
| RESISTING/OBSTRUCTING | 0 | 0 | 1 | 2 | 200 % |
| <i>PART I OFFENSES</i> | 86 | 78 | 441 | 285 | 64 % |
| <i>PART II OFFENSES</i> | | | | | |
| PAROLE/PROBATION VIOLATION | 1 | 1 | 3 | 3 | 100 % |
| NATURAL DEATH | 2 | 2 | 14 | 6 | 42 % |
| RETAIL FRAUD | 2 | 2 | 6 | 6 | 100 % |
| RUNAWAY | 6 | 6 | 24 | 13 | 54 % |
| VIOLATION PPO/ COURT ORDER | 2 | 2 | 4 | 4 | 100 % |

| Offenses | Current Month | | Year-To-Date | | Percent Cleared |
|--------------------------------|---------------|------------|--------------|--------------|--------------------|
| | Assigned | Cleared | Assigned | Cleared | |
| FAMILY NONSUPPORT | 0 | 0 | 0 | 0 | 0 % |
| SUSPICIOUS DEATH | 1 | 1 | 4 | 3 | 75 % |
| TRAFFIC OFFENSES OTHER | 4 | 4 | 31 | 13 | 41 % |
| CRIMINAL CASE OTHER | 0 | 0 | 1 | 1 | 100 % |
| WARRANT ARREST | 22 | 21 | 103 | 84 | 81 % |
| SUSPICIOUS CIRCUMSTANCES | 1 | 1 | 24 | 17 | 70 % |
| WARRANT ADVISED | 0 | 0 | 0 | 0 | 0 % |
| MENTAL ORDER-ECO / TDO | 5 | 4 | 41 | 31 | 75 % |
| DOMESTIC ASSAULT/SITUATION | 22 | 18 | 103 | 62 | 60 % |
| ILLEGAL DUMPING | 0 | 0 | 0 | 0 | 0 % |
| FOUND PROPERTY | 9 | 8 | 50 | 54 | 108 % |
| RECOVERED PROPERTY | 1 | 0 | 2 | 1 | 50 % |
| ANNOYING PHONE CALLS | 0 | 0 | 0 | 0 | 0 % |
| TRESPASSING | 4 | 3 | 9 | 7 | 77 % |
| DOA | 0 | 0 | 0 | 0 | 0 % |
| ANIMAL COMPLAINTS | 6 | 5 | 26 | 13 | 50 % |
| MISSING PERSON | 0 | 0 | 6 | 5 | 83 % |
| WARRANT OBTAINED | 0 | 0 | 0 | 0 | 0 % |
| PROPERTY-LOST | 0 | 0 | 0 | 0 | 0 % |
| SAFEKEEPING OF WEAPON | 0 | 0 | 0 | 0 | 0 % |
| SUICIDE AND ATTEMPTED SUICIDES | 0 | 0 | 0 | 0 | 0 % |
| TRAFFIC - HIT & RUN | 6 | 6 | 30 | 20 | 66 % |
| FIRES - NOT ARSON | 0 | 0 | 2 | 3 | 150 % |
| LOST PROPERTY | 0 | 0 | 2 | 2 | 100 % |
| NON-CRIMINAL CASE | 14 | 11 | 94 | 73 | 77 % |
| CRIMES AGAINST FAMILY & | 2 | 2 | 7 | 3 | 42 % |
| DRIVING WHILE IMPAIRED | 4 | 6 | 35 | 37 | 105 % |
| LIQUOR LAW VIOLATIONS | 6 | 2 | 27 | 9 | 33 % |
| DISORDERLY CONDUCT | 7 | 6 | 30 | 22 | 73 % |
| OTHER CRIMES | 28 | 26 | 141 | 95 | 67 % |
| IMPOUND / TOW FOLLOW-UP | 2 | 1 | 6 | 3 | 50 % |
| FALSE ALARM | 0 | 0 | 1 | 1 | 100 % |
| MOTOR VEHICLE CRASH | 34 | 31 | 229 | 171 | 74 % |
| THREATS | 2 | 2 | 3 | 3 | 100 % |
| PROPERTY CRIMES, POSS, SALE, | 1 | 1 | 1 | 1 | 100 % |
| DAMAGE TO PROPERTY | 17 | 15 | 105 | 67 | 63 % |
| <i>PART II OFFENSES</i> | <i>211</i> | <i>187</i> | <i>1,164</i> | <i>833</i> | <i>71 %</i> |
| Grand Totals: | 297 | 265 | 1,605 | 1,118 | 69 % |

