

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 06, 2016
7:30 P.M.**

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

AGENDA

- OPENING PRAYER:
PLEDGE OF ALLEGIANCE:
ROLL CALL:
APPROVAL OF THE AGENDA:
APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 16, 2016:**

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT



1. Project Status Report.

CONSENT AGENDA

1. Bellingar Specialty Meats Customer Appreciation Day Permission. Approve application of Bellingar Specialty Meats for the closure of the 10 eastern most parking spots in Lot # 9 and the closure of the Comstock Street entrance to Lot #9 on Saturday, June, 18, 2016 from 8:00am – 5:00pm for a customer appreciation event and authorize Traffic Control Order No. 1352 formalizing the request.

2. Automatic Mutual Aid Agreement – Corunna Caledonia Fire Department. Approve automatic mutual aid agreement with the Corunna Caledonia Fire Department for the provision of fire protection services, for a period of three years.
3. Automatic Mutual Aid Agreement – Owosso Charter Township. Approve automatic mutual aid agreement with Owosso Charter Township for the provision of fire protection services, for a period of two years.
4. General Engineering Services Contract - Eng., Inc. Approve contract with Eng., Inc. to provide professional engineering services for future engineering projects in accordance with the City Purchasing Policy for a period through June 30, 2017.
5. Contract Renewal - General Engineering Services. Approve the required annual renewal of the General Engineering Services contracts with Spicer Group Inc., Fishbeck Thompson Carr & Huber, Inc., Fleis & Vandenbrink, Inc., and Eng., Inc. to provide engineering services through June 30, 2017.
6. Bid Award – Sand and Gravel. Accept the low bid of Constine Gravel Company for Class II Backfill Sand in the amount of \$4.49 per ton and 22A gravel in the amount of \$7.90 per ton for the fiscal year ending June 30, 2017 and authorize payment in accordance with unit prices up to 2100 tons and 1800 tons respectively.
7. Bid Award – Refuse Services. Approve the bid of Tri-County Refuse Service, Inc. d/b/a Republic Services of Flint for refuse service to the City's main facilities for the 3-year period beginning July 1, 2016 through June 30, 2019 in the amount of \$12,746.17 and further approve payment up to the contract amount.
8. Purchase Authorization – DPW Hydraulic Equipment. Waive competitive bidding requirements, approve the purchase of one (1) Atlas Copco Hydraulic Breaker at \$12,400.00, (1) Atlas Copco Hydraulic compactor at \$7,848.00, and (1) Atlas Copco Portable Compressor at \$22,840.00, from AIS Construction Equipment Corporation via State of Michigan Contract # 071B1300081, and authorize payment to the vendor upon satisfactory delivery of said equipment.

ITEMS OF BUSINESS

1. Contract Authorization – Relocation & Restoration of Curwood Cabin. Consider approving a contract with R.G. Log Builders, LLC to move the Curwood Cabin from its current location to Curwood Castle Park in the amount of \$29,600.00 and authorize payment to the contractor according to the terms of the contract.
2. “Made in Owosso” Exhibition Banner Permission. Consider the request of the Historical Commission for placement of a banner on the columns of City Hall for the duration of the Made in Owosso Exhibition June 10, 2016 – September 19, 2016.
3. Brownfield Redevelopment Grant Contract Amendment – District #16 Qdoba. Consider Amendment No. 1 to the Brownfield Redevelopment Grant Contract with the MDEQ for Brownfield District #16 – Qdoba increasing the grant amount to \$452,000 to cover the unanticipated gap between the remediation estimates and the bids received from vendors.
4. 2016-17 Water & Sewer Rates. Approve the proposed water and sewer rates for the 2016-17 fiscal year.

COMMUNICATIONS

1. Randy J. Chesney, City Engineer. Letters to residents affected by summer construction projects.

2. Downtown Development Authority/Main Street. Minutes of May 4, 2016.
3. Historical Commission. Minutes of May 9, 2016.
4. Parks & Recreation Commission. Minutes of May 23, 2016.
5. Historical Commission. Minutes of May 31, 2016.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, June 20, 2016

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2020
Building Board of Appeals – Alternate - term expires June 30, 2018

ADJOURNMENT

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF MAY 16, 2016
7:30 P.M.**

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: PASTOR DEB GRAZIER
FIRST CONGREGATIONAL CHURCH

PLEDGE OF ALLEGIANCE: COUNCILWOMAN LOREEN F. BAILEY

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

ABSENT: None.

APPROVE AGENDA

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

Move Presentation 1. Code Enforcement Presentation to be included with Item of Business 3.
Add Item of Business 5. Purchase Agreement Extension – 1509 W. Oliver Street to the agenda.

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

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF APRIL 23, 2016

Motion by Councilperson Fox to approve the Minutes of the Special Meeting of April 23, 2016 as presented.

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

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF APRIL 26, 2016

Motion by Councilperson Bailey to approve the Minutes of the Special Meeting of April 23, 2016 as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 2, 2016

Motion by Councilperson Fox to approve the Minutes of the Special Meeting of April 23, 2016 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

Code Enforcement Presentation (This item was addressed as a part of Item of Business 3.)

PUBLIC HEARINGS

Obsolete Property Rehabilitation Exemption Certificate – REI Group, LLC

City Assessor Larry D. Cook briefly detailed the abatement schedule noting that the applicant qualified for a 14-year exemption but the law allowed a maximum of 12.

A Public Hearing was conducted to receive citizen comment regarding the application from REI Group, LLC for an Obsolete Property Rehabilitation Exemption Certificate for their property at 300 West Main Street.

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

Motion by Mayor Pro-Tem Eveleth to authorize the following resolution approving an Obsolete Property Rehabilitation Exemption Certificate for REI Group, LLC for a period of 12 years:

RESOLUTION NO. 45-2016

**TO APPROVE THE APPLICATION FOR AN
OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE
FROM OWOSSO REI GROUP, LLC
FOR PROPERTY LOCATED AT
300 W. MAIN STREET**

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

WHEREAS, after public notice and a public hearing on April 18, 2016, the City Council of the City of Owosso approved an Obsolete Property Rehabilitation District at 300 W. Main Street in Owosso, Michigan. As provided by section 4(2) of Public Act 146 of 2000, said property more particularly described as:

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

WHEREAS, the City Clerk received an application on March 11, 2016 from Randy Woodworth, authorized agent for Owosso REI Group, LLC owners of the property, for an Obsolete Property Rehabilitation Exemption Certificate; and

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that, based on the findings above made at public hearing, the City Council of the City of Owosso authorizes the application for an Obsolete Property Rehabilitation Exemption Certificate at 300 W. Main Street for a period of twelve (12) years; and

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

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

Motion supported by Councilperson Fox.

Roll Call Vote.

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

NAYS: None.

Rezoning - 1007 S. Washington Street

A Public Hearing was conducted to receive citizen comment regarding the request to rezone the property at 1007 South Washington Street from B-1, Local Business District, to B-4, General Business District.

The following people commented regarding the proposed rezoning:

Bob Moberg, 938 S. Saginaw Street, said his home is 1 block away from the property in question and he objected to the proposed change in zoning. He said the B-4 zoning designation opens the parcel up to all kinds of different purposes, purposes that would change the character of the residential neighborhood behind the property. (Mr. Moberg and his wife also submitted a letter to the same effect prior to the meeting.)

Troy Crowe, petitioner, indicated that the request for rezoning was due to the fact that the State requires a B-4 zoning designation for the issuance of a vehicle dealer license. He went on to say that 95% of his auctions are conducted on-line and the property will be used primarily as a staging area for farm equipment slated for auction. He said he doesn't have any plans to have live auctions at the site and all traffic to the business will be funneled in off of Washington Street and not through the neighborhood behind the property.

There was a brief discussion between the Council and Mr. Crowe about his plans for the property, including the adjoining lots he owns behind the Washington Street lot on which he plans to construct a large pole building. It was noted that a rezoning request for the adjoining lots will be put before the

Planning Commission for consideration, but that tonight's decision only involves the parcel fronting Washington Street.

Mr. Moberg wanted to know what the future will bring if the parcel in question changes to B-4.

Mayor Frederick noted that construction of the planned pole building would require a site plan review, through which the Planning Commission could require a buffer between the property and the adjoining residential parcels.

Mayor Pro-Tem Eveleth indicated the change to a B-4 zoning designation would allow Mr. Crowe to continue doing what he's already doing.

Whereas, the Council, after due and legal notice, has met and having heard all interested persons, motion by Mayor Pro-Tem Eveleth that the following ordinance be adopted:

ORDINANCE NO. 778

**AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES
TO REZONE A PARCEL OF REAL PROPERTY
ON 1007 S. WASHINGTON STREET
AND AMEND THE ZONING MAP**

WHEREAS, the city of Owosso received a petition from a land owner of real property identified as 1007 South Washington Street and described as: LOTS 22-24 BLK 11 A L WILLIAMS 2ND ADD INCLUDG ½ CLSD ALLEY, to rezone the parcel from B-1 Local Business District to B-4 General Business District; and

WHEREAS, the planning commission published the request, held a public hearing on the request, and deliberated on the request; and

WHEREAS, the city staff and planning commission recommend, without reservations or conditions, the rezoning of parcel commonly known as 1007 S. Washington Street from B-1 Local Business District to B-4 General Business District; and

WHEREAS, the City Council held a public hearing May 16, 2016 and having heard all interested persons and deliberated on the request; and

WHEREAS, the City Council find that the zoning petition meets the intent and criteria for a zoning map amendment, specifically as it relates to the requirements of Section 38-555 of the Code of Ordinances of the City of Owosso.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY OF OWOSSO ORDAINS:

SECTION 1. OFFICIAL ZONING MAP AMENDMENT. That Chapter 38, *Zoning, Sec. 38-27, Zoning Districts and Map*, reflect the following change to be noted on the official map and filed with the city clerk:

Parcel Address	Parcel Number	Current Zoning	Amended Zoning
1007 S. Washington St.	050-652-011-013-00	B-1 Local Business	B-4 General Business

SECTION 2. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective June 6, 2016.

Motion supported by Councilperson O'Leary.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Shiawassee County Clerk Lauri Braid made a brief presentation regarding the purchase of new voting equipment, indicating that all jurisdictions in the county must support the purchase to receive the grant funding available. She noted that the State has set aside funding for the grant but the budget has yet to be approved.

Tom Manke, Owosso Township resident, indicated he will now start video-taping City Council meetings as he felt that the audio recording of the May 2, 2016 meeting was intentionally destroyed before it could be heard by the public. He also noted that he felt there was collusion on the part of staff and Council in the hire of the new building inspector.

Mayor Frederick indicated Mr. Manke's video camera was welcome.

Bob Fountain, 930 North Park Street, commented regarding the 2 silver maples in his front yard saying his sewer is frequently blocked by roots from the trees and his house has been damaged by branches from the trees. He said he would like to see them removed before he has new water and sewer lines installed later this month. Mayor Frederick indicated that the Council recently made adjustments to the Tree Removal Policy allowing the removal of healthy City trees under certain circumstances and that staff would work with him if that was what he desired to do.

CITY MANAGER REPORT

City Manager Crawford indicated he had nothing to report at this time.

Councilperson Fox asked that gravel be added to the parking lot on Curwood Castle Drive to alleviate the need to park on the street. He also asked staff to look into an ordinance prohibiting the parking of semi tractors in residential areas. And he noted that he would like to see Knox Boxes required on all industrial buildings to allow the Fire Department easy access in the case of an emergency.

Mayor Frederick asked staff to look into improving the parking lot on Curwood Castle Drive and investigate the semi tractor issue, reporting back to Council at the next meeting.

CONSENT AGENDA

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

Purchase Authorization – Influent Screw Pump Gear Box. Waive competitive bidding requirements, authorize purchase of one Dodge screw pump gear box from Motion Industries, Inc. in the amount of \$9,072.21, and authorize payment up to that amount upon satisfactory delivery, installation, and startup of said equipment as follows:

RESOLUTION NO. 46-2016

AUTHORIZING PURCHASE AND PAYMENT TO MOTION INDUSTRIES, INC.

**FOR PURCHASE OF ONE DODGE SCREW PUMP GEAR BOX
AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for the replacement of a screw pump gear box in line with the plant's preventive maintenance program, and

WHEREAS, the existing gear box has not performed to the manufacturer's service life expectations, and the replacement of this unit with original manufacturer replacement components has been suggested, and

WHEREAS, three quotes were sought for said equipment and Motion Industries, Inc. has provided the lowest competitive and responsible quoted price in the amount of \$9,072.21; and

WHEREAS, the City Utilities Director has reviewed the proposal, verified the replacement components needed to restore the screw pump to full capacity, and recommends authorizing Motion Industries, Inc. to provide the required Dodge gear box in an amount not to exceed \$9,072.21.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Motion Industries, Inc. for the purchase of one Dodge screw pump gear box for use at the Wastewater Treatment Plant.
- SECOND: The accounts payable department is authorized to submit payment to Motion Industries, Inc. in an amount not to exceed \$9,072.21 upon delivery, installation and startup of said equipment as quoted February 16, 2016.
- THIRD: The above expenses shall be paid from account no. 599-901-977000.

***Bid Award – Qdoba Excavation Shoring.** Approve contract with Environmental Advisory Services, Inc. dba ASI Environmental Technologies for installation of excavation shoring at the future Qdoba site in the amount of \$402,697.50, and authorize payment upon satisfactory completion of the work or portion thereof as follows:

RESOLUTION NO. 47-2016

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE FORMER EASTSIDE CLEANERS
EXCAVATION SHORING INSTALLATION
WITH ENVIRONMENTAL ADVISORY SERVICES, INC.
D/B/A ASI ENVIRONMENTAL TECHNOLOGIES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that redevelopment of the former Eastside Cleaners location, also known as the Qdoba project, is necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids for the excavation shoring installation work; a bid was received from Environmental Advisory Services, Inc. dba ASI Environmental Technologies; and it is hereby determined that ASI Environmental Technologies is qualified to provide such services and that it has submitted the lowest 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 Environmental Advisory Services, Inc. dba ASI Environmental Technologies for the excavation shoring installation work to be performed at the former Eastside Cleaners location.

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 ASI Environmental Technologies in the amount of \$402,697.50.

THIRD: The accounts payable department is authorized to pay ASI Environmental Technologies up to the contract amount upon satisfactory completion of the project or portion thereof.

FOURTH: The above expenses shall be paid from the District #16 Qdoba OBRA Fund, account 276-000-401407.

***Professional Services Agreement – Well No. 1 Rehabilitation.** Waive competitive bidding requirements, authorize professional services agreement with Layne Christensen Company for rehabilitation of Water Well No. 1 in an amount not to exceed \$28,200.35, and further authorize payment upon satisfactory completion of the project as follows:

RESOLUTION NO. 48-2016

AUTHORIZING SERVICE AGREEMENT AND PAYMENT TO LAYNE CHRISTENSEN COMPANY FOR REHABILITATION OF LAYNE WELL NO. 1 AT THE WATER FILTRATION PLANT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Water Filtration Plant Replacement Fund for the rehabilitation of Production Well No.1 in line with the plant's preventive maintenance program, and

WHEREAS, the well was inspected and tested by Layne Christensen at a cost of \$385.00 in accordance with a purchase order issued subsequent to a competitive request for quotation process, and this inspection process determined the need for replacement parts, labor, and analysis for rehabilitation, as detailed on the April 16, 2016 quotation from Layne Christensen Company in the amount of \$25,700.35; and

WHEREAS, the City Utilities Director has reviewed the proposal and verified the parts and services needed to restore the well to full capacity, and recommends authorizing Layne Christensen Company to perform the work in the amount of \$25,700.35 plus contingency funds in the amount of \$2,500.00, with payment in an amount not to exceed \$28,200.35 upon satisfactory completion and re-installation.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Layne Christensen Company for the rehabilitation of Layne Production Well No. 1 at the Water Filtration Plant, and to waive the competitive bidding requirement for said services.

SECOND: The accounts payable department is authorized to submit payment to Layne Christensen Company in an amount not to exceed \$28,200.35 upon satisfactory completion of the work in accordance with their quotation dated April 16, 2016.

THIRD: The above expenses shall be paid from account no. 599-901-977000.

Warrant No. 523. Authorize Warrant No. 523 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' Compensation Insurance- 1 of 4 for FY 16/17	Various	\$ 20,062.00
Orchard Hiltz & McCliment Inc	Water reliability study	Filtration	\$ 867.50
B S & A Software	Annual service/support fees- Building department / Delinquent personal property system / Internet services- 5/1/16 - 4/31/17	General	\$ 8,102.00
Waste Management	Landfill disposal charges- 4/16/16 - 4/30/16	Streets/ WWTP	\$ 6,166.08
Reeves Wheel Alignment Inc.	Public safety vehicle maintenance April 2016	General	\$ 5,145.95
Centron Data Services, Inc.	Water/sewer billing services-to correct billing error for the 3/31/16 mailing	Various	\$ 745.54
Orchard Hiltz & McCliment Inc	Cargill project-engineering services	Brownfield	\$ 6,642.50
William C. Brown, P.C.	Professional services- April 12, 2016 – May 8, 2016	General	\$ 12,382.76

***Check Register – April 2016.** Affirm check disbursements totaling \$953,559.06 for April 2016.

Motion supported by Mayor Pro-Tem Eveleth.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

Downtown Development Authority General Appropriations Resolution

Motion by Mayor Pro-Tem Eveleth to adopt the General Appropriations Resolution to authorize the levy of the Downtown Development Authority millage for the 2016-2017 fiscal year as follows:

RESOLUTION NO. 49-2016

**GENERAL APPROPRIATIONS RESOLUTION FOR
THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR FY 2016-17**

WHEREAS, the Authority board met to consider a proposed budget for fiscal year 2016-17, and after deliberations and public input approved a budget; and

WHEREAS, the Owosso City Council held a public hearing on the proposed budget on May 2, 2016 and there was no one to be heard; and,

WHEREAS, it is the intent of the Downtown Development Authority to levy a tax for general operating purposes pursuant to Public Act 197 of 1975 based on the budget summary attached hereto and made part hereof; and

WHEREAS, the general property tax laws, specifically MCL 211.34(d) provide for an annual compound millage reduction calculation applied to the maximum millage rate of two mills authorized by MCL 125.1662; and

WHEREAS, the millage reduction commonly known as the "Headlee" rollback results in a maximum operating millage rate of 1.9328 for which the Authority is authorized to levy,

NOW THEREFORE, BE IT RESOLVED, that the tax levy for the fiscal year commencing July 1, 2016 shall be the rate of 1.9328 per \$1,000 of taxable value of the 2016 assessment roll for the district as approved by the Board of Review,

The levy will generate a revenue yield for operating purposes as follows:

GENERAL OPERATING	1.9328 MILLS	\$28,825
-------------------	--------------	----------

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

2016-17 City Budget Adoption

Councilperson Fox inquired how much was being levied for the Garbage Disposal Plants Act (which funds the brush pickup program.) City Manager Crawford indicated 2 mills would be levied. (Further examination of the appropriations resolution indicates the levy is actually 1 mill.)

