

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, SEPTEMBER 17, 2018
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 4, 2018:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Munetrix Presentation. Munetrix Vice President for Municipal Services Katrina Powell will present an overview of the financial reporting, management and forecasting tools available through the company.

PUBLIC HEARINGS

1. Ordinance Amendment – Downtown Parking Fines. Conduct a public hearing to receive citizen comment on the proposal to amend Chapter 33, Traffic and Motor Vehicles, Article III, Parking, Stopping and Standing, Division 2, Parking Violations Bureau, Section 33-53, Schedule of fines, to clarify that parking fines are established by resolution.
2. Special Assessment District No. 2019-14 – Williams Street. Conduct a public hearing to receive citizen comment regarding proposed Special Assessment District No. 2019-14 for Williams Street from Shiawassee Street to Washington Avenue for street rehabilitation (this district was formerly known as District No. 2018-08 when it was originally introduced in March 2018).

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Special Assessment District No. 2019-12 – Summit Street. Authorize Resolution No. 2 setting a public hearing for Monday, October 1, 2018 for proposed Special Assessment District No. 2019-12 for Summit Street from Abbott Street to Rubelman Drive for street resurfacing.
2. Resolution Amendment – Resolution No. 136-2018. Amend Resolution No. 136-2018 authorizing a bid award for the renovation of downtown building facades to remove the contingency allotments for each building.
3. Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:

Name	Board/Commission	Term Expires
Linda Morovitz*	Shiawassee Area Transportation Agency Board of Directors	10-01-2021

* Indicates reappointment

4. Food Distribution Permission. Approve the application from the United Methodist Care Network for use of a portion of the southwest corner of the Comstock Parking Lot on September 22, 2018 from 8:00am – 12:00noon to conduct a free food distribution, waive the insurance requirement, and authorize Traffic Control Order No. 1405 formalizing the action.
5. Oktoberfest Permission. Approve request from the Shiawassee Regional Chamber of Commerce for use of the Ball/Exchange Parking Lot (Lot#5) and various downtown streets at various times from October 11, 2018 at 5:00am through October 14, 2018 at 5:00pm for Oktoberfest 2018 and approve Traffic Control Order No. 1406 formalizing the request.
6. Contract Addendum No. 6 – OHM Professional Engineering Services. Authorize Addendum No. 6 to the contract with Orchard, Hiltz & McCliment d/b/a OHM Advisors for Professional Engineering Services originally approved May 15, 2017, for assessment and analysis of the structural condition of 759 manholes in the amount of \$67,900.00, and further authorize payment up to the contract amount, including Addendum Nos. 1-6, as amended, upon satisfactory receipt of deliverables.
7. Purchase Authorization - Road Salt. Waive competitive bidding requirements, authorize purchase order with The Detroit Salt Company, LLC, via State of Michigan Contract No. 171-18000000768, in the amount of \$23,336.00 for early delivery of 400 tons of road salt at \$58.34/ton, plus an additional quantity of 1,400 tons in the amount of \$73,486.00 at \$52.49/ton to be delivered as needed during the 2018-19 contract period, and further authorize payment up to \$96,822.00 upon satisfactory receipt of the product.
8. Purchase Authorization – Trickling Filter Distribution System Components. Waive competitive bidding requirements and authorize the sole source purchase of repair components for the three trickling filter towers at the Waste Water Treatment Plant from Walker Process Equipment in the amount of \$10,615.00, and further authorize payment to the vendor upon satisfactory delivery of the components.
9. Purchase Authorization – Financial Management Software. Waive competitive bidding requirements, authorize the purchase of financial management software from Munetrix for an annual fee of \$5,571.70, with half of that cost covered by a grant from the State Treasurer’s Office, and further authorize payment to the vendor upon satisfactory installation of the product and conduct of staff training.
10. Contract Authorization - Skate Park Construction. Waive competitive bidding requirements, authorize a contract with Artisan Concrete Services, Inc. d/b/a Artisan Skateparks for the construction of a new skatepark at the Grove Holman pool site in an amount not to exceed \$106,464.00, and further authorize payment to the contractor upon satisfactory completion of the project or portion thereof.

11. Bid Award – Water Service Lines Investigation. Authorize bid award to Greenscape General Contracting, L.L.C. for survey and identification of lead and galvanized water service lines in the amount of \$23,550.00 as part of the Pilot Drinking Water Infrastructure Grant, further authorize a contingency amount of \$5,000.00, and further authorize payment to the contractor upon satisfactory completion of the work or portion thereof.
12. Bid Award – Downtown Façade Rehabilitation, Part 2. Authorize bid award for renovation of the façade at 114 W. Main Street, and approve payment to the contractor upon satisfactory completion of the work or portion thereof.
13. Warrant No. 562. Authorize Warrant No. 5625 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building & property insurance – 2 nd of 3 installments for FY 18-19	Various	\$63,726.00

14. Check Register – August 2018. Affirm check disbursements totaling \$2,277,391.56 for August 2018.

ITEMS OF BUSINESS

1. Purchase Agreement – 1415 & 1419 W. South Street. Consider approval of a purchase agreement with Chad White for vacant property along South Street, commonly known as 1415 & 1419 W. South Street, and authorize the Mayor and City Clerk to execute appropriate documents.
2. Amendment No. 1 - Caledonia Charter Township Water District Agreement. Consider Amendment No. 1 to the Water District Agreement with Caledonia Charter Township extending the agreement for forty years to comply with the requirements of the USDA-RD grant received by Caledonia Charter Township for water main improvements to District No. II of the water agreement service area.
3. Medical Marijuana Distribution Center Application Window & Lottery. Consider delaying the medical marihuana provisioning center application window from October to December 2018 to allow more time for candidate prequalification and the installation of new administrative software, and to allow the Clerk's Office to concentrate solely on the upcoming Gubernatorial Election, and further consider setting the date of the lottery for January 4, 2019.

COMMUNICATIONS

1. R. E. Brockway-Doran, Historical Commission. Letter of resignation.
2. N. Bradley Hissong, Building Official. August 2018 Building Department Report.
3. N. Bradley Hissong Building Official. August 2018 Code Violations Report.
4. Kevin D. Lenkart, Public Safety Director. August 2018 Police Report.
5. Kevin D. Lenkart, Public Safety Director. August 2018 Fire Report.
6. Downtown Development Authority/Main Street. Minutes of August 1, 2018.
7. Planning Commission. Minutes of August 27, 2018.
8. Parks & Recreation Commission. Minutes of August 22, 2018.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, October 01, 2018

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2021
Historical Commission – 2 terms, expiring December 31, 2020
Historical Commission – term expires December 31, 2021
Zoning Board of Appeals - Alternate – term expires June 30, 2021

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 SEPTEMBER 4, 2018
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: THOMAS MANKE

PLEDGE OF ALLEGIANCE: PUBLIC SAFETY DIRECTOR KEVIN D. LENKART

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Loreen F. Bailey, Elaine M. Greenway, Linda L. Robertson, and Robert J. Teich, Jr.

ABSENT: Councilmember Daniel A. Law.

APPROVE AGENDA

Motion by Mayor Pro-Tem Osika to approve the agenda with the following addition to the Consent Agenda:

5. Homeless Angels Silent Auction Permission.

Motion supported by Councilmember Teich and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 20, 2018

Motion by Councilmember Bailey to approve the Minutes of the Regular Meeting of August 20, 2018 as presented.

Motion supported by Councilmember Robertson and concurred in by unanimous vote.

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, Owosso Township resident, asked that in the future the DDA be brought in to consult on downtown issues (like the proposed ordinance amendment for downtown parking fines on tonight's agenda). He also reported his concerns with code enforcement in the downtown saying it seemed to be getting heavy handed, with downtown business owners feeling harassed.

Jeff Apsey, Caledonia Township resident, introduced himself as a candidate for County Road Commissioner. He said he worked for the Road Commission for 24 years and understands the

challenges of running the organization. He went on to say that he wants the County Road Commission to be a leader in its field and he would be honored to serve as a Commissioner.

CITY MANAGER REPORT

City Manager Nathan R. Henne detailed for Council the latest Project Status Report.

Councilmember Teich asked the City Manager to look into the development of Phase II of the Osburn Lakes development. Mr. Henne agreed to do so.

Councilmember Robertson inquired how the properties will be chosen for participation in the lead water line replacement project. It was noted that some lines will be replaced as a part of upcoming street projects. Staff will also be investigating properties on a list of home owners that have expressed an interest in participating in the program. Councilmember Bailey asked that the City advertise this information again for the benefit of the public.

CONSENT AGENDA

Motion by Councilmember Bailey to approve the Consent Agenda as follows:

First Reading & Set Public Hearing – Downtown Parking Fines. Conduct first reading and set a public hearing for Monday, September 17, 2018 to receive citizen comment on the proposal to amend Chapter 33, Traffic and Motor Vehicles, Article III, *Parking, Stopping and Standing*, Division 2, Parking Violations Bureau, Section 33-53, *Schedule of fines*, to clarify that parking fines are established by resolution as follows:

RESOLUTION NO. 138-2018

FIRST READING & SET A PUBLIC HEARING FOR AN ORDINANCE AMENDING SECTION 33-53, SCHEDULE OF FINES, OF THE CODE OF ORDINANCES TO CLARIFY PARKING FINES ARE SET BY RESOLUTION

WHEREAS, the City of Owosso adopted the 2018 Fee Schedule on June 6, 2018, which, in part, establishes fines for various parking violations; and

WHEREAS, the City of Owosso also has an ordinance on its books establishing fines for parking violations, leading to confusion; and

WHEREAS, City of Owosso staff recommends the ordinance be changed to clarify the fines are set by resolution.

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

SECTION 1. AMENDMENT. That Section 33-53, *Schedule of fines*, of Chapter 33, Traffic and Motor Vehicles, Article III, *Parking, Stopping and Standing*, Division 2, Parking Violations Bureau, of the Code of Ordinances is hereby amended to read:

Sec. 33-53. - Schedule of fines.

~~The following fines shall be paid to the parking violations bureau.~~ **Fines for the following violations shall be established by resolution and paid to the parking violations bureau.** An additional penalty may be assigned if it is necessary to issue a warrant for the alleged violator's arrest.

Violation No.	If Paid Within 72 Hrs.	If Paid After 72 Hrs.
(1) Expired parking meter	\$ 1.00	\$ 3.00
(2) Parking over legal limit in areas other than business districts defined in section 33-37	3.00	3.00
(3) Parking over legal limit in business districts defined in section 33-37, third and subsequent violations in each calendar year	5.00	10.00
(4) Moving to evade time limitations	5.00	10.00
(5) Parking in prohibited zone	10.00	15.00
(6) Parking in loading zone	3.00	5.00
(7) Parking on sidewalk or crosswalk	10.00	15.00
(8) Parking at yellow curb	3.00	5.00
(9) Overtime parking in 3:00 a.m. to 6:00 a.m. zone	3.00	5.00
(10) Parking within fifteen (15) feet of fire hydrant	10.00	15.00
(11) Parking in handicapped zone	50.00	100.00
(12) Double parking	10.00	15.00
(13) Parked facing wrong way	10.00	15.00
(14) Blocking driveway	10.00	15.00
(15) Across parking line	3.00	5.00
(16) Blocking alley	10.00	15.00
(17) Blocking traffic	10.00	15.00
(18) Parking over twelve (12) inches from curb	10.00	15.00
(19) Abandoned car	10.00	15.00
(20) Parking of a truck or commercial vehicle with a gross weight in excess of five (5) tons or in excess of twenty-two (22) feet in length in violation of the provisions of section 5.61 of the Uniform Traffic Code	25.00	50.00
(21) Other parking violation	10.00	20.00
(22) Fifth violation of any above violation within a thirty-day period	100.00	100.00

SECTION 2. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

SECTION 3. 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 4. PUBLIC HEARING. A public hearing is set for Monday, September 17, 2018 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

Special Assessment District No. 2019-14. Authorize Resolution No. 2 setting a public hearing for Monday, September 17, 2018 for proposed Special Assessment District No. 2019-14 for Williams Street

from Shiawassee Street to Washington Avenue for street rehabilitation (this district was formerly known as District No. 2018-08 when it was originally introduced in March 2018) as shown below:

RESOLUTION NO. 139-2018

**WILLIAMS STREET
FROM SHIAWASSEE STREET TO WASHINGTON STREET
SPECIAL ASSESSMENT RESOLUTION NO. 2**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Williams Street, A Public Street, rom Shiawassee Street to Washington Street;
Street Rehabilitation**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$684,826.26 and determines that \$104,923.90 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$579,902.36 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, September 17, 2018 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF SPECIAL ASSESSMENT HEARING
CITY OF OWOSSO, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Williams Street, a Public Street, from Shiawassee Street to Washington Street

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Rehabilitation**.

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, September 17, 2018 for the purpose of hearing any person to be affected by the proposed public improvement.

2018 Baker Challenge 5K Run/Walk Permission. Approve application of Brian Steel on behalf of Baker College of Owosso for the partial closure of the following streets on Saturday, September 8, 2018 from 9:00am – 12:00noon for the 2018 Baker Challenge 5K Run/Walk, waive the insurance requirement, and authorize Traffic Control Order No. 1403 formalizing permission: Hopkins Lake Drive, from origin to Palmer Street; Palmer Street, from Hopkins Lake Drive to Gute Street; Gute Street, from Palmer Street to Washington Street; and Washington Street, from Gute Street to College Lane.

Bid Award - Sale of Used Fire Truck. Approve bid award to Brian Reed for the purchase of one 1986 Pierce Pumper, VIN # S29RT6FD4GC423862, in the amount of \$5,000.00 as follows:

RESOLUTION NO. 140-2018

**AUTHORIZING THE EXECUTION OF SALE
OF 1986 PIERCE PUMPER FIRE TRUCK
TO BRIAN REED**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, established a purchasing cycle to maintain a healthy fire vehicle fleet; and

WHEREAS, as part of this purchasing cycle older vehicles are retired and sold to the highest bidder; and

WHEREAS, bid solicitations were advertised for one 1986 Pierce Pumper Fire Truck and the most responsive bid was received from Brian Reed.

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 sell one 1986 Pierce Pumper Fire Truck, VIN# reading: S29RT6FD4GC423862, in the amount of \$5,000.00.

SECOND: The city clerk is instructed and authorized to complete the necessary paperwork to transfer ownership to Brian Reed upon the remittance of \$5,000.00.

Homeless Angels Silent Auction Permission. (This item was added to the agenda.) Approve the application of Rob Wagner on behalf of the Korner Pub and Homeless Angles for the closure of State Street from Main Street to the south end of the Korner Pub building on Saturday, September 8, 2018 from

2:00 pm – 11:00 pm for the Homeless Angels Silent Auction, and authorize Traffic Control Order No. 1404 formalizing permission.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Teich, Bailey, Mayor Pro-Tem Osika, Councilmembers Robertson, Greenway, and Mayor Eveleth.

NAYS: None.

ABSENT: Councilmember Law.

ITEMS OF BUSINESS

Osburn Lakes - Waiver of Reversionary Clause - Lot 60

Motion by Councilmember Teich to approve the following agreement waiving the “reversionary clause” for Lot 60 of the Osburn Lakes Residential Site Condominium development:

WAIVER OF REVERSIONARY CLAUSE: LOT 60 OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM DEVELOPMENT

This Waiver of Reversionary Clause is entered into by the City of Owosso, a Michigan municipal corporation of 301 West Main Street, Owosso, Michigan 48867.

WHEREAS, the City of Owosso became the Developer of the Osburn Lakes Residential Site Condominium (“Osburn Lakes”) as established in a Master Deed recorded October 22, 2004 in Liber 1069, Page 159 of the Shiawassee County Records; and

WHEREAS Article VII, paragraph F. of the Master Deed grants the Developer the right to repurchase a Unit if construction of the residence has not commenced within eighteen (18) months of an owner acquiring title to a Unit; and

WHEREAS Article VII paragraph B.(v)(c) of the Master Deed reserves to the Developer the power to make exceptions to the restrictions contained in the Master Deed; and

WHEREAS the economy of the State of Michigan and the housing market have changed since 2004; and

WHEREAS Keith and Karen Stites wish to purchase Lots 60 and 61 of the Osburn Lakes development upon which a residence will be built on Lot 61, and said Lot 60 of Osburn Lakes is contiguous to Lot 61; and

WHEREAS Keith and Karen Stites have offered to purchase Lots 60 and 61 but do not intend to construct any buildings on Lot 60; and

WHEREAS the City of Owosso finds that it is in its best interest and that of current property owners in Osburn Lakes to waive the right to repurchase Lot 60.

NOW, THEREFORE, THE CITY OF OWOSSO hereby waives its right pursuant to Article VII, paragraph F. of the Master Deed to repurchase Lot 60 of the Osburn Lakes subdivision for failure to commence construction of a residence.

Provided further, that nothing herein bars any owner of Lot 60 from constructing a residence thereon in compliance with the Master Deed and the Ordinances of the City of Owosso.

Provided further, that no owner of Lot 60 may construct or cause to be constructed any accessory building or other non-residential structure thereon unless a residence is constructed on Lot 60.

Motion supported by Councilmember Robertson.

Roll Call Vote.

AYES: Councilmembers Robertson, Greenway, Teich, Bailey, Mayor Pro-Tem Osika, and Mayor Eveleth.

NAYS: None.

ABSENT: Councilmember Law.

COMMUNICATIONS

A. Ludington, Historical Commission. Letter of Resignation.
Zoning Board of Appeals. Minutes of June 19, 2018.
Historical Commission. Minutes of July 9, 2018.
Historical Commission. Minutes of August 13, 2018.
Zoning Board of Appeals. Minutes of August 21, 2018.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, Owosso Township resident, said he felt the cost estimates developed for the lead service line replacement project were too high and the work should be done in-house to save money.

Mike Cline, 204 Stratford Drive, inquired about the City's plans for the old skate park.

In response to Mr. Manke's comment City Manager Henne acknowledged the estimates were on the higher side but that was done for budgeting purposes. He went on to say that the City did not own the equipment necessary to investigate underground lines without significant surface invasiveness and as such sought estimates from a contractor with the proper equipment.

City Manager Henne addressed Mr. Cline's inquiry saying all efforts had been concentrated on moving forward with the new skate park that there hadn't been much talk of what to do with the old equipment.

Councilmember Bailey invited everyone to the K-9 5K Run and Woofstock events at Fortitude on September 15th benefitting the Shiawassee Humane Society.

Councilmember Robertson inquired about the status of the fire hydrant at the corner of Washington and King Streets. It was indicated the hydrant was moved up on the maintenance list and would hopefully be attended to soon.

There was a brief discussion regarding selling the old skate park equipment and who will own the new skate park (the City).

Mayor Pro-Tem Osika invited everyone to enjoy the ArtWalk and the Farmers' Market downtown this Saturday.

NEXT MEETING

Monday, September 17, 2018

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2021
Historical Commission – 2 terms, expiring December 31, 2020
Zoning Board of Appeals – term expires June 30, 2021

ADJOURNMENT

Motion by Councilmember Bailey for adjournment at 7:56 p.m.

Motion supported by Councilmember Robertson and concurred in by unanimous vote.

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk



OWOSSO PUBLIC SAFETY

202 S. WATER ST. • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0580 • FAX (989)725-0528

MEMORANDUM

DATE: August 27, 2018
TO: City Council
FROM: Kevin Lenkart, Public Safety Chief
RE: Amend Section 33-53 to reflect the 2018 Fee Schedule

Recommendation:

Approve the amendment of section 33-53 to clarify that parking fines are established by resolution.

Background:

In June of this year Council approved an update to the Fee Schedule, including restructuring the fines for parking violations. Current Owosso City Code Section 33-53 also establishes fines for various parking violations and lists which fines can be paid at the parking violations bureau, leading to the potential for confusion. In this instance the Fee Schedule supersedes the ordinance and the ordinance needs to be amended to make it clear that the fines for parking violations are established by resolution (i.e. the Fee Schedule).

Fiscal Impact:

Minimal, if people park as directed.

ORDINANCE NO.

**AN ORDINANCE AMENDING SECTION 33-53, SCHEDULE OF FINES,
OF THE CODE OF ORDINANCES TO CLARIFY
PARKING FINES ARE SET BY RESOLUTION**

WHEREAS, the City of Owosso adopted the 2018 Fee Schedule on June 6, 2018, which, in part, establishes fines for various parking violations; and

WHEREAS, the City of Owosso also has an ordinance on its books establishing fines for parking violations, leading to confusion; and

WHEREAS, City of Owosso staff recommends the ordinance be changed to clarify the fines are set by resolution.

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

SECTION 1. AMENDMENT. That Section 33-53, *Schedule of fines*, of Chapter 33, *Traffic and Motor Vehicles*, Article III, *Parking, Stopping and Standing*, Division 2, *Parking Violations Bureau*, of the Code of Ordinances is hereby amended to read:

Sec. 33-53. - Schedule of fines.