Field Contact By Reason Summary Report

Date Range: 07/01/2013 - 07/31/2013, Agency: OWPD

| Reason for Contact | Count |
|---------------------------|--------------|
| 911 Hang Up | 22 |
| Abandoned Vehicle | 1 |
| False Alarm Commercial | 17 |
| False Alarm Residential | 4 |
| All Other Service Reports | 8 |
| Animal Complaints Other | 32 |
| Assist Ambulance | 2 |
| Assist To Other Dept | 13 |
| Attempt To Locate | 32 |
| Attempt Suicide | 1 |
| Barking Dog | 7 |
| Burning Ordinance | 7 |
| Careless Driving | 1 |
| Civil Dispute | 28 |
| Code Enforcement - Owosso | 2 |
| Deliver Emergency Message | 1 |
| Disturbance | 7 |
| Fight / No Assault | 5 |
| Fireworks | 23 |
| Found Property | 4 |
| Gun Permit/register | 33 |
| Harrassment | 5 |
| Lost Property | 1 |
| Loud Music | 4 |
| Loud Party | 6 |
| Motorist Assist | 3 |
| Open Door | 2 |
| Ordinance Violation | 6 |
| Parking Problem | 32 |
| Pawn Ticket | 139 |
| Peace Officer | 12 |
| Prowler | 1 |
| Reckless Driver | 3 |

| Reason for Contact | Count |
|---------------------------|--------------|
| Road Hazard | 8 |
| Recovered Property | 1 |
| Sex Offense Registration | 1 |
| Suspicious Person | 34 |
| Suspicious Situation | 55 |
| Suspicious Vehicle | 15 |
| Transport - Other | 2 |
| Trouble With Kids | 29 |
| Trouble With Neighbor | 26 |
| Trouble With Subject | 64 |
| Trespassing | 1 |
| Phone Harassment | 8 |
| Unwanted Subject | 7 |
| Vacation Check On Home | 3 |
| Vehicle Inspection | 3 |
| Welfare Check | 29 |
| Work Traffic | 130 |

OPEN FIRES - CITATION ISSUED

July 2013

| INCI_ID | DATE_REPT | STREET | STREET |
|-----------|---------------------|--------|---------------|
| 201304103 | 07/06/2013 04:02:27 | 522 | E WILLIAMS ST |
| 201304391 | 07/16/2013 22:37:21 | 833 | E COMSTOCK ST |
| 201304739 | 07/30/2013 00:03:53 | 1051 | S TRACY ST |

OPEN FIRES - NO CITATION ISSUED

July 2013

| CASE_ID | FCDATE | STREET | STREET |
|-----------|---------------------|--------|-------------------------|
| 201304126 | 07/06/2013 22:04:00 | | W CLINTON ST/S CEDAR ST |
| 201304317 | 07/14/2013 00:03:00 | 725 | W RIVER ST |
| 201304607 | 07/24/2013 22:45:00 | 718 | W MAIN ST |
| 201304633 | 07/25/2013 22:03:00 | 530 | W HAMPTON ST |
| 201304700 | 07/28/2013 08:24:00 | 914 | N BALL ST |
| 201304686 | 07/27/2013 19:17:00 | 499 | E LAVEROCK AL/N OAK ST |
| 201304688 | 07/27/2013 21:03:00 | 609 | E OLIVER ST |



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MEMORANDUM

DATE: August 14, 2013
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: July Fire Report

During the month of July 2013:

Fire Department responded to 139 Ambulance calls.

- 85 were city residents
- 25 were non-residents
- 29 required no transport

- 39 transfers
- 25 were residents
- 14 were non-residents

- 7 in town transfers
- 6 in-facility transports

Fire Department responded to 13 Fire calls.

- 1 Smoke alarm
- 2 CO Detector
- 1 Gas or other flammable
- 2 Electrical / wiring
- 2 Power lines
- 2 False Alarms
- 1 Grass / brush
- 1 Hazardous condition
- 1 Other

The Fire Department also completed the following:

- 23 Rental Inspections
- 14 Re-inspections

REGULAR MEETING MINUTES
OWOSSO DDA / MAIN STREET
Council Chambers, City Hall
August 7, 2013 – 7:30 am.

MEETING CALLED TO ORDER at 7:38 a.m. by Chairman Dave Acton.

ROLL CALL was taken by Secretary Alaina Kraus.