Motion by Mayor Pro-Tem Eveleth to adopt the General Appropriations Resolution approving the 2016-2017 City Budget as follows:

RESOLUTION NO. 50-2016

GENERAL APPROPRIATIONS RESOLUTION FOR FY 2016-17

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council has received the proposed budget for the fiscal year beginning July 1, 2016 and held a public hearing on May 2, 2016; and

WHEREAS, there was no one to be heard it is the intent of the City Council to levy ad valorem and specific property taxes for general operating purposes of the City; for payment of principal and interest on voted indebtedness; and for special voted millage to support public transportation, based on the budget summary for fiscal year 2016-17 attached hereto and made part hereof; and

WHEREAS, the general property tax laws, specifically, MCL 211.34(d) provide for a compound millage reduction calculation applied to the City Charter maximum authorized operating millage rate of 15.0000 mills per thousand of taxable value; and

WHEREAS, this millage reduction commonly known as the Headlee rollback results in a maximum operating millage rate of 13.0370 for which the City is authorized to levy; and

WHEREAS, the Garbage Disposal Plants Act, MCL 123.261, allow for the City to levy up to three mills on all taxable property to provide for the collection and disposal of certain solid wastes; and

WHEREAS, it has been determined that a levy of one mill per \$1,000 of taxable value is required to operate a solid waste recycling program; and

WHEREAS, the voters approved, by a majority, in an election held on August 7, 2012, a millage, not to exceed .3333 mills per \$1,000 of taxable value to support public transportation; and

WHEREAS, the board of the Shiawassee Area Transportation Authority have requested funding from the City equating to a millage of .3127 mills per thousand of taxable value for which the City is authorized to levy; and

WHEREAS, it has been determined that a millage rate of .5530 mills per thousand of taxable value is required for the annual debt service on unlimited tax general obligations bonds;

NOW THEREFORE, BE IT RESOLVED, that the tax levy for the fiscal year commencing July 1, 2016 shall be the rate of 14.9027 per \$1,000 of taxable value of the 2016 assessment roll as approved by the Board of Review; and

The total levy shall be composed of the constituent rates for purposes and with revenue yields described as follows:

GENERAL OPERATING	13.0370	\$3,134,894
GARBAGE DISPOSAL	1.0000	\$240,461
DEBT SERVICE	.5530	\$132,975
SATA	<u>.3127</u>	<u>\$72,203</u>
	14.9027	\$3,580,533

2016-17 BUDGET SUMMARY

FUND	DESCRIPTION	2014-15 ACTUAL	2015-16 ORIGINAL BUDGET	2015-16 THRU 02/29/16	2016-17 ADOPTED BUDGET
101	GENERAL FUND	6,643,891	6,833,200	4,542,291	7,723,050
202	MAJOR STREET FUND	977,303	860,550	458,929	1,495,825
203	LOCAL STREET FUND	710,487	542,575	274,748	474,500
273	CDBG REVOLVING LOAN FUND	22,886	35,250	3,500	21,000
275	HOUSING & REDEVELOPMENT	41,618	230,650	33,449	283,200
283	OBRA FUND-DISTRICT#3-CONAGRA	14,847	12,350		15,900
288	OBRA FUND-DISTRICT#8:SUGARBEET	400	6,500		2,101,700
289	OBRA:DISTRICT#9(ROBBIN'S LOFT)	1,050	2,225		3,375
291	OBRA FUND-DIST#11(CAPITOL BOWL)	13,252	9,525		10,300
292	OBRA FUND-DIST#12(WOODARD LOFT	39,277	37,725		69,700
293	OBRA-DIST#13 WESNER BUILDING		775		1,525
296	DOWNTOWN DEVELOPMENT AUTHORITY	186,764	177,225	89,965	189,925
325	DEBT SERVICE-2010 GO BONDS	57,133	56,650	38,451	65,950
327	2013 UTGO	70,382	62,850	43,850	67,025
397	2009 LTGO DEBT	74,135	77,800	19,594	76,825
411	CAPITAL PROJECTS-2011 STREET PROGRAM	80,625	37,600		850

2016-17 BUDGET SUMMARY (cont.)

FUND	DESCRIPTION	2014-15 ACTUAL	2015-16 ORIGINAL BUDGET	2015-16 THRU 02/29/16	2016-17 ADOPTED BUDGET
588	TRANSPORTATION FUND	62,101	76,100	71,136	72,225
590	SEWER FUND	1,487,179	1,700,000	959,754	3,313,375
591	WATER FUND	2,199,443	3,486,000	1,486,344	5,136,875
599	WASTEWATER FUND	1,693,361	2,048,000	828,697	3,322,050
661	FLEET MAINTENANCE FUND	422,771	758,475	238,894	817,025

Motion supported by Councilperson O'Leary.

Roll Call Vote.

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

NAYS: None.

Review of Code Enforcement Practices

Housing Program Manager Tyler J. Leppanen gave a presentation outlining the prevalent code enforcement issues that are readily visible around the City and what can be done to help remedy the situation. He showed many, many pictures of violations he encountered along his route to investigate a complaint. He indicated he would like Council's support for a more robust, proactive program to reduce the prevalence of violations. He went on to outline the program saying it would consist of three phases, with phase 3 going into effect at the start of the new year:

1. Educate
2. Notify
3. Enforce

The Council expressed particular concern with the staff time that would be necessary to conduct a proactive code enforcement program. They indicated they were interested in proactively educating the public on common code enforcement violations and the development of assistance/incentive programs to help residents tackle their code violations, but stopped short of expressing support for a full proactive code enforcement program. They asked that Mr. Leppanen to report back to them at a future meeting when he had had the opportunity to flesh out the education and incentive components more fully.

Final Sale Approval – Auction Parcels

Motion by Mayor Pro-Tem Eveleth to grant final approval for the sale of the parcels auctioned on May 12, 2016, contingent upon staff approval of the purchase agreements as follows:

RESOLUTION NO. 51-2016

AUTHORIZING FINAL APPROVAL OF THE SALE OF CITY-OWNED PROPERTIES

WHEREAS, the city owns various parcels of property listed in Exhibit A; and

WHEREAS, the parcels in question are of no use to the City and the City desires their sale; and

WHEREAS, the Owosso city council voted to sell the parcels listed in Exhibit A through an online auction ending May 12, 2016; and

WHEREAS, at the meeting of March 7, 2016 the City Council authorized a 21-day posting period for the proposed sale; and

WHEREAS, no citizen comments or other offers for the properties were received during the posting period; and

WHEREAS, the auction has now concluded and final approval of the sale of the properties must now be considered.

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

FIRST: the properties be sold to the buyers listed in Exhibit A for the bid price listed in Exhibit A in accordance with the terms included in the attached Auction Listing Agreement for Sale of Real Estate and/or Personal Property agreement approved March 7, 2016 with Sheridan Realty & Auction Company.

SECOND: the city attorney is authorized to prepare the deeds for sale as listed in Exhibit A.

THIRD: the Mayor and City Clerk are instructed and authorized to execute appropriate documents to execute the sale of each property.

EXHIBIT A

**AUCTION RESULTS FOR
VARIOUS CITY-OWNED PARCELS**

City Council authorized using an online auctioning service through Sheridan Realty & Auction Company to auction off various city-owned parcels. The auction started on March 28, 2016, and ended May 12, 2016 in which 23 of the 27 lots received bids as demonstrated below.

Auction No.	Parcel Number	Address	Bid Price	Buyer's Premium	Total	Buyer Name
10	050-010-033-021-00	Wright Av	\$ 200.00	\$ 750.00	\$ 950.00	Charles Munsell
11	050-011-021-002-00	S. Gould	\$ 20,000.00	\$ 2,000.00	\$ 22,000.00	Anonymous
12	050-113-011-019-00	Rain St	\$ 500.00	\$ 750.00	\$ 1,250.00	Richard Marlow
13	050-113-011-017-00	Rain St	\$ 200.00	\$ 750.00	\$ 950.00	Eric Carlson
14	050-113-011-018-00	Rain St	\$ 225.00	\$ 750.00	\$ 975.00	Jim Woodworth
15	050-350-000-001-00	South St	\$ 225.00	\$ 750.00	\$ 975.00	RJ Allen
16	050-350-000-002-00	South St	\$ 225.00	\$ 750.00	\$ 975.00	RJ Allen
17	050-350-000-003-00	South St	\$ 200.00	\$ 750.00	\$ 950.00	Jim Woodworth
18	050-350-000-004-00	South St	\$ 200.00	\$ 750.00	\$ 950.00	Jim Woodworth
19	050-350-000-005-00	South St	\$ 200.00	\$ 750.00	\$ 950.00	Jim Woodworth
20	050-350-000-006-00	W South St	NO BIDS RECEIVED, PARCEL REMAINS UNSOLD			
21	050-350-000-007-00	W South St	NO BIDS RECEIVED, PARCEL REMAINS UNSOLD			
22	050-350-000-011-00	South St	\$ 300.00	\$ 750.00	\$ 1,050.00	Jim Woodworth
23	050-420-001-003-00	520 Corunna Av	NO BIDS RECEIVED, PARCEL REMAINS UNSOLD			
24	050-420-001-004-00	Corunna Av	NO BIDS RECEIVED, PARCEL REMAINS UNSOLD			

Auction No.	Parcel Number	Address	Bid Price	Buyer's Premium	Total	Buyer Name
25 & 26	050-420-003-015-00 & 050-420-003-016-00	Lingle/Monroe	\$ 300.00	\$ 750.00	\$ 1,050.00	Steven Janes
27	050-430-000-002-00	425 Hamblin	\$ 200.00	\$ 750.00	\$ 950.00	Barb Terpstra
28	050-430-000-003-00	429 Hamblin	\$ 200.00	\$ 750.00	\$ 950.00	Barb Terpstra
29	050-560-000-059-00	Ward / Irene	\$ 200.00	\$ 750.00	\$ 950.00	Carl Ludington
30	050-602-038-001-00	South St.	\$ 350.00	\$ 750.00	\$ 1,100.00	Brandon Lepior
31	050-602-039-001-00	South / Short	\$ 575.00	\$ 750.00	\$ 1,325.00	Brandon Lepior
32	050-602-039-004-00	South St.	\$ 400.00	\$ 750.00	\$ 1,150.00	Brandon Lepior
33	050-602-039-006-00	South St.	\$ 200.00	\$ 750.00	\$ 950.00	Brandon Lepior
34	050-660-007-017-00	Beehler	\$ 275.00	\$ 750.00	\$ 1,025.00	Gregory Gilbert
35	050-660-011-001-00	N. Cedar / River	\$ 275.00	\$ 750.00	\$ 1,025.00	Paul Mael
36	050-470-000-011-00	300 S Washington	\$ 19,500.00	\$ 1,950.00	\$ 21,450.00	Anonymous
Totals			\$ 44,950.00	\$ 18,950.00	\$ 63,900.00	

Motion supported by Councilperson O'Leary.

Prior to the vote Councilperson Fox expressed his concern that some of the prices were extremely low and the Council should consider the possible rejection of those offers. Sheridan Auctions representative Troy Crowe indicated he felt the quality of the lots auctioned had a direct bearing on the prices received. He went on to say that of the 4 parcels that received no bid he felt he could negotiate the sale of two of the parcels. Mayor Frederick noted that he was comfortable with the outcome, as it removed the City's need to maintain the parcels and put them back on the tax rolls.

Roll Call Vote.

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

NAYS: Councilperson Bailey.

***Purchase Agreement Extension – 1509 W. Oliver Street** (This item was added to the agenda.)

Due to delays with the State approval of the Brownfield Plan for the site a third extension of the purchase agreement was requested by Cargill, Incorporated.

Motion by Mayor Pro-Tem Eveleth to authorize the third extension of the purchase agreement with Cargill, Incorporated for the property located at 1509 W. Oliver Street as follows:

RESOLUTION NO. 52-2016

**THIRD AMENDMENT TO SALE AND PURCHASE OF PROPERTY AGREEMENT
WITH CARGILL, INCORPORATED
FOR THE PROPERTY LOCATED AT 1509 WEST OLIVER STREET**

WHEREAS, the city entered into a purchase agreement with Cargill, Incorporated on June 15, 2015 to sell a vacant industrial-zoned 19.118 acre parcel commonly known as 1509 West Oliver Street and described as follows:

PART OF S W 1/4 & PART OF SE FR 1/4 SEC 14 T7N R2E BEG AT CEN POST, TH S 1*32 1/2' W 33', TH E 418.73', TH S 42*07' E 1066.59', TH N 48*30' E 34.45', TH S 43*23' E 177.7' TH S 46*45' E 180', TH S47*52'47"W 52.92', TH S47*07'00"E 146.16', TH ON A CURVE TO THE LEFT HAVING A RADIUS OF 245', A DELTA ANGLE OF 38*22'13" AND A CHORD BEARING AND DISTANCE OF S61*18'07"E 161.02', TH ON A CURVE TO THE LEFT HAVING A RADIUS OF 245', A DELTA ANGLE OF 09*29'47" AND A CHORD BEARING DISTANCE OF S85*14'07"E 40.56', TH S89*59'00"E 154.05', TH ON A CURVE TO THE RIGHT HAVING A RADIUS OF 305.00, A DELTA ANGLE OF 36*33'20" AND A CHORD BEARING AND DISTANCE OF S71*42'20"E 191.31' TO THE EAST AND WEST 1/8 LINE IN THE SE 1/4 OF SAID SEC 14, TH N 89*59' W ALG 1/8 LN 1026.59' TO NE LN OF AARR R/W, TH N40*33 1/2 W ALONG SAID R/W LN TO N-S 1/4 LN, TH N TO BEG. (EX EASMT FOR POWER LNS CON POWER CO.)

and

SEC 14, T7N, R2E ALL THAT PART OF THE SW ¼ OF SEC 14 LYING NE'LY OF AARR R/WY;
and

WHEREAS, the original purchase agreement stipulated a 180-day period for Cargill, Incorporated to conduct its due diligence; and

WHEREAS, the Council has agreed on two occasions to extend the due diligence period to allow ample opportunity for all parties involved to investigate the conditions and assemble plans for the property; and

WHEREAS, Cargill, Incorporated has realized the need to, once again, extend the due diligence period to June 15, 2016.

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

1. The due diligence period in Article VI, Section 6.1 of the Purchase Agreement is amended to extend the Due Diligence Period to June 15, 2016.
2. The Mayor and City Clerk are instructed and authorized to execute appropriate documents to amend this purchase agreement and execute the eventual sale.

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

Keith A. Lussenden, Building Official. April 2016 Building Department Report.

Keith A. Lussenden, Building Official. April 2016 Code Violations Report.

Kevin D. Lenkart, Public Safety Director. April 2016 Police Report.

Kevin D. Lenkart, Public Safety Director. April 2016 Fire Report.

Parks & Recreation Commission. Minutes of April 25, 2016.

Planning Commission. Minutes of April 25, 2016.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, Owosso Township resident, thanked the Council for not jumping into a proactive code enforcement program right away. He then recalled a story about a mentally ill man who had multiple code enforcement and health and safety problems on his property. Mr. Manke then began shouting from the podium that the Council was personally responsible for the tragic events that later occurred. Mayor Frederick warned Mr. Manke repeatedly that he was out of order and in violation of the Council's adopted Rules of Civility while also noting that the allegations made were completely ridiculous.

Eddie Urban, 601 Glenwood Avenue, announced that June 9th an event for low income residents will be held in McCurdy Park. The event will include a free lunch, the opportunity for a haircut, and a job fair.

Councilperson Fox expressed concerns with Mr. Manke's comments in regard to the Council's responsibility for the actions taken in the code enforcement case mentioned, saying the membership of the Council had changed since that issue was first addressed and some of the current members may not have been present.

Mayor Frederick again noted that Mr. Manke's allegations were completely absurd and such remarks should be of concern to all present.

Councilperson Bailey indicated the man's home was in terrible disrepair, to the point it was unlivable, and that measures had been taken to support him while the problems were addressed.

Councilperson O'Leary offered his expertise in code enforcement to Mr. Leppanen should he need it.

NEXT MEETING

Monday, June 06, 2016

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2020
Building Board of Appeals – Alternate - term expires June 30, 2018

ADJOURNMENT

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

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

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



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

MEMORANDUM

DATE: May 26, 2016
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1352

Bellingar Specialty Meats manager, Jarrod Bloomfield, has requested a partial parking lot closure for a customer appreciation day. Adjoining business owners have expressed an interest in participating in the event as well.

- *First 10 spots west of store in rear parking lot.**
- *Block entrance off Comstock Street**

Date: June 18, 2016
Time: 8:00 am to 5:00 pm

The Public Safety Department has issued Traffic Control Order No. 1352 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. The general public is invited to attend and insurance coverage will be secured prior to the event. Staff recommends approval and further authorization of the traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1352	5/26/16	9:00 am

REQUESTED BY
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL
Partial lot closure

LOCATION OF CONTROL

Lot # 9

Block the first 10 parking spots west of Bellingar Specialty Meats in the rear parking lot. Block off Comstock Street entrance.

EVENT:

Customer Appreciation Day
June 18, 2016
8:00 am to 5:00 pm

APPROVED BY COUNCIL

_____, 20____

REMARKS



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

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

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

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

Name of individual or group: Bellingar Specialty Meats Date: 5/16/16

Primary Contact Person

Name: Jarrod Bloomfield

Title: Store Manager

Address: 118 S Washington St.
Owosso MI 48867

Phone: (989) 723-8891 cell (517) 881-7424

Requested Date(s): 6/18/16 Requested Hours: 8am - 5pm

Area Requested (Parking Lot - Parade Route): Portion of parking lot behind store
From rear entrance to light post

Detailed description of the use for which the request is made: customer appreciation day
(100.7) WITZ will be present, (2) racecars our business sponsors would like to be present
and started up periodically.

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

Do Not Write Below This Line - For Officials Use Only

Approved Not Approved Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson



MEMORANDUM

DATE: May 31, 2016

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Automatic Mutual Aid Agreements-Corunna-Caledonia Fire Department and
Owosso Township Fire Department

The City of Owosso Public Safety Department and the Corunna-Caledonia Fire Department (CCFD) along with the Owosso Township Fire Department (OTFD) propose to enter into Automatic Mutual Aid Agreements (AMA). The AMA agreements provide for additional fire response (engine and personnel) and send it automatically to any confirmed structure fire. (e.g. multiple calls of smoke/flames showing) for the City of Owosso. OTFD will respond to all AMA calls north of M-21 and west of M-52. CCFD will respond to all AMA calls south of M-21 and east of M-52. In return, the City of Owosso will automatically provide automatic fire response to confirmed structure fires within the initial response areas of CCFD and OTFD.