Fines for the following violations shall be established by resolution and paid to the parking violations bureau. An additional penalty may be assigned if it is necessary to issue a warrant for the alleged violator's arrest.

Violation No.
(1) (This violation has been removed.)
(2) Parking over legal limit in areas other than business districts defined in section 33-37
(3) Parking over legal limit in business districts defined in section 33-37
(4) Moving to evade time limitations
(5) Parking in prohibited zone
(6) Parking in loading zone
(7) Parking on sidewalk or crosswalk
(8) Parking at yellow curb
(9) Overtime parking in 3:00 a.m. to 6:00 a.m. zone
(10) Parking within fifteen (15) feet of fire hydrant
(11) Parking in handicapped zone
(12) Double parking
(13) Parked facing wrong way
(14) Blocking driveway
(15) Across parking line
(16) Blocking alley

(17)	Blocking traffic
(18)	Parking over twelve (12) inches from curb
(19)	Abandoned car
(20)	Parking of a truck or commercial vehicle with a gross weight in excess of five (5) tons or in excess of twenty-two (22) feet in length in violation of the provisions of section 5.61 of the Uniform Traffic Code
(21)	Other parking violation
(22)	Fifth violation of any above violation within a thirty-day period

SECTION 2. EFFECTIVE DATE. This amendment shall become effective October 8, 2018.

SECTION 3. 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.



MEMORANDUM

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

DATE: September 10, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Williams Street Rehabilitation – Special Assessment Resolution No 3

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. **Williams Street, from Shiawassee Street to Washington Street**, is proposed by the city for street rehabilitation. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **September 18, 2017** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **September 4, 2018** meeting.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process. Hearing of necessity will be held at the scheduled council meeting of **September 17, 2018**.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the

opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

Special Assessment District No. 2019-14

Williams Street, Public Street, from Shiawassee Street to Washington Street

RESOLUTION NO.

**WILLIAMS STREET
FROM SHIAWASSEE STREET TO WASHINGTON STREET
STREET REHABILITATION
SPECIAL ASSESSMENT RESOLUTION NO. 3**

WHEREAS, the City Council, after due and legal notice, has met and (there being no one to be heard regarding / having heard all persons to be affected by) the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

WILLIAMS STREET, A PUBLIC STREET, FROM SHIAWASSEE STREET TO WASHINGTON STREET
FOR STREET REHABILITATION

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be **\$684,826.26** and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
3. The City Council determines that of said total estimated cost, the sum of **\$104,923.90** be paid by special assessment upon the property specially benefited, as more particularly hereinafter described.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

Williams Street, a Public Street, from Shiawassee Street to Washington Street
for street rehabilitation

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

ENGINEER'S ESTIMATE

29-Aug-18

WILLIAMS STREET ENGINEER'S ESTIMATE
WORK ITEM

WORK ITEM	UNIT	WILLIAMS QUANTITIES	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT	ASSESSMENT
							AT 40% RESIDENTIAL	AT 40% COMMERCIAL
MOBILIZATION, MAX	LSUM	1.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 16,200.00	\$ 10,800.00	\$ 10,800.00
DR STRUCTURE, REM	EA	25.00	\$ 350.00	\$ 8,750.00				
SEWER, REM, LESS THAN 24 INCH	LFT	850.00	\$ 10.00	\$ 8,500.00				
CURB AND GUTTER, REM	LFT	895.00	\$ 7.00	\$ 6,265.00	\$ 6,265.00	\$ 3,759.00	\$ 2,506.00	\$ 2,506.00
PAVT, REM	SYD	125.00	\$ 8.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 400.00	\$ 400.00
SIDEWALK, REM	SYD	308.35	\$ 8.00	\$ 2,466.80				
SUBGRADE UNDERCUTTING, TYPE II	CYD	50.00	\$ 25.00	\$ 1,250.00				
MACHINE GRADING, MOD	STA	31.00	\$ 700.00	\$ 21,700.00	\$ -	\$ -	\$ -	\$ -
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EA	15.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 600.00	\$ 600.00
EROSION CONTROL, SILT FENCE	FT	50.00	\$ 2.00	\$ 100.00	\$ 100.00	\$ 60.00	\$ 40.00	\$ 40.00
MAINTENANCE GRAVEL	TON	100.00	\$ 25.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
APPROACH, CL II, LM	CYD	2.50	\$ 40.00	\$ 100.00	\$ 100.00	\$ 60.00	\$ 40.00	\$ 40.00
SEWER BULKHEAD, 12 INCH OR LESS	EA	2.00	\$ 300.00	\$ 600.00				
SEWER BULKHEAD, 15 INCH OR LESS	EA	2.00	\$ 350.00	\$ 700.00				
SEWER BULKHEAD, 18 INCH OR LESS	EA	3.00	\$ 400.00	\$ 1,200.00				
SANITARY SERV CONFLICT	EA	1.00	\$ 1,500.00	\$ 1,500.00				
DR STRUCTURE COVER, TEMP LOWERING	EA	4.00	\$ 250.00	\$ 1,000.00	\$ 750.00	\$ 450.00	\$ 300.00	\$ 300.00
HMA SURFACE, REM	SYD	4860.00	\$ 3.00	\$ 14,580.00	\$ 14,580.00	\$ 8,748.00	\$ 5,832.00	\$ 5,832.00
COLD MILLING HMA SURFACE	SYD	0.00	\$ 3.00	\$ -				
SAWCUTTING	LFT	0.00	\$ 3.00	\$ -				
AGGREGATE BASE, 6 INCH, MOD	SYD	1510.00	\$ 9.50	\$ 14,345.00				
AGGREGATE BASE, 8 INCH, MOD	SYD	0.00	\$ 11.25	\$ -				
AGGREGATE BASE, 9 INCH, MOD	SYD	3350.00	\$ 12.00	\$ 40,200.00				
GEOTEXTILE SEPARATOR	SYD	4860.00	\$ 1.50	\$ 7,290.00				
SEWER, SDR-26, 6 INCH, TRENCH DET B-MOD	LFT	0.00	\$ 35.00	\$ -				
SEWER, SDR-26, 8 INCH, TRENCH DET B-MOD	LFT	0.00	\$ 37.50	\$ -				
SEWER, SDR-26, 10 INCH, TRENCH DET B-MOD	LFT	301.00	\$ 40.00	\$ 12,040.00				
SEWER, SDR-26, 12 INCH, TRENCH DET B-MOD	LFT	81.00	\$ 45.00	\$ 3,645.00				
SEWER, SDR-26, 15 INCH, TRENCH DET B-MOD	LFT	21.00	\$ 52.00	\$ 1,092.00				
SEWER, SDR-26, 18 INCH, TRENCH DET B-MOD	LFT	0.00	\$ 60.00	\$ -				
SEWER, SDR-26, 24 INCH, TRENCH DET B-MOD	LFT	470.00	\$ 75.00	\$ 35,250.00				
SEWER, SDR-26, 30 INCH, TRENCH DET B-MOD	LFT	701.00	\$ 100.00	\$ 70,100.00				
DR STRUCTURE COVER, ADJ, CASE 1	EA	4.00	\$ 475.00	\$ 1,900.00	\$ 1,900.00	\$ 1,140.00	\$ 760.00	\$ 760.00
DR STRUCTURE. ADJ, ADD DEPTH	FT	0.00	\$ 325.00	\$ -				
DR STRUCTURE COVER, EJ 1030	EA	0.00	\$ 450.00	\$ -				
DR STRUCTURE COVER, EJ 1060	EA	11.00	\$ 600.00	\$ 6,600.00	\$ 6,600.00	\$ 3,960.00	\$ 2,640.00	\$ 2,640.00
DR STRUCTURE COVER, EJ 1060 W/ TYPE N OVAL GRATE	EA	0.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -
DR STRUCTURE COVER, EJ 1120 W/ GASKET SEAL	EA	4.00	\$ 650.00	\$ 2,600.00	\$ 2,600.00	\$ 1,560.00	\$ 1,040.00	\$ 1,040.00
DR STRUCTURE COVER, EJ 7000	EA	14.00	\$ 700.00	\$ 9,800.00	\$ 9,800.00	\$ 5,880.00	\$ 3,920.00	\$ 3,920.00
DR STRUCTURE, 24 INCH DIA, MOD	EA	0.00	\$ 1,200.00	\$ -				
DR STRUCTURE, 36 INCH DIA. MOD	EA	10.00	\$ 1,400.00	\$ 14,000.00				
DR STRUCTURE, 48 INCH DIA. MOD	EA	10.00	\$ 1,800.00	\$ 18,000.00				
DR STRUCTURE, 60 INCH DIA. MOD	EA	5.00	\$ 2,600.00	\$ 13,000.00				
DR STRUCTURE, 72 INCH DIA. MOD	EA	1.00	\$ 5,000.00	\$ 5,000.00				
DR STRUCTURE, ADD DEPTH, 60 INCH, 8'-15' DEPTH	FT	10.00	\$ 100.00	\$ 1,000.00				
DR STRUCTURE, ADD DEPTH, 72 INCH, 8'-15' DEPTH	FT	10.00	\$ 150.00	\$ 1,500.00				
HAND PATCHING	TON	0.00	\$ 125.00	\$ -				
HMA, 2C@ 4.5'	TON	1288.00	\$ 75.00	\$ 96,600.00	\$ 96,600.00	\$ 57,960.00	\$ 21,638.40	\$ 38,640.00
HMA, 3C	TON	0.00	\$ 70.00	\$ -				

29-Aug-18

WILLIAMS STREET ENGINEER'S ESTIMATE
 WORK ITEM

WORK ITEM	UNIT	WILLIAMS QUANTITIES	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT	ASSESSMENT
							AT 40% RESIDENTIAL	AT 40% COMMERCIAL
HMA, 4E3	TON	0.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA, 5E3@ 1.5"	TON	430.00	\$ 85.00	\$ 36,550.00	\$ 36,550.00	\$ 21,930.00	\$ 14,620.00	\$ 14,620.00
HMA APPROACH	TON	3.75	\$ 125.00	\$ 468.75	\$ 468.75	\$ 281.25	\$ 187.50	\$ 187.50
CEMENT	TON	1.25	\$ 250.00	\$ 312.50	\$ 312.50	\$ 187.50	\$ 125.00	\$ 125.00
CONCRETE PAVT, NONREINF, 9 INCH	SYD	0.00	\$ 60.00	\$ -				
DRIVEWAY, NONREINF CONC, 6 INCH	SYD	92.50	\$ 45.00	\$ 4,162.50	\$ -	\$ -	\$ -	\$ -
CURB AND GUTTER, CONC, DET F4, MOD	LFT	895.00	\$ 20.00	\$ 17,900.00	\$ 17,900.00	\$ 10,740.00	\$ 7,160.00	\$ 7,160.00
DETECTABLE WARNING SURFACE	LFT	125.00	\$ 35.00	\$ 4,375.00				
SIDEWALK RAMP, CONC, 4 INCH	SFT	2150.00	\$ 5.00	\$ 10,750.00				
SIDEWALK, CONC, 4 INCH	SFT	900.00	\$ 4.50	\$ 4,050.00				
SIDEWALK, CONC, 6 INCH	SFT	75.00	\$ 5.00	\$ 375.00				
MINOR TRAF DEVICES	LSUM	0.25	\$ 30,000.00	\$ 7,500.00	\$ 3,750.00	\$ 2,250.00	\$ 1,500.00	\$ 1,500.00
BARRICADE, TYPE III, HIGH INTENSITY, FURN & OPER	EA	2.50	\$ 100.00	\$ 250.00				
PEDESTRIAN TYPE II BARRICADE, TEMP	EA	1.00	\$ 150.00	\$ 150.00				
LIGHTED ARROW, TYPE C, FURN AND OPER	EA	1.00	\$ 300.00	\$ 300.00				
PLASTIC DRUM, HIGH INTENSITY, FURN & OPER	EA	31.25	\$ 20.00	\$ 625.00				
SIGN, TYPE B, TEMP, PRISMATIC, FURN & OPER	SFT	175.00	\$ 5.00	\$ 875.00				
TRAF REGULATOR CONTROL	LSUM	0.00	\$ 5,000.00	\$ -				
TURF ESTABLISHMENT, PERFORMANCE	SYD	1075.00	\$ 5.00	\$ 5,375.00				
SIGN, TYPE III, REM	EA	1.00	\$ 10.00	\$ 10.00				
SIGN, TYPE III, ERECT, SALV	EA	1.00	\$ 40.00	\$ 40.00				
POST, STEEL, 3 POUND	FT	16.00	\$ 6.00	\$ 96.00				
POST, MAILBOX	EA	5.00	\$ 80.00	\$ 400.00				
VALVE BOX, ADJ	EA	1.00	\$ 200.00	\$ 200.00				
ABANDONED GAS MAIN CONFLICT	EA	2.50	\$ 500.00	\$ 1,250.00				
MISCELLANEOUS WORK ITEMS	LSUM	1.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
SUB TOTALS				\$ 570,688.55	\$ 250,276.25	\$ 150,165.75	\$ 83,108.90	\$ 100,110.50
ENGINEERING AT 15% ASSESSABLE COST				\$ 85,603.28	\$ 37,541.44	\$ 22,524.86	\$ 12,466.34	\$ 15,016.58
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 28,534.43	\$ 12,513.81	\$ 7,508.29	\$ 4,155.45	\$ 5,005.53
GRAND TOTALS				\$ 684,826.26	\$ 300,331.50	\$ 180,198.90	\$ 99,730.68	\$ 120,132.60

ESTIMATED SPECIAL ASSESSMENT
WILLIAMS STREET

WILLIAMS STREET

SPECIAL ASSESSMENT ROLL

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT \$300,331.50
TOTAL ASSESSABLE FRONT FEET 2312.64

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
CITY SHARE \geq 60%	\$180,198.90	\$180,198.90	
PROPERTY SHARE @ \leq 40%	\$99,730.68	\$120,132.60	
TOTAL	\$279,929.58	\$300,331.50	
ASSESSABLE FRONT FOOT RATE	\$43.12	\$51.95	
TOTAL FRONT FEET PER TYPE	1723.39	589.25	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$74,312.58	\$30,611.54	\$104,924.11

TOTAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

NORTH SIDE	\$46,156.78
SOUTH SIDE	<u>\$58,767.12</u>
TOTAL BOTH SIDES	\$104,923.90

ESTIMATED INDIVIDUAL ASSESSMENTS - WILLIAMS STREET

**WILLIAMS, SHIAWASSE TO WASHINGTON
NORTH SIDE**

SPECIAL ASSESSMENT ROLL

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
508	WILLIAMS	470-001-006	130.62	1	130.62	\$43.12	\$5,632.33	RM-1
502	WILLIAMS	470-001-005	130.62	0.75	97.965	\$43.12	\$4,224.25	RM-1
422-424	WILLIAMS	470-002-010	61	0.75	45.75	\$43.12	\$1,972.74	RM-1
416	WILLIAMS	470-002-009	61	1	61	\$43.12	\$2,630.32	RM-1
408	WILLIAMS	470-002-008	56	1	56	\$43.12	\$2,414.72	RM-1
402-404	WILLIAMS	470-002-007	66	0.75	49.5	\$43.12	\$2,134.44	RM-1
318	WILLIAMS	470-003-007	122	0.75	91.5	\$43.12	\$3,945.48	RM-1
310	WILLIAMS	470-003-008	61	1	61	\$43.12	\$2,630.32	RM-1
401-403	N WATER	470-003-009	61	0.75	45.75	\$43.12	\$1,972.74	RM-1
402	N WATER	470-004-011	122	0.75	91.5	\$43.12	\$3,945.48	RM-1
210	WILLIAMS	470-004-008	32	1	32	\$43.12	\$1,379.84	RM-1
403	N BALL	470-004-012	94	0.75	70.5	\$43.12	\$3,039.96	RM-1
404-410	N BALL	470-005-001	122	0.75	91.5	\$51.95	\$4,753.43	OS-1
110	WILLIAMS	470-005-007	56	1	56	\$51.95	\$2,909.20	OS-1
401	N WASHINGTON	470-005-008	66	0.75	49.5	\$51.95	\$2,571.53	OS-1
			1241.24		1030.085		\$46,156.78	

SOUTH SIDE

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
521	WILLIAMS	470-037-001	66	1	66	\$43.12	\$2,845.92	RM-2
509	WILLIAMS	470-037-002	66	1	66	\$43.12	\$2,845.92	RM-2
505	WILLIAMS	470-037-003	78	1	78	\$43.12	\$3,363.36	RM-2
501	WILLIAMS	470-037-004	65	1	65	\$43.12	\$2,802.80	RM-2
415	WILLIAMS	470-037-005	55	1	55	\$43.12	\$2,371.60	RM-2
409	WILLIAMS	470-038-003	115.5	1	115.5	\$43.12	\$4,980.36	RM-2
405	WILLIAMS	470-038-004	57.75	1	57.75	\$43.12	\$2,490.18	RM-2
401	WILLIAMS	470-038-005	57.75	1	57.75	\$43.12	\$2,490.18	RM-2
327	WILLIAMS	470-038-006	99	1	99	\$43.12	\$4,268.88	RM-2
321	WILLIAMS	470-038-007	82.5	1	82.5	\$43.12	\$3,557.40	RM-2
317	WILLIAMS	470-038-008	43.7	1	43.7	\$43.12	\$1,884.34	RM-2
303-311	WILLIAMS	470-038-009	138.8	0.75	104.1	\$43.12	\$4,488.79	RM-2
332-334	N WATER	470-013-003	93	0.75	69.75	\$51.95	\$3,623.51	B-3
215	WILLIAMS	470-013-004	33	1	33	\$51.95	\$1,714.35	B-3
331	N BALL	470-013-001	122	0.75	91.5	\$51.95	\$4,753.43	B-3
327-329	N WASHINGTON	470-012-001	264	0.75	198	\$51.95	\$10,286.10	OS-1
			1437		1282.55		\$58,767.12	

SEE SHEET TWO FOR EXPLANATION OF ASSESSMENT ROLL

OWOSSO





MEMORANDUM

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

DATE: September 10, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Summit Street Resurfacing – Special Assessment Resolution No 2

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. **Summit Street, from Abbott Street to Rubelman Drive**, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **September 18, 2017** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. City Council is asked to act upon Resolution No. 2 on **September 17, 2018** for the proposed improvement and set the public hearing date and time for Monday, October 1, 2018 at 7:30 p.m.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be considering Resolution No. 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution No. 2 for the following district:

Summit Street, a Public Street, from Abbott Street to Rubelman Drive

RESOLUTION NO.

**SUMMIT STREET
FROM ABBOTT STREET TO RUBELMAN DRIVE
FOR STREET RESURFACING
SPECIAL ASSESSMENT RESOLUTION NO. 2**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**SUMMIT STREET, A PUBLIC STREET, FROM ABBOTT STREET TO RUBELMAN DRIVE
FOR STREET RESURFACING**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$516,567.30 and determines that \$103,005.82 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$413,561.48 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, October 1, 2018 at 7:30 p.m. for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF SPECIAL ASSESSMENT HEARING
CITY OF OWOSSO, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement:

Summit Street, a Public Street, from Abbott Street to Rubelman Drive
Street Resurfacing

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, October 1, 2018 for the purpose of hearing any person to be affected by the proposed public improvement.