MEMBERS PRESENT: Chairman Dave Acton; Authority Members Dawn Gonyou, Lance Omer and Meredith Landino; Secretary Alaina Kraus; Treasurer James Demis

MEMBERS ABSENT: Authority Member Bill Gilbert, Ben Frederick and Ken Kushman

OTHERS PRESENT: Heather Rivard, DDA / Owosso Main Street Manager; Bill Constine, Press; Adam Zettel, DDA Director; Mike Olsey, Owosso Police; Kevin Lenkart, Safety Director; Jeff Deason, Chamber of Commerce.

AGENDA:

MOTION BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE AGENDA AS MODIFIED FOR AUGUST 7, 2013.
YEAS ALL. MOTION CARRIED.

MINUTES:

As of this date, no minutes have been turned in for July 2013.

PUBLIC / BOARD / STAFF COMMENTS:

Jeff Deason of the Chamber of Commerce shared an update on the potential use of the Armory building and the survey of the property by Kincaid Henry to date. Board members are encouraged to visit the Marshall Street Armory in Lansing. Adam Zettel shared his own support of the project and excitement about the possibilities. One of the possibilities with the space is to have a public space along the river. With the commercial kitchen this could be in the form of a café or coffee shop. They would also like to turn the space where the current Chamber building into a focal space once that building is moved.

COMMITTEE UPDATES

1. Design – Chairman Acton

The benches got bolted down, though some of the placements were not done as according to the design. There has also been a lot of talk about the look of the hanging baskets. In spite of the automatic watering they still don't look healthy.

2. Economic Restructuring – Authority Member Omer

The Market Study is in progress.

3. Organization – Chairman Acton / Authority Member Landino

Meredith Landino is taking over as the chairman for the Organization Committee.

There are currently enough volunteers to staff 17 units of 8 people with the IBA program. This would allow up to 300 students to be involved. Andrea Tuttle is working with us to get background checks done on adults interested in being involved in the program.

4. Promotion – Chairman Acton

The Art Walk is September 13th, which the community missed last year. In October Owosso Palooza is happening and then Glow in November.

ITEMS OF BUSINESS:

1. CHECK REGISTER APPROVAL.

This is the first check register from the new fiscal year. A complete financial report of the last year will be at the next board meeting.

| Num | Date | Name | Memo | Account | Paid Amount |
|------|------------|-----------------------------------|-----------------------------|-------------------------------------|-----------------|
| 1831 | 07/08/2013 | Crooked Tree Nursery | | Owosso Main Street Checking | |
| 1831 | 06/14/2013 | | misc plants | 296-697-818.000- FLOWER BEDS | -4,209.73 |
| | | | | | <hr/> -4,209.73 |
| 1833 | 07/08/2013 | Brooks Innovative Graphics | | Owosso Main Street Checking | |
| 1833 | 06/14/2013 | | printing cost for pamphlets | 296-697-818.000- SPONSOR MAILING | -3,040.00 |
| | | | | | <hr/> -3,040.00 |
| 1837 | 07/08/2013 | Faber's Greenhouse | | Owosso Main Street Checking | |
| 1837 | 06/30/2013 | | hanging baskets | 296-697-818.000- FLOWER BASKETS | -5,372.00 |
| | | | | | <hr/> -5,372.00 |
| 1838 | 07/08/2013 | Lorraine Weckwert | | Owosso Main Street Checking | |
| 1838 | 07/08/2013 | | misc flowers for the beds | 296-697-818.000- FLOWER BEDS | -1,087.75 |
| | | | | | <hr/> -1,087.75 |
| 1839 | 07/08/2013 | Michael Morel | | Owosso Main Street Checking | |
| 1839 | 07/08/2013 | | 36 hours @ \$8/hour | 296-697-818.000- FLOWER WATERING | -288.00 |
| | | | | | <hr/> -288.00 |

| Num | Date | Name | Memo | Account | Paid Amount |
|------|------------|----------------------|-----------------------------------|------------------------------------|-----------------|
| 1840 | 07/17/2013 | Heather Rivard | | Owosso Main Street Checking | |
| 1840 | 07/17/2013 | | manager wages | 296-200-999.101 MANAGER WAGES | -692.30 |
| | | | | | <hr/> -692.30 |
| 1841 | 07/17/2013 | LandUse USA | | Owosso Main Street Checking | |
| 1841 | 07/17/2013 | | first payment for market study | 296-698-818.000- MKTSTUDY | -3,000.00 |
| | | | | | <hr/> -3,000.00 |
| 1842 | 07/17/2013 | Kelly's Refuse | | Owosso Main Street Checking | |
| 1842 | 07/17/2013 | | trash service for June | 296-200-831.000 MAINTENANCE | -562.50 |
| | | | | | <hr/> -562.50 |
| 1844 | 07/17/2013 | City of Owosso | VOID: | Owosso Main Street Checking | 0.00 |
| 1845 | 07/17/2013 | Gilbert's Do It Best | | Owosso Main Street Checking | |
| 1845 | 07/17/2013 | | signs for beds, hose for watering | 296-697-818.000- FLOWER BEDS | -196.54 |
| | | | | | <hr/> -196.54 |
| 1846 | 07/17/2013 | Lorraine Weckwert | | Owosso Main Street Checking | |
| 1846 | 07/17/2013 | | misc flowers for beds downtown | 296-697-818.000- FLOWER BEDS | -110.92 |
| | | | | | <hr/> -110.92 |