The additional coverage provides for a safer working environment at labor intensive fires and offers sound risk management practices. Reasons for AMA:

- Immediate response of a minimum of two person firefighting crew with fire apparatus to structure fires.
- Can utilize crew for initial fire attack or rapid intervention team to back firefighting crews (two in-two out) and provides immediate resources without having to take extra steps to call and further delay the response.
- Safer operations by having the extra resources and personnel to back-up the initial fire attack will help both departments meet National Fire Protection Association recommended standards for minimum staffing and help crews to effectively operate at a working structure fire.
- The ISO (formerly Insurance Services Office) rating schedule utilized by the insurance industry recognizes communities with AMA agreements, counting the additional resources in the overall rating schedule. This may help to reduce the City of Owosso's fire rating.

It is my recommendation the City of Owosso proceed with entering into the automatic mutual aid agreements as prepared and reviewed by our city attorney.

RESOLUTION NO.

**RESOLUTION AUTHORIZING AUTOMATIC MUTUAL AID AGREEMENTS WITH
THE CORUNNA CALEDONIA FIRE DEPARTMENT AND
THE OWOSSO TOWNSHIP FIRE DEPARTMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department, the Corunna Caledonia Fire Department, and the Owosso Township Fire Department all staff and maintain fire stations for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, City of Owosso, the Corunna Caledonia Fire Department, and the Owosso Township Fire Department, in order to provide the maximum fire protection by providing the fastest service response to its residents, desire to enter into agreements whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, each entity has the ability to provide mutual aid when not committed to another emergency.

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 enter into automatic mutual aid agreements with the Corunna Caledonia Fire Department and the Owosso Township Fire Department.

SECOND: The mayor and city clerk are instructed and authorized to sign the documents substantially in the form attached, Automatic Mutual Aid Agreement between the City of Owosso and the Corunna Caledonia Fire Department & Automatic Mutual Aid Agreement between the City of Owosso and Owosso Township Fire Department.

**Automatic Mutual Aid Agreement
Between the City of Owosso and the Corunna Caledonia Fire Department**

This mutual aid agreement is entered into this 6th day of June 2016, by and between the Corunna Caledonia Fire Department (“CCFD”), a fire department in Shiawassee County, Michigan, whose address is 402 N. Shiawassee Street, Corunna, Michigan 48817 and the City of Owosso (“Owosso”), a Michigan Home Rule City of 301 W. Main, Owosso, Michigan 48867.

WHEREAS, CCFD and Owosso both staff and maintain fire stations for the safety and protection of lives and property within their respective jurisdictions; and

WHEREAS, CCFD and Owosso, in order to provide the most appropriate service response to its residents, desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, each has the ability to provide mutual aid when not committed to another emergency.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions: For purposes of this agreement, the following terms shall have the meanings set forth below:

- a. “Automatic Mutual Aid Response” shall mean the automatic response by the Responding Township or City of the closest available resources via emergency dispatch to a request for response by the requesting City or Township.
- b. “Confirmed Structure Fire” shall be identified by first person caller, police officer or firefighter on scene, or multiple calls to dispatch or PSAP.

2. Request for Assistance: The Public Safety Answering Point (PSAP) communications dispatching center will confirm the structure fire from a caller, police or fire personnel and automatically dispatch both CCFD and Owosso to the Confirmed Structure Fire. Either Owosso or CCFD is authorized at any time to request Automatic Mutual Aid Response from the other entity. The request shall be directed to the Shiawassee County Central Dispatch.

3. Incident Command: In all incidents, the Incident Command System (ICS) shall be utilized. The company officer of the first arriving Engine Company, regardless of jurisdiction, shall assume responsibility as the Incident Commander (IC) until relieved by a company officer of the Authority having jurisdiction. Jurisdiction shall be defined as the municipality in which the fire is located. The agency having jurisdiction shall be responsible for the final mitigation and reporting of all incidents in their jurisdictions.

4. No Compensation: Neither Owosso nor CCFD will seek compensation from the other entity for Automatic Mutual Aid Response services rendered under this Agreement. Each entity will remain responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees, and shall be responsible for its own equipment and bear the risk of loss therefore.

5. Term: The term of this Agreement shall be three (3) years from the date stated in the opening paragraph. However, either party may terminate this Agreement with sixty (60) days written notice to the other party, by first class mail at the address stated above. If the parties continue to honor this Agreement beyond the above stated term, the Agreement shall be considered to be effective for successive sixty (60) day terms subject to the sixty (60) day termination requirement. Either party may terminate this Agreement by Sixty (60) days written notice to the other party with or without cause.

6. Assignment: Neither party may assign this Agreement without the written consent of the other party.

7. Severability: If any section, subsection, sentence, word or phrase of this Agreement is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

8. Rights, Powers and Privileges: No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

9. Modifications: All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

10. Third Parties: This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

11. Entire Agreement: This Agreement, and any additional supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

12. No Liability for Responding Agency: Except as expressly provided herein, no Party shall be liable for (I) failure to comply with any provision of this Mutual Aid Agreement, or (II) liability arising from providing Mutual Aid under this Mutual Aid Agreement.

13. Mutual Releases: Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Mutual Aid Agreement or providing Mutual Aid hereunder.

14. Liability to Other Parties Damage or Destruction to Apparatus or Equipment: Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment.

It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty Insurance as opposed to seeking reimbursement from other Parties.

15. Liability to Third Parties: The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.

16. Cross Indemnification: To the extent permitted by law, each Party agrees to indemnify defend and hold harmless the other parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Mutual Aid Agreement. Each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Mutual Aid Agreement.

17. Boundaries: Owosso will respond to assist CCFD on any confirmed fire call within the City of Corunna or the Township of Caledonia. CCFD will respond to assist Owosso on any confirmed fire call south of M-21 and east of M-52 in the City of Owosso.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

CITY OF OWOSSO

CORUNNA CALEDONIA FIRE DEPARTMENT

Benjamin R. Frederick, Mayor

Ed Bruckman, Chairman

ATTEST:

Dawn Rodriguez, Vice-Chairwoman

Amy K. Kirkland, City Clerk

Mike Sarrazin, Treasurer

Approved as to form:

William C. Brown, Owosso City Attorney

Joe Decaire

Approved as to content:

Chuck Kerridge

Donald D. Crawford, City Manager

Scott Johnson, CCFD Chief

Approved by Council:

**Automatic Mutual Aid Agreement
Between the City of Owosso and Owosso Charter Township**

This mutual aid agreement is entered into this 6th day of June 2016, by and between Owosso Charter Township (“Township”), a charter township in Shiawassee County, Michigan, whose address is 410 S. Delaney Road., Owosso, Michigan 48867 and the City of Owosso (“City”), a Michigan Home Rule City of 301 W. Main Street, Owosso, Michigan 48867.

WHEREAS the Township and City both staff and maintain fire stations for the safety and protection of lives and property within their respective jurisdictions; and

WHEREAS, the Township and City, in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each entity may render automatic mutual aid to the other for certain defined incidents; and

WHEREAS, each has the ability to provide mutual aid when not committed to another emergency.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions: For purposes of this agreement, the following terms shall have the meanings set forth below:

- a. “Automatic Mutual Aid Response” shall mean the automatic response by the Responding Township or City of the closest available resources via emergency dispatch to a request for response by the requesting Township or City.
- b. “Confirmed Structure Fire” shall be identified by first person caller, police officer or firefighter on scene, or multiple calls to dispatch or PSAP.

2. Request for Assistance: The Public Safety Answering Point (PSAP) communications dispatching center will confirm the structure fire from a caller, police or fire personnel and automatically dispatch both Township and City to the Confirmed Structure Fire. Either City or Township is authorized at any time to request Automatic Mutual Aid Response from the other entity. The request shall be directed to the Shiawassee County Central Dispatch.

3. Incident Command: In all incidents, the Incident Command System (ICS) shall be utilized. The company officer of the first arriving Engine Company, regardless of jurisdiction, shall assume responsibility as the Incident Commander (IC) until relieved by a company officer of the Authority having jurisdiction. Jurisdiction shall be defined as the municipality in which the fire is located. The agency having jurisdiction shall be responsible for the final mitigation and reporting of all incidents in their jurisdictions.

4. No Compensation: Neither City nor Township will seek compensation from the other entity for Automatic Mutual Aid Response services rendered under this Agreement. Each entity will remain responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees, and shall be responsible for its own equipment and bear the risk of loss therefore.

5. Term: The term of this Agreement shall be two (2) years from the date stated in the opening paragraph. However, either party may terminate this Agreement with sixty (60) days written notice to the other party, by first class mail at the address stated above. If the parties continue to honor this Agreement beyond the above stated term, the Agreement shall be considered to be effective for successive sixty (60) day terms subject to the sixty (60) day termination requirement. Either party may terminate this Agreement by Sixty (60) days written notice to the other party with or without cause.

6. Assignment: Neither party may assign this Agreement without the written consent of the other party.

7. Severability: If any section, subsection, sentence, word or phrase of this Agreement is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

8. Rights, Powers and Privileges: No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

9. Modifications: All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

10. Third Parties: This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

11. Entire Agreement: This Agreement, and any additional supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

12. No Liability for Responding Agency: Except as expressly provided herein, no Party shall be liable for (I) failure to comply with any provision of this Mutual Aid Agreement, or (II) liability arising from providing Mutual Aid under this Mutual Aid Agreement.

13. Mutual Releases: Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Mutual Aid Agreement or providing Mutual Aid hereunder.

14. Liability to Other Parties Damage or Destruction to Apparatus or Equipment: Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment.

It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty Insurance as opposed to seeking reimbursement from other Parties.

15. Liability to Third Parties: The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.

16. Cross Indemnification: To the extent permitted by law, each Party agrees to indemnify defend and hold harmless the other parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Mutual Aid Agreement. Each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Mutual Aid Agreement.

17. Boundaries: The City will respond to assist the Township on any confirmed fire call within Owosso Charter Township; the Township will respond to assist the City on any confirmed fire call north of M-21 and west of M-52 in Owosso.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

CITY OF OWOSSO

OWOSSO CHARTER TOWNSHIP

Benjamin R. Frederick, Mayor

Danny Miller, Supervisor

ATTEST:

Amy K. Kirkland, City Clerk

Pat Skvarenina, Township Clerk

Approved as to form:

William C. Brown, Owosso City Attorney

Approved as to content:

Donald D. Crawford, City Manager

Approved by Council:



MEMORANDUM

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

DATE: June 6, 2016

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Service Department

SUBJECT: General Engineering Services Agreements

RECOMMENDATION:

I recommend approval of a fourth General Engineering Service Agreement for a period ending June 30, 2017 with Eng., Inc. (Lansing, MI).

I also recommend renewal and approval of the three current General Engineering Service Agreements for a period ending June 30, 2017. Specifically, it is recommended that City Council approve renewals with:

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

The agreements have been approved by the city manager as to substance and form. Approval of the new contract will be handled as a separate item from the renewals.

BACKGROUND:

On December 17, 2013, the city of Owosso received written proposals from fourteen engineering firms to provide general engineering services to the City. The proposals were evaluated and scored by a committee of city staff using a quality based selection procedure. This process was necessary to fulfill a requirement to receive future federal and state funding through MDOT and other state agencies. The criteria used to evaluate proposals included the firm's reputation, staffing, ability to meet schedule and budget control. The five highest scored firms were interviewed in person to determine the final ranking. It was then recommended to enter into contracts with the three highest ranked firms. Now it is recommended to enter into an additional contract with the fourth highest ranked firm, Eng., Inc. and entertain proposals from them for future projects. The term for the Eng., Inc. agreement will also be renewed annually through June 30, 2017.

On March 17, 2014, City Council approved Agreements for Professional Engineering Services with Spicer Group, Inc., Fishbeck, Thompson Carr & Huber, Inc., and Fleis & Vandenbrink, Inc. These agreements are to be renewed annually through June 30, 2017. These services are necessary to support engineering staff in carrying out the duties and responsibilities of the Engineering Division whenever workload demands the addition of the consultant's staff and expertise. All three firms have satisfactorily performed services for the city in the past.

FISCAL IMPACTS:

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

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES WITH
ENG., INC.**

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

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

WHEREAS, in March of 2014 the Spicer Group, Fishbeck Thompson Carr & Huber Inc., and Fleis & Vandenbrink Engineering Inc. were placed under contract to serve as a pre-qualified pool of bidders; and

WHEREAS, it has been determined that a fourth firm should be added to the pool and Eng., Inc. has been determined as the next most qualified to perform engineering services through this process.

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

FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firm of Eng., Inc. to provide professional engineering services for future engineering projects; and

SECOND: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit D, Agreement for Professional Engineering Services with Eng., Inc.; and

THIRD that the city manager of the city of Owosso is hereby instructed to receive cost proposals from each of the four firms listed above for future projects and make recommendation to the City Council for acceptance and award in accordance with the city of Owosso Purchasing Policy for a period renewed annually through June 30, 2017.

EXHIBIT A TO RESOLUTION ___-2016

AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
ENG., INC.

THIS IS AN AGREEMENT made on **June 6, 2016** between the city of Owosso, hereinafter referred to as the "owner," and **Eng., Inc.** with its principal place of business at **4063 Grand Oak Drive, Suite A109, Lansing, MI 48911** hereinafter referred to as the "engineer."

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

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

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

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

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

1.1 General

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

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

1.2 Pertaining to the Engineer's Services

1.2.1 The engineer agrees to perform all services in a thorough and professional manner and to hold the owner harmless from any liens for materials and labor furnished by the engineer in connection with the engineer's work.

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

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

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

1.2.5 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants

to the owner a nonexclusive license for the owner's use of the documents on the project. They are not intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

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

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

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

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

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

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

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

1.3 Pertaining to the Owner

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

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with

appropriate professional interpretations;

- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and
- d. permits and approvals from any authorities having jurisdiction over the project.

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

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

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

SECTION II - COMPENSATION FOR SERVICES

2.1 General

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

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

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

SECTION III - GENERAL PROVISIONS

3.1 General

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

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

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

engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

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

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

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

Approved June 6, 2016

For the engineer:
Eng., Inc.

For the owner:
City of Owosso, Michigan

By: 
Benjamin R. Frederick

By: _____
Benjamin R. Frederick
Mayor

By: 

By: _____
Amy K. Kirkland
City Clerk

Executed: May 26, 2016

Executed: _____, 2016

EXHIBIT A

INSURANCE COVERAGES

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

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

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

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

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

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

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

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

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

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

services hereunder.

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

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

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

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

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

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

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

NAME OF PARTICULAR BID OR PROJECT

PROJECT SCOPE OF WORK

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

SCHEDULE

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

COMPENSATION

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

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

Approved Month day, year

For ENGINEER:
Full legal name of engineering service

OWNER:
City of Owosso, Michigan

By: _____

By: _____
Benjamin R. Frederick
Mayor

By: _____

By: _____
Amy Kirkland
City Clerk

Executed: _____, 2014

Executed: _____, 2014

EXHIBIT B GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

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

2. BID ACCEPTANCE

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

3. PAYMENT

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

4. BID DEFAULT

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

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

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

7. SPECIFIC SPECIFICATION

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

8. HOLD CITY HARMLESS

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

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

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

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

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

LOCAL PREFERENCE POLICY

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

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

AFFIDAVIT

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

_____ not applicable _____
Registered business address

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

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

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

Bid proposal by Eng., Inc. _____
(Name of Firm)

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

A. Corporation ; State of Incorporation Michigan _____

B. Partnership ; List of names _____

C. DBA ; State full name _____ DBA _____

D. Other ; Explain _____

Signature of Bidder *Gregory J. Marshall* Title President
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address 4063 Grand Oak Drive Suite A109 City Lansing, Michigan Zip 48911

Telephone (517) 887-1100

Signed this 27th day of May, 2016.

Bidder acknowledges receipt of the following Addenda:

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Eng., Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 4063 Grand Oak Drive, Suite A109	Requester's name and address (optional)
	6 City, state, and ZIP code Lansing, MI 48911	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
[] [] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
3 8 - 3 0 2 9 4 7 8	

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Gregory L. Marshall* Date ▶ 4/17/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2016

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C No, Ext): (800) 969-4041 E-MAIL ADDRESS: certs@pciaonline.com FAX (A/C No): (800) 969-4081	
INSURED Eng., Inc. 4063 Grand Oak Dr, Ste A109 Suite D Lansing MI 48911		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co 29424 INSURER B: Sentinel Insurance Company 11000 INSURER C: Hartford Accident & Indemnity 22357 INSURER D: Admiral Insurance Company INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 ALL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35SBWNO4548	10/18/2015	10/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			35U8GJP3822	10/18/2015	10/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			35SBWNO4548	10/18/2015	10/18/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	35WEGZL7359	10/18/2015	10/18/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			FEI-ECC-10570-03	10/18/2015	10/18/2016	Per Claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER Randy.Chesney@ci.owosso.mi City of Owosso Randy J. Chesney, PE Project Engineer City Hall - 301 W. Main St. Owosso, MI 48867	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Cosgrove/JL <i>Michael Cosgrove</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

RESOLUTION NO.

**AUTHORIZING THE RENEWAL OF AGREEMENTS
FOR PROFESSIONAL ENGINEERING SERVICES WITH
SPICER GROUP, INC.
FISHBECK, THOMPSON, CARR & HUBER, INC.
FLEIS & VANDENBRINK ENGINEERING, INC.**

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

WHEREAS, in March 2014 Council approved a series of three-year contracts with engineering firms Spicer Group, Inc., Fishbeck, Thompson, Carr & Huber Inc., and Fleis & Vandenbrink Engineering Inc. which require renewal on an annual basis; and

WHEREAS, Spicer Group, Inc., Fishbeck, Thompson, Carr & Huber Inc., and Fleis & Vandenbrink Engineering Inc., have provided the City with satisfactory services to date and renewal of their respective agreements is recommended; and

WHEREAS, the city of Owosso, Michigan has determined that it is in its best interest to select Eng., Inc. from its Quality Based Selection list of firms and also contract with them for professional engineering services for various public improvement projects in the city.