**ENGINEER'S ESTIMATE
SUMMIT STREET**

4-Sep-18

SUMMIT STREET ENGINEER'S ESTIMATE

WORK ITEM	UNIT	SUMMIT QUANTITIES	UNIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
MOBILIZATION, MAX	LSUM	1.00	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 12,300.00	\$ 8,200.00	\$ 8,200.00
DR STRUCTURE, REM	EA	16.00	\$ 350.00	\$ 5,600.00				
SEWER, REM, LESS THAN 24 INCH	LFT	510.00	\$ 10.00	\$ 5,100.00				
CURB AND GUTTER, REM	LFT	818.00	\$ 7.00	\$ 5,726.00	\$ 5,726.00	\$ 3,435.60	\$ 2,290.40	\$ 2,290.40
PAVT, REM	SYD	25.00	\$ 8.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 80.00	\$ 80.00
SIDEWALK, REM	SYD	208.25	\$ 8.00	\$ 1,666.00				
SUBGRADE UNDERCUTTING, TYPE II	CYD	50.00	\$ 25.00	\$ 1,250.00				
MACHINE GRADING, MOD	STA	35.00	\$ 700.00	\$ 24,500.00				
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EA	14.00	\$ 100.00	\$ 1,400.00	\$ 1,400.00	\$ 840.00	\$ 560.00	\$ 560.00
EROSION CONTROL, SILT FENCE	FT	50.00	\$ 2.00	\$ 100.00	\$ 100.00	\$ 60.00	\$ 40.00	\$ 40.00
MAINTENANCE GRAVEL	TON	100.00	\$ 25.00	\$ 2,500.00				
APPROACH, CL II, LM	CYD	2.50	\$ 40.00	\$ 100.00	\$ 100.00	\$ 60.00	\$ 40.00	\$ 40.00
SEWER BULKHEAD, 12 INCH OR LESS	EA	0.00	\$ 300.00	\$ -				
SEWER BULKHEAD, 15 INCH OR LESS	EA	0.00	\$ 350.00	\$ -				
SEWER BULKHEAD, 18 INCH OR LESS	EA	0.00	\$ 400.00	\$ -				
SANITARY SERV CONFLICT	EA	1.00	\$ 1,500.00	\$ 1,500.00				
DR STRUCTURE COVER, TEMP LOWERING	EA	7.00	\$ 250.00	\$ 1,750.00	\$ 1,750.00	\$ 1,050.00	\$ 700.00	\$ 700.00
HMA SURFACE, REM	SYD	6380.00	\$ 3.00	\$ 19,140.00	\$ 19,140.00	\$ 11,484.00	\$ 7,656.00	\$ 7,656.00
COLD MILLING HMA SURFACE	SYD	0.00	\$ 3.00	\$ -				
SAWCUTTING	LFT	0.00	\$ 3.00	\$ -				
AGGREGATE BASE, 6 INCH, MOD	SYD	6380.00	\$ 9.50	\$ 60,610.00				
AGGREGATE BASE, 8 INCH, MOD	SYD	0.00	\$ 11.25	\$ -				
AGGREGATE BASE, 9 INCH, MOD	SYD	0.00	\$ 12.00	\$ -				
GEOTEXTILE SEPARATOR	SYD	6380.00	\$ 1.50	\$ 9,570.00				
SEWER, SDR-26, 6 INCH, TRENCH DET B-MOD	LFT	0.00	\$ 35.00	\$ -				
SEWER, SDR-26, 8 INCH, TRENCH DET B-MOD	LFT	0.00	\$ 37.50	\$ -				
SEWER, SDR-26, 10 INCH, TRENCH DET B-MOD	LFT	247.00	\$ 40.00	\$ 9,880.00				
SEWER, SDR-26, 12 INCH, TRENCH DET B-MOD	LFT	10.00	\$ 45.00	\$ 450.00				
SEWER, SDR-26, 15 INCH, TRENCH DET B-MOD	LFT	338.00	\$ 52.00	\$ 17,576.00				
SEWER, SDR-26, 18 INCH, TRENCH DET B-MOD	LFT	37.00	\$ 60.00	\$ 2,220.00				
SEWER, SDR-26, 24 INCH, TRENCH DET B-MOD	LFT	0.00	\$ 75.00	\$ -				
SEWER, SDR-26, 30 INCH, TRENCH DET B-MOD	LFT	0.00	\$ 100.00	\$ -				
DR STRUCTURE COVER, ADJ, CASE 1	EA	4.00	\$ 475.00	\$ 1,900.00	\$ 1,900.00	\$ 1,140.00	\$ 760.00	\$ 760.00
DR STRUCTURE. ADJ, ADD DEPTH	FT	0.00	\$ 325.00	\$ -				
DR STRUCTURE COVER, EJ 1030	EA	0.00	\$ 450.00	\$ -				
DR STRUCTURE COVER, EJ 1060	EA	6.00	\$ 600.00	\$ 3,600.00	\$ 3,600.00	\$ 2,160.00	\$ 1,440.00	\$ 1,440.00
DR STRUCTURE COVER, EJ 1060 W/ TYPE N OVAL GRATE	EA	0.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -
DR STRUCTURE COVER, EJ 1120 W/ GASKET SEAL	EA	7.00	\$ 650.00	\$ 4,550.00	\$ 4,550.00	\$ 2,730.00	\$ 1,820.00	\$ 1,820.00
DR STRUCTURE COVER, EJ 7000	EA	10.00	\$ 700.00	\$ 7,000.00	\$ 7,000.00	\$ 4,200.00	\$ 2,800.00	\$ 2,800.00
DR STRUCTURE, 24 INCH DIA, MOD	EA	0.00	\$ 1,200.00	\$ -				
DR STRUCTURE, 36 INCH DIA. MOD	EA	10.00	\$ 1,400.00	\$ 14,000.00				
DR STRUCTURE, 48 INCH DIA. MOD	EA	6.00	\$ 1,800.00	\$ 10,800.00				
DR STRUCTURE, 60 INCH DIA. MOD	EA	0.00	\$ 2,600.00	\$ -				
DR STRUCTURE, 72 INCH DIA. MOD	EA	0.00	\$ 5,000.00	\$ -				
DR STRUCTURE, ADD DEPTH, 60 INCH, 8'-15' DEPTH	FT	0.00	\$ 100.00	\$ -				
DR STRUCTURE, ADD DEPTH, 72 INCH, 8'-15' DEPTH	FT	0.00	\$ 150.00	\$ -				
HAND PATCHING	TON	0.00	\$ 125.00	\$ -				

**ENGINEER'S ESTIMATE
SUMMIT STREET**

4-Sep-18

SUMMIT STREET ENGINEER'S ESTIMATE
WORK ITEM

	UNIT	SUMMIT QUANTITIES	UNIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
HMA, 2C@ 3"	TON	1125.00	\$ 75.00	\$ 84,375.00	\$ 84,375.00	\$ 50,625.00	\$ 23,962.50	\$ 33,750.00
HMA, 3C	TON	0.00	\$ 70.00	\$ -				
HMA, 4E3	TON	0.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA, 5E3@ 1.5"	TON	563.00	\$ 85.00	\$ 47,855.00	\$ 47,855.00	\$ 28,713.00	\$ 19,142.00	\$ 19,142.00
HMA APPROACH	TON	3.75	\$ 125.00	\$ 468.75	\$ 468.75	\$ 281.25	\$ 187.50	\$ 187.50
CEMENT	TON	1.25	\$ 250.00	\$ 312.50	\$ 312.50	\$ 187.50	\$ 125.00	\$ 125.00
CONCRETE PAVT, NONREINF, 9 INCH	SYD	0.00	\$ 60.00	\$ -				
DRIVEWAY, NONREINF CONC, 6 INCH	SYD	7.50	\$ 45.00	\$ 337.50	\$ -	\$ -	\$ -	\$ -
CURB AND GUTTER, CONC, DET F4, MOD	LFT	818.00	\$ 20.00	\$ 16,360.00	\$ 16,360.00	\$ 9,816.00	\$ 6,544.00	\$ 6,544.00
DETECTABLE WARNING SURFACE	LFT	100.00	\$ 35.00	\$ 3,500.00				
SIDEWALK RAMP, CONC, 4 INCH	SFT	1605.00	\$ 5.00	\$ 8,025.00				
SIDEWALK, CONC, 4 INCH	SFT	440.00	\$ 4.50	\$ 1,980.00				
SIDEWALK, CONC, 6 INCH	SFT	25.00	\$ 5.00	\$ 125.00				
MINOR TRAF DEVICES	LSUM	0.25	\$ 30,000.00	\$ 7,500.00	\$ 3,750.00	\$ 2,250.00	\$ 1,500.00	\$ 1,500.00
BARRICADE, TYPE III, HIGH INTENSITY, FURN & OPER	EA	2.50	\$ 100.00	\$ 250.00				
PEDESTRIAN TYPE II BARRICADE, TEMP	EA	1.00	\$ 150.00	\$ 150.00				
LIGHTED ARROW, TYPE C, FURN AND OPER	EA	1.00	\$ 300.00	\$ 300.00				
PLASTIC DRUM, HIGH INTENSITY, FURN & OPER	EA	31.25	\$ 20.00	\$ 625.00				
SIGN, TYPE B, TEMP, PRISMATIC, FURN & OPER	SFT	175.00	\$ 5.00	\$ 875.00				
TRAF REGULATOR CONTROL	LSUM	0.00	\$ 5,000.00	\$ -				
TURF ESTABLISHMENT, PERFORMANCE	SYD	450.00	\$ 5.00	\$ 2,250.00				
SIGN, TYPE III, REM	EA	1.00	\$ 10.00	\$ 10.00				
SIGN, TYPE III, ERECT, SALV	EA	1.00	\$ 40.00	\$ 40.00				
POST, STEEL, 3 POUND	FT	16.00	\$ 6.00	\$ 96.00				
POST, MAILBOX	EA	5.00	\$ 80.00	\$ 400.00				
VALVE BOX, ADJ	EA	1.00	\$ 200.00	\$ 200.00				
ABANDONED GAS MAIN CONFLICT	EA	2.50	\$ 500.00	\$ 1,250.00				
MISCELLANEOUS WORK ITEMS	LSUM	1.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
SUB TOTALS				\$ 430,472.75	\$ 239,087.25	\$ 143,452.35	\$ 85,847.40	\$ 95,634.90
ENGINEERING AT 15% ASSESSABLE COST				\$ 64,570.91	\$ 35,863.09	\$ 21,517.85	\$ 12,877.11	\$ 14,345.24
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 21,523.64	\$ 11,954.36	\$ 7,172.62	\$ 4,292.37	\$ 4,781.75
GRAND TOTALS				\$ 516,567.30	\$ 286,904.70	\$ 172,142.82	\$ 103,016.88	\$ 114,761.88

ESTIMATED SPECIAL ASSESSMENT
SUMMIT STREET

SUMMIT STREET

SPECIAL ASSESSMENT ROLL

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT	\$286,904.70
TOTAL ASSESSABLE FRONT FEET	2731.53

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$275,159.70	\$286,904.70	
CITY SHARE \geq 60%	\$172,142.82	\$172,142.82	
PROPERTY SHARE @ \leq 40%	\$103,016.88	\$114,761.88	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/2731.53	\$37.71	\$42.01	
TOTAL FRONT FEET PER TYPE	2731.53	0.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$103,006.00	\$0.00	\$103,006.00

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$52,586.60
EAST SIDE	\$48,552.57
SOUTH SIDE (ABBOTT)	<u>\$1,866.65</u>
TOTAL SPECIAL ASSESSMENT	\$103,005.82

ESTIMATED INDIVIDUAL ASSESSMENTS
SUMMIT STREET

SUMMIT ST. ABBOTT TO RUBELMAN
WEST SIDE

SPECIAL ASSESSMENT ROLL

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
447	ABBOTT	150-000-012	132	0.75	99.00	\$37.71	\$3,733.29	R-1
815	SUMMIT	150-000-013	66	1	66.00	\$37.71	\$2,488.86	R-1
436	BRANDON	150-000-014	66	0.75	49.50	\$37.71	\$1,866.65	R-1
901	SUMMIT	541-000-037	75	0.75	56.25	\$37.71	\$2,121.19	R-1
909	SUMMIT	541-000-039	82.5	1	82.50	\$37.71	\$3,111.08	R-1
917	SUMMIT	541-000-035	82.5	1	82.50	\$37.71	\$3,111.08	R-1
925	SUMMIT	541-000-036	90	1	90.00	\$37.71	\$3,393.90	R-1
1001	SUMMIT	541-000-044	99	1	99.00	\$37.71	\$3,733.29	R-1
1011	SUMMIT	541-000-045	76	1	76.00	\$37.71	\$2,865.96	R-1
1025	SUMMIT	541-000-047	89	1	89.00	\$37.71	\$3,356.19	R-1
1027	SUMMIT	541-000-048	66	1	66.00	\$37.71	\$2,488.86	R-1
1031	SUMMIT	541-000-053	82.5	1	82.50	\$37.71	\$3,111.08	R-1
1035	SUMMIT	541-000-054	82.5	1	82.50	\$37.71	\$3,111.08	R-1
1101	SUMMIT	541-000-059	82.5	1	82.50	\$37.71	\$3,111.08	R-1
1111	SUMMIT	541-000-058	82.5	1	82.50	\$37.71	\$3,111.08	R-1
1218	N. HICKORY	541-000-060	165	0.75	123.75	\$37.71	\$4,666.61	R-1
1311	SUMMIT	140-000-032	85	1	85.00	\$37.71	\$3,205.35	R-1
			1504		1394.50		\$52,586.60	

ESTIMATED INDIVIDUAL ASSESSMENTS
SUMMIT STREET

SPECIAL ASSESSMENT ROLL

SUMMIT ST. ABBOTT TO RUBELMAN
EAST SIDE

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
501	ABBOTT	140-004-001	132	0.75	99.00	\$37.71	\$3,733.29	R-1
816	SUMMIT	140-004-014	132	0.75	99.00	\$37.71	\$3,733.29	R-1
501	BRANDON	140-005-002	64	1	64.00	\$37.71	\$2,413.44	R-1
914	SUMMIT	140-005-001	115	1	115.00	\$37.71	\$4,336.65	R-1
918	SUMMIT	104-005-003	132	1	132.00	\$37.71	\$4,977.72	R-1
1002	SUMMIT	140-000-001	99	1	99.00	\$37.71	\$3,733.29	R-1
1004	SUMMIT	140-000-002	66	1	66.00	\$37.71	\$2,488.86	R-1
1020	SUMMIT	211-000-002	105.7	1	105.70	\$37.71	\$3,985.95	R-1
1026	SUMMIT	210-000-011	156.3	1	156.30	\$37.71	\$5,894.07	R-1
1040	SUMMIT	210-000-010	75	1	75.00	\$37.71	\$2,828.25	R-1
1044	SUMMIT	140-000-009	75	0.75	56.25	\$37.71	\$2,121.19	R-1
505	MOORE	210-000-008	75	0.75	56.25	\$37.71	\$2,121.19	R-1
1208	SUMMIT	140-000-013	66	1	66.00	\$37.71	\$2,488.86	R-1
502	RUBELMAN	360-000-004	130.7	0.75	98.03	\$37.71	\$3,696.52	R-1
			1423.7		1287.53		\$48,552.57	

ABBOTT STREET SOUTH SIDE

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
446	ABBOTT	140-001-007	66	0.75	49.50	\$37.71	\$1,866.65	R-1
			66		49.50		\$1,866.65	

TOTAL ASSESSABLE FRONT FOOTAGE

2731.53



City of Owosso

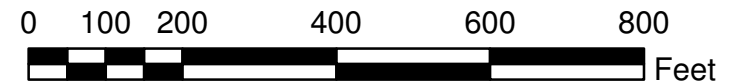
Proposed Special Assessment

Summit Street From Abbot St. to Rubelman Dr.

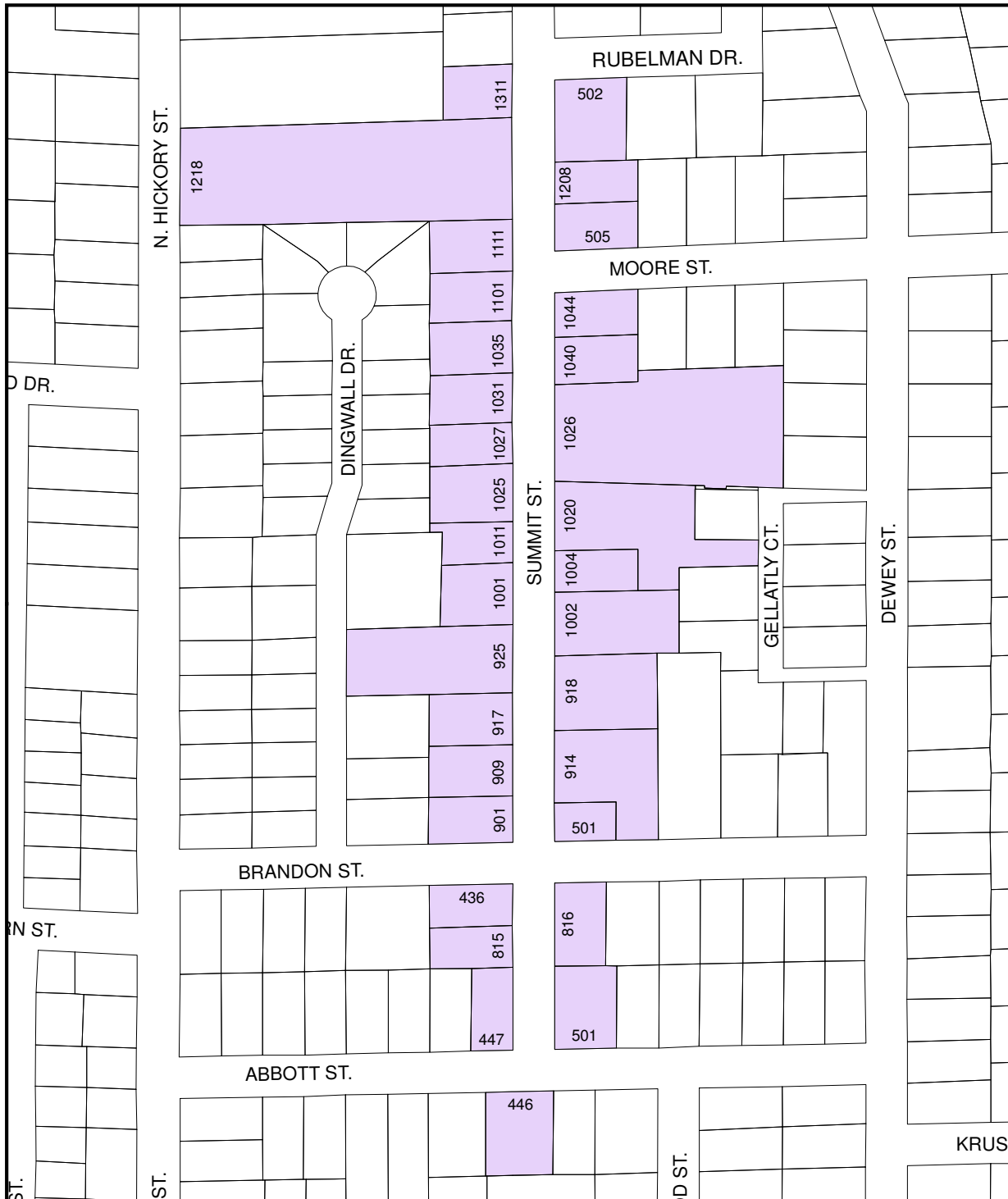


Legend

-  Summit Street Assessment Parcels
-  City Parcels 2018
- 501 Street Address Number



1 inch = 250 feet





MEMORANDUM

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

DATE: September 12, 2018

TO: Owosso City Council

FROM: Josh Adams; Executive Director, Owosso Main Street/DDA

SUBJECT: Facade Grant Bid Award Resolution Amendment

RECOMMENDATION:

Staff recommends amendment to Resolution No. 36-2018 removing the contingency amounts and revising the “not to exceed amount”.

BACKGROUND:

The City and Owosso Main Street/DDA has been working with downtown property owners and the Michigan Economic Development Corporation (MEDC) to implement the 2018-2019 Owosso MEDC/CDBG Facade Grant. During the August 20, 2018 Council Meeting, City Council approved Resolution No. 136-2018 awarding the bid for this work to First Contracting, Inc. After much discussion with the MEDC and H2A Architects it was determined by City staff that a reduction of contingency amounts and revision of the resolution was appropriate to better serve the property owners. This correspondence is to recommend amending the resolution by removing the 20% contingency language and revising the total “not to exceed” amount.

FISCAL IMPACTS:

There should be no direct fiscal impact resulting from this change as the amounts to be removed are funds that would be utilized only on a contingency basis.

**RESOLUTION NO. 136.1-2018
AMENDMENT TO RESOLUTION NO. 136-2018**

**AUTHORIZING THE MEDC/CDBG FACADE GRANT CONSTRUCTION CONTRACT
WITH FIRST CONTRACTING, INC.
FOR FAÇADE RENOVATION AT 114 N. WASHINGTON STREET, 115 N. WASHINGTON STREET,
AND 216-218 W. MAIN STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan requires general contract and construction services for the implementation of the MEDC Facade Grant; and

WHEREAS, the city sought bids from general contractors to conduct the work on 114 N. Washington Street, 115 N. Washington Street, and 216-218 W. Main Street proposed by H2A Architects of Davison, Michigan for the purpose of facade renovation; and

WHEREAS, it is hereby determined that First Contracting, Inc. of Ovid, Michigan is qualified to provide such services and 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 facade renovation of 114 N. Washington Street to First Contracting, Inc. in the amount of \$90,460, with a provision for an additional \$12,400 for 100% re-pointing of the brick should it be necessary. ~~plus a contingency amount of 20% of the contract.~~
- SECOND The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award the facade renovation of 115 N. Washington Street to First Contracting, Inc. in the amount of \$112,500.00. ~~with a contingency amount of 20% of the contract.~~
- THIRD: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award the facade renovation of 216-218 W. Main Street to First Contracting, Inc. in the amount of \$172,950.00. ~~with a contingency amount of 20% of the contract.~~
- FOURTH: 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 First Contracting, Inc. in the amount of \$375,910.00, with a provision for an additional \$12,400 for further re-pointing of brick should it be necessary.
- FIFTH: The accounts payable department is authorized to pay First Contracting, Inc. up to the total bid amount of \$388,310.00, plus a contingency amount not to exceed **\$37,691.00** for field adjustments/change orders upon written authorization of the City.
- SIXTH: 50% of the above expenses shall be paid from State of Michigan MEDC/CDBG Funds. The other 50% will be paid by the property/building owners. Private dollars will be placed in an escrow account before construction begins.