MOTION BY AUTHORITY MEMBER DEMIS, SUPPORTED BY AUTHORITY MEMBER KRAUS TO APPROVE THE CHECK REGISTER FOR JULY 2013 AS PRESENTED. YEAS ALL. MOTION CARRIED.

2. BUDGET REPORT.

This is the first month so the budget started out the month at zero. Following the resource team visit it is likely that there will be amendments to the budget. Authority Member Demis suggested that the Market Study monies should be moved from a reserve account to an income account.

3. JOSH ADAMS CONTRACT

Adams started on August 1, 2013. The basic structure is the same as with Rivard. Salary was negotiated in the hiring process and he signed a 3-year contract for the position.

Two problems were noted. In point 4 the spelled-out number and parenthetical number are different. The DDA also needs to be noted throughout the contract and an addition of the ability for either party to leave the contract without requiring Main Street to pay the remainder of the contract out.

MOTION BY AUTHORITY MEMBER DEMIS, SUPPORTED BY AUTHORITY MEMBER KRAUS TO APPROVE THE CONTRACT FOR MAIN STREET MANAGER JOSH ADAMS AS AMENDED.

YEAS ALL. MOTION CARRIED.

4. DDA FUTURE INFRASTRUCTURE

a) Parking

We currently have enough spaces, but it is a problem that we will likely need to address in the next 5-10 years.

Authority Member Kraus shared that she sees problems developing with residents in new units due to the inability to find parking during the day close to their apartments, which may deter future residents.

One car was towed during Cruise to the Castle. The recommendation is that reminders be placed on a Thursday or Friday to give people a 3-5 day notice.

Demis shared that the discussion of parking is the sign of a health downtown that we have problems with parking spaces.

b) Waste Management

Zettel shared that this is another problem surfacing that is expected and being dealt with. An example would be the loss of a communal dumpster due to the reconstruction of the Lebowsky building.

c) DIG Grant

This is an annually available grant. With \$48,000 bond available left from the streetscape bond \$150,000 worth of work could be completed. A sub-committee will meet to discuss this further and provide a recommendation to the board.

Thursday, August 15 at 6-7:30 pm a historic preservation meeting will be held in the council chambers. This will include revolving loan funds, façade grants and other incentives available.

5. TRAINFEST 2014

Zettel met with David Shorter from the Steam Railroad Institute. The event is planned for June of 2014. The intent of the SRI is to get the downtown integrated with the event. A car show will be occurring and there will be planes coming into the Owosso Community Airport. There are 50,000 people expected to attend, largely from out of town. This is a 40% increase over 2009. Many of these people will have income to spend.

A sub-committee from Promotions needs to be put together to work on integration between OMS & Trainfest.

6. RESOURCE TEAM VISIT WRAP-UP

All of the feedback from the team is included in the board packet. Our priorities from December are in order but need to be translated into action and communicated. They said it was the best manager transition plan that they have seen, which also includes the knowledge legacy. We may be requested to speak about this at the National Conference in Detroit next year. One of our best practices included the list made of what the city pays for versus what OMS pays for.

7. SELF-ASSESSMENT REVIEW

Last year approximately half of the board filled out the assessment and there was potentially confusion on the scale. An overview of the assessment was done along with receiving commitments from the board to complete the assessment either in paper to Heather by Friday or online by Saturday.

8. AUDIT

A \$500 reduction was arranged by Demis with our auditors and a contract needs to be sent back to them.

MOTION BY AUTHORITY MEMBER DEMIS, SUPPORTED BY AUTHORITY MEMBER GONYOU TO AUTHORIZE AUTHORITY MEMBER JIM DEMIS TO SIGN AND RETURN THE CONTRACT OF OUR AUDIT ON BEHALF OF THE BOARD IN A TOTAL OF \$2700. YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

None

MOTION MADE BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY MEMBER KRAUS TO ADJOURN AT 9:06 AM. YEAS ALL. MOTION CARRIED.

Alaina Kraus, Secretary