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 renew the contracts and employ the firms of Spicer Group, Inc., Fishbeck, Thompson, Carr, & Huber Inc., and Fleis & Vandenbrink Engineering Inc. to provide professional engineering services for future engineering projects.
- SECOND: that the mayor and city clerk are hereby instructed and authorized to sign the document attached as; Exhibit C-SG-3, Renewal of Agreement for Professional Engineering Services with Spicer Group, Inc..
- THIRD that the mayor and city clerk are hereby instructed and authorized to sign the document attached as; Exhibit C-FTCH-3, Renewal of Agreement for Professional Engineering Services with Fishbeck, Thompson, Carr & Huber Inc..
- FOURTH that the mayor and city clerk are hereby instructed and authorized to sign the document attached as; Exhibit C-FV-3, Renewal of Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering, Inc..
- FIFTH that the city manager of the city of Owosso is hereby instructed to receive cost proposals from each of these firms for future projects and make recommendation to City Council for acceptance and award in accordance with the city of Owosso Purchasing Policy for the period renewed through June 30, 2017.

EXHIBIT C-SG-3

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
SPICER GROUP, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Spicer Group, Inc." for the term of July 1, 2016 through June 30, 2017.

For the engineer:
Spicer Group, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Benjamin R. Frederick
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2016

Executed: _____, 2016

EXHIBIT C-FTCH-3

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Fishbeck, Thompson, Carr & Huber, Inc." for the term of July 1, 2016 through June 30, 2017.

For the engineer:
Spicer Group, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Benjamin R. Frederick
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2016

Executed: _____, 2016

EXHIBIT C-FV-3

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering, Inc." for the term of July 1, 2016 through June 30, 2017.

For the engineer:
Spicer Group, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Benjamin R. Frederick
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2016

Executed: _____, 2016



MEMORANDUM

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

DATE: June 6, 2016
TO: Owosso City Council
FROM: Mark A. Sedlak, Director of Public Services
SUBJECT: 2016-2017 Sand and Gravel Bid

RECOMMENDATION:

I recommend City Council award the 2016-2017 Sand and Gravel Bid to Constine Gravel Company who was the low bidder at \$4.49 per ton for sand and \$7.90 per ton for gravel, for a total of \$24,510.00 for fiscal year 2016-2017.

BACKGROUND:

The city requires approximately 2,100 tons per year of Class II sand, meeting MDOT specifications, for back-filling trenches excavated under the street. The 1,800 tons of gravel meets MDOT specifications for 22A gravel and is used as a layer on top of the sand for permanent street patches. In an effort to get the best possible price, the sand and gravel bids were let together. The city received four bids, with Constine Gravel Company submitting the lowest bid.

FISCAL IMPACTS:

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

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
CLASS II BACKFILL SAND AND 22A GRAVEL
WITH CONSTINE GRAVEL COMPANY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan requires backfill sand to fill underground trenches and gravel for use in permanent street patches; and

WHEREAS, the city sought bids for Class II backfill sand and 22A gravel for fiscal year 2016-2017 and four bids were received; and

WHEREAS, it is hereby determined that Constine Gravel Company is qualified to provide such product and that they have submitted the lowest responsible and responsive bid; and

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 award the 2016-2017 Sand and Gravel Bid to Constine Gravel Company in the amount of \$4.49 per ton for sand and \$7.90 per ton for gravel for fiscal year ending June 30, 2017.

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 Constine Gravel Company.

THIRD: The accounts payable department is authorized to pay Constine Gravel Company up to the contract amount upon satisfactory delivery.

FOURTH: The above expenses shall be paid from the Water Fund and Local and Major Street Funds.

CITY OF OWOSSO BID TABULATION SHEET - PAGE 1 OF 2

DATE 5/3/2016

DEPT. DPW

SUBJECT: 2016-2017 SAND & GRAVEL BID

ITEM #	DESCRIPTION	EST. QTY	UNIT	CONSTINE GRAVEL CO.		FUOSS GRAVEL COMPANY		SUMBERA EXCAVATING	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	CLASS II BACKFILL SAND	2,100	TONS	\$ 4.900	\$ 10,290.00	\$ 4.740	\$ 9,954.00	\$ 5.700	\$ 11,970.00
2	CERTIFIED 22A GRAVEL	1,800	TONS	\$ 7.90	\$ 14,220.00	\$ 8.84	\$ 15,912.00	\$ 9.75	\$ 17,550.00
				SEE BID FOR EXCEPTIONS		SEE BID FOR EXCEPTIONS			
TOTAL BID				\$	24,510.00	\$	25,866.00	\$	29,520.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE: \$24,510.00 \$25,866.00 \$29,520.00

DEPT. HEAD: MARKA EDWIK

GENERAL LIABILITY INSURANCE EXPIRATION DATE: 9/30/16

AWARDED: _____

PURCH. AGENT: [Signature]

WORKERS COMPENSATION INSURANCE EXPIRATION DATE: 4/30/17

COUNCIL APPROVED: _____

STAFF REC.: CONSTINE GRAVEL

SOLE PROPRIETORSHIP EXPIRATION DATE: —

PO NUMBER: _____

SUBJECT: 2016-2017 SAND & GRAVEL BID

SEARLES CONSTRUCTION									
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	CLASS II BACKFILL SAND	2,100	TONS	\$ 6.120	\$ 12,852.00		\$ -		\$ -
2	CERTIFIED 22A GRAVEL	1,800	TONS	\$ 9.62	\$ 17,316.00		\$ -		\$ -
				NO COMPLY/EXCEPTION CHECKLIST INCLUDED WITH BID					
TOTAL BID					\$ 30,168.00		\$ -		\$ -

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE: \$30,168.00



MEMORANDUM

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

DATE: June 6, 2016
TO: Owosso City Council
FROM: Mark A. Sedlak, Director of Public Services
SUBJECT: 3 Year Refuse Service Bid

RECOMMENDATION:

I recommend City Council award the 3-Year Refuse Service Contract to Republic Services for a three year total of \$12,746.17.

BACKGROUND:

On Tuesday, May 3, 2016, the city received three bids for refuse service at seven main city facilities. The price bid is on a yearly basis, for a three year period. Republic Services was the lowest bidder with a price of \$4,043.00 for 2016-2017; \$4,245.50 for 2017-2018; and \$4,457.67 for 2018-2019, for a total of \$12,746.17.

FISCAL IMPACTS:

The above expenses shall be paid from the General Fund.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
REFUSE SERVICE WITH
TRI-COUNTY REFUSE SERVICE, INC. D/B/A REPUBLIC SERVICES OF FLINT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that the collection and disposal of waste generated at the main city facilities is advisable, necessary and in the public interest; and

WHEREAS, the City of Owosso sought bids for the emptying of dumpsters at the main city facilities for fiscal years 2016-17, 2017-18 and 2018-19; a bid was received from Tri-County Refuse Service, Inc. d/b/a Republic Services of Flint; and it is hereby determined that Republic Services of Flint is qualified to provide such services and that they have 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 Republic Services for the collection and disposal of waste from the main City facilities in the amount of \$4,043.00 for 2016-17; \$4,245.50 for 2017-18 and \$4,457.67 for fiscal year 2018-19.
- SEDOND: 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 Republic Services.
- THIRD: The accounts payable department is authorized to pay Republic Services for work satisfactorily completed up to the bid amount.
- FOURTH: The above expenses shall be paid from the General Fund.

SUBJECT: 2016-2019 REFUSE SERVICE

ITEM #	DESCRIPTION	EST. QTY	UNIT	REPUBLIC SERVICES				WASTE MANAGEMENT			
				YEAR PRICE 2016-2017	YEAR PRICE 2017-2018	YEAR PRICE 2018-2019	3 YR TOTAL	YEAR PRICE 2016-2017	YEAR PRICE 2017-2018	YEAR PRICE 2018-2019	3 YR TOTAL
1	(6) YD CONTAINER- PUBLIC SAFETY BLDG	1	EA	\$ 720.00	\$ 756.00	\$ 794.00	\$ 2,270.00	\$ 848.64	\$ 891.07	\$ 935.62	\$ 2,675.33
2	(6) YD CONTAINER-PUBLIC WORKS GARAGE	1	EA	\$ 1,053.00	\$ 1,106.00	\$ 1,161.00	\$ 3,320.00	\$ 1,225.65	\$ 1,286.90	\$ 1,351.24	\$ 3,863.79
3	(4) YD CONTAINER-PUBLIC WORKS GARAGE	1	EA	\$ 702.00	\$ 737.10	\$ 773.95	\$ 2,213.05	\$ 837.63	\$ 879.51	\$ 923.48	\$ 2,640.62
4	(4) YD CONTAINER-WASTEWATER PLANT	1	EA	\$ 935.00	\$ 981.75	\$ 1,030.84	\$ 2,947.59	\$ 780.00	\$ 819.00	\$ 859.95	\$ 2,458.95
5	(4) YD CONTAINER-WATER FILTRATION PLANT	1	EA	\$ 360.00	\$ 378.00	\$ 396.90	\$ 1,134.90	\$ 324.00	\$ 340.20	\$ 357.21	\$ 1,021.41
6	(4) YD CONTAINER-SOCCER FIELDS	1	EA	\$ 117.00	\$ 122.85	\$ 128.99	\$ 368.84	\$ 118.80	\$ 124.74	\$ 130.97	\$ 374.51
7	(4) YD CONTAINER-OAKWOOD BALL PARK	1	EA	\$ 156.00	\$ 163.80	\$ 171.99	\$ 491.79	\$ 158.40	\$ 166.32	\$ 174.63	\$ 499.35
TOTALS				\$ 4,043.00	\$ 4,245.50	\$ 4,457.67	\$ 12,746.17	\$ 4,293.12	\$ 4,507.74	\$ 4,733.10	\$ 13,533.96

PRICING ADJ. FOR LOCAL PURCHASING PREFERENCE

\$13,510.94

\$ 13,533.96

DEPT. HEAD: MARK A. SEDLAK

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: 6/30/16

AWARDED: _____

PURCH. AGENT: [Signature]

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: 6/30/16

COUNCIL APPROVED: _____

STAFF REC.: REPUBLIC

SOLE PROPRIETORSHIP
EXPIRATION DATE: _____

PO NUMBER: _____

SUBJECT: 2016-2019 REFUSE SERVICE

GRANGER WASTE SERVICES											
ITEM #	DESCRIPTION	EST. QTY	UNIT	YEAR PRICE	YEAR PRICE	YEAR PRICE	3 YR TOTAL	YEAR PRICE	YEAR PRICE	YEAR PRICE	3 YR TOTAL
				2016-2017	2017-2018	2018-2019		2016-2017	2017-2018	2018-2019	
1	(6) YD CONTAINER- PUBLIC SAFETY BLDG	1	EA	\$ 780.00	\$ 780.00	\$ 780.00	\$ 2,340.00				\$ -
2	(6) YD CONTAINER-PUBLIC WORKS GARAGE	1	EA	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 4,320.00				\$ -
3	(4) YD CONTAINER-PUBLIC WORKS GARAGE	1	EA	\$ 960.00	\$ 960.00	\$ 960.00	\$ 2,880.00				\$ -
4	(4) YD CONTAINER-WASTEWATER PLANT	1	EA	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,800.00				\$ -
5	(4) YD CONTAINER-WATER FILTRATION PLANT	1	EA	\$ 360.00	\$ 360.00	\$ 360.00	\$ 1,080.00				\$ -
6	(4) YD CONTAINER-SOCCER FIELDS	1	EA	\$ 150.00	\$ 150.00	\$ 150.00	\$ 450.00				\$ -
7	(4) YD CONTAINER-OAKWOOD BALL PARK	1	EA	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00				\$ -
TOTALS				\$ 4,490.00	\$ 4,490.00	\$ 4,490.00	\$ 13,470.00	\$ -	\$ -	\$ -	\$ -

PRICING ADJ. FOR LOCAL PURCHASING PREFERENCE

\$14,278.20



MEMORANDUM

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

DATE: June 1, 2016

TO: City Council

FROM: Mark Mitchell, Public Works Superintendent

SUBJECT: Purchase of:
One (1) Backhoe mounted Hydraulic Pavement Breaker - Atlas Copco EC80T
One (1) Backhoe mounted Hydraulic Compactor – Atlas Copco HC450
One (1) Portable Air Compressor – Atlas Copco XAS 185 KD T4F
Via State of Michigan MIDeal Contract #071B1300081

RECOMMENDATION:

Staff recommends council waive the competitive bid process and approve the purchase of one (1) Atlas Copco Hydraulic Breaker at \$12,400.00, (1) Atlas Copco Hydraulic compactor at \$7,848.00, and (1) Atlas Copco Portable Compressor at \$22,840.00, from AIS Construction Equipment Corporation, for a combined price of \$43,088.00.

BACKGROUND:

It is essential to keep equipment in working order and ready for service. Purchase of the above items will allow us to replace equipment which has been in service for many, many years: hydraulic breaker - 24 yrs., hydraulic compactor - 23 yrs., and portable compressor - 36 yrs.

When the hydraulic equipment is replaced the old equipment will be offered for sale on the MITN Surplus Auction System in an attempt to receive the best possible price. The compressor being replaced will continue to be utilized as a backup to the new compressor.

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

We recommend the council approve the purchase of one (1) Atlas Copco hydraulic breaker, one (1) Atlas Copco hydraulic compactor, and one (1) Atlas Copco portable air compressor from AIS Construction Equipment Corporation in the amount of \$43,840.00 and further approve payment up to that amount upon satisfactory receipt of the equipment.

FISCAL IMPACTS:

The city is responsible for payment to MITN at 5% of the bid price for use of the system.

Document originated by: Mark Mitchell, Public Works Superintendent

RESOLUTION NO.

**RESOLUTION AUTHORIZING PURCHASE OF CONSTRUCTION EQUIPMENT
(PAVEMENT BREAKER, COMPACTOR AND AIR COMPRESSOR) FROM
AIS CONSTRUCTION EQUIPMENT CORPORATION
UTILIZING MIDEAL CONTRACT #071B1300081**

WHEREAS, the City of Owosso, Shiawassee County, Michigan Public Works Department requires the use of pavement breakers, compactors, and compressors and has established a purchasing cycle to maintain a healthy collection of equipment; and; and

WHEREAS, city ordinance section 2-345(3) provide for an exception to competitive bidding when the best interest of the city would be served by jointly purchasing with another governmental unit; and

WHEREAS, it is hereby determined that the public interest would be best served by executing a joint purchase through State of Michigan Contract # 071B1300081 with AIS Construction Equipment Corporation for the purchase of (1) Atlas Copco EC80T Hydraulic Breaker, (1) Atlas Copco HC450 Hydraulic Compactor and (1) Atlas Copco XAS 185 KD T4F Portable Compressor.

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 the following construction equipment from AIS Construction Equipment Corporation using State of Michigan Contract No. 071B1300081:

1	Atlas Copco EC80T Hydraulic Breaker	\$12,400.00
1	Atlas Copco HC450 Hydraulic Compactor	\$7,848.00
1	Atlas Copco XAS 185 KD T4F Portable Compressor	\$22,840.00

SECOND: The Deputy Director of Public Services is hereby instructed and authorized to execute any documents necessary to complete said purchase.

THIRD: Payment is authorized to AIS Construction Equipment Corporation in the total amount of \$43,840.00 upon delivery and acceptance of above construction equipment. Payment shall be made for equipment as it becomes available and accepted.

FOURTH: Said purchases shall be paid for using funds from the Revolving Equipment Fund.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 9
 to
 CONTRACT NO. 071B1300081
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Ais Construction Equipment Corp 3600 N. Grand River Lansing MI, 48906	Jeff Ely	jely@aisequip.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	517-321-8000	*****0905

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Smith, Dan	517-334-7767	smithd4@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufourey@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Heavy Equipment Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2013	2 - 1 Year	March 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 30 days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	9 Months	12/31/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,100,000.00		\$ 1,000,000.00	\$5,100,000.00	

DESCRIPTION:

Effective March 15, 2016, this contract is extended 9 months; and is increased by \$ 1,000,000.00. The revised contract expiration date is December 31, 2016. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request, DTMB Procurement approval, and State Administrative Board approval on March 15, 2016.



EC 70 T		EC 80 T	
4.2–9.0 t	9,259–19,842 lbs	5.2–12.0 t	11,464–26,455 lbs
275 kg	606 lbs	370 kg	816 lbs
45–75 l/min	11.9–19.8 gpm	60–90 l/min	15.8–23.8 gpm
100–140 bar	1,450–2,030 psi	120–150 bar	1,740–2,175 psi
18 kW	24 hp	23 kW	31 hp
530–1,200 bpm		530–1,000 bpm	
70 mm	2.76 in	80 mm	3.15 in
114 dB(A)		115 dB(A)	
86 dB(A)		87 dB(A)	



HC 450: Hydraulic compactors for carriers from 4 up to 9 t weight

1826 1017 48



[Create PDF sheet](#)

[Request information](#)

Mining & Rock Excavation - MR
+966 (02) 693 3357 - Ext. 105
[Send an email](#)

QUICK LINKS

- [Atlas Copco Print Shop](#)
- [Atlas Copco Multimedia Gallery](#)
- [Atlas Copco Compaction Equipment](#)

[Product information](#)

[Related products](#)

[Leaflets](#)

The Atlas Copco range of hydraulic compactors covers a broad spectrum of applications and customer needs. They are designed for compacting soil, trenches and slopes and also for diving and extracting piles. With rig-mounted hydraulic compactors from Atlas Copco, there is no need for personnel in the direct area of operations, thus reducing noise and safety risks. Work in trenches in particular is made safer.

Features & benefits

- Plug and play, no special installation required
- Integrated input flow and pressure control to prevent overload
- Flat top mounting base for versatility
- Practically maintenance free thanks to PermanentLube
- Removeable base plate

Technical data

Units: [Metric](#) [Imperial](#)

Technical Specifications	
Carrier weight class	8818 - 19842 lb
Service weight	948 lb
Oil flow	1205 gpm
Operating pressure	2176 psi
Vibrating force	-
Vibrating frequency	2200 n/min
Baseplate size (width)	24 inch
Baseplate size (length)	36 9/16 inch
Plate coverage	-
Height	24 15/32 inch

You may also be interested in



[Cobra & Compactor IMPACT-OIL](#)



[Cobra & Compactor IMPACT-OIL](#)

XAS 185 KD T4F

Portable compressor



Standard Scope of Supply

The Atlas Copco **XAS 185 KD T4F** is a single-stage oil-injected rotary screw type air compressor, powered by a liquid-cooled, four cylinder diesel engine.

The unit consists of an air end, diesel engine, cooling circuit, air/oil separation and control systems - all enclosed within a sound dampened HardHat™ polyethylene shell or powder coated steel enclosure.

A broad range of undercarriage formats, factory and locally installed options are available.

Special attention has been given to the overall product quality, user friendliness, ease of serviceability, and economical operation to ensure best in class cost of ownership.