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

MEMORANDUM

DATE: September 11, 2018

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1405

Jack Wing, United Methodist Church Network, has requested a street and lot closure for the Greater Lansing Food Bank free food distribution event.

LOCATION:

Southwest area of Comstock Parking lot - public lot along Jerome Street between bowling alley and NCG Cinemas.

DATE/TIME:

September 22, 2018
8 am – 12:00 pm

The Public Safety Department has issued Traffic Control Order No. 1405 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the application, waiver of the insurance requirement, and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1405	9/11/18	1:30 pm

REQUESTED BY
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL
Parking Lot Closure

LOCATION OF CONTROL
Comstock Parking Lot - Southwest area

EVENT:
Greater Flint Food Bank Mobile Food Pantry
September 22, 2018
8:00 am until 12:00 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: United Methodist Care Network Date: 9-4-18

Primary Contact Person

Name: Jack Wing

Title: _____

Address: 5351 W. Mason Rd.

Owosso, MI 48867

Phone: 989/284-2314

Requested Date(s): Sept 22, 2018

Requested Hours: 8 AM to Noon

Area Requested (Parking Lot - Parade Route): Southwest area of Comstock parking lot (Public lot) (along Jerome Street between bowling alley & Cinemas (see map attached))

Detailed description of the use for which the request is made: free food distribution from Greater Housing Food Bank

- 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

Police security or presence is not needed.

Baricades by DPW Please night before

September 22, 2018

8 AM to Noon

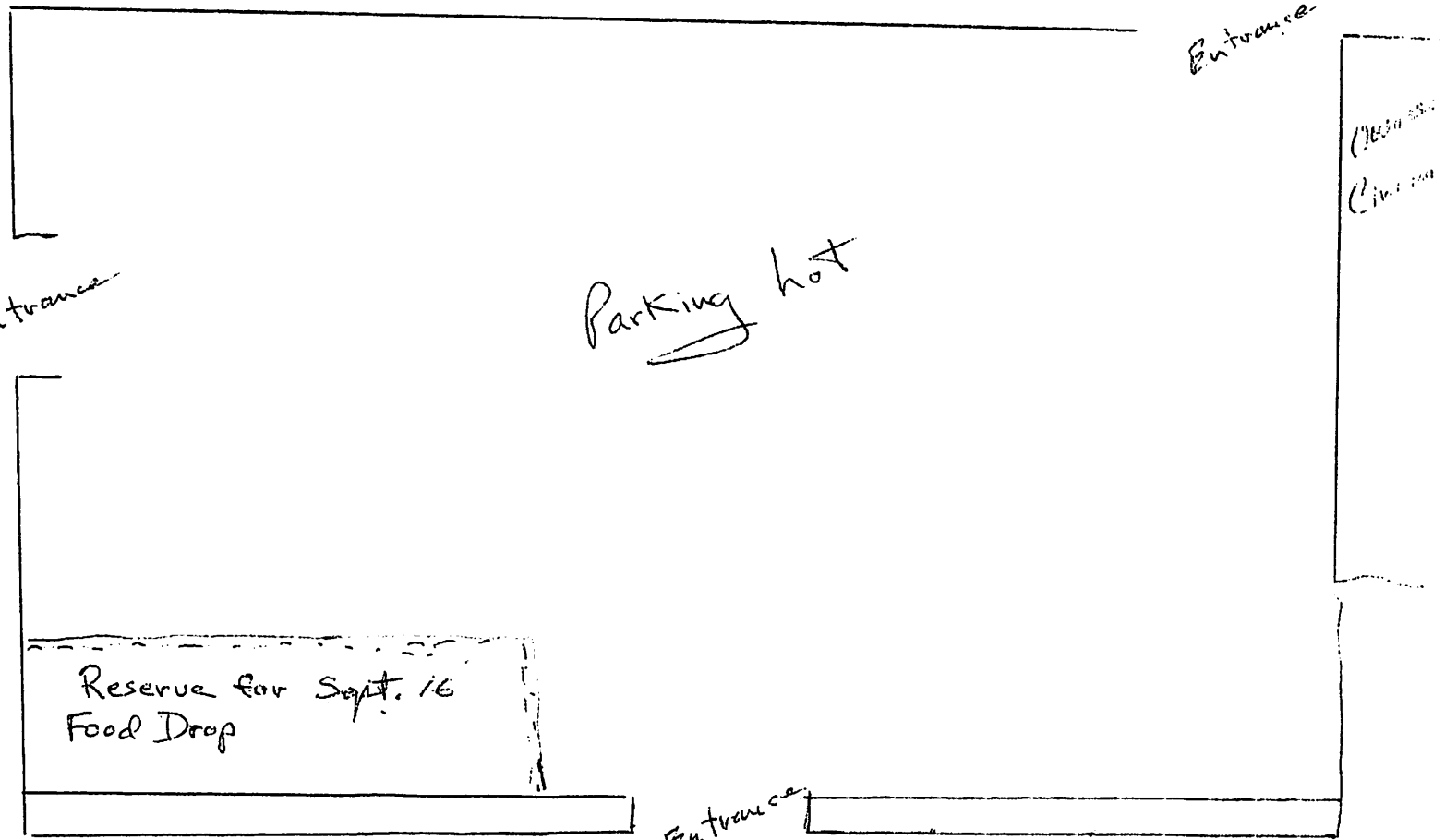
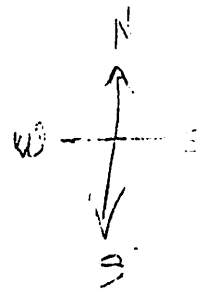
~~(set up barricades along alleyway at Sept. 21)~~

Contact Person:

Jack Wing

989/~~226~~ 284-2314

Roma's



Bowling Alley

Entrance

Parking lot

Entrance

Cinema
Cinema

Reserve for Sept. 16
Food Drop

Entrance

Jerome Avenue



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

MEMORANDUM

DATE: September 11, 2018
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1406

Jeff Deason, Shiawassee Regional Chamber of Commerce President, has requested a street and lot closures for Oktoberfest 2018.

LOCATION:

Parking lot at Exchange and Ball Streets, Ball Street

DATE/TIME:

5:00 am, October 11, 2018 to 5:00 pm, October 14, 2018

The Public Safety Department has issued Traffic Control Order No. 1406 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO
TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1406	9/11/18	1:30 pm

REQUESTED BY
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL
Street and lot closures

LOCATION OF CONTROL

Ball/Exchange parking lot (Lot #5)

10/11/18, 5:00 a.m. – 10/14/18, 5:00 p.m.

Water Street, from Exchange to North
North Street, from Water to High School

10/12/18, 5:30 p.m. - 7:30 p.m.

Water Street, from Exchange to North

10/13/18, 5:00 a.m. – 5:00 p.m.

EVENT:

Oktoberfest 2018
5:00 am 10/11/18 to 5:00 pm 10/14/18

APPROVED BY COUNCIL

_____, 20____

REMARKS



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

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

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

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

Name of individual or group: Shiawassee Regional Chamber of Commerce Date: 9/5/2018

Primary Contact Person

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

Requested Date(s): 10/11/18 – 10/14/18 Requested Hours: 5:00 a.m. 10/11 to 5:00 p.m. 10/14

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

Detailed description of the use for which the request is made: Oktoberfest 2018 – Please see attached closure list and site plan submitted to the State of Michigan Liquor Commission and Insurance Underwriting.

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

.....
Do Not Write Below This Line - For Officials Use Only

Approved Not Approved Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson

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

5:00 a.m. on Thursday, October 11 through 5 p.m. on Sunday, October 14, 2018:

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

5:30 p.m. to 7:30 p.m., Friday, October 12:

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

5 a.m. to 5:00 p.m., Saturday, October 13:

- Closure of Water Street from Exchange Street north to Mason Street (In conjunction with existing TCO approved for Downtown Owosso Farmers Market)

** One of the conditions of hiring Wheeler Party Rental is that they will provide a crew on Sunday, October 14th to remove the tent and all equipment that day so that the parking lot may reopen for business on Monday, October 15, 2018.*

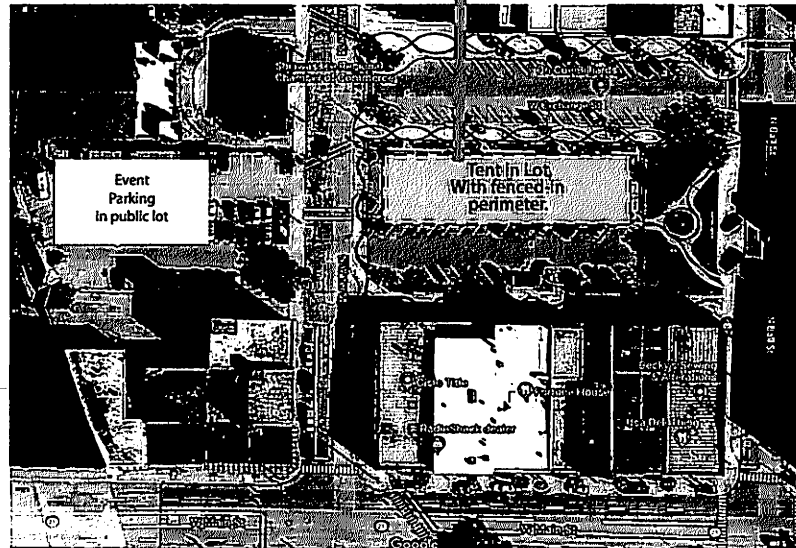
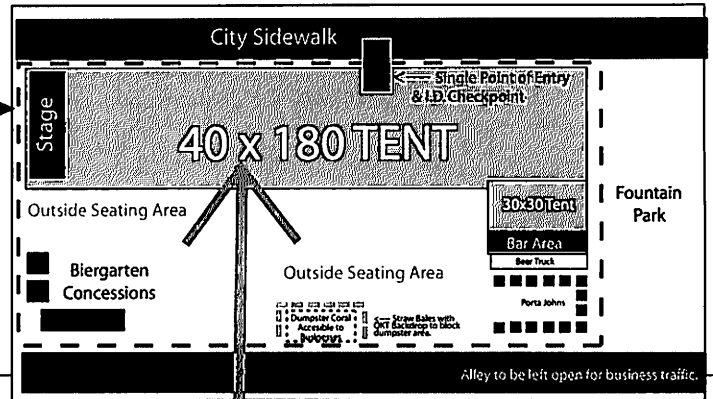
Oktoberfest Site Layout for October 12-13, 2018 in Downtown Owosso, MI

Expanded view of tent area:

Alcohol Sales Plan:

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

FENCE
BARRICADE
80' wide by
260' long



Oktoberfest 2018 Schedule of Events

Friday, October 12th

3:00 – 11:00 p.m.	Vendor Food Service/Biergarten Tent Open
3:00 p.m.	Ceremonial Tapping of the Keg – State Rep Ben Frederick
6:30 p.m.	“The Beer Run” 5K Walk/Run
7:15 p.m.	Awards Ceremony for The Beer Run
5:00 p.m. – 7:00 p.m.	St Julian Wine Tasting Party in Biergarten
5:00 – 11:30 p.m.	Live Music by Lenny Gomulka & The Chicago Push with DynaBrass of Toledo, OH
Midnight	Biergarten Closes

Saturday, October 13th

8:00 a.m. – 1:00 p.m.	Downtown Owosso Farmers Market
10:00 a.m. until finished	Shiawassee Family YMCA 3 on 3 Basketball
10:00 a.m. - 3:30 p.m.	LikeWater CrossFit Competition, Middle School Grounds
11:00 a.m.–11:00 p.m.	Vendor Food Service
High Noon	Ceremonial Tapping of the Keg – Mayor Chris Eveleth
Noon – 11:00 p.m.	Biergarten Tent Open
1:00 – 3:00 p.m.	Children’s Activities: Bounce house, Pumpkin painting Pumpkin bowling
1:00 – 4:00 p.m.	“Ein Prosit” – A 35-piece German Band performance
2:00 – 4:00 p.m.	Happy Hour – Buy One Get One Free Armbands
3:30 p.m.	Polka Dance Lessons in Main Tent with Joe & Sue Oginsky
5:00 p.m. – 11 p.m.	Music, by Lenny Gomulka & The Chicago Push/Gerry Kaminski’s Polka Network of Grand Rapids, MI
8:00 p.m.	Beer Stein Endurance Contest
Midnight	Biergarten Closes

www.facebook.com/oktoberfestinowosso

www.oktoberfestinowosso.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2018

PRODUCER CLH Insurance Agency Michael Ardelean 200 W Exchange St. Owosso, MI 48867 Phone: (989) 277-0984 Email: mike@clh-insurance.com	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Shiawassee Regional Chamber of Commerce Sue Kadlek 215 N Water St. Owosso, MI 48867	INSURER A: Lloyds Syndicate 2623	AA-1128623 82%
	INSURER B: Lloyds Syndicate 623	AA-1126623 18%
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> Retail Liquor Liability	EH-771318-L1669259	10/11/2018	10/15/2018	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED DEDUCTIBLE \$ 1,000								
	EH-771318-L1669259	10/11/2018	10/15/2018										
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 2200, Event Type: Festival & Cultural Event - Outdoor.

CERTIFICATE HOLDER

City of Owosso
 301 W Main St
 Owosso, MI 48867

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE
 Michael Ardelean

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Owosso 301 W Main St Owosso, MI 48867
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



MEMORANDUM

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

DATE: September 11, 2018

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Sanitary Sewer Collection System - Manhole Condition Assessments

RECOMMENDATION:

Authorization to amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan as Addendum No. 6, for engineering services to perform Sanitary Sewer Manhole Structural Condition Assessments, in the amount of \$67,900.00.

BACKGROUND:

Of the nearly 1,384 sanitary sewer manholes in the collection system, 625 were assessed and paid for via the SAW Grant in 2017. Eighteen (18) of these surveyed, or about 3%, will require extensive repair or replacement.

Approximately 759 sanitary sewer manholes remain to be inspected for structural condition. Many of these will need to be inspected prior to street construction and/or other underground utility replacements. These additional engineering assessment services will complete an Asset Management Plan component for this underground utility.

As with the previous 625 manholes surveyed, these remaining structural assessments will be rated and prioritized for repair or replacement as necessary. Critical repairs will be addressed early on, whereas less critical will be budgeted for planned maintenance and repair over the next 10 to 15 years. The average age of existing manholes in the collection system is 81 years.

OHM performed the structural assessments for the first 625 manholes as part of the Michigan Department of Environmental Quality SAW Grant, and is most familiar with our sanitary system.

FISCAL IMPACTS: OHM proposed engineering services in the amount of \$67,900.00 will be funded from the FY2018-2019 Wastewater Fund Account 590-549-818.000.

Document originated by: Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution
(2) OHM Proposal

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF ADDENDUM NO. 6 TO
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors by the adoption of Resolution 69-2017 on May 15, 2017; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the contract to include additional services for performing sanitary sewer manhole structural analysis, to complete program assessments for this underground utility for compliance with Asset Management Plan requirements.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution 69-2017 on May 15, 2017 with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors to include additional services for structural assessments of 759 remaining sanitary sewer manholes in the city of Owosso collection system.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors in an amount not to exceed \$67,900.00 for such engineering services.
- THIRD: The above expenses shall be paid for from the wastewater fund account 590-549-818.000.

September 10, 2018

Mr. Glenn M. Chinavare
Director of Public Services
City of Owosso
301 West Main
Owosso, MI 48867

RE: Condition Assessment – Sanitary Sewer Manholes

Dear Mr. Chinavare,

OHM Advisors is pleased to submit this proposal to finalize the inspections of the city's sanitary sewer manholes.

PROJECT UNDERSTANDING

In developing the city's wastewater asset management plan, OHM Advisors has evaluated a large portion of the sanitary sewer collection system. Approximately **759** of the sanitary sewer manholes have yet to be assessed. Finalizing this inventory will further define the data necessary for the city to develop long-term operations and maintenance strategies for the sanitary system. In order to accomplish this goal, OHM would need to perform the following services.

SCOPE OF SERVICES

Our scope of services for the overall work effort is as follows:

- ▼ Inspect remaining sanitary sewer manholes using Manhole Assessment and Certification (MACP) protocol and certified MACP personnel
- ▼ Process MACP coding to determine structural deficiencies and manholes having excessive I/I
- ▼ Establish rehabilitation methods along with associated costs
- ▼ Incorporate new information into the city's sanitary sewer geodatabase

DELIVERABLES

- ▼ Updated wastewater asset management plan database incorporating recent data collected for the city's use.



SCHEDULE

OHM Advisors has the capacity to start work immediately upon authorization by the City of Owosso.

Phase of Work	Duration
Manhole Inspections/MACP Assessments	7 weeks
Establish Rehabilitation Methods/ Costs	1 week
Wastewater Asset Management Plan Update	1 week

FEES

The services outlined above will be performed on an hourly basis with a total not-to-exceed fee for the sum of all tasks outlined in our scope of work. An estimated amount per task is listed in the table below as a summary of our fee, based on our attached 2018 rates for public projects. The total Not-to-Exceed Fee for this current scope of work, based on the below summary table is **\$67,900**.

	Fee
Manhole Inspections/ MACP Assessments	\$ 57,380
Establish Rehabilitation Methods/Costs	\$ 6,520
Update Asset Management Plan Database	<u>\$ 4,000</u>
	\$ 67,900

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to another successful project with the city.

Sincerely,
 OHM Advisors

 Louis P. Fleury, P/E.

M:\CVT\OwossoCity, MI\Proposals\2018\sanitary MACP inspections\121212_Owosso Proposal_mh inspections.DOCX

Orchard, Hiltz, & McCliment, Inc.
 CONSULTANT

City of Owosso
 CLIENT

_____	(Signature)	_____
_____	(Name)	_____
_____	(Title)	_____
_____	(Date)	_____



MEMORANDUM

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

DATE: September 10, 2018
TO: City Council
FROM: Glenn M. Chinavare, Director of Public Services & Utilities
SUBJECT: State of Michigan Salt Contract 171-180000000768

RECOMMENDATION:

Approval of award to Detroit Salt Company, LLC under State of Michigan Contract No. 171-180000000768 in the amount of \$23,336.00 for early delivery of 400 tons of road salt at \$58.34/ton, plus an additional quantity of 1,400 tons in the amount of \$73,486.00 at \$52.49/ton to be delivered as needed for the 2018/2019 contract period.

BACKGROUND:

The State of Michigan has taken competitive bids for road salt. The Detroit Salt Company, LLC was the low bidder for 2018. This contract became effective September 1, 2018 and will expire August 31, 2023.

Bulk salt prices last year for Owosso was:

- Early Delivery\$34.42/ton
- As Needed Bulk\$39.41/ton

FISCAL IMPACTS:

The above expenses in the amount of \$23,336.00 and \$73,486.00 shall be paid from the Local and Major Street Fund accounts 202/203.478.728.000 and State Trunk-line account 202.497.728.000.

Document originated by:

Glenn M. Chinavare
Director, Public Services & Utilities

Attachments: (1) Resolution
(2) MiDeal State Contract

RESOLUTION NO.