Available Models

XAS 185 KD Steel	single stage - 100 psi – Kubota engine
XAS 185 KD HardHat™	single stage - 100 psi – Kubota engine

Standard Features

- 49Hp Engine with 185 CFM Free Air Delivery
- Low Fuel Shutdown

Benefits

- 185 CFM free air delivery @ 2.3Gal/hr (8.7L/hr)
- Direct drive compressor, no gearbox required which saves horsepower and fuel
- Reduces downtime on site when operator runs out of fuel as there is no longer a need to “re-prime” the fuel system

Optional Features

- HardHat™ Enclosure
- Hose reels and external tool box
- Heavy Duty Single Axle Trailer w/ 15" tires

Benefits

- Heavy ¼" double wall polyethylene enclosure
- Dent and UV Resistant
- Keeps looking new for longer and adds to resale value
- [Click here to watch our HardHat video online!!!](#)
- Keeps all of the customer's hoses and tools in the same place, great for municipal bids.
- Well balanced for safer towing or moving around site
- High ground clearance for rough site and road conditions

Technical Data

Compressor	Units	XAS 185 KD T4F
Actual free air delivery ¹ (FAD)	cfm	185
Normal effective working pressure	Psi	100
Maximum unloading pressure	Psi	125
Minimum working pressure	Psi	58
Max. sound pressure level @ 23' (7m) at normal working speed & pressure ²	dB(a)	76
Compression Stages		1
Air Receiver Capacity	US Gal (L)	4.4 (16.7)
Compressor oil capacity	US Gal (L)	2 (7.7)
Approximate air outlet temperature	°F (°C)	200 (93)
Air Compressor outlets		2 x ¾"
Max. ambient temperature (at sea level) ³	°F (°C)	120 (50)
Maximum altitude	ft (m)	TBA
Minimum starting temperature (without cold weather options)	°F (°C)	14 (-10)
Minimum starting temperature (with cold weather options)	°F (°C)	TBA

Engine	Kubota	V2403-CR-E4B
Emissions Regulation	US EPA	Tier 4 Final
US EPA Engine Family		EKBXL02.4END
Output at rated speed (2700 rpm) ⁴	HP	49
Number of cylinders		4
Aspiration		Naturally aspirated
Displacement	cu in (L)	147 (2.4)
Engine speed (Unloaded)	rpm	1600
Engine speed (Maximum loaded)	rpm	2700
Engine oil capacity	US Gal (L)	2.5 (9.5)
Engine coolant capacity	US Gal (L)	2.5 (9.5)
Fuel tank capacity	US Gal (L)	20 (75)
Fuel consumption at 0% load	Gal/Hr (L/Hr)	0.94 (3.55)
Fuel consumption at 100% load	Gal/Hr (L/Hr)	2.33 (8.82)
Electrical System (Negative Ground)	V	12
Battery Capacity (Cold Cranking Amps) ⁵	A	1100

¹ According to ISO 1217 ed.3 1996 annex D

² Measured in accordance with ISO 2151 under free field conditions @ 7m distance

³ Consult Atlas Copco for proper de-rating instructions for operation beyond ambient limitations

⁴ Horsepower limited by Engine ECU

⁵ According to DIN 72311

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE
RELOCATION AND RESTORATION OF THE CURWOOD CABIN
WITH R. G. LOG BUILDERS, LLC**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that a log cabin built by James Oliver Curwood (Curwood Cabin) will be an addition to the Curwood Castle historical complex; and

WHEREAS, it is difficult to find individuals or firms with the knowledge and skill to relocate and restore a historic structure and proposals were sought through a noncompetitive process with the only proposal received being from R. G. Kenel Log Builders, LLC; and it is hereby determined that R. G. Kenel Log Builders, LLC is qualified to provide such services and that it has submitted a responsible proposal.

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 R. G. Kenel Log Builders, LLC for the relocation and restoration of the Curwood Cabin.
- SECOND: The city of Owosso recognizes the difficulty in finding individuals or firms skilled in relocating and restoring a historic structure.
- THIRD: 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 R. G. Kenel Log Builders, LLC in the amount of \$29,600.
- FOURTH: The above expenses shall be paid from the historical commission fund and the budget shall be amended to show an expenditure of \$29,600.

EXHIBIT A

Contract for Services Between

The City of Owosso

and

R.G. Kenel Log Builders, LLC

Relocation and Restoration of Curwood Cabin

June 2016

CONTRACT

THIS AGREEMENT is made on June 6, 2016, between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and R.G. KENEL LOG BUILDERS, LLC ("contractor"), a Michigan company, whose address is 13440 Ridgewood Drive, St. Charles, Michigan 48655.

Based upon the mutual promises below, the contractor and the city agree as follows:

ARTICLE I - Scope of work

The contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project which includes the relocation of the Curwood Cabin from 1825 Osaukie to Castle Park at 226 Curwood Castle Drive, a distance of approximately three miles, where the cabin will be placed and restored in accordance with proposal dated May 25, 2016 (attached) and plans prepared by H2A Architects (attached).

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract not to exceed Twenty-nine thousand six hundred dollars (\$29,600.00). No additional work shall be performed unless a change order is issued by the city.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

ARTICLE III – Assignment

This contract may not be assigned or subcontracted without the written consent of the city.

ARTICLE IV - Choice of law

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE V - Relationship of the parties

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VI – Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

ARTICLE VII - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney’s fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor’s behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city’s sole negligence.

ARTICLE VIII Damage Liability and Insurance

The contractor shall save harmless and indemnify the city and its employees against all claims for damages to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers’ compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers’ compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the city copies of completed certificates, of insurance acceptable to the city naming the city as an insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owners of premises on or near which construction operations take place.
- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily injury and property damage liability:
 Each occurrence: \$1,000,000
 Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for: a) underground damage to facilities due to drilling and excavating with mechanical equipment and b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- d. Owners’ protective liability - Bodily injury and property damage protection shall be extended to the city.
- e. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily injury liability:
 Each person: \$ 500,000
 Each occurrence: \$1,000,000

Property damage liability:
 Each occurrence: \$1,000,000

Combined single limit for bodily injury and property damage liability:
 Each occurrence: \$2,000,000

- f. Notice - The contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the city. All such insurance must include an endorsement under which the insurer shall agree to notify the city immediately of any reduction by the contractor. The contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.
- g. Reports - At the request of the city, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

ARTICLE IX-Contractor's Responsibility for Work

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

ARTICLE X-Payment

The city will pay \$14,800.00 upon both parties executing this contract with the balance to be paid in 12 monthly payments of \$1,233.33 beginning upon the successful completion of the Phase 2 restoration. Monthly payments will be made routinely without the need for requests.

ARTICLE XI-Owner's Right to do Work

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

ARTICLE XII-Definition of Notice

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

ARTICLE XIII-Equal Employment Opportunity and Other Clauses

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

ARTICLE XIV - Entire agreement

This contract represents the entire understanding between the city and the contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR CONTRACTOR

By _____

Its: _____

Date: _____

THE CITY OF OWOSSO

By _____

Its: Benjamin R. Frederick, Mayor

Date:

By _____

Its: Amy K. Kirkland, City Clerk

Date:

ESTIMATE



Owosso Historical Commission
(Curwood)

(989) 743-0736

R.G. KENEL LOG BUILDERS LLC.

13440 Ridgewood Dr.
St.Charles, Michigan 48655

Email: grizzly1bob@gmail.com
Web: www.grizzlyone.com

Estimate # 010003
Date 05/25/2016
PO # CURWOOD

Description

Total

Relocation and Restoration \$29,600.00

Robert V. Duran , Historic Facilities Director

Phase 1. Transport

Relocate a 13' X 13' rustic log structure approximately 3 miles to new site near Curwood Castle Owosso.

Brace and stabilize structure. Lift with special fabricated lifting equipment, put on wheels, beams, and braces.

Move off existing foundation, cut tree branch (s) necessary to free structure for travel.

Equipment use , tele- handler ,trucking, fuel.

Move to site using city streets

Install footings and post per engineers recommendation.

Build floor system per spec.

Phase 2. Restoration

Replace recommended decayed logs.

Evaluate any logs any transport for repairs,

Replace thresh hold at doorway, window trim as needed.

Engineered Fastners throughout repairs.

Phase 3. Chink

Remove all chinking, as it is cracked and missing.

Apply fungicide, exterior and interior.

Apply borates,

Apply Sashco chinking, new age, flexible. Apply backer rod. (Old method cement , mix recipe .
EXTRA COST \$2650.00)

May recommend to let structure sit for a month or so to "settle and acclimate " to its new site before applying chinking. Cracking may occur.

**Exclusions : City responsibility , Or not bid at this time.

Removing existing foundation.

Repairing lawns at both sites, tire tracks, etc

DNR , DEQ , building permits, transport permits,

electric overhead line moving cost.

Escort while moving.

All work is weather permitting.

Any delays in paper work , permits will be at clients additional .cost

Materials, labor, equipment. \$29,600.00

Payment as follows, 1/2 \$14,800.00 due at signing, 1/4 \$7400.00 due at completion of building reset. 1/4 \$7400.00 at completion.

ALL EXTRA WORK ORDERS Will Be in writing and signed by both parties.

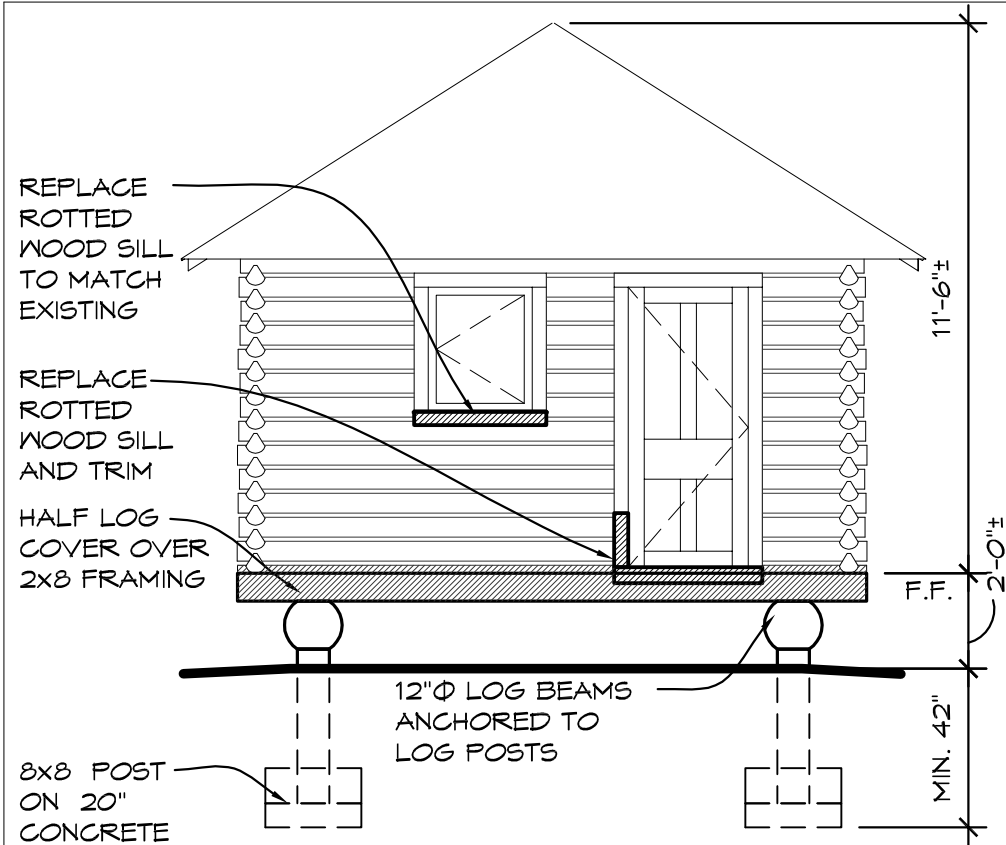
Dates to be determined and scheduled upon acceptance and remittance of proposal .

THANK YOU FOR GIVING ME THE OPPORTUNITY TO BID THIS PROJECT
R.G. KENEL
WWW.GRIZZLYBOBCABINFEVER.COM
Grizzly1bob@gmail.com
989-980-2725. Cell

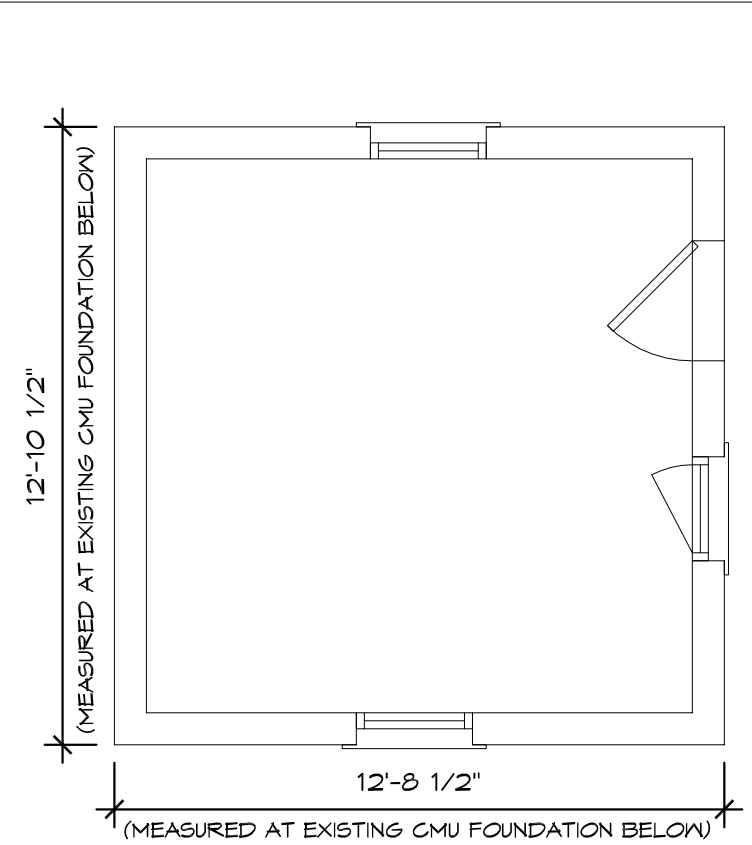
Subtotal	\$29,600.00
Total	\$29,600.00

R.G. KENEL LOG BUILDERS LLC.

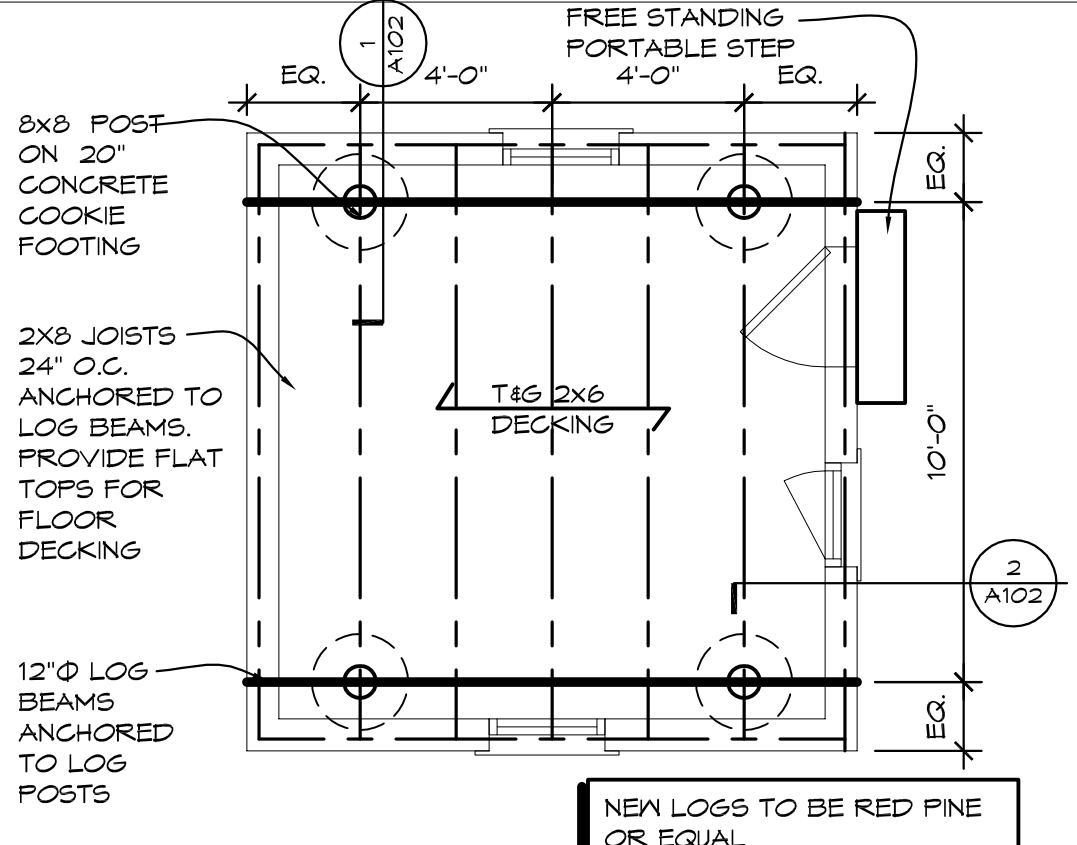
Owosso Historical Commission (Curwood)



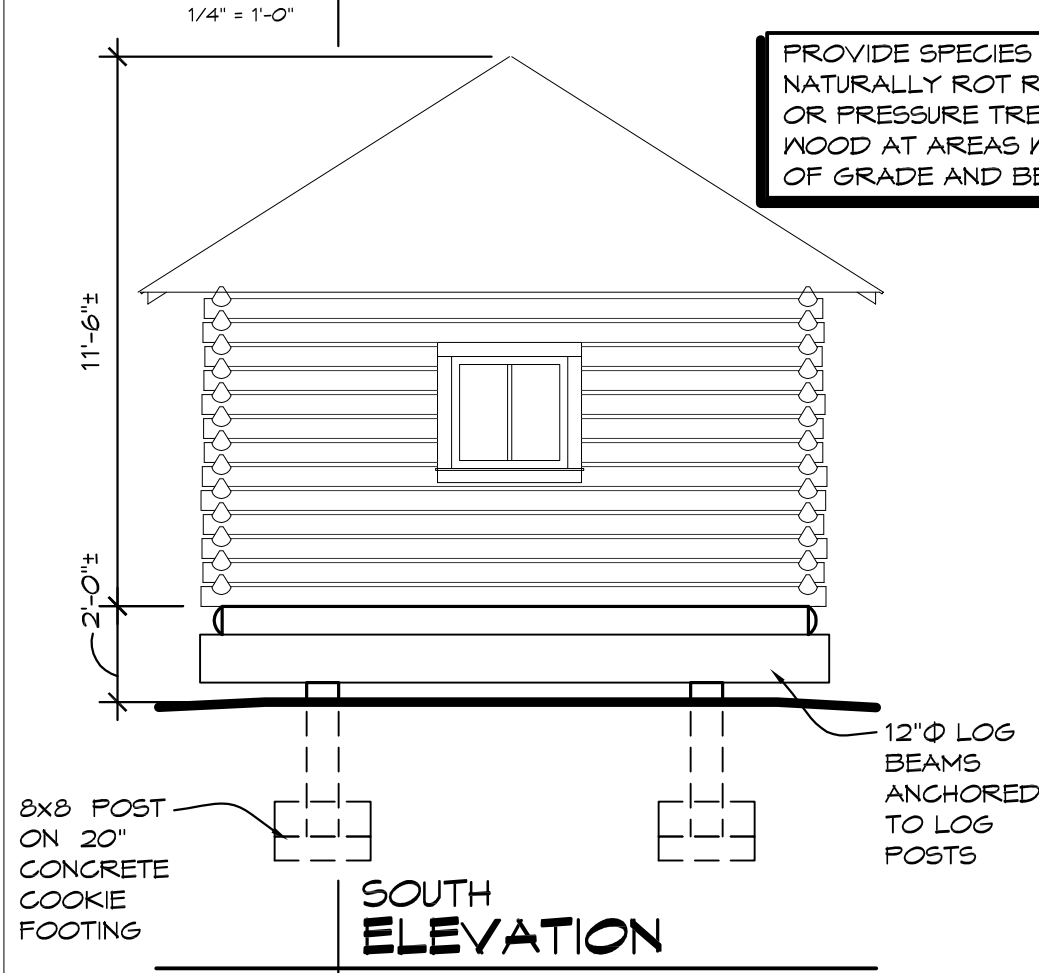
EAST ELEVATION



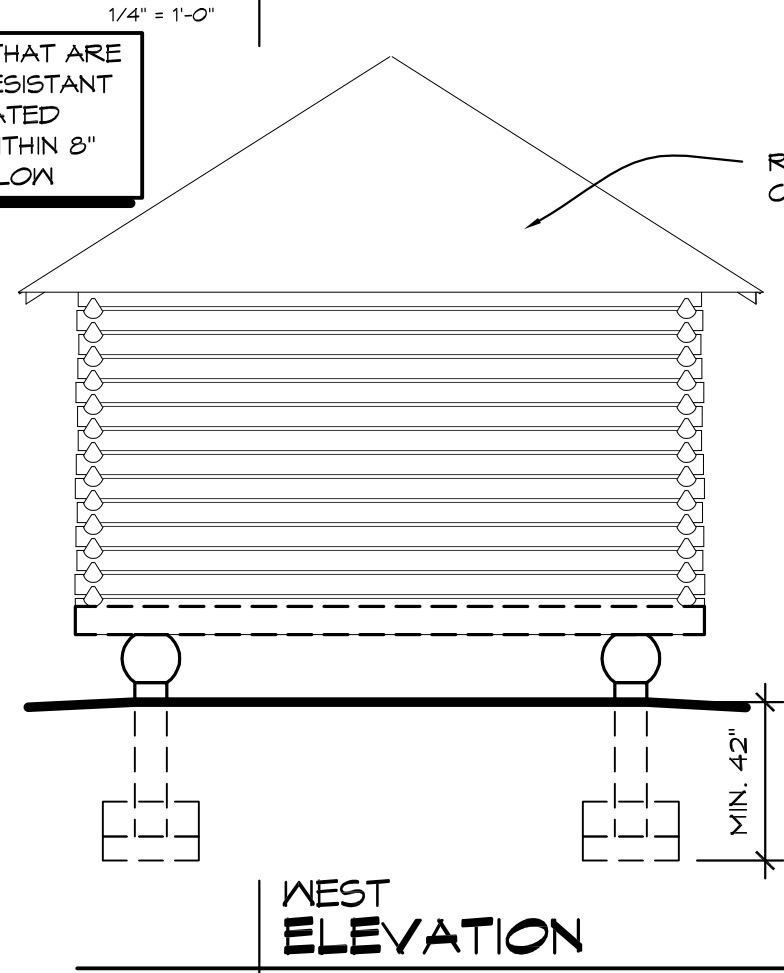
EXISTING FLOOR PLAN



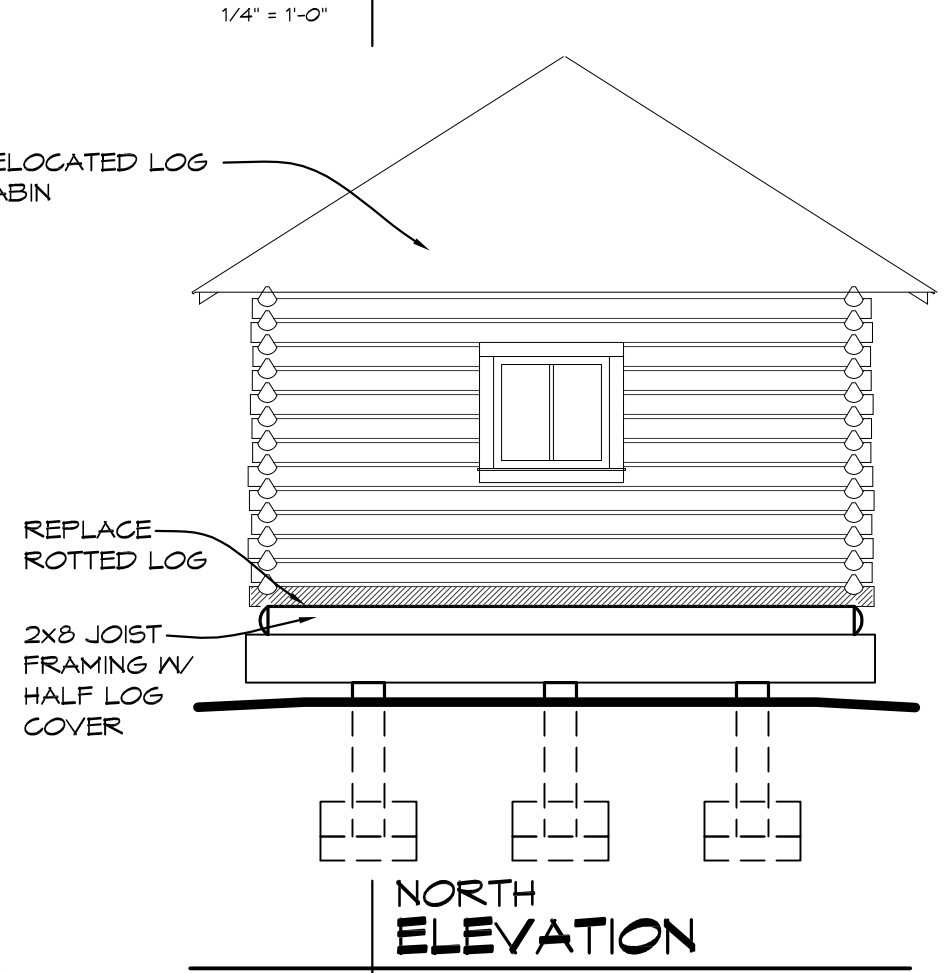
FLOOR FRAMING PLAN



SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION

PROVIDE SPECIES THAT ARE NATURALLY ROT RESISTANT OR PRESSURE TREATED WOOD AT AREAS WITHIN 8" OF GRADE AND BELOW

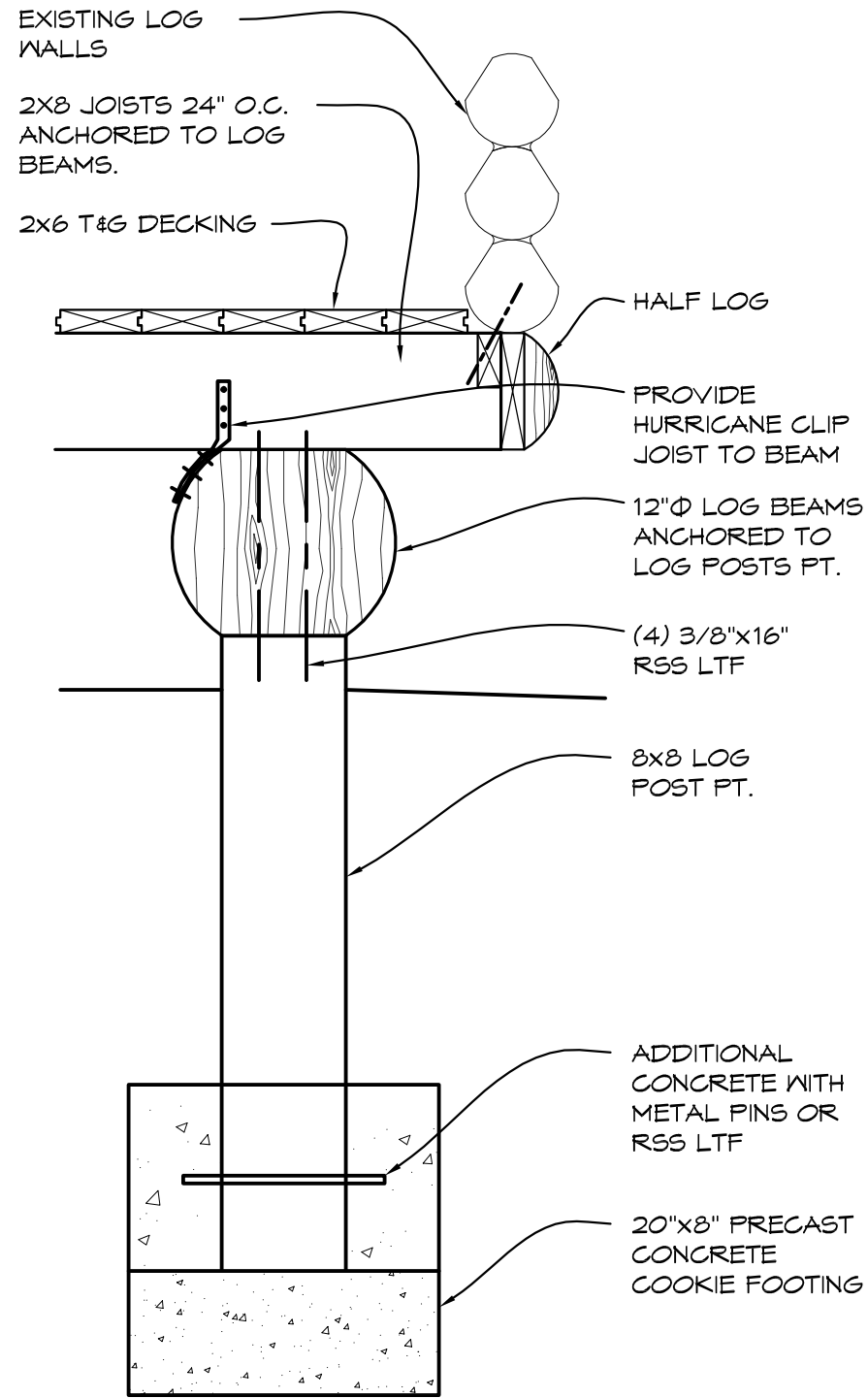
NEW LOGS TO BE RED PINE OR EQUAL

PROJECT NO. 16-102
 DRAWN BY EHD
 CHECKED JSH
 DATE 5-31-2016
 A101

H2A architects
 9100 Lapeer Rd., Suite B
 Devotion, MI 48423
 (810) 412-5640

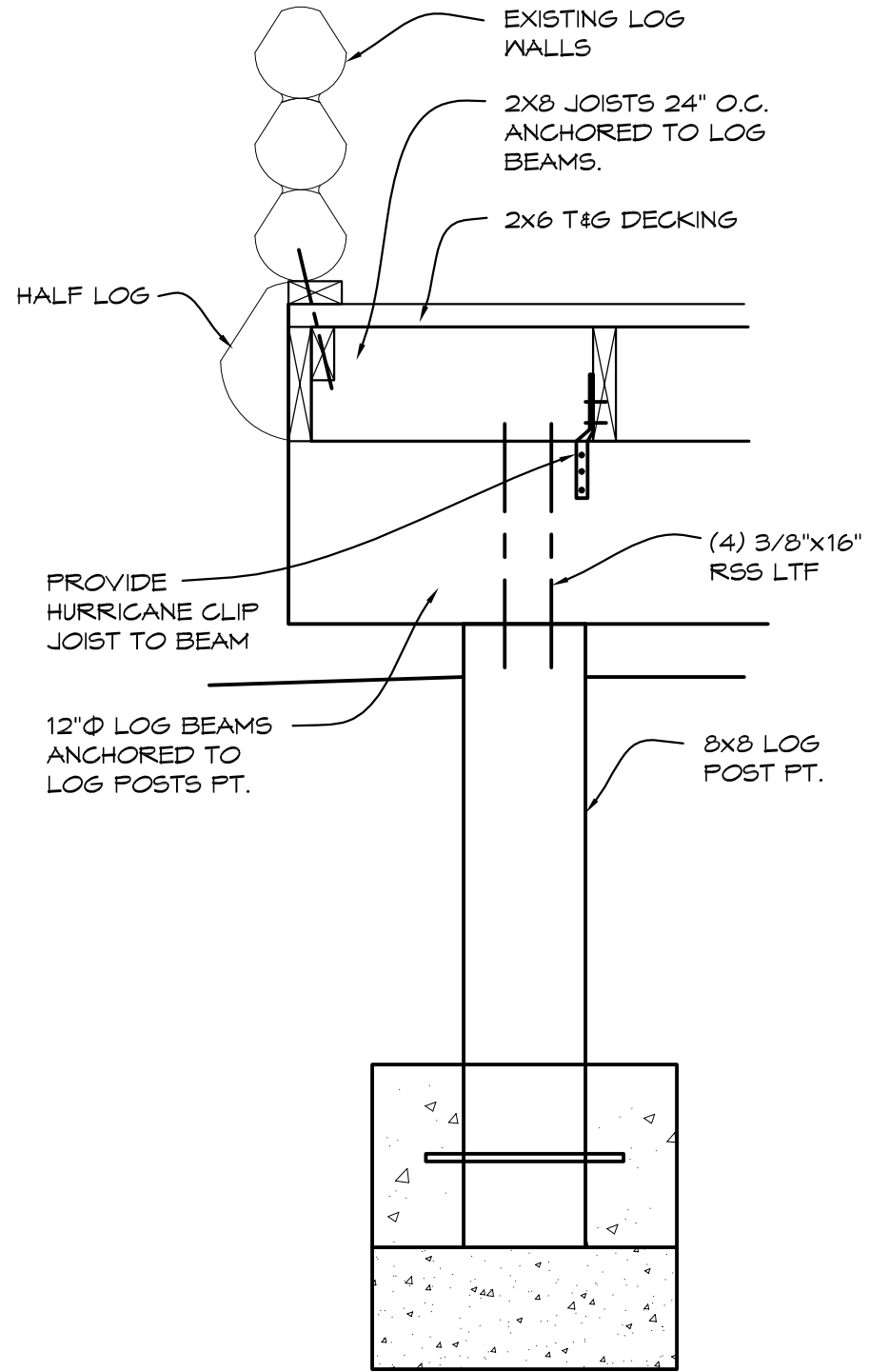
RELOCATION DRAWINGS FOR:
CURWOOD CABIN
ONOSSO MICHIGAN

FINAL DRAFT 5-31-16



1 | WALL SECTION

1" = 1'-0"



2 | WALL SECTION

1" = 1'-0"

A102

PROJECT NO.
16-102

DRAWN BY
EHD

CHECKED
JSH

DATE
5-31-2016

RELOCATION DRAWINGS FOR:
CURWOOD CABIN
ONOSSO MICHIGAN

FINAL DRAFT 5-31-16



RESOLUTION NO.

AUTHORIZING THE PLACEMENT OF A BANNER ACROSS THE COLUMNS OF OWOSSO CITY HALL FOR THE DURATION OF THE HISTORICAL EXHIBITION “MADE IN OWOSSO”

WHEREAS, “Made in Owosso” is a once in a lifetime, 12-week historic exhibition presented and curated by the Owosso Historical Commission (OHC) and the Shiawassee Arts Center (SAC). The free exhibition will showcase many of the manufacturing and retail companies and products that have made the city of Owosso unique over the course of 150+ years; and

WHEREAS, In order to realize the full scope and potential of an exhibition like “Made in Owosso,” the Owosso Historical Commission has reached out to 12 organizations and nonprofits in Owosso, the first time in recent history that this number has partnered to share concepts, ideas and resources. Every weekend during the exhibition, “Made in Owosso” will feature one of the organizations with special events – in Curwood Castle Park and at their locations. The organizations are:

DeVries Nature Conservancy
Downtown Owosso Farmers Market
Friends of the Shiawassee River
Owosso Community Players
Owosso Main Street
Owosso Kiwanis Club

Shiawassee County Convention and Visitors Bureau
Shiawassee District Library – Owosso
Shiawassee Historical Society
Steam Railroading Institute
Shiawassee Regional Chamber of Commerce
Owosso Rotary Club; and

WHEREAS, In the past, historic preservation had been considered a luxury practice, but in recent years, research of the economic and public benefits have proven that it is a powerful tool in sustaining local economies, creating jobs, and generating capital. The aesthetic, cultural and historical benefits of preservation are well known, but now communities like Owosso are fully realizing the overwhelming positive economic effects; and

WHEREAS, The Owosso Historical Commission – as an arm of the City of Owosso – is seeking permission to hang a 4’X29’ banner on the columns of Owosso City Hall for the duration of “Made in Owosso,” beginning on Friday, June 10, 2016 and ending on Monday, September 19, 2016.

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

FIRST: The City of Owosso has thereto determined that it is advisable and in the public interest to allow the Owosso Historical Commission to hang a banner from the columns of Owosso City Hall for the duration of “Made in Owosso.”

SECOND: The banner will hang from the columns of City Hall beginning on Friday, June 10, 2016 and will be removed at the end of the exhibition on Monday, September 19, 2016.

RESOLUTION

AUTHORIZING THE PLACEMENT OF A BANNER ACROSS THE COLUMNS OF OWOSSO CITY HALL FOR THE DURATION OF THE HISTORICAL EXHIBTION "MADE ON OWOSSO"

ATTACHMENT A:





MEMORANDUM

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

DATE: June 2, 2016

TO: Mayor Frederick and city council members

FROM: Susan Montenegro, Asst. city manager/director of community development

SUBJECT: Amending the Brownfield Redevelopment Grant agreement with the Michigan Department of Environmental Quality (MDEQ) for 910 East Main Street, Owosso, also known as the Owosso Qdoba Retail site, Brownfield Plan for District #16, increasing the grant from \$249,000 to \$452,000 to cover additional costs for shoring installation and excavation of the site.