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

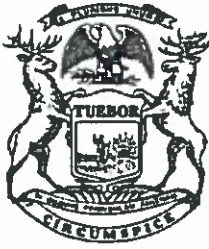
WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a responsibility to keep its streets safe during the winter months, and that this winter ice control maintenance is advisable, necessary and in the public interest; and

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

WHEREAS, in order to obtain the best price for road salt material, it is in the best interest of the city of Owosso to waive competitive bidding requirements and utilize the State of Michigan Contract No. 171-18000000768 effective September 1, 2018, provided by The Detroit Salt Company, LLC for the purchase of road salt at \$58.34 per ton for early delivery and \$52.49 per ton for as needed bulk.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase 1,800 tons of road salt from The Detroit Salt Company, LLC.
- SECOND: The contract between the City and The Detroit Salt Company, LLC shall be in the form of a Purchase Order, with reference to State of Michigan Contract No. 171-18000000768.
- THIRD: The accounts payable department is authorized to pay The Detroit Salt Company, LLC for road salt satisfactorily received, in the amount of \$23,336.00 for early delivery of up to 400/ton, and \$73,486.00 for as needed bulk up to 1,400/ton, for a total of \$96,822.00.
- FOURTH: The above expenses shall be paid from Local and Major Street Fund and State Trunk-line accounts 202/203.478.728.000 and 202.497.728.000.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management and Budget
525 W. Allegan Street, Lansing, MI 48913
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 171-180000000768
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Detroit Salt Company
	12841 Sanders Street
	Detroit, MI 48217
	Emanuel Manos
	313.841.5144
	sales@detroitssalt.com
	CV0040860

STATE	Program Manager	Melissa Longworth, P.E	MDOT
		517-636-4386	
	LongworthM@michigan.gov		
	Contract Administrator	Lymon C. Hunter, CDRB	DTMB
		517-249-0476	
		HunterL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Bulk Salt, Early Fill & Seasonal Back-Up- Statewide & MiDEAL			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2018	August 31, 2023	5- 1 year	August 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Per the attached specifications	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This contract agreement is awarded on the basis of our inquiry bearing ITN 180000000039. Orders for delivery will be issued directly by Departments and through the issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$5,053,100.00

FOR THE CONTRACTOR:


Detroit Salt Company
Company Name


Authorized Agent Signature

EMANUEL Z. MANDOS
Authorized Agent (Print or Type)

5/30/18
Date

FOR THE STATE:


Signature

Dan Stevens,
Category Manager, Commodities

Central Procurement

Date

EAST MICHIGAN PROSPERITY REGION - MIDEAL - 2018/2019			DETROIT SALT COMPANY							
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Early Deliver	Price	
1	Huron	HURON COUNTY ROAD COMMISSION	45 W. Kinde Rd	Kinde	MI	48445	(989) 269-6404	900	64.71	
2	Huron	HURON COUNTY ROAD COMMISSION	412 S. Hanselman St	Bad Axe	Michigan	48413	(989) 269-6404	200	64.71	
3	Huron	HURON COUNTY ROAD COMMISSION	9 Ruth Rd	Harbor Beach	Michigan	48441	(989) 269-6404	200	64.71	
4	Huron	HURON COUNTY ROAD COMMISSION	7405 Weale Rd	Pigeon	Michigan	48755	(989) 269-6404	200	64.71	
5	Huron	HARBOR BEACH, CITY OF	1360 Pierse Road	harbor beach	michigan	48441	(989) 479-6730	200	64.71	
6	Huron	SEBEWAING VILLAGE OF	145 W Main St	Sebewaing	mi	48759	(989)883-2700	50	64.71	
7	Lapeer	NORTH BRANCH, VILLAGE OF	4291 MILL STREET	NORTH BRANC	MICHIGAN	48461	(810) 688-3410	50	58.89	
8	Lapeer	IMLAY, CITY OF	604 E. First Street	Imlay City	Michigan	48444	(810) 724-2135	400	58.89	
9	Lapeer	LAPEER, CITY OF	217 Bentley Street	Lapeer	MI	48446	(810) 664-4711	100	58.89	
10	Lapeer	LAPEER COUNTY ROAD COMMISSION	820 Davis Lake Road	Lapeer	Michigan	48446	(810) 664-6272	3500	58.89	
11	Lapeer	LAPEER COUNTY ROAD COMMISSION	6710 Webster Road	Imlay City	Michigan	48444	(810) 664-6272	3250	58.89	
12	Lapeer	LAPEER COUNTY ROAD COMMISSION	5891 Old State Road	North Branch	Michigan	48461	(810) 664-6272	2500	58.89	
13	Lapeer	ALMONT, VILLAGE OF	413 Spring Street	Almont	Michigan	48003	(810) 798-8528	100	58.89	
14	Lapeer	DRYDEN, VILLAGE OF	5605 Liberty St	Dryden	MI	48428	(810) 796-2207	50	58.89	
15	Sanilac	CROSWELL, CITY OF	100 North Howard Ave.	Croswell	MI	48422	(810) 679-3158	250	58.89	
16	Sanilac	DECKERVILLE, VILLAGE OF	3550 Range Line Rd.	Deckerville	MI	48427	(810) 376-8591	50	60.31	
17	Sanilac	SANILAC COUNTY ROAD COMMISSION	195 Campbell St.	Sandusky	Michigan	48471	(810) 648-2185	600	60.31	
18	Sanilac	SANILAC COUNTY ROAD COMMISSION	4087 N. Decker Rd.	Snover	Michigan	48472	(810) 648-2185	50	60.31	
19	Sanilac	SANILAC COUNTY ROAD COMMISSION	5505 N. Ruth Rd.	Deckerville	Michigan	48427	(810) 648-2185	300	60.31	
20	Sanilac	SANILAC COUNTY ROAD COMMISSION	5530 Lancaster St.	Croswell	Michigan	48422	(810) 648-2185	200	60.31	
21	Sanilac	SANILAC COUNTY ROAD COMMISSION	2411 Peck Rd.	Brown City	Michigan	48416	(810) 648-2185	50	60.31	
22	Sanilac	LEXINGTON, VILLAGE OF	7226 Lester St.	Lexington	MI	48450	(810) 359-8536	50	60.31	
23	Shiawassee	LAINGSBURG, CITY OF	320 Grand River	Laingsburg	MI	48848	(517) 651-6101	100	58.34	
24	Shiawassee	SHIAWASSEE COUNTY ROAD COMMISSION	701 W Corunna Ave	Corunna	MI	48817	(989) 743-2228	2000	58.34	
25	Shiawassee	SHIAWASSEE COUNTY ROAD COMMISSION	1816 W Lansing Rd	Perry	MI	48872	(989) 743-2228	500	58.34	
26	Shiawassee	MORRICE, VILLAGE OF	1470 W. Britton	Morrice	MI	48857	(517) 625-3430	50	58.34	
27	Shiawassee	BYRON, VILLAGE OF	121 N Saginaw St	Byron	MI	48418	(810) 266-5090	50	58.34	
28	Shiawassee	PERRY, CITY OF	220 Lamb ST.	Perry	MI	48872		50	58.34	
29	Shiawassee	DURAND AREA SCHOOLS	9573 Monroe Rd.	Durand	MI	48429	(989) 288-2681	50	58.34	
30	Shiawassee	DURAND, CITY OF	501 Kent St	Durand	MI	48429	(989) 288-3113	100	58.34	
31	Shiawassee	OWOSSO, CITY OF	522 milwaukee	owosso	mi	48867	(989) 725-0555	400	58.34	
32	St. Clair	PORT HURON, CITY OF	1812 Bancroft	Port Huron	Michigan	48060	810-984-9730	2500	59.92	
33	St. Clair	ST. CLAIR, CITY OF	505 Palmer	St. Clair	MI	48079	(810) 329-7876	700	59.92	
34	St. Clair	ALGONAC, CITY OF	453 State Street	Algonac	Michigan	48001	810-794-5451	200	59.92	
35	St. Clair	YALE PUBLIC SCHOOLS	198 School Drive	Yale	MI	48097	(810) 387-3231	50	59.92	
36	St. Clair	MARINE CITY, CITY OF	514 S. Parker St.	Marine City	MI	48039	(810) 765-8846	200	59.92	
37	St. Clair	PORT HURON HOUSING COMMISSION	2529 Manuel	Port Huron	MI	48060	(810) 984-3173	50	59.92	
38	St. Clair	CAPAC, VILLAGE OF	212 matteson	capac	mich.	48014	(810) 395-4355	300	59.92	

DETROIT SALT COMPANY 2018/2019 - MIDEAL - East Michigan Prosperity Region

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal>50	Price
1	Huron	HURON COUNTY ROAD COMMISSION	45 W. Kinde Rd	Kinde	MI	48445	(989) 269-6404	1400	\$57.45
2	Huron	HURON COUNTY ROAD COMMISSION	412 S. Hanselman St	Bad Axe	Michigan	48413	(989) 269-6404	200	\$57.45
3	Huron	HURON COUNTY ROAD COMMISSION	9 Ruth Rd	Harbor Beach	Michigan	48441	(989) 269-6404	200	\$57.45
4	Huron	HURON COUNTY ROAD COMMISSION	7405 Weale Rd	Pigeon	Michigan	48755	(989) 269-6404	200	\$57.45
5	Huron	SEBEWAING VILLAGE OF NORTH BRANCH,	145 W Main St	Sebewaing	mi	48759	(989)883-2700	50	\$57.45
6	Lapeer	VILLAGE OF	4291 MILL STREET	NORTH BRANCH	MICHIGAN	48461	(810) 688-3410	150	\$54.52
7	Lapeer	IMLAY, CITY OF	604 E. First Street	lmlay City	Michigan	48444	(810) 724-2135	200	\$54.52
8	Lapeer	LAPEER, CITY OF	217 Bentley Street	Lapeer	MI	48446	(810) 664-4711	550	\$54.52
9	Lapeer	CLIFFORD, VILLAGE OF LAPEER COUNTY ROAD	4548 Madison St	Clifford	Mich	48727	(989) 761-7003	50	\$54.52
10	Lapeer	COMMISSION	820 Davis Lake Road	Lapeer	Michigan	48446	(810) 664-6272	1000	\$54.52
11	Lapeer	LAPEER COUNTY ROAD COMMISSION	6710 Webster Road	lmlay City	Michigan	48444	(810) 664-6272	1000	\$54.52
12	Lapeer	LAPEER COUNTY ROAD COMMISSION	5891 Old State Road	North Branch	Michigan	48461	(810) 664-6272	500	\$54.52
13	Lapeer	DRYDEN, VILLAGE OF	5605 Liberty St	Dryden	MI	48428	(810) 796-2207	50	\$54.52
14	Sanilac	BROWN CITY	7090 Merrill St	Brown City	Michigan	48416	(810) 346-2325	150	\$54.77
15	Sanilac	DECKERVILLE, VILLAGE OF	3550 Range Line Rd.	Deckerville	MI	48427	(810) 376-8591	50	\$54.77
16	Sanilac	SANILAC COUNTY ROAD COMMISSION	195 Campbell St.	Sandusky	Michigan	48471	(810) 648-2185	300	\$54.77
17	Sanilac	SANILAC COUNTY ROAD COMMISSION	4087 N. Decker Rd.	Snover	Michigan	48472	(810) 648-2185	500	\$54.77
18	Sanilac	SANILAC COUNTY ROAD COMMISSION	5505 N. Ruth Rd.	Deckerville	Michigan	48427	(810) 648-2185	300	\$54.77
19	Sanilac	SANILAC COUNTY ROAD COMMISSION	5530 Lancaster St,	Croswell	Michigan	48422	(810) 648-2185	400	\$54.77
20	Sanilac	SANILAC COUNTY ROAD COMMISSION	2411 Peck Rd.	Brown City	Michigan	48416	(810) 648-2185	500	\$54.77
21	Sanilac	LEXINGTON, VILLAGE OF	7226 Lester St.	Lexington	Mi	48450	(810) 359-8536	50	\$54.77
22	Shiawassee	LAINGSBURG, CITY OF SHIAWASSEE COUNTY	320 Grand River	Laingsburg	MI	48848	(517) 651-6101	100	\$52.49
23	Shiawassee	ROAD COMMISSION	701 W Corunna Ave	Corunna	MI	48817	(989) 743-2228	1000	\$52.49

24	Shiawassee	BYRON, VILLAGE OF	121 N Saginaw St	Byron	MI	48418	(810) 266-5090	50	\$52.49
25	Shiawassee	PERRY, CITY OF	220 Lamb ST.	Perry	MI	48872		50	\$52.49
26	Shiawassee	DURAND, CITY OF	501 Kent St	Durand	MI	48429	(989) 288-3113	100	\$52.49
27	Shiawassee	OWOSSO, CITY OF DURAND AREA	522 milwaukee	owosso	mi	48867	(989) 725-0555	1400	\$52.49
28	Shiawassee	SCHOOLS-LESS THAN 50	9573 Monroe Rd.	Durand	MI	48429	(989) 288-2681	30	\$52.49
29	St. Clair	PORT HURON, CITY OF	1812 Bancroft	Port Huron	Michigan	48060	810-984-9730	2000	\$53.67
30	St. Clair	ST. CLAIR, CITY OF PORT HURON AREA	505 Palmer	St. Clair	MI	48079	(810) 329-7876	300	\$53.67
31	St. Clair	SCHOOL DISTRICT	4035 Dove Rd	Port Huron	MI	48060	(810) 984-3101	500	\$53.67
32	St. Clair	ALGONAC, CITY OF	453 State Street	Algonac	Michigan	48001	810-794-5451	50	\$53.67
33	St. Clair	YALE PUBLIC SCHOOLS	198 School Drive	Yale	MI	48097	(810) 387-3231	50	\$53.67
34	St. Clair	MARINE CITY, CITY OF ST. CLAIR COUNTY	514 S. Parker St.	Marine City	MI	48039	(810) 765-8846	100	\$53.67
35	St. Clair	ROAD COMMISSION ST. CLAIR COUNTY	212 Matteson Street	Capac	MI	48014		3000	\$53.67
36	St. Clair	ROAD COMMISSION ST. CLAIR COUNTY	8791 Avoca Road	Avoca	MI	48006		2600	\$53.67
37	St. Clair	ROAD COMMISSION ST. CLAIR COUNTY	21 Airport Drive	St. Clair	MI	48079		8200	\$53.67
38	St. Clair	ROAD COMMISSION PORT HURON HOUSING	1769 South Parker Street	Marine City	MI	48039		3000	\$53.67
39	St. Clair	COMMISSION	2529 Manuel	Port Huron	MI	48060	(810) 984-3173	50	\$53.67
40	St. Clair	CAPAC, VILLAGE OF	212 matteson	capac	mich.	48014	(810) 395-4355	300	\$53.67
41	Tuscola	CASS CITY, VILLAGE OF	6737 Church Street	Cass City	Michigan	48726	(989) 670-9078	150	\$52.99
42	Tuscola	VASSAR, CITY OF	514 E. Huron Avenue	Vassar	Michigan	48768	(989) 823-7231	250	\$52.99
43	Tuscola	KINGSTON VILLAGE OF TUSCOLA COUNTY	3655 Ross St	Kingston	MI	48741		50	\$52.99
44	Tuscola	ROAD COMMISSION TUSCOLA COUNTY	4387 Beach Street	Akron	MI	48701	(989) 673-2128	500	\$52.99
45	Tuscola	ROAD COMMISSION	5847 Bruce Street	Deford	MI	48729	(989) 673-2128	500	\$52.99
46	Tuscola	REESE VILLAGE OF MILLINGTON	9723 Center Street	Reese	Michigan	48757	(989) 868-4503	100	\$52.99
47	Tuscola	COMMUNITY SCHOOLS	4675 Bishop St.	Millington	Michigan	48746	(989) 871-5251	50	\$52.99



MEMORANDUM

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

DATE: September 12, 2018

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Trickling Filter Distribution System Repairs - Wastewater Treatment Process

RECOMMENDATION:

Authorization to purchase repair components for the overhaul of three Trickling Filter Tower distribution piping systems, from Walker Process Equipment of Aurora, Illinois, for use at the Wastewater Treatment Facility.

BACKGROUND:

The Wastewater Treatment Plant employs three (3) Trickling Filter Towers as the biological process for removal of ammonia and nitrogen, otherwise known as the nitrification/denitrification process. All three towers disperse partially treated wastewater at the top of the towers via a distribution piping system. The nozzles and other attaching components have corroded and require replacement.

This is a sole source procurement of replacement parts from the original equipment manufacturer, and waiver of the competitive bidding process in accordance with the city of Owosso purchasing policy is requested. These components will be installed by city maintenance staff.

FISCAL IMPACTS:

Equipment expense in the amount of \$10,115.00 plus freight estimated at \$500.00 will be provided from the FY2018-2019 Capital Budget replacement fund 599-901-977.000.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution
(2) Quote

RESOLUTION NO.

**AUTHORIZING PURCHASE OF COMPONENTS AND PAYMENT TO
WALKER PROCESS EQUIPMENT
FOR REPAIR OF TRICKLING FILTERS AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for the repair and replacement of components for the biological process trickling filter/s distribution piping, and

WHEREAS, the existing distribution system nozzles and other attaching components are corroded, and determined to require replacement with original equipment manufacturer (OEM) parts. OEM Walker Process Equipment has provided pricing and availability of the required components at a cost of \$10,115.00, and

WHEREAS, the City Director of Public Services & Utilities has reviewed the necessity of replacement and the pricing provided from Walker Process Equipment, and has verified the replacement parts needed to restore the trickling filter distribution systems full operating condition, and recommends authorizing Walker Process Equipment to provide the required components an amount not to exceed \$10,115.00.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Walker Process Equipment of Aurora, Illinois for the purchase of repair components for the trickling filter towers at the Wastewater Treatment Plant.
- SECOND: The accounts payable department is authorized to submit payment to Walker Process Equipment in an amount of \$10,115.00 upon delivery of the required components, plus estimated shipping fees of \$500.00 for a total of \$10,615.00.
- THIRD: The above expenses shall be paid from account no. 599-901-977.000.

09-07-2018

QUOTE

CONTRACT#: 21061-2
W62221

WALKER PROCESS EQUIPMENT
A DIVISION OF MCNISH CORPORATION
840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951
Mike Fowler
(630) 264-5241
mfowler@walker-process.com

CUSTOMER: CITY OF OWOSSO WWTP
301 W. MAIN STREET
OWOSSO, MI 48867

CONTACT: TIM GUYSKI
PHONE:

JOB NAME: OWOSSO MWWT
OWOSSO, MI

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	SHIPMENT
1	SET - QTY 140 EACH - MK 4-1 & 4-2 - ADJUSTABLE ORIFACE - ALUMINUM - WPN 28440 - W/ MK 4-5 FASTENERS	4,970.00	4,970.00	2-3 WK ARO
1	SET - QTY 140 - MK 4-3 - ORIFICE GASKET - WPN 11285	1,440.00	1,440.00	2 WK ARO
1	SET - QTY 280 - MK 4-4 - CLAMP WASHER - WPN 24488	1,795.00	1,795.00	2 WK ARO
1	SET - QTY 128 - MK 4-7 - SPREADER PLATE - ALUMINUM - W/ MK 4-6 FASTENERS	2,990.00	2,990.00	2 WK ARO
1	SET - QTY 12 - MK 4-8 - END SPREADER PLATE - ALUMINUM - W/ MK 4-6 FASTENERS	360.00	360.00	2 WK ARO

6C

Net 30 Days after Shipment

QUOTE IS FOR THE QUANTITY SHOWN, IF QUANTITIES CHANGE QUOTE MUST BE REVISED.

~~\$11,555.00~~
\$10,115
 + FREIGHT

NOTE:

PRICES ARE FIRM FOR THIRTY (30) DAYS FROM THIS QUOTATION. ALL PRICES QUOTED ARE BASED ON BUYERS ACCEPTANCE TO THE COMPANIES STANDARD TERMS OF SALES, AND/OR ADDITIONAL TERMS ON THIS QUOTATION. PRINTED COPIES CAN BE MAILED UPON WRITTEN REQUEST. WALKER PROCESS IS NOT REGISTERED TO COLLECT OR PAY TAXES FOR YOUR PURCHASE OF MATERIALS.

THE PRICES QUOTED ARE SUBJECT TO ADJUSTMENT TO REFLECT CHANGES IN THE COST OF MATERIAL (A) AND OTHER ITEMS (B) TO WALKER PROCESS DIVISION OF MCNISH CORPORATION THAT OCCUR BETWEEN QUOTATION AND TIME MATERIALS ARE PURCHASED AS MEASURED BY:

- A. THE APPROPRIATE MATERIAL INDICES, SUCH AS NORTH AMERICAN CARBON STEEL PRICE INDEX.
- B. PRICE REVISIONS FOR ITEMS NOT MANUFACTURED BY WALKER PROCESS, DIVISION OF MCNISH CORPORATION.

SIGNED: _____ **DATE:** _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment with freight prepaid and added to the invoice.

Payment Terms

Net 30 Days of Order

Minimum Order

\$50.00

NOTE: Credit Card Orders are subject to 3% CC company charge.

When ordering parts, please refer to Contract Number: **W62221** and Quote No. **21061-2**

BY: **Mike Fowler** - (630) 264-5241

REPAIR SALES



DATE: 9.10.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: MUNETRIX AGREEMENT

BACKGROUND:

The City currently has BS&A for its financial management software package. This system handles most city functions (budgeting, general ledger, building, assessing, and utility billing). Where it falls short is short and long term forecasting, capital improvement planning, automatic financial 'red flagging,' and an ability to create reports or arrange data in a way that makes sense to people other than city staff and Council. Reports can be generated in house but not easily.

Munetrix is a business analytics software platform for municipalities that provides:

- Meaningful, actionable usable data
- Simplified financial presentations
- Benchmarking for performance management
- Customizable performance dashboards
- Key performance indicators
- A network of every Michigan municipality for comparative purposes and
- Tools to promote and improve economic development, community engagement, and transparency; both financial and operational

Munetrix is also an early warning system for overall municipal fiscal health as well as the fiscal health and trends of individual departments. We have a pretty good idea of what our fiscal health is on a year-to-year basis via our budget process and audits. However, there is currently no systematic long-term warning system built into our process that I am comfortable with or that can be presented easily. Munetrix would allow us to break down our operational and legacy financial picture into manageable pieces not only to give staff a clearer picture of where we've been and what's to come, but maybe more importantly, it has the power to bring in more public input because it is easy to understand and manipulate.