RECOMMENDATION:

Staff recommends accepting \$203,000 in additional funding from the MDEQ, raising the original grant amount from \$249,000 to \$452,000.

BACKGROUND:

The city entered into a grant agreement with the Michigan Department of Environmental Quality October 19, 2015. The original grant amount for the remediation process was \$249,000. Bids for the work covered under the grant came in substantially higher; therefore, MDEQ has amended their original grant amount to include an additional \$203,000 in funding resulting in a new grant amount of \$452,000.

FISCAL IMPACTS:

There will be no fiscal impacts to the city due to this being a grant for the project.

Document originated by: Susan Montenegro

RESOLUTION NO.

**AUTHORIZING AMENDMENT NO. 1 TO THE
BROWNFIELD REDEVELOPMENT GRANT CONTRACT
WITH THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
FOR BROWNFIELD REDEVELOPMENT DISTRICT #16**

WHEREAS the Michigan Department of Environmental Quality provides grants to communities through its Brownfield Redevelopment Grant Program for environmental response activities; and

WHEREAS the city received a Brownfield Redevelopment Grant to facilitate the remediation of the property at 910 East Main Street, also known as Brownfield District #16; and

WHEREAS the cost for shoring installation and excavation is higher than originally planned, requiring additional funding from the Michigan Department of Environmental Quality in the amount of \$203,000.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the city manager to accept additional grant funding for this specific project in the amount of \$203,000, changing the total amount of the grant from the Michigan Department of Environmental Quality from \$249,000 to \$452,000.



**OWOSSO QDOBA AND RETAIL PROJECT
 AMENDMENT TO THE CLEAN MICHIGAN INITIATIVE BROWNFIELD REDEVELOPMENT GRANT
 CONTRACT BETWEEN THE
 MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
 AND THE
 CITY OF OWOSSO**

This Amendment modifies the grant contract between the Michigan Department of Environmental Quality, (hereafter "State"), and the City of Owosso (hereafter "Grantee"), signed by the State on March 31, 2016, for the Owosso Qdoba and Retail Project. This Amendment does not take effect until signed by both parties.

The revisions to the grant contract are limited to those specified below. All other provisions of the contract remain in effect.

COMPENSATION (BUDGET)

The State and the Grantee agree to the budget modifications described below.

The budget will be modified to increase the grant amount by \$203,000.

Task	Original Grant Budget	Revised Grant Budget
Due Care	\$249,000	\$452,000
Project Total	\$249,000	\$452,000

AUTHORIZED SIGNATURES

The individuals below certify by their signatures that they are authorized to sign this Grant Amendment on behalf of their agencies and agree to the changes included herein. This Amendment will go into effect upon signature of the State.

FOR THE GRANTEE:

FOR THE STATE:

 Authorized Signature

 Signature

Benjamin R. Frederick

 Name

Robert Wagner

 Name

Mayor, City of Owosso

 Title

Chief, Remediation and Redevelopment Division

 Title

 Date

 Date



MEMORANDUM

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

DATE: June 2, 2016
TO: City Council
FROM: Glenn M. Chinavare, Utility Director
SUBJECT: Proposed Water & Sewer Rate Schedule for FY 2016 - 2017

RECOMMENDATION:

Adoption of revised water and sewer rates per proposed resolution, and authorization to charge customers for said rates beginning the first quarter billing period for FY2016 - 2017.

BACKGROUND:

Attachment (1) is the proposed water and sewer rate schedule for the fiscal year beginning July 1, 2016. The proposed rate changes are in line with the projections previously approved by Council and included in the preparation of the water and sewer fund budgets for FY 2016-17.

The Water Main Capital (i.e. Replacement) Charge will increase \$1.00 (from \$12.00 to \$13.00 per quarter for residential customers - larger in proportion to metered service size), which is intended to generating additional revenue for planned water main and lead service line replacements

The in-town Water Demand Charge would remain the same at \$32.00 per quarter for a typical residential user, with no increase for other larger metered services. The out-of-town Water Demand Charge will remain the same at \$64.00 per quarter (with 25% of the revenue going to the Township for water main replacement in the Township).

The in-town Water Usage Charge would increase from \$1.80 to \$1.90 per meter unit (100 cubic feet or about 750 gallons). The out-of-town rate would increase from \$3.60 to \$3.80 per unit (again with 25% of the revenue going to the Township). The wholesale rate to the City of Corunna would increase by the same percentage. This increase is necessary to cover increasing rates and costs for power and chemicals and lime residual management and is needed to offset declining metered water sales.

The Sewer Usage Charge would increase from \$2.20 to \$2.30 per unit of metered water. This applies only to City customers as the Townships and Corunna separately bill their own retail customers. Costs for the Mid-County Wastewater Treatment Plant are shared on a wholesale basis between the 4 mid-County local units of government. The increase in the Sewer Usage Charge is necessary to cover the City share (about 70%) of the cost of the plant operation and in part is needed to offset declining usage revenues due to reduction in metered water use.

The changes to the Water & Sewer Rate Schedule are briefly described below in attachment (2). The changes would not apply to the June 30, 2016 billing but would be in effect for the September 30, 2016 quarterly billing.

FISCAL IMPACTS:

These above changes will result in an overall 3.5% increase in a typical residential water bill beginning with the quarterly billing ending September 30, 2015. The increase is less than the CPI (consumer price index) for utilities, which averages on the order of 5% per year.

Document originated by: Glenn M. Chinavare, Utility Director

Attachments: (1) Resolution
(2) Annual Owosso Rate Comparisons

RESOLUTION NO.

**WATER AND SEWER RATE SCHEDULE
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2016**

"Pursuant to Sections 34-248. Water Rates, and 34-249. Sewer Rates, of Article V, of Chapter 34, of the Owosso City Code, the City Council does hereby resolve that the following rate schedule for water and sewer service shall be in effect for the City fiscal year beginning July 1, 2016 and continuing thereafter until modified or replaced by further Council action. Bills issued with a nominal bill date of June 30, 2016 covering the quarter from April to June 2015 shall be billed under the previous rate schedule. All previous resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed following the effective date of this schedule."

**CITY OF OWOSSO
WATER AND SEWER RATE SCHEDULE
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2016**

I. QUARTERLY WATER AND SEWER RATES

In-town quarterly water service charges consist of: a demand charge based on water meter size (see table below), a capital charge dedicated for water main replacement, and a metered usage charge. One meter unit is equal to 100 cubic feet of water or about 750 gallons. Rates for retail out-of-town water service are double the in-town rate, except that the capital charge does not apply to out-of-town customers where the respective Township separately finances water main replacement. Twenty five percent of the out-of-town revenue is collected for and transferred to the respective Township for use in replacing and improving their water distribution system.

Quarterly sewer charges consist of a demand charge based on the water meter size (see table below) and a sewer usage charge based on metered water consumption. The City has no retail out-of-town sewer service.

Bills are issued on a quarterly basis and, if not paid by the due date as shown on the billing, a late payment charge of ten percent (10%) of the current amount due may be added for failure to make prompt payment.

QUARTERLY WATER SERVICE CHARGE:

- In-town: In-town Water Usage Charge of **\$1.90** per meter unit plus In-town Water Demand Charge plus Capital Charge from Table below.
- Out-of-town: Out-of-town Water Usage Charge of **\$3.80** per meter unit plus Out-of-town Water Demand Charge from Table below.

QUARTERLY SEWER SERVICE CHARGE:

Sewer Usage Charge of **\$2.30** per unit plus Sewer Demand Charge from Table below.

For residential customers without metered water service, the quarterly sewer charge shall be **\$81.20** per residential unit.

**WATER AND SEWER RATE SCHEDULE
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2016
(page 2 of 3)**

QUARTERLY DEMAND CHARGE TABLES

A. Potable Water & Sewer Service

Water Meter Size	Water Demand	Water CAPITAL	Sewer Demand	Combined In-Town	Water Only (Out-of-town)
5/8"	\$32.00	\$ 13.00	\$ 26.00	\$ 71.00	\$ 64.00
3/4"	48.00	19.50	39.00	106.50	96.00
1"	80.00	32.50	65.00	177.50	160.00
1.5"	160.00	65.00	130.00	355.00	320.00
2"	256.00	104.00	208.00	568.00	512.00
3"	480.00	195.00	390.00	1,065.00	960.00
4"	800.00	325.00	650.00	1,775.00	1,600.00
6"	1,600.00	650.00	1,300.00	3,550.00	3,200.00

For a residential user with a second 5/8" meter on a single service line for water only irrigation service, the user shall be charged a single water demand and capital charge equivalent to a 3/4" metered service on a year round basis.

The demand charge for multiple residential units served by a single water meter shall be based on actual meter size provided the meter meets the minimum size requirement per the following table:

<u>Number of Apartments</u>	<u>Minimum Meter Size</u>
1 - 3	5/8"
4 - 7	3/4"
8 - 11	1"
12 - 15	1&1/2"
16 - 24	2"
24 - 48	3"
Over 48	4"

B. Fire Protection Service

<u>Riser Size</u>	<u>Quarterly Water Charge</u>		<u>Out-of-Town DEMAND</u>
	<u>In-Town DEMAND</u>	<u>CAPITAL</u>	
4 inch	\$ 48.00	\$ 18.00	\$ 96.00
6 inch	\$ 80.00	\$ 30.00	\$ 160.00
8 inch	\$ 160.00	\$ 60.00	\$ 320.00
10 inch	\$ 256.00	\$ 96.00	\$ 512.00

II. HYDRANT RENTAL CHARGES

Hydrants located outside the City of Owosso and private hydrants maintained by the City of Owosso shall be subject to an annual hydrant rental charge of \$155.

**WATER AND SEWER RATE SCHEDULE
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2016
(page 3 of 3)**

III. BULK WATER CHARGES

For users with an active city water service connection, bulk water delivered by the city from hydrants or other approved outlets for such purposes as pool filling, shall be charged at the standard metered usage rate given in Section I. above along with actual labor and equipment costs with a minimum charge of \$50.00.

Other bulk water sales, such as filling tank trucks, shall be charged at the rate of \$10.00 per thousand gallons with a \$50.00 minimum charge, which includes up to 5,000 gallons, if during the normal workday at an established city delivery point. After hours bulk water sales and/or sales at other than established city delivery points, shall be charged at the rate of \$10.00 per thousand gallons plus actual labor and equipment costs.

For customers who do not prepay a \$10 service charge shall apply for invoicing.

(Note: These charges do not apply to water supplied for fire fighting).

IV. INCREMENTAL WATER AND SEWER USAGE CHARGES FOR BILLING
ADJUSTMENTS RELATED TO PLUMBING LEAKS

The incremental water and sewer usage charges shall be 50% of the normal usage charge. These incremental usage rates are for the purpose of making adjustments to significantly high bills attributable to plumbing leaks and may be applied in accordance with Guidelines separately approved by the Owosso City Council.

V. EXTRA STRENGTH WASTEWATER SURCHARGES

Extra strength wastewater surcharges shall apply to those users of the City wastewater treatment system approved for the discharge of extra strength wastewater in accordance with Section 34-170. of the Owosso City Code. The surcharge rate shall be applied to loadings in excess of the base or normal strength loading.

EXTRA STRENGTH WASTEWATER SURCHARGE SCHEDULE

<u>PARAMETER</u>	<u>BASE</u>	<u>SURCHARGE</u>
BOD-5	220 MG/L	\$0.11/pound in excess of base
TSS	300 MG/L	\$0.17/pound in excess of base
TP	10 MG/L	\$1.50/pound in excess of base
NH3-N	20 MG/L	\$0.80/pound in excess of base

(Note: BOD-5 = Biochemical Oxygen Demand; TSS = Total Suspended Solids; TP = Total Phosphorous; NH3-N = Ammonia Nitrogen; MG/L = Milligrams per Liter)."

Water Sewer Rate Analysis for FY 2016-17

FY 2016-17

(Changing rates are in bold)

	Actual Sept 2005 to Mar 2010	Actual Apr 2010 to Jun 2011	Actual FY2010-11	Actual FY2011-12	Actual FY2012-13	Actual FY2013-14	Actual FY2014-15	Actual FY2015-16	Proposed FY2016-17
"Typical" family of four City Residential Customer									
Water Demand Charge per quarter	\$ 22.50	\$ 25.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 32.00
Water Main Replacement Charge (applied in City only)	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 13.00
Water Usage Rate per 100cf	\$ 1.20	\$ 1.30	\$ 1.40	\$ 1.40	\$ 1.50	\$ 1.60	\$ 1.70	\$ 1.80	\$ 1.90
Water Usage Charge for 24 units per quarter	\$ 28.80	\$ 31.20	\$ 33.60	\$ 33.60	\$ 36.00	\$ 38.40	\$ 40.80	\$ 43.20	\$ 45.60
Quarterly Water Charge	\$ 51.30	\$ 56.20	\$ 63.60	\$ 63.60	\$ 76.00	\$ 80.40	\$ 83.80	\$ 87.20	\$ 90.60
% increase	0.0%	9.6%	13.2%	0.0%	19.5%	5.8%	4.2%	4.1%	3.9%
Sewer Demand Charge per quarter	\$ 22.50	\$ 22.50	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 26.00	\$ 26.00	\$ 26.00
Sewer Usage Rate per 100cf	\$ 1.70	\$ 1.70	\$ 1.80	\$ 1.80	\$ 1.90	\$ 2.00	\$ 2.10	\$ 2.20	\$ 2.30
Sewer Usage Charge for 24 units per quarter	\$ 40.80	\$ 40.80	\$ 43.20	\$ 43.20	\$ 45.60	\$ 48.00	\$ 50.40	\$ 52.80	\$ 55.20
Quarterly Sewer Charge	\$ 63.30	\$ 63.30	\$ 68.20	\$ 68.20	\$ 70.60	\$ 73.00	\$ 76.40	\$ 78.80	\$ 81.20
% increase	0.0%	0.0%	7.7%	0.0%	3.5%	3.4%	4.7%	3.1%	3.0%
Total In City Quarterly Water & Sewer	\$ 114.60	\$ 119.50	\$ 131.80	\$ 131.80	\$ 146.60	\$ 153.40	\$ 160.20	\$ 166.00	\$ 171.80
% increase	0.0%	4.3%	10.3%	0.0%	11.2%	4.6%	4.4%	3.6%	3.5%
Out-of-Town Residential Customer (Water only)									
Water Demand Charge per quarter	\$ 45.00	\$ 50.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 62.00	\$ 64.00	\$ 64.00
Proposed Water Main Replacement Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Usage Rate per 100cf	\$ 2.40	\$ 2.60	\$ 2.80	\$ 2.80	\$ 3.00	\$ 3.20	\$ 3.40	\$ 3.60	\$ 3.80
Water Usage Charge for 24 units per quarter	\$ 57.60	\$ 62.40	\$ 67.20	\$ 67.20	\$ 72.00	\$ 76.80	\$ 81.60	\$ 86.40	\$ 91.20
Quarterly Water Charge	\$ 102.60	\$ 112.40	\$ 127.20	\$ 127.20	\$ 132.00	\$ 136.80	\$ 143.60	\$ 150.40	\$ 155.20
% increase	0.0%	9.6%	13.2%	0.0%	3.8%	3.6%	5.0%	4.7%	3.2%



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

Resident Name
Address
City, State ZIP

Date

Dear Resident,

I'm pleased to announce some road improvements for Gould Street, from M-71 (Corunna Ave) to M-21 (Main Street). The City of Owosso and Michigan Department of Transportation have contracted Pyramid Paving Co. Bay City, MI to resurface Gould Street. Work should begin about June 13, 2016, or soon thereafter. Work includes cold-milling the existing asphalt surface and replacing it with two courses of new bituminous mix. Some curb and gutter and sidewalk ramps at intersections are to be replaced. Utility crews are currently working on-site in advance of construction. The current road width and lanes will not change. Any driveways that are affected by the work will be replaced in kind. Road plans are available for your review at the Public Works office in City Hall. Gould Street will be closed intermittently during construction for reason of safety to both the workers and motorists. A signed detour will be in effect while the work progresses. Local traffic will be maintained. The road should be reopened to traffic before August 1, 2016. Final cleanup and minor work items may occur up to the final completion date of October 14, 2016.

The City of Owosso has contracted with Fleis & Vandenbrink, Inc. to perform general engineering and construction oversight. Fleis & Vandenbrink will represent the City on sight to address any of your questions. Please also feel free to call me at (989)725-0550. I hope you will find our work product satisfactory.

Sincerely,

Randy J. Chesney. PE
City Engineer
City of Owosso

CC: City Council
Department Staff



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

Resident Name
Address
City, State ZIP

Date

Dear Resident,

I'm pleased to announce that the North Street culvert over Corlett Creek will be replaced this summer. The City of Owosso and Michigan Department of Transportation have contracted Malley Construction, Inc., Mt Pleasant, MI to replace the deteriorated box culvert. Work should begin about July 11, 2016, or soon thereafter. Work includes replacing the structure with a new precast box culvert, riprap, and guardrail. The road will be improved and widened for two-way traffic for approximately 200' in each direction. Any driveways that are affected by the work will be replaced in kind. Road plans are available for your review at the Public Works office in City Hall. North Street will be closed during construction for reason of safety to both the workers and motorists. A signed detour will be in effect while the work progresses. Local traffic will be maintained. The road should be reopened to traffic before September 1, 2016. Final cleanup and minor work items may occur up to the final completion date of October 10, 2016.

The City of Owosso has contracted with Spicer Group to perform general engineering and construction oversight. Spicer Group will represent the City on sight to address any of your questions. Please also feel free to call me at (989)725-0550. I hope you will find our work product satisfactory.

Sincerely,

Randy J. Chesney. PE
City Engineer
City of Owosso

CC: City Council
Department Staff

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
MAY 4, 2016 AT 7:30 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Vice-Chairman Bill Gilbert at 7:34 a.m.

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

MEMBERS PRESENT: Chairman David Acton, Vice-Chairman Bill Gilbert, Authority Members Kevin Wiles (7:46 a.m.), Ken Cushman, Shar Haskins, Theresa Trecha, Jon Moore, Lance Omer (7:39 a.m.), Mayor Ben Frederick

MEMBERS ABSENT: None

OTHERS PRESENT: Josh Adams, Main Street Manager; Susan Montenegro, Assistant City Manager and Director of Community Development; Jessica Hickey, Independent Newspaper Group

AGENDA:

IT WAS MOVED BY VICE-CHAIRMAN GILBERT AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE AGENDA FOR MAY 4, 2016 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN AND SUPPORTED BY AUTHORITY MEMBER HASKINS TO APPROVE THE MINUTES OF APRIL 6, 2016 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: There were no public comments.