For instance, many times during budget workshops and public meetings, I have been asked "well what if we do this differently" or "what if we spend this much instead?" Answers to those questions from a financial planning standpoint require some calculating that can't realistically happen on the spot during the meeting. That is one of the main drawbacks to Microsoft Excel – which is how we generate most of the data that's presented to you. Munetrix on the other hand, will allow us to create and manipulate different scenarios in real time during meetings. There are limitations of course, but this would go a long way to answering questions faster and to be more transparent while we are at it.

From a transparency standpoint, Munetrix can assist us greatly. This program would allow us to expand upon the state-required fiscal health dashboard that has been a requirement for the last 8 years. We could even make our check registers available for viewing so that we would be more accountable for every public dollar we spend. Best of all, this information will be readily available on our website and through social media in a way that members of the public can easily understand.

Finally, this program already has Owosso's information in the database along with every other Michigan municipality. This is good for two reasons:

1. No ramp up time for Munetrix to compile all of our financial data. It's already sitting there because Munetrix pulls every municipality's annual F-65 filing from the State Treasurer's office as well as Owosso's Bureau of Labor Statistics and Census data from the Federal Government.
2. It would allow us to compare ourselves on many levels with every other municipality in the state.

FISCAL IMPACT:

The annual price for this service for the city of Owosso is \$5,571.70. Half of this will be paid for with a grant from the State Treasurer's office. **Final annual cost: \$2,785.85.**

RESOLUTION NO.

**AUTHORIZING PURCHASE OF
FINANCIAL MANAGEMENT SOFTWARE
FROM MUNETRIX LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Finance Department wishes to enter into an agreement with Munetrix LLC for financial planning and tracking software and services; and

WHEREAS, the City of Owosso is in need of the aforementioned software and services to supplement its current operations and financial systems for the purpose of expanding transparency and further ensuring the security of the its fiscal health and security; and

WHEREAS, the City of Owosso is eligible for a fifty percent (50%) matching grant for this service, and

WHEREAS, this is a budgeted item from 101.171.818.000

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 an agreement with Munetrix LLC for the provision of financial planning and tracking software and services at a cost to the City of Owosso of \$5,571.20 per year.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Agreement for Services between the City of Owosso, Michigan and Munetrix LLC up to the amount of \$5,571.20.
- THIRD: The above expenses shall be paid from General Fund account 101-299-818.000.

September 7, 2018

Mr. Nathan Henne
City Manager
City of Owosso
301 W. Main St.
Owosso, MI 48867-2925

Dear Mr. Henne:

Thank you for your interest in a subscription to Munetrix. Our pricing is population based, and the yearly investment is identified below. As a web-based service, there is no installation required on your part, including for any updates. All you will need is a browser to open the tool, login and begin using it.

Organization Name: Owosso

Contact Name: Mr. Nathan Henne

Type: City

Contact Phone: 989-725-0569

Population: 14596

Contact Email: nathan.henne@ci.owosso.mi.us

License Fee: \$4,844.70
Premium Edition

Setup & Training Fee: \$727.00
1st Year Only

A copy of our Subscription Agreement is included with this quotation. We will provide up to two User Seats per the Subscription Agreement, but we recommend no more than one "Fiscal Editor" for data integrity purposes. The other User Seat is for your Administrator, a Demographic Editor (all but financial) or for your IT support person. All users will be asked to read and accept the Terms of Use upon registration, a copy of which can be obtained from Munetrix.com. If additional user seats are required, a fee of \$250 per seat may apply.

We look forward to the opportunity to welcome you to our growing family. If you would like to learn more about the system or want to schedule a demo prior to making a decision, please contact us directly.

If you would like to proceed with the purchase of a subscription, please print and sign the appropriate pages to this document and fax to 248-683-5826, or scan/email to: subscription@munetrix.com. Next, go to www.munetrix.com, and register using the link at the top of the homepage. We will verify your role, synchronize your credentials to activate your user license and invoice you simultaneously.

Sincerely,



Robert Kittle
President & CEO
248-499-8355

- We would like to purchase a Premium Edition subscription to Munetrix
- We are only interested in Transparency Edition Subscription at this time

bob@munetrix.com

THIS OFFER IS VALID FOR 60 DAYS

MUNETRIX SERVICES PROPOSAL WORKSHEET

This Munetrix Services Proposal Worksheet identifies the proposal elements that are shown on the cover letter and Subscription Agreement. If any additional options or features are desired, please indicate on this document and we will adjust your plan and resend a new version to you. If you are satisfied with the Proposal Worksheet as is, no action is required except to sign the Subscription Agreement and return it back to us either by fax to (248) 683-5826 or a scan via email to subscription@munetrix.com.

Organization Name: Owosso		Organization Type: City	
Subscription or Service Type: Premium Edition			
Special Service or Overview:			
Terms: Net 30			
Contract Start Date: Upon receipt of signed agreement		Anniversary Date:	
Customer Account # 782040	Account Manager: K. Powell	Sales Vertical: Municipal	Client Referral Source:
Scope of Services or Deliverables: Premium Edition, Multi-Year contract with Munetrix. See subscription agreement for details.			Fees:
			<input type="checkbox"/> Fixed
			<input type="checkbox"/> Monthly
			<input type="checkbox"/> Annual
			<input checked="" type="checkbox"/> Multi-year
			14,596 Population
Description			Investment
Transparency Edition - (Meets State of Michigan Mandatory Minimum Requirements) & Includes:			Bundle Pkg.
Two User Seats			Included
Dynamic Dashboard			Included
Peer Group Comparisons			Included
BudgetBuilder™			Included
Debt Manager™			Included
Open Checkbook			Included
CVTRS/CIP Compliance Report Wizard			Included
Implementation Fee (<i>First Year Only</i>)			See Below
Basic Training & Support Included (<i>per subscription agreement unless option service upgrades chosen</i>)			Included
Subtotal:			Bundle Pkg.

Premium Edition - Includes all Transparency Features and:	\$4,844.70
<input type="checkbox"/> Buildings Manager™	Included
<input type="checkbox"/> Capital Improvement Manager™	Included
<input type="checkbox"/> Chart of Accounts Manager™	Included
<input type="checkbox"/> Custom Reports	Included
<input type="checkbox"/> ForecastBuilder™	Included
<input type="checkbox"/> Headcount Manager™	Included
<input type="checkbox"/> ProjecTracker™	Included
<input type="checkbox"/> Trust Fund Manager	Included
<input type="checkbox"/> Emergency Preparedness Manager (<i>Call for quote</i>)	N/A
<input type="checkbox"/> Implementation Fee (<i>First Year Only</i>)	\$727.00
<input type="checkbox"/> Basic Training & Support Included (<i>per subscription agreement unless option service upgrades chosen</i>)	Included
Subtotal (includes all Transparency & Premium features):	\$5,571.70

Additional Users:	
<input type="checkbox"/> Additional Authorized User(s): \$250 per additional user	\$0.00

Optional Features or Plans:	
<input type="checkbox"/> Board Member Module (\$150 per board member)	\$0.00
<input type="checkbox"/> Basic: \$3,000/year or \$250/month (+10% discount on subscription fee)	\$0.00
<input type="checkbox"/> Preferred: \$6,000/year or \$500/month (+20% discount on subscription fee)	\$0.00
<input type="checkbox"/> Optimal: \$12,000/year or \$1,000/month (+30% discount on subscription fee)	\$0.00

<input type="checkbox"/> Total Investment For Transparency Edition Plus Options:	N/A
<input checked="" type="checkbox"/> Total Investment for Premium Edition Plus Options:	\$5,571.70

Billing Address:	Owosso	301 W. Main St.	Owosso	MI	48867-2925
Bill-to Name:	Mr. Nathan Henne		Title:	City Manager	
			Email:	nathan.henne@ci.owosso.mi.us	
Details of Milestones (If Applicable)	Estimated Timing of Deliverables		Additional Fee(s) (If Applicable)		
Implementation	TBD - Based on date of contract execution		None		
Training	TBD - Based on date of contract execution		None		

AUTHORIZED USERS: Please provide this information. If additional user seats are needed, please indicate so above.

User #1 Name: _____

Title: _____

Email: _____

User #2 Name: _____

Title: _____

Email: _____

Additional User Name (Fees Apply): _____

Title: _____

Email: _____

Basic training and support includes:

1. One in-person or web-based training session upon activation of Owosso's Authorized User Accounts.
2. One web-based training and one refresher training session per year.
3. Basic phone, email and web-conferencing support
 - a. Additional Support Packages are also available for a fee – see Services Proposal Worksheet.

MUNETRIX SUBSCRIPTION AGREEMENT

THIS MUNETRIX SUBSCRIPTION AGREEMENT (the "Agreement") is made by and between **MUNETRIX, LLC** a Michigan Limited Liability Company whose address for purposes of this Agreement is 3297 Five Points Drive Auburn Hills, MI 48326 (the "Company") and the **CITY OF OWOSSO** whose address is 301 W. Main St., Owosso, MI 48867-2925 (the "Licensee"), (and together with the Company, the "Parties").

WHEREAS, MUNETRIX, LLC, offers subscriptions to the Munetrix "Municipal Metrics" financial transparency database (the "Tool") for the benefit of Administrators, Finance Officers, Business Managers, and Elected Officials, whereby they may subscribe to and be issued rights to use the Tool for fiscal transparency or business management practices;

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. Subscription.** As a condition to the Agreement, the Licensee shall pay the Company an annual fee (the "License Fee"). Payment of the License Fee is due within thirty (30) days of the earlier of a) the date Company sends an invoice to Licensee for the License Fee or b) Licensee's registration for use of the Tool. Within a commercially reasonable time following the Company's receipt of the executed Subscription Agreement, the Company agrees to provide the Licensee with full access to editing rights to the Munetrix Tool through the Company's website (Munetrix.com).

The annual subscription will have a start date coinciding with the complete execution of this Agreement ("Start Date"). The end date ("End Date") will be the first day of the month following twelve (12) months after the Start Date (the "Term").

The Parties agree that the Term shall automatically be renewed for successive one-year periods (each a "Renewal Term") unless the Company is notified in writing by the Licensee at least thirty (30) days prior to the applicable End Date that Licensee intends not to allow the Term to automatically renew. Licensee shall pay the Company an additional License Fee for each Renewal Term within thirty (30) days of the date Company sends an invoice to Licensee for the additional License Fee. The Licensee acknowledges that the License Fee may increase in each Renewal Term. The Company agrees to notify the Licensee at least sixty (60) days prior to a new Renewal Term if any increase in the License Fee will be implemented for that Renewal Term, and if a "Rate Lock" option is available for the applicable Renewal Term.

- 2. Users.** This Agreement provides up to two (2) Authorized Users of the Licensee organization the right to use the Tool during the Term and any applicable Renewal Term. For the purposes of this Agreement, the term "Authorized Users" shall mean any chief finance officers, chief administrators, support staff, or other employees of the Licensee that are elected or appointed during the time the Tool is being utilized and who agree to be bound by Munetrix's Terms of Use, and/or designated by the Licensee's Chief Administrative Officer.

In the case the Licensee desires to have additional User Seats, a fee of \$250 per additional user may be charged to the Licensee and added to the License Fee for each Term and applicable Renewal Term.

- 3. Licensee and User's Responsibilities.** The Licensee agrees that each Authorized User shall (i) be responsible for the accuracy, quality and legality of its data entered into the Tool (or any database that utilizes the Tool) and of the means by which such data is acquired, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Tool, and notify the Company promptly of any such unauthorized access or use, and (iii) use the Tool only in accordance with the Terms of Use and applicable laws and government regulations.

The Licensee agrees that each Authorized User shall not (a) make the Tool available to anyone other than an Authorized User, unless otherwise allowed or authorized per this Agreement, (b) sell, resell, rent or lease the Tool, (c) use the Tool to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or any other applicable law, (d) use the Tool to store or transmit viruses or malicious code, (e) interfere with or disrupt the integrity or performance of the Tool or any third-party data contained therein, or (f) attempt to gain unauthorized access to the Tool or Company's related systems or networks.

The Licensee agrees to immediately discontinue, decommission or otherwise notify Company to decommission any Authorized User from having access to the Tool upon termination of their employment from the Licensee's organization.

- 4. Company Responsibilities.** At a minimum of once per year, and as long as state agencies continue to provide Company access to bulk data downloads, the Company agrees to keep the data available to the Tool current with the most recent data made accessible to Company. The Company will also maintain the Tool in terms of security and up-time in accordance with industry standards in place at the signing of this Agreement.

Basic system enhancements will occur periodically at no additional charge. These updates will be in the form of slight modifications that make the system more user-friendly or intuitive and may include various additions to data or charts that can help a governmental

entity, or the general public understand the data better. No version downloads are required by the Licensee; these updates will automatically appear once released for production and a user notification will appear upon the Licensees next log-in. The notification feature is turned "on" as the Tool's default setting, and this preference may be changed by the Licensee using the system's settings.

- 5. Terms of Use.** The Licensee agrees to be bound by (and comply with) and agrees to cause its Authorized Users to be bound by (and comply with) this Agreement and Munetrix's Terms of Use. For the purpose of this Agreement, the "Terms of Use" shall mean those certain Terms of Use that are set forth on Munetrix's website and relate to the usage of Munetrix's site, tools, and products, as modified from time to time. To the extent that there is any direct conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall control and prevail.
 - 6. Guest User Link.** As a condition to this Agreement, the Licensee agrees to place an approved Munetrix Citizens Guide to Finances guest user link or other means to hyperlink the Munetrix Tool to their websites homepage.
 - 7. Limitation of Liability.** The liability of the Company arising out of or related to this Agreement or the Tool shall not exceed the amount of the most recent License Fee paid by the Licensee under this Agreement.
 - 8. Relationship of the Parties.** The Parties to this Agreement are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
 - 9. Assignment.** Licensee may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Company.
 - 10. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement shall remain in effect.
- In addition to any other rights and remedies that the Parties might have at law or in equity, the Company reserves the right to suspend or cancel this Agreement and access to the Tool in the event that the Licensee breaches (or threatens to breach) any term of this Agreement.
- 11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Use of the system is also deemed an acceptance of the agreement.
 - 12. Governing Law.** This Agreement shall be bound by the laws of the State of Michigan without regard to its conflicts of law provisions.
 - 13. Entire Agreement.** This Agreement along with the Terms of Use constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

The Licensee agrees to the provisions of this agreement and by signing warrants and represents that they have the authority to execute the transaction as of the Start Date.

Owosso

Munetrix, LLC



By: _____

By: Robert Kittle

Its: _____

Its: President & CEO

Date: _____

Date: July 13, 2018



DATE: 9.10.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: SKATEPARK CONSTRUCTION

BACKGROUND:

The city has received \$106,464 in donations for the construction of the new skate park at the Grove Holman pool site. SME conducted the necessary soil borings to determine compaction ratings and those came back satisfactory. Artisan Skateparks has been involved in this process since fundraising initially began. Setting the budget for the construction and planning was accomplished by involving Artisan from day one as some activities will be in-kind donations.

The overall design of the park is the product of many meetings between the Parks Commission and the skating community as well as online surveys and conversations with interested groups and individuals. This design is not the first, but after much consideration and buy-in, it is the best. Many thanks to the skating community for their hard work as well as the Parks Commissioners and community members who put so much time into this process. And of course, thank you so much to those who donated their time and money for the project. Now it's time to build.

BID WAIVER:

The City is asking Council to waive the bidding requirements for this project based on the project and services noncompetitive nature. This waiver request is determined to be within the City Manager's power under Article VI, Division 3, Section 2-346 of the Owosso Code of Ordinances.

FISCAL IMPACT:

Total cost of the skate park project: \$106,420.17.

RESOLUTION NO.

**RESOLUTION AUTHORIZING CONSTRUCTION OF A SKATEPARK
IN GROVE HOLMAN PARK**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to enter into a construction contract with Artisan Concrete Services, Inc. d/b/a Artisan Skateparks for construction of a skate park; and

WHEREAS, the City of Owosso has planned to construct a new skatepark on the former Holman Pool site; and

WHEREAS, the Owosso Parks and Recreation Commission has raised \$106,420.17 in donations for the project; and

WHEREAS, this is a budgeted item from account 101.756.818.000.

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 a contract with Artisan Concrete Services, Inc. d/b/a Artisan Skateparks in an amount not to exceed \$106,420.17 for the purpose of constructing a skatepark in Grove Holman Park.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Holman Skatepark Construction Contract between the City of Owosso, Michigan and Artisan Concrete Services, Inc. d/b/a Artisan Skateparks.
- THIRD: The City's purchasing agent is hereby authorized to pay a 10% down payment for the project and to disperse the remaining funds according to the contract.
- FOURTH: The above expenses shall be paid from the General Fund account 101.756.818.000.

Holman Skate Park Construction Contract

Page 1 of 7

This design-build construction contract (Contract), made on the 17th day of September, 2018 between City of Owosso, of 301 West Main Street, Owosso, Michigan 48867 (City), and Artisan Concrete Services, Inc. d/b/a Artisan Skateparks, a North Carolina Corporation, of 4600 Tamarack Drive, Kitty Hawk, North Carolina 27949 (Builder), for labor, material, and supervision in connection with the construction of a public skatepark (Skatepark), at the property identified as:

Grove Holman Park within the City of Owosso

Article I Contract Documents

This project is a design-build project and the following documents, construed together and in complimentary manner, form the Contract (Contract Documents):

1. This Contract and any addendum, exhibits, and warranties to the Contract that are attached and initialed to this Contract;
2. Architectural drawings job number #14-18, dated 9/10/2018, prepared by **__Pillar Design Studios** _____ (Architect), consisting of _____ sheets;
3. Specifications dated 9/10/2018, prepared by **__Pillar Design Studios** _____, as initialed by the parties to this Contract;
4. Applicable building codes;
5. Written change orders, as defined by this Contract; and
6. In the event of conflict between the Contract Documents, including the specifications, drawings, exhibits, addendum, or change orders, the most recent agreed-on revision to the specifications will apply.

Pronouns and relative words used will be read as if written in singular or plural, masculine or feminine as necessary to fit the parties on this Contract.

Article II Scope of Work

Builder agrees to finish all of the materials and perform all of the work required to construct on the premises of City described as a public use skatepark that will be in accordance with the

Contract Documents as defined by this Contract. This project involves construction of a custom poured-in-place concrete skatepark within the existing Grove Holman Park, as detailed in the Construction Documents, and any applicable plan sheets, drawings, depictions, descriptions and/or listed Bid Items contained in those documents.

Article III
Purchase Price and Payments

City agrees to pay Builder the sum, of which shall not exceed **\$106,420.17** (Purchase Price) (subject to written change orders) to construct the Skatepark in accordance with this Contract. On signing this Contract, City will pay Builder a deposit in the amount of \$**10,642.00** that will be applied to the Contract price. Thereafter, progress payments will be paid within 10 days of receipt of an invoice, pursuant to the following schedule and terms, except for change orders, which shall be paid as set forth in this Contract.

1. Payment schedule as follows:

a. Deposit	\$10,642.00 __(10%)_
b. Insurance, fencing, miscellaneous, etc.	\$21,284.00 __(20%)_
c. Digging, foundation	\$31,926.00 __(30%)_
d. Pouring and finishing of concrete	\$31,926.00 __(30%)_
e. Balance through bank construction draws	\$10,642.17 (remainder of contract) __(10%)_

2. Each draw request to the bank will be accompanied by a sworn statement. Builder agrees to comply with such other requirements and submittals as may be reasonably required by the City.
3. Final payment of the entire unpaid balance of the Contract sum, except for that agreed-on amount for work required to complete construction, incomplete items, and nonconforming work, will be made on City approval, and receipt of all warranties and approval of all governmental authorities having jurisdiction.
4. Any amount held in accordance with paragraph (3) for incomplete or nonconforming work will be deposited, by City, in escrow and will be released by written authorization from Builder and the City.

Article IV
Change Orders

On agreement between Builder and the City, change orders to the Skatepark may be necessary. It is agreed that the amount to be paid by the City for any changes or extras will be paid in advance. The City understands that change orders may cause delays in the time for completion and that those delays will not be considered a breach of this Contract by Builder.

Article V
Time for Completion

The project will be commenced by Builder within **210** days from the date of this Contract and be completed as soon as reasonably possible given delays caused by weather conditions, strikes, fire, material shortages, energy shortages, acts of God, or other causes beyond the control of Builder. The Skatepark will be deemed completed as of the date of the City taking possession/control of the premises, its equivalent by the governmental entity having jurisdiction to issue the same. Estimated completion date is **9** months, subject to delays and exceptions as specified in this Contract.

Builder will not be responsible for delays in completion of work resulting from acts or neglect of the City or persons employed by the City; delays resulting from damage by fire, windstorm, or casualty; delays from shortage of any building material; delays caused by process of courts or arbitration; change orders; or other circumstances beyond Builder's control.