COMMITTEE UPDATES:

Committee reports will be completed in the next couple of days and distributed to board members.

Owosso had a successful Arbor Day celebration and Downtown Owosso clean-up, which took place April 30, 2016. 37 volunteers assisted in the clean-up efforts.

1) DESIGN

BIKE RACKS:

The Design committee is currently looking for bike rack sponsorships. The committee has received five sponsorships thus far. Baker College will assist with the production of the bike racks.

WAY-FINDING SIGNS:

Josh Adams is meeting with MDOT to get approval for proposed located of the signs. The City of Owosso's Department of Public Works will eventually install the signs after approval, etc.

FLOWER PROGRAM:

Owosso Masonic Lodge #81 recently raised \$400 for the flower program with proceeds from their Chicken and Waffle brunch.

2) ECONOMIC RESTRUCTURING

The committee is currently organizing an "Ask Owosso" team. The team will be made up of volunteers that will distribute educational and informative material to downtown property owners. It is the committee's goal to educate local stakeholders. Josh Adams reiterated the building code requirement as state law, and will be used in redevelopment projects in Owosso.

Susan Montenegro is working on a FAQ with the Building Department, which will describe the step-by-step process for redevelopment in the city of Owosso, including permits, etc.

3) ORGANIZATION

The Organization Committee is working on a database of volunteers. Sue Osika and Tracy Peltier are working with Nick Pidek to create summer social media classes. The summer classes will serve as a fundraiser for Main Street, and the funds will go towards community signage and banners.

The Downtown Owosso app for phones and tablets is in its final stages. This free app will be available in mid-summer. A directory of local businesses and parking information will be available on the app, and will also offer the option of receiving push notifications for upcoming events.

4) PROMOTION

A Main Street 2016 Calendar of Events was distributed to the board. Opening day for the Downtown Farmer's Market will be Saturday, May 7, 2016. There will be a Mother's Day celebration at the market that Saturday.

Main Street is working on website design and hopes to eventually offer a community calendar on the website. Currently, an event calendar is available online at the Shiawassee Regional Chamber of Commerce website.

Josh Adams introduced a possible marketing opportunity for business owners at \$20/month – it is in the planning stages to offer marketing downtown as a whole with spotlights on the contributing businesses.

Board Member Trecha suggested reducing cost to \$10/month to get more business owners on board with the marketing opportunity.

ITEMS OF BUSINESS:

1) CHECK REGISTER

(SEE BOARD PACKET FOR CHECK REGISTER)

IT WAS MOVED BY VICE-CHAIRMAN GILBERT AND SUPPORTED BY BOARD MEMBER TRECHA TO APPROVE THE CHECK REGISTER FOR APRIL, 2016 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) BUDGET REPORT/BUDGET UPDATES

(SEE BOARD PACKET FOR BUDGET)

The board reviewed the Profit & Loss Budget vs. Actual. Josh Adams made a special mention that \$11,000 was raised by Glow Owosso. They are using \$7,000 of those funds to purchase a large, pre-lit artificial Christmas tree for the plaza. The tree comes with a warranty on the lights. It is viewed as a long-term investment for the community, and additional sections can be purchased as time progresses.

3) BUDGET REVISIONS

IT WAS MOVED BY AUTHORITY MEMBER WILES AND SUPPORTED BY VICE-CHAIRMAN GILBERT TO APPROVE THE BUDGET REVISIONS FOR FISCAL YEAR 2015/2016, AS PRESENTED.

AYES: ALL. MOTION CARRIED.

4) FAÇADE GRANT UPDATES

Susan Montenegro gave a brief update on the status of the façade grant applications. They are hoping to see the projects start this summer.

PUBLIC COMMENTS: There were no public comments.

BOARD COMMENTS: Authority Member Mayor Frederick stated there is confidence in both the DDA Board and the budget for DDA, from the city council level.

IT WAS MOVED BY AUTHORITY MEMBER FREDERICK AND SUPPORTED BY AUTHORITY MEMBER TRECHA TO ADJOURN AT 8:20 A.M.

AYES: ALL. MOTION CARRIED.

David Acton, Chairman

**OWOSSO HISTORICAL COMMISSION
Regular meeting
Monday May 9, 2016
Curwood Castle**

- CALL TO ORDER:** CHAIR ELAINE GREENWAY CALLED THE MEETING TO ORDER AT 7:08 P.M.
- PRESENT:** CHAIR ELAINE GREENWAY, COMMISSIONER NICK PIDEK, COMMISSIONER ROBERT BROCKWAY, COMMISSIONER TRACEY PELTIER, COMMISSIONER JENELLE STEELE-ELKINS, COMMISSIONER CAROLYN EBERT, HISTORICAL FACILITIES DIRECTOR ROBERT DORAN.
- ABSENT:** VICE-CHAIR JENNIFER MAHONEY, COMMISSIONER DENNIS MAHONEY, COMMISSIONER CHRIS EVELETH
- GUESTS:** HEAD DOCENT DENICE GRACE; TOM WILLIAMS FROM THE NON PROFIT GROUP
- APPROVAL OF AGENDA:** COMMISSIONER PELTIER MOTIONED TO ACCEPT THE AGENDA AS PRESENTED, SECONDED BY COMMISSIONER BROCKWAY. AYES ALL, MOTION CARRIED.
- TREASURER'S REPORT:** COMMISSIONER BROCKWAY MADE A MOTION TO ACCEPT THE TREASURER'S REPORT, SECONDED BY COMMISSIONER STEELE-ELKINS. AYES ALL, MOTION CARRIED.
- APPROVAL OF APRIL 2016 MINUTES:** COMMISSIONER BROCKWAY MADE A MOTION TO ACCEPT THE MONDAY, APRIL, 11 2016 MINUTES, SECONDED BY COMMISSIONER EVELETH. AYES ALL, MOTION CARRIED.
- CITIZENS COMMENTS:** NONE.
- COMMUNICATIONS:** Director Robert Doran shared the contents of an email from Diane Conger requesting confirmation that the date for the unveiling of the Houghton Lake Curwood Cabin, which is still planned for July 28. He indicated that he would be able to give a better assessment of the project and timeframe at the next OHC meeting.
- DIRECTORS REPORT:** DIRECTOR DORAN DEFERRED DIRECTOR'S REPORT TO OLD AND NEW BUSINESS.
- OLD BUSINESS:** VOLUNTEER DATABASE:
- Chair Elaine Greenway shared that she is building the Volunteer Database for all of the OHC summer, fall, and winter events. She currently has the information of 35 volunteers. Director Doran reminded the Commission that we will need the following volunteers for Made in Owosso: 60 volunteers spread out throughout 12 weeks to act as docents for the Comstock Cabin and the Woodard Paymaster Building, another 15 for the June 24 Grand Opening, another 15 for the Moonlight Market and another 140 for the Historic Home Tour.
- CASTLE CONCERT SERIES:**
- Director Doran distributed a financial report regarding the three concerts. The Commission decided to postpone the May 2016 show to the 2017 season. Until then

then we will revisit and rebrand the event, taking into consideration different pricing, better marketing, and looking at inviting musical groups from outside Shiawassee County. The total net profit for the three concerts was \$953.12.

MADE IN OWOSSO EXHIBITION:

Director Doran updated the Commission on the Made in Owosso exhibition. Mr. Doran shared that the Cook Family Foundation had awarded the OHC and the SAC a matching financial grant of \$5,400 for the exhibition, to be released after the OHC and the SAC receive gifts or pledges of an equivalent amount. He stated again that all funds raised by the OHC and the SAC for Made in Owosso will be evenly split between the two organizations, as well as all other associated costs and revenues.

Commissioner Pidek shared how impressed he was with all of the time, research and community leadership that Director Doran has put into making Made in Owosso become a reality. Director Doran also shared that a meeting is to be held on Friday, May 13 with all of the Made in Owosso partners, in order to share information and prepare them for the event.

IN ORDER TO CLARIFY THE CONFUSION REGARDING A SERIES OF INVOICES THAT WERE SUBMITTED TO THE FINANCE DEPARTMENT ON APRIL 19, THE COMMISSION DECIDED TO MOVE FORWARD WITH THE ESTIMATE FROM LUDINGTON ELECTRIC IN THE AMOUNT OF \$2,000 FOR THE PURCHASE AND INSTALLATION OF ELECTRIC AND LIGHT FIXTURES. COMMISSIONER BROCKWAY MADE THE MOTION TO MOVE FORWARD WITH THE ESTIMATE, SECONDED BY COMMISSIONER PIDEK. AYES ALL, MOTION PASSED.

THOSE IN ATTENDANCE UNANIMOUSLY AGREED TO CALL A SPECIAL MEETING OF THE OWOSSO HISTORICAL COMMISSION FOR TUESDAY, MAY 31ST AT 7:00 PM AT THE AMOS GOULD HOUSE IN ORDER TO FINALIZE DATES, VOLUNTEERS AND WORK FLOW FOR THE CURWOOD FESTIVAL AND THE MADE IN OWOSSO EXHIBITION. DIRECTOR DORAN WILL PREPARE THE REQUIRED NOTICE FOR THE MEETING.

CURWOOD CABIN: UPDATE:

IN ORDER TO CLARIFY THE CONFUSION REGARDING INVOICES THAT WERE SUBMITTED TO THE FINANCE DEPARTMENT ON APRIL 19, THE COMMISSION TOOK FORMAL ACTION TO AUTHORIZE PAYMENT TO H2A ARCHITECTS FOR SERVICES RENDERED – CABIN ON-SITE ASSESSMENT AND FLOOR AND FOUNDATION DRAWINGS – IN THE AMOUNT OF \$1,347.50. COMMISSIONER PELTIER MADE THE MOTION TO PAY THE INVOICE AS STATED, SECONDED BY COMMISSIONER STEELE-ELKINS. AYES ALL, MOTION PASSED.

OIL PAINTINGS IN THE CASTLE UPDATE:

Lis Art Conservation completed the analysis of the paintings.

COMMISSIONER PELTIER MOVED TO PAY LIS ART CONSERVATION IN THE AMOUNT OF \$611.25 FOR THEIR CONSERVATION SERVICES, SECONDED BY COMMISSIONER BROCKWAY. AYES ALL, MOTION CARRIED.

2016 HOME TOUR:

Chair Greenway gave a brief overview of the five homes secured for the Home Tour, and indicated that advertisers were already asking to reserve ad placement for this year's event. Commissioner Pidek and Director Doran spoke about upcoming marketing efforts in the context of not only the Home Tour, but Made in Owosso as well. They will be presenting the preliminary Marketing Plan and Media Kits at the Made in Owosso Partner Meeting to be held on Friday, May 13, 10:00 am at Foster Coffee. The completed marketing plan will be presented to the OHC at the special meeting on Tuesday, May 31, 7:00 pm at Gould House, and will be launched on June 1. Mr. Doran again discussed sponsorships with regard to local realtors sponsoring homes and providing volunteer docents.

NEW BUSINESS:

COMMITTEE REPORTS:

MERCHANDISING – COMMISSIONER TRACEY PELTIER: Commissioner Peltier shared research and recommendations for merchandise to be purchased for sale at the Castle.

A MOTION WAS MADE BY COMMISSIONER PIDEK TO ALLOT UP TO \$900.00 FOR THE PURCHASE OF MERCHANDISE FOR SALE AT CURWOOD CASTLE, SECONDED BY COMMISSIONER STEELE-ELKINS. AYES ALL, MOTION PASSED.

EDUCATION – COMMISSIONER JENELLE STEELE-ELKINS: Commissioner Steele-Elkins shared her idea to create a "Traveling Trunk" for students filled with facsimiles of OHC artifacts and ephemera. She and Director Doran will be working toward completing three of the trunks for use with next year's classes. They are: Antique Toys, James Oliver Curwood, and Pioneer Life/Comstock Pioneer Cabin. Ms. Steele-Elkins and Mr. Doran will also be developing a curriculum for her honors history students that Doran will teach starting in September titled "Learning the Art of THE Exhibition". The final examination for the class will be a full scale history exhibit curated by the students at one of the OHC museums.

A MOTION WAS MADE BY COMMISSIONER STEELE-ELKINS TO BUDGET UP TO \$500 FOR THESE PROJECTS, SECONDED BY COMMISSIONER PIDEK. AYES ALL, MOTION PASSED.

VOLUNTEERS - CHAIRWOMAN ELAINE GREENWAY: Please see the statement under Old Business from Ms. Greenway regarding volunteers.

FUNDRAISING – COMMISSIONER CHRIS EVELETH: Commissioner Eveleth was absent, but he and Director Doran did have a conversation regarding benchmarks and creating tools for fundraising.

FACILITIES – COMMISSIONER DENNIS MAHONEY: Commissioner Mahoney was absent, but sent this note to Director Doran for inclusion in the minutes:

I was able to have a conversation with Robert Doran, Director. We reviewed the current year's Program of Events. I will develop a systematic process to review all Facilities and Grounds in order to develop a budget for upkeep. The budget will also reflect the needs of the programs for the

coming year that will utilize each facility. Changes to the grounds and facilities will work through this committee to ensure that they are cost effective.

EXHIBITIONS & SPECIAL EVENTS – COMMISSIONERS ROBERT BROCKWAY, CAROLYN EBERT AND JENNIFER MAHONEY: Commissioners Brockway and Ebert shared their initial meeting with Director Doran who provided them with benchmarks and guidance on presenting and scheduling events that foot to the OHC’s Mission and Vision. Since this year’s events and exhibitions are already on the calendar, the Commissioners had some ideas for events and exhibitions for 2017. The Commissioners will also be chairing the Made in Owosso Exhibition Opening Gala, scheduled for June 24.

MARKETING, SOCIAL MEDIA & PR – COMMISSIONER NICK PIDEK: Commissioner Pidek spoke of his involvement in the Marketing Plan for Made in Owosso, which includes the unveiling of the Houghton Lake Curwood Cabin and the Historic Home Tour. The 16-week long plan will launch on June 1. Commissioner Pidek asked all Commissioners to provide him with any media contacts they may have.

ACQUISITIONS – DIRECTOR ROBERT DORAN: Director Doran shared that he is always on the lookout for artifacts that have any historical value to Owosso, the OHC’s four museums, and items that foot to the organization’s Mission and Vision. As part of the on-going internal reorganization, with the assistance from the Non Profit Group and the Cook Family Foundation, Mr. Doran will update the OHC acquisitions policy and procedures for our records.

CITIZEN COMMENTS:

Head Docent Denice Grace spoke about the upcoming Curwood Festival and her involvement with the event.

ADJOURN:

CHAIR GREENWAY MADE A MOTION TO ADJOURN AT 8:44 P.M., SUPPORTED BY COMMISSIONER PIDEK. AYES ALL, MOTION CARRIED.

PARKS AND RECREATION COMMISSION
Monday, May 23, 2016 - 6:00 p.m.
City Hall Council Chambers
301 W. Main St. Owosso, MI 48867

PRESIDING OFFICER:

Chairman Mike Espich

MEMBERS PRESENT:

Chairman Mike Espich and Vice Chair Jeff Selbig

MEMBERS ABSENT:

Commissioner Shane Nelson, Commissioner Kristen Woodbury,
Commissioner Randy Woodworth.

OTHERS PRESENT:

Tyler Leppanen

The meeting was cancelled due to lack of a quorum.

Roxane Cramer, Recording Secretary

**OWOSSO HISTORICAL COMMISSION
Special Meeting
Tuesday, May 31, 2016, 7:00 pm
Gould House**

FOR THE PURPOSE OF DISCUSSING:

- Succession of OHC Chair
- Volunteers for 2016 season
- 2016 Curwood Festival
- Made in Owosso
- 2016 Historic Home Tour
- Houghton Lake Curwood Cabin
- OHC Bylaws

MEETING WAS CALLED TO ORDER AT 7:08 PM BY VICE CHAIR JENNIFER MAHONEY.

PRESIDING OFFICERS:

JENNIFER MAHONEY, VICE CHAIR; ROBERT DORAN, DIRECTOR

PRESENT:

VICE CHAIR JENNIFER MAHONEY; COMMISSIONER ROBERT BROCKWAY; COMMISSIONER JENELLE STELLE-ELKINS; COMMISSIONER DENNIS MAHONEY; COMMISSIONER CAROLYN EBERT; COMMISSIONER CHRIS EVELETH; DIRECTOR ROBERT DORAN

ABSENT:

COMMISSIONER NICK PIDEK, COMMISSIONER TRACEY PELTIER; CHAIR ELAINE GREENWAY

DISCUSSION:

Succession of OHC Chair –

COMMISSIONER DENNIS MAHONEY MADE A MOTION TO TABLE THE ISSUE OF CHAIR SUCCESSION UNTIL THE RESIGNATION OF THE CURRENT CHAIR BECOMES EFFECTIVE ON JULY 11, 2016. COMMISSIONER CHRIS SECONDED THE MOTION, AYES ALL. MOTION CARRIED.

Volunteers for 2016 season –

It was agreed to table this item due to the absence of Chair Elaine Greenway.

2016 Curwood Festival –

A schedule was created for the 2016 Curwood Festival.

Made in Owosso –

Director Robert Doran discussed in detail some of the projects associated with Made in Owosso. Vice Chair Jennifer Mahoney discussed the Director's compensation in conjunction with all of the current and proposed projects that the OHC has undertaken. Director Doran agreed to bring a proposal for his continued services as Director to the next regularly scheduled meeting of the OHC.

2016 Historic Home Tour –

It was agreed to table this item of discussion until after Made in Owosso.

Houghton Lake Curwood Cabin –

COMMISSIONER ROBERT BROCKWAY MADE A MOTION TO ACCEPT THE CONTRACT FROM RG KENNEL LOG BUILDERS, LLC FOR THE TRANSPORT, RESTORATION AND RECHINKING OF THE HOUGHTON LAKE CURWOOD CABIN, IN THE AMOUNT OF \$29,600.00. THE COMMISSION ALSO AGREED TO A SERIES OF CAMPAIGNS & FUNDRAISERS IN ORDER TO SECURE FUNDING FOR THE PROJECT. COMMISSIONER JENELLE STELLE-ELKINS SECONDED, AYES ALL. MOTION CARRIED.

OHC Bylaws –

It was agreed to have a copy of the current bylaws available at the next regularly scheduled meeting of the OHC.

CITIZEN COMMENTS:

Head Docent Denice Grace was in attendance and requested a schedule of OHC members for Curwood Festival. A schedule was made.

A MOTION WAS MADE BY COMMISSIONER CHRIS EVELETH TO ADJORN AT 7:50 PM, AYES ALL. MOTION CARRIED.