Article VI
Possession of Premises

Until completion, as provided by this Contract, Builder will have exclusive possession, and the City will not occupy, sell, transfer, convey, or otherwise encumber the land without first obtaining written consent of Builder.

The City will not occupy/control the premises until the completion of inspections and approvals by the appropriate City officials, agents or other governmental authorities.

Article VII
Cleanup and Storage

Builder will keep the job site in a clean condition consistent with normal construction practices. Builder, at his own risk, will be permitted to store materials, tools, and equipment on site during construction.

Article VIII
City Requirements

City, in addition to other duties and obligations as provided by the Contract Documents, will do the following:

1. Within 10 days, respond to questions and issues raised by Builder regarding the construction or Contract Documents, including, but not limited to, selection of allowance items, materials, and colors, required during the construction process.

2. Provide verification of funds from City's bank or financial institution in a form reasonably satisfactory to Builder.
3. Complete all necessary applications required to obtain any and all permits and bonds and pay any fees relating to any hearings conducted by architectural review boards, planning commissions, or zoning boards.
4. Complete necessary materials selection and indicate, in writing, to Builder all necessary selections for completion of the Skatepark. If the City fails to make selections, Builder may, on written notice to the City, continue construction and make the necessary selection, in which case City agrees to accept same. Builder will have the right of substitution on construction materials, provided that the materials are at least comparable with and equivalent to those originally specified.
5. Timely provide or select any work or materials as set forth by the specifications necessary for the completion of the Skatepark. Any loss or delay for failure of the City to comply will be the responsibility of the City.
6. Provide accessible means of ingress and egress to the building site from a public road.

Article IX Inspections and Representations by Builder

Builder will facilitate all inspections by the local municipalities and progress payments under Article III above will be conditioned on all inspections passing local government approval as well as the reasonable approval of the City. Inspection and testing not required by the local municipalities will be paid by City.

Builder has examined and carefully studied the Contract Documents and the other related data identified in the Construction Documents.

Builder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of work.

Builder has carefully studied information that has been provided by the City, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect techniques, sequences, and procedures of construction to be employed by Builder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the original Construction Documents, and safety precautions and programs incident thereto.

Builder does not consider that any further examination, investigations, explorations, tests, studies, or data are necessary for the performance of work at the contract price, within the contract times, and in accordance with the other terms conditions of the Construction Documents.

Builder has correlated the information known to Builder, information and observations obtained from the City, reports and drawings identified in the Construction Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Construction Documents.

Builder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Builder has discovered in the Construction Documents, and the written resolution thereof by Engineer is acceptable to Builder.

Article X Builder's Experience

Builder is an experienced skatepark builder, having over fifteen (15) years of experience and has completed more than forty (40) like projects across the United States.

Article XI Builder's Insurance

On request, Builder will provide the City with liability insurance information and will deliver to City certificates of insurance and endorsements issued by Builder's insurance company.

Article XII Liability

Builder will indemnify, defend, and hold harmless the City from and against any and all expenses, damages, liabilities, and damages resulting from any breach or default by Builder under this Contract. Builder's liability, as a result of any claims, delays, liability, loss, or expense asserted or incurred as a result of default, negligence, or wrongdoing of Builder, its agents, employees, subcontractors, supplies, or persons acting under any of them is limited to the extent of Builder's insurance coverage that it may have insuring against such default, loss, damage, or liability.

Builder and City waive rights against each other to recover for damages of loss caused by fire or other perils that are covered by that insurance or any other insurance to the extent that the insurance or other insurance is valid and collectible.

Builder is not liable for any defects, claims, liability, loss, or expense asserted or incurred as a result of default, negligence, or wrongdoing of City, City's agent, or City's Architect. If City supplies construction plans and specifications, City will indemnify and hold Builder harmless from any and all defects, claims, liability, loss, or expense asserted or incurred as resulting from any defect in those plans.

Article XIII
Soil Conditions

City acknowledges and agrees that the Purchase Price is based on standard excavation with subsurface soil conditions adequate for the standard footing dimensions. If Builder determines the existence of any subterranean ground conditions that require de-watering, additional excavation, or additional footing work rendering the excavation and footing work nonstandard, City agrees to incur the cost for and treat the same as a change order.

Article XIV
Termination of Contract

If the City fails to make payment as required by this Contract, if the project is stopped for a period of 30 days or more and the stoppage was caused by the City, or if the City is otherwise in breach or default of this Contract and that breach has not been cured within 30 days after notice of default, Builder, on written notice, may terminate this Contract, and Builder will have all rights and remedies as set forth in this Contract.

If Builder fails to comply with the terms of this Contract, the City will notify Builder of the same as set forth in this Contract, and Builder will have 30 days to cure any such defect. After, the City will have all rights and remedies as set forth in this Contract.

Article XV
Successors and Assigns

This Contract may not be assigned by either party without written consent of the other party. The provisions of this Contract are binding on Builder and on the City, assigns, successors, executors, and administrators of the City.

Article XVI
Disputes

Any dispute between Builder and the City about this Contract, including the interpretation of this Contract and adequacy of performance of this Contract, will be resolved by arbitration before a single arbitrator who is mutually acceptable to Builder and the City. If Builder and the City are unable to agree on an arbitrator, either party may seek relief from a local court within Shiawassee County, Michigan, with proper jurisdiction.

Article XVII
Notices

All notices, deliveries, or tenders given or made in connection with this Contract will be deemed complete and legally sufficient if mailed by ordinary first-class mail or delivered to the party for whom the same is intended at the following addresses:

Builder:
**4600 Tamarack Dr.
Kitty Hawk, NC 27949**

The City:
**301 West Main Street,
Owosso, MI 48867**

Article XVIII
Headings

The section headings in this Contract are for reference purposes only and will not affect, in any way, the meaning or interpretation of this Contract.

Warranty

Limited warranty: Builder provides a limited warranty regarding the Skatepark as set forth in the Contract Documents as follows. Builder makes no other warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose, or habitability, other than the referenced limited warranty. Builder makes no guarantee, warranty, or representation relating to environmental issues affecting the premises or the Skatepark.

All structural and mechanical defects, of which Builder is notified in writing within 1 year(s) from the date of completion, will be repaired at Builder's expense. This limited warranty is not transferable or assignable and becomes null and void if the Skatepark is sold.

This Contract is made and entered into as of **9/17/2018**.

For the Builder:

Artisan Concrete Services, Inc.

Thomas A. Duck, President

For the City:

City of Owosso

ATTEST

Christopher T. Eveleth, Mayor

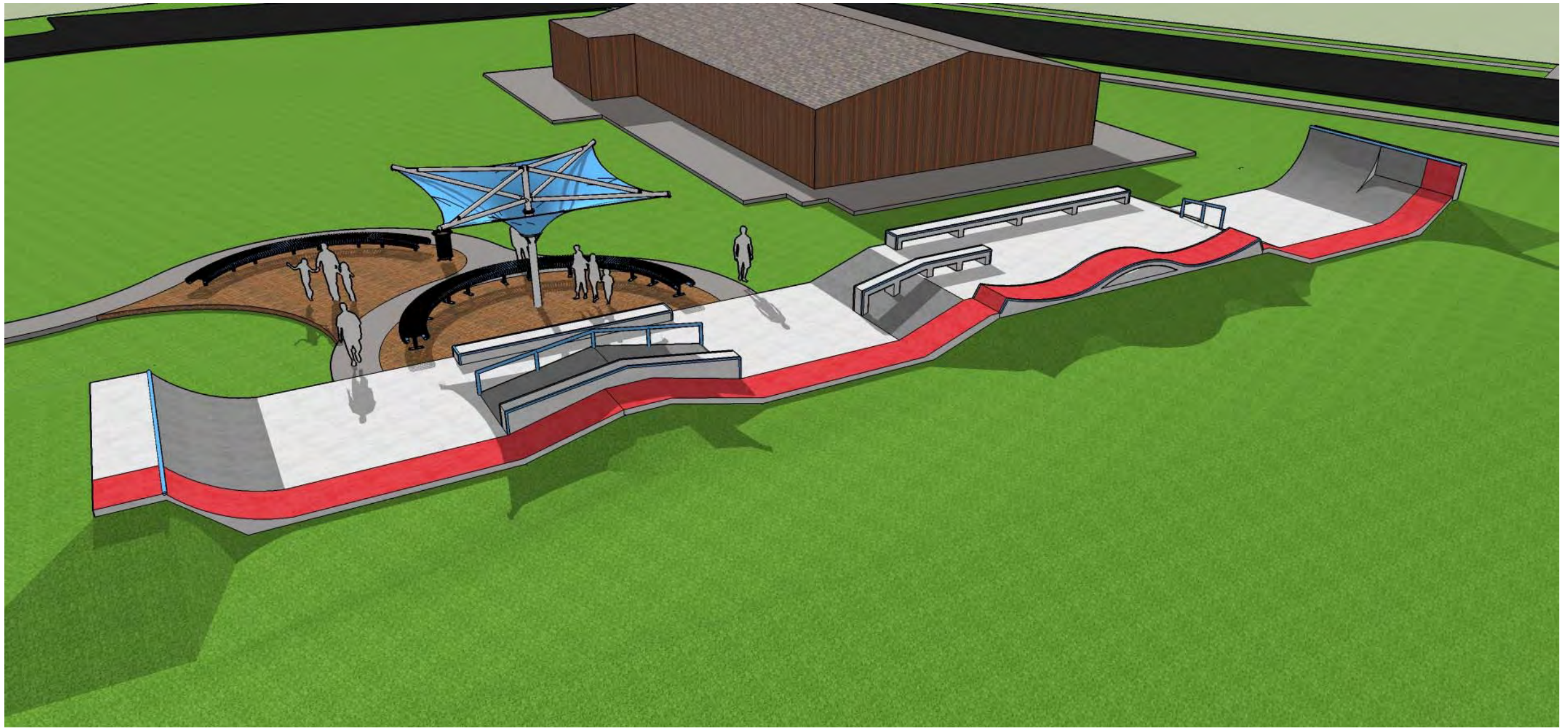
Amy K. Kirkland, City Clerk

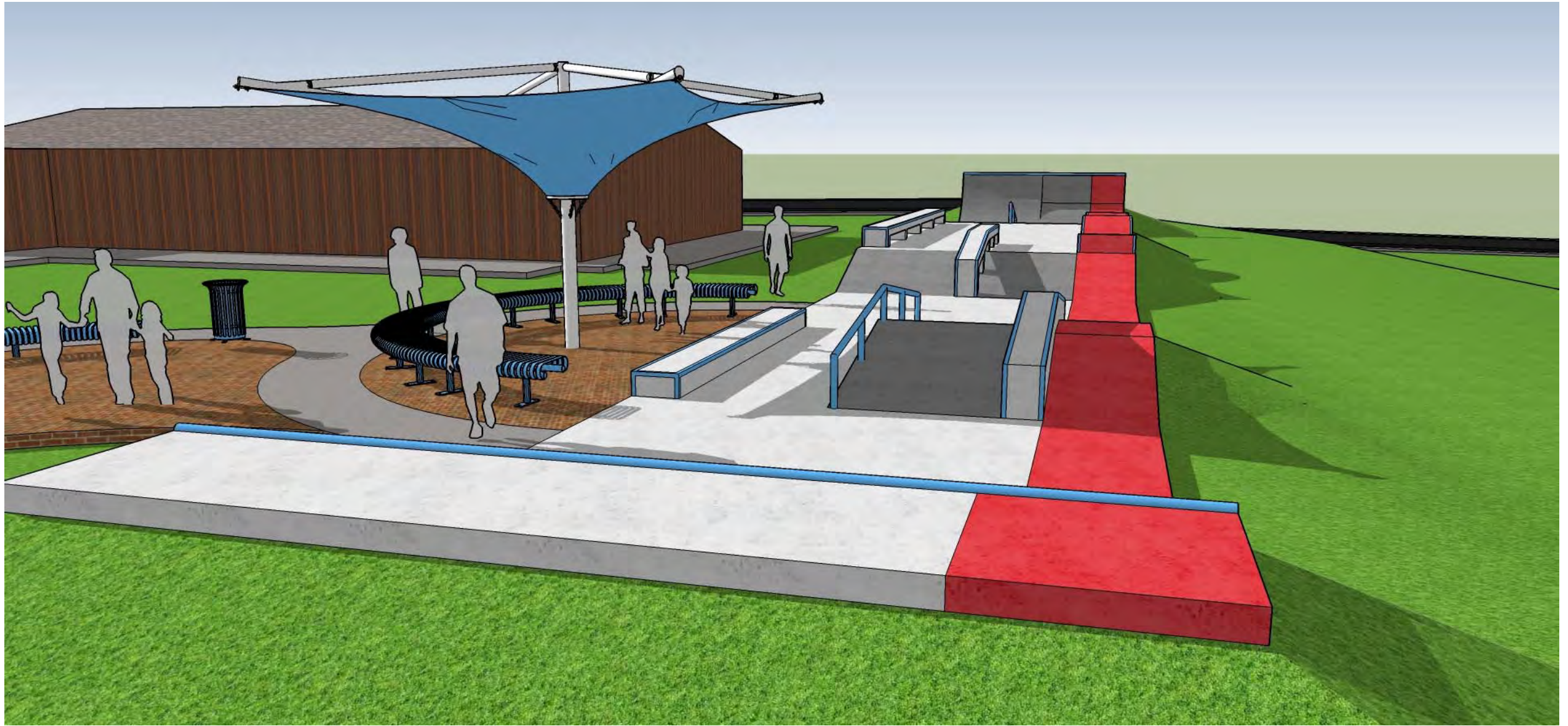


DATE: 08/16/18
CONCEPT C

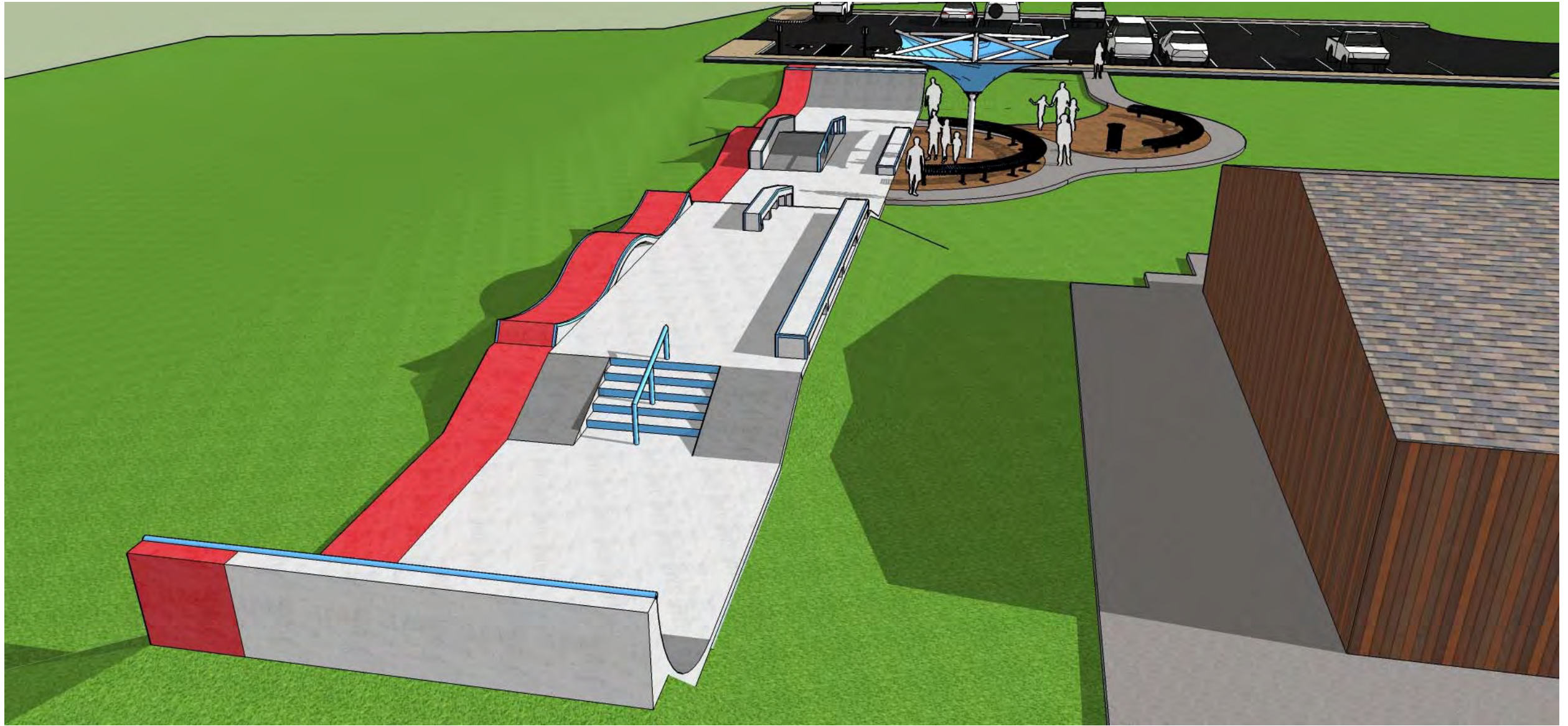


GROVE HOLMAN SKATEPARK
SKATEPARK PLAN
OWOSSO, MICHIGAN











MEMORANDUM

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

DATE: September 11, 2018

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Michigan Departmental of Environmental Quality (MDEQ) - Pilot Drinking Water Infrastructure Grant

RECOMMENDATION:

Authorization to enter into an agreement with Greenscape General Contracting of Lake, Michigan, for survey and identification of lead and galvanized water service lines in the amount of \$23,550.00.

BACKGROUND:

The Pilot Drinking Water Grant provides assistance to municipalities for updating distribution system material inventories and asset management plans, for the identification and planned replacement of lead and galvanized water service lines. These services, as required by the MDEQ, will establish the initial development of an Asset Management Plan, by surveying a wide area within the city limits. In the very near future, a second competitive bid process will target known locations of existing lead/galvanized water service lines for replacement.

OHM Advisors was approved by city council on April 2, 2018 to provide the scope of services for implementing this Pilot Drinking Water Grant. As attached, seven (7) competitive bids were received for providing the current survey and identification services. OHM has recommended Greenscape General Contracting as the low, responsible bidder.

FISCAL IMPACTS:

Funds in the amount of \$23,550.00, plus contingency services in the amount of \$5,000.00 will be provided from the Water Fund Account 591-901-972.000, which will be 100% reimbursed from MDEQ Grant funds.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Bid Tab
(2) OHM Recommendation
(2) Resolution

RESOLUTION NO.

**AUTHORIZATION TO ENTER INTO AN AGREEMENT
WITH GREENSCAPE GENERAL CONTRACTING, L.L.C.
FOR SURVEY AND IDENTIFICATION SERVICES OF LEAD AND GALVANIZED WATER SERVICE
LINES AS PART OF THE PILOT DRINKING WATER INFRASTRUCTURE GRANT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with the Michigan Department of Environment Quality (MDEQ) on April 2, 2018 to implement a Pilot Drinking Water Infrastructure Grant for the purpose of identifying lead and galvanized water service lines in the city of Owosso water distribution system; and

WHEREAS, the city and Director of Public Services & Utilities desires to enter into an agreement with Greenscape General Contracting, L.L.C. for the survey and identification of lead and galvanized water service lines, in accordance with MDEQ Pilot Drinking Water Grant compliance guidelines.

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 enter into an agreement with Greenscape General Contracting, L.L.C. for providing survey and identification services of lead and galvanized water service lines in accordance with MDEQ Pilot Drinking Water Grant compliance guidelines.
- SECOND: The accounts payable department is authorized to submit payment to Greenscape General Contracting, L.L.C. in an amount not to exceed \$23,550.00 for surveying services, plus an additional contingency amount of \$5,000.00 for a total of \$28,550.00.
- THIRD: The above expenses shall be paid for from the wastewater fund account 591-901-972.000.

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/4/2018

DEPT. DPW

SUBJECT: Water Service Lead Investigations

Greenscape General Contracting
PO Box 133
Lake, MI 48632
989-544-2489

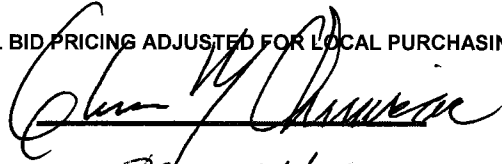
Young's Environmental Cleanup, Inc.
G-5305 N. Dort Hwy
Flint, MI 48505
810-789-7155

Monchilov Sewer Service LLC
2930 N. Thomas Rd.
Fairgrove, MI 48733
989-693-6690

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Site Investigation	63	EA	\$ 200.00	\$ 12,600.00	320.00	\$ 20,160.00	\$ 185.00	\$ 11,655.00
2	Restoration	1	LS	\$ 9,450.00	\$ 9,450.00	2,520.00	\$ 2,520.00	\$ 10,500.00	\$ 10,500.00
3	Traffic Control	1	LS	\$ 1,500.00	\$ 1,500.00	1,750.00	\$ 1,750.00	\$ 5,000.00	\$ 5,000.00
TOTAL BID					\$ 23,550.00		\$ 24,430.00		\$ 27,155.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE: N/A

DEPT. HEAD:



GENERAL LIABILITY INSURANCE

EXPIRATION DATE: 7/20/2019

AWARDED: _____

PURCH. AGENT:

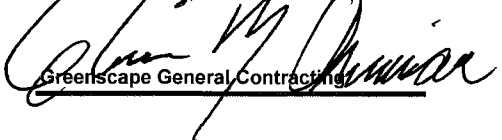


WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: 8/8/2019

COUNCIL APPROVED: _____

STAFF REC.:



SOLE PROPRIETORSHIP

EXPIRATION DATE: _____

PO NUMBER: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/4/2018
 DEPT. DPW

SUBJECT: Water Service Lead Investigations

Foco Inc.
 dba Dpendable Sewer
 512 Mcgraw St.
 Bay City, MI 48708
 989-892-3011

R. Roesse Contracting Co, Inc.
 2674 S. Huron Rd.
 P.O. Box 158
 KawKawlin, MI 48631
 989-415-6625

Joe Raica Excavating, Inc.
 3640 Nicholson Rd.
 Fowlerville, MI 48836
 517-521-4508

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Site Investigation	63	EA	\$ 325.00	\$ 20,475.00	\$ 465.00	\$ 29,295.00	\$ 500.00	\$ 31,500.00
2	Restoration	1	LS	\$ 5,985.00	\$ 5,985.00	\$ 6,300.00	\$ 6,300.00	\$ 10,000.00	\$ 10,000.00
3	Traffic Control	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
TOTAL BID					\$ 29,660.00		\$ 40,595.00		\$ 44,000.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/4/2018

DEPT. DPW

SUBJECT: **Water Service Lead Investigations**

M.L. Chartier Excavating, Inc.
 9195 Marine City Highway
 Fair Haven, MI 48023
 586-725-8373

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Site Investigation	63	EA	\$ 577.25	\$ 36,366.75				
2	Restoration	1	LS	\$ 7,550.00	\$ 7,550.00				
3	Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00				
TOTAL BID					\$ 47,416.75				

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:



September 10, 2018

Mr. Glenn Chinavare
Public Utilities Director
City of Owosso
301 W. Main Street
Owosso, MI 48867

RE: MDEQ Pilot Grant
Water Service Lead Investigations
Recommendation to Award Contract


Dear Mr. Chinavare:

Please find enclosed a copy of the bid tabulation prepared by your staff for bids opened and read on September 4, 2018. Greenscape General Contracting was the low bidder with a bid amount of \$23,550.00.

Based on references provided by the Contractor on past projects, OHM Advisors recommends the award of the contract to Greenscape General Contracting in the amount of \$23,550.00.

If any additional information is needed regarding this matter, please feel free to contact me at 810 429-8289.

Sincerely,
OHM Advisors



Louis P. Fleury, PE
Senior Project Manager

Enclosure



MEMORANDUM

Further documentation for this item will be provided as soon as it becomes available.

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

DATE: September 12, 2018

TO: Owosso City Council

FROM: Josh Adams; Executive Director, Owosso Main Street/DDA

SUBJECT: 2018-2019 Owosso MEDC/CDBG Facade Grant, Bid Award #2

RECOMMENDATION:

Bid award to a general contractor to conduct work on 114 W. Main Street proposed by H2A Architects of Davison, Michigan for the purpose of facade renovation associated with the 2018-2019 Owosso MEDC/CDBG Facade Grant (to be determined at a bid opening on Friday, September 14, 2018).

BACKGROUND:

The City and Owosso Main Street/DDA has been working with downtown property owners and the Michigan Economic Development Corporation (MEDC) to implement the 2018-2019 Owosso MEDC/CDBG Facade Grant.

During a June/July 2018 public bidding process bids for façade rehabilitation at 115 N. Washington Street and 216-218 W. Main Street came in within the cost estimates prepared by H2A Architects, while the bids for 114 N. Washington Street and 114 W. Main Street came in over budget. H2A Architects reviewed the bids with the contractors and owners trying to reduce costs and was able to achieve an agreement for 114 N. Washington Street. However, reduced costs were not able to be achieved for the property at 114 W. Main Street. As a result the property owner, H2A Architects, the MEDC, and the City determined that a rebid of the project at 114 W. Main Street was appropriate.

Based on discussions with the MEDC and the property owner, H2A Architects revised the bid documentation and rebid the project.

The public opening of the rebid is scheduled for Friday, September 14, 2018 at 3:00pmEST, which is after the council agenda deadline for the Monday, September 17, 2018, City Council meeting. Time is of the essence since the work for these projects is due to take place before the weather turns cold, and acting on the rebid portion of this project is essential to making that happen. Shortly after the public opening, H2A Architects, the property owner, and the City will be choosing the qualified bidder/contractor. This correspondence is to inform/prepare you that the City will have a winning contractor selected for your approval at the September 17th meeting. Copies of the winning bid/contractor will be sent to you for review immediately upon selection.

FISCAL IMPACTS:

50% of the above facade expenses are paid for by the State of Michigan MEDC/CDBG funds. The other 50% will be paid for by the property/building owners. Private dollars will be placed in an escrow account before construction begins.



Warrant 562
September 11, 2018

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and property insurance-2nd of 3 installments for FY 18/19	Various	\$63,726.00
		Total	\$63,726.00

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 08/01/2018 - 08/31/2018

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
08/03/2018	1	130104	BACH, DAVID	OVERPAYMENT	\$ 685.03
08/03/2018	1	130105	STONE, HAROLD W	REISSUED CHECK	\$ 35.20
08/03/2018	1	130106	ALL ABOUT ANIMALS	SPAY/NEUTER SERVICES-PD FOR BY DONATIONS	\$ 1,894.00
08/03/2018	1	130107	BARTZ EXCAVATING	BD Bond Refund	\$ 100.00
08/03/2018	1	130108	BRASHEARS, JILL	PATRIDGE PAVILION RESERVATION-REFUND	\$ 50.00
08/03/2018	1	130109	CAROLINA BRONZE SCULPTURE INC	REPLACEMENT FISHING POLE FOR CURWOOD SCULPTURE	\$ 750.00
08/03/2018	1	130110	CLARK FOUNDATION COMPANY	BD Bond Refund	\$ 50.00
08/03/2018	1	130111	COLLARD MASONRY	BD Bond Refund	\$ 100.00
08/03/2018	1	130112	CORDIER EXCAVATING	BD Bond Refund	\$ 700.00
08/03/2018	1	130113	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 189.00
08/03/2018	1	130114	DURAND AUTO PARTS	PARTS/SUPPLIES	\$ 110.36
08/03/2018	1	130115	FEDEX	SHIPPING	\$ 16.59
08/03/2018	1	130116	GA HUNT	BD Bond Refund	\$ 50.00
08/03/2018	1	130117	HALL, DEBBIE	HARMON PATRIDGE PAVILION RESERVATION-REFUND	\$ 50.00
08/03/2018	1	130118	HEIDT, BRIAN	HARMON PATRIDGE PAVILION RESERVATION-REFUND	\$ 50.00
08/03/2018	1	130119	HOME DEPOT CREDIT SERVICES	PARTS/SUPPLIES	\$ 222.25
08/03/2018	1	130120	KERR PUMP & SUPPLY	PUMP AND ACCESSORIES	\$ 3,673.10
08/03/2018	1	130121	LAMPHERE'S	CITY HALL AIR CONDITIONER TROUBLESHOOTING	\$ 240.00
08/03/2018	1	130122	MICHAEL'S PLUMBING	BD Bond Refund	\$ 150.00
08/03/2018	1	130123	MISDU	PAYROLL DEDUCTIONS	\$ 1,228.26
08/03/2018	1	130124	MONCHILOV SEWER SERVICE LLC	SANITARY SEWER SERVICE REPAIRS	\$ 14,164.50
08/03/2018	1	130125	NEOFUNDS BY NEOPOST	POSTAGE FUNDS FOR METER	\$ 2,000.00
08/03/2018	1	130126	P.W. DEVELOPMENT, LLC	BD Bond Refund	\$ 50.00
08/03/2018	1	130127	POLICE OFFICERS LABOR COUNCIL	EMPLOYEE DEDUCTIONS-UNION DUES	\$ 854.25
08/03/2018	1	130128	POSTMASTER	USPS MARKETING MAIL FEE	\$ 225.00
08/03/2018	1	130129	RICOH USA	MAINT/SUPPLIES FOR THREE RICOH COPIERS	\$ 950.16
08/03/2018	1	130130	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$ 4,649.61
08/03/2018	1	130131	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$ 60.00
08/03/2018	1	130132	TERRY, LAURIE	BENTLEY PARK PAVILION RESERVATION-REFUND	\$ - V
08/03/2018	1	130133	US DEPARTMENT OF EDUCATION	PAYROLL DEDUCTION	\$ 167.68
08/03/2018	1	130134	WEB ASCENDER	WEBSITE HOSTING-JULY/AUGUST/SEPTEMBER 2018	\$ 150.00
08/03/2018	1	130135	WEGMAN DR PATRICK	2018 SUMMER TAX REFUND	\$ 157.48
08/03/2018	1	130136	WHITT, TRACY	HARMON PATRIDGE PAVILION RESERVATION-REFUND	\$ 50.00
08/03/2018	1	130137	WODA CONSTRUCTION	BD Bond Refund	\$ 50.00
08/03/2018	1	130138	ZITO CONSTRUCTION CO	INDUSTRIAL PARK CONNECTOR PROJECT	\$ 96,761.70
08/03/2018	1	3390(A)	CARMEUSE LIME	BULK PEBBLE QUICKLIME	\$ 5,505.55
08/03/2018	1	3391(A)	CENTRISYS CORPORATION	SLUDGE DEWATERING CENTRIFUGE TUNE UP AND REPAIR	\$ 30,056.00
08/03/2018	1	3392(A)	CINTAS CORPORATION #308	FLOOR MATS	\$ 25.00
08/03/2018	1	3393(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$ 27,867.57
08/03/2018	1	3394(A)	D & G EQUIPMENT INC	PARTS/REPAIRS	\$ 815.94
08/03/2018	1	3395(A)	D & K TRUCK COMPANY INC	FREIGHTLINER 108 SD CAB & CHASSIS (2)	\$ 168,282.00
08/03/2018	1	3396(A)	DBI BUSINESS INTERIORS	CHAIR	\$ 250.00
08/03/2018	1	3397(A)	DORNBOS SIGN INC	SPACERS	\$ 110.50
08/03/2018	1	3398(A)	ED BIRKMEIER WELL DRILLING LTD	HINTZ WELL-FIELD REHAB	\$ 41,525.45
08/03/2018	1	3399(A)	ETNA SUPPLY COMPANY	PARTS	\$ 23,385.86
08/03/2018	1	3400(A)	FASTENAL COMPANY	PARTS	\$ 391.58

08/03/2018	1	3401(A)	FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING SERVICES	\$ 56,452.68
08/03/2018	1	3402(A)	GRAINGER, INC.	FLOW METER	\$ 228.00
08/03/2018	1	3403(A)	NATHAN HENNE	MML CONFERENCE-REIMBURSEMENT	\$ 685.23
08/03/2018	1	3404(A)	JACK DOHENY SUPPLIES INC	RETURNED ACCOUNT CLOSED	\$ - V
08/03/2018	1	3405(A)	LOCKWOOD, ANDREWS & NEWNAM INC	GUTE DRAINAGE DISTRICT BOUNDARY SETUP	\$ 400.00
08/03/2018	1	3406(A)	LUDINGTON ELECTRIC, INC.	ELECTRICAL REPAIRS	\$ 128.54
08/03/2018	1	3407(A)	MICHIGAN PAVING & MATERIALS CO	AMS SEAL	\$ 1,258.84
08/03/2018	1	3408(A)	MOTION INDUSTRIES, INC.	PARTS	\$ 1,131.37
08/03/2018	1	3409(A)	1ST CHOICE AUTO PARTS INC	PARTS/SUPPLIES	\$ 207.30
08/03/2018	1	3410(A)	NATIONAL VISION ADMINISTRATORS LLC	AUGUST 2018-VISION INSURANCE PREMIUM	\$ 463.01
08/03/2018	1	3411(A)	ORCHARD HILTZ & MCCLIMENT INC	SANITARY SEWER COLLECTION SYSTEM	\$ 46,145.25
08/03/2018	1	3412(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$ 210.00
08/03/2018	1	3413(A)	PHP INSURANCE COMPANY	AUGUST 2018-HEALTH INSURANCE PREMIUM	\$ 54,773.68
08/03/2018	1	3414(A)	PHYSICIANS HEALTH PLAN	AUGUST 2018-HEALTH INSURANCE PREMIUM	\$ 21,203.73
08/03/2018	1	3415(A)	POWERTECH SERVICES, INC.	ANNUAL INSPECTION/OIL TESTING	\$ 920.00
08/03/2018	1	3416(A)	SHULTS EQUIPMENT LLC	PARTS	\$ 793.00
08/03/2018	1	3417(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$ 331.86
08/03/2018	1	3418(A)	SUNBURST GARDENS, INC.	SPRINKLER HEAD FOR AMPHITHEATER	\$ 75.00
08/03/2018	1	3419(A)	JESSICA UNANGST	REIMBURSEMENT	\$ 142.00
08/09/2018	1	130139	MARK D AGNEW	REMOVE GRAPHICS-MEDIC 2	\$ 360.00
08/09/2018	1	130140	AMERICAN SPEEDY PRINTING	PATIENT INFORMATION PADS (4000)	\$ 106.70
08/09/2018	1	130141	B S & A SOFTWARE	ANNUAL/SUPPORT FEES-8/1/18-8/1/19	\$ 12,062.00
08/09/2018	1	130142	HIRD DOROTHY	UB refund	\$ 64.40
08/09/2018	1	130143	CORDIER EXCAVATING	BD Bond Refund	\$ 50.00
08/09/2018	1	130144	DOWNTOWN DEVELOPMENT AUTHORITY	TAX DISBURSEMENT	\$ 3,649.60
08/09/2018	1	130145	FIRST DUE FIRE SUPPLY	FIRE GEAR REPAIR	\$ 2,041.48
08/09/2018	1	130146	FISHER CHIPPEWA REDI-MIX, INC.	CONCRETE AND SUPPLIES	\$ 588.00
08/09/2018	1	130147	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$ 731.25
08/09/2018	1	130148	OWOSSO PUBLIC SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMENT	\$ 126.10
08/09/2018	1	130149	SHIAWASSEE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY TAX	\$ 240.54
08/09/2018	1	130150	SHIAWASSEE COUNTY TREASURER	MOBILE HOME TAX	\$ 1,170.00
08/09/2018	1	130151	SHIAWASSEE COUNTY TREASURER	TAX DISBURSEMENT	\$ 268,815.79
08/09/2018	1	130152	SHIAWASSEE DISTRICT LIBRARY	DELINQUENT PERSONAL PROPERTY DISBURSEMENT	\$ 17.42
08/09/2018	1	130153	SHIAWASSEE REGIONAL CHAMBER OF COMMERCE	MEETING ROOM RENTAL FEE-8/14/18	\$ 100.00
08/09/2018	1	130154	SPARTAN STORES LLC	RETIREMENT EVENT-PAID BY EMPLOYEE DONATIONS	\$ 23.48
08/09/2018	1	130155	STATE OF MICHIGAN	IFT SET MINUS CAPTURE	\$ 253.80
08/09/2018	1	130156	TERRY M BACK	TIRES	\$ 310.00
08/09/2018	1	130157	TITUS WELDING COMPANY INC	WWTP-CLARIFIER REPAIR	\$ 28,617.75
08/09/2018	1	130158	TRACTOR SUPPLY COMPANY	PARTS/SUPPLIES	\$ 153.61
08/09/2018	1	130159	U S BANK	2017 UTOG BONDS ADMIN FEE	\$ 500.00
08/09/2018	1	130160	WIN'S ELECTRICAL SUPPLY OF OWOSSO	PARTS/SUPPLIES	\$ 158.99
08/09/2018	1	3420(A)	ABSOPURE WATER COMPANY LLC	WATER FOR LAB USE	\$ 24.75
08/09/2018	1	3421(A)	AMERICAN WATER WORKS ASSOCIATION	OPERATORS CERTIFICATION EXAM PREP	\$ 211.50
08/09/2018	1	3422(A)	BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES	\$ 944.14
08/09/2018	1	3423(A)	CAPITAL CONSULTANTS	ENG SERVICES-REPLACEMENT OF WW PRIMARY CLARIFIERS	\$ 300.00
08/09/2018	1	3424(A)	CARMEUSE LIME	BULK PEBBLE QUICKLIME	\$ 5,418.05
08/09/2018	1	3425(A)	CE SOLUTIONS	UNLIMITED CEU PROGRAM	\$ 1,615.00
08/09/2018	1	3426(A)	CINTAS CORPORATION #308	FLOOR MATS	\$ 25.00
08/09/2018	1	3427(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$ 15,124.75
08/09/2018	1	3428(A)	DALTON ELEVATOR LLC	JULY 2018-CYLINDER RENT & SUPPLIES	\$ 492.36
08/09/2018	1	3429(A)	ELECTION SOURCE	ELECTION SUPPLIES	\$ 287.62
08/09/2018	1	3430(A)	EMPLOYEE BENEFIT CONCEPTS INC	AUGUST 2018-FSA ADMIN FEE	\$ 105.00

08/09/2018	1	3431(A)	FRONT LINE SERVICES, INC.	REPAIR TO TOWER 1	\$	445.89
08/09/2018	1	3432(A)	GALL'S INC.	BARRIER TAPE	\$	103.00
08/09/2018	1	3433(A)	H2A ARCHITECTS INC	FACADE PROJECTS	\$	4,035.00
08/09/2018	1	3434(A)	J & H OIL COMPANY	FUEL PE 7/31/18	\$	5,973.21
08/09/2018	1	3435(A)	J & M TREE SERVICE	2018 GRASS MOWING PROGRAM	\$	1,273.00
08/09/2018	1	3436(A)	KODIAK EMERGENCY EQUIPMENT INC	PARTS	\$	25.00
08/09/2018	1	3437(A)	LOGICALIS INC	JULY 2018-NETWORK ADMINISTRATOR/ENGINEERING	\$	5,488.00
08/09/2018	1	3438(A)	MICHIGAN CRITICAL POWER	ANNUAL PM GENERATOR	\$	713.00
08/09/2018	1	3439(A)	MID MICHIGAN EMERGENCY EQUIPMENT	REPAIR TO ENGINE 3	\$	160.00
08/09/2018	1	3440(A)	O'REILLY AUTO PARTS	PARTS/SUPPLIES	\$	17.30
08/09/2018	1	3441(A)	OLIN CORPORATION	SODIUM HYPOCHLORITE	\$	2,990.03
08/09/2018	1	3442(A)	PRINTING SYSTEMS, INC.	ELECTION SUPPLIES	\$	48.63
08/09/2018	1	3443(A)	REEVES WHEEL ALIGNMENT, INC	VEHICLE MAINTENANCE/REPAIRS	\$	2,706.32
08/09/2018	1	3444(A)	REPUBLIC SERVICES #237	AUGUST 2018-REFUSE SERVICE	\$	455.03
08/09/2018	1	3445(A)	SPICER GROUP, INC.	BRIDGE INSPECTIONS-GOULD ST/OLIVER ST	\$	850.00
08/09/2018	1	3446(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$	417.24
08/09/2018	1	3447(A)	BRYAN GLEN THOMAS	ELECTRICAL INSPECTIONS	\$	500.00
08/09/2018	1	3448(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES	\$	5,198.69
08/17/2018	1	130161	THE ACCUMED GROUP	JULY 2018-AMBULANCE BILLING SERVICES	\$	5,400.78
08/17/2018	1	130162	NANCY ARRIAGA	ELECTION WORK	\$	187.50
08/17/2018	1	130163	TRENA ASH	ELECTION WORK	\$	170.00
08/17/2018	1	130164	JOAN AUE	ELECTION WORK	\$	200.00
08/17/2018	1	130165	LORRAINE AUSTIN	ELECTION WORK	\$	140.00
08/17/2018	1	130166	BARTZ EXCAVATING	BD Bond Refund	\$	50.00
08/17/2018	1	130167	CATHERINE V BAUMGARDNER	ELECTION WORK	\$	170.00
08/17/2018	1	130168	HANORA WEEKS BIGNALL	ELECTION WORK	\$	85.00
08/17/2018	1	130169	NANCY L BLAIR	ELECTION WORK	\$	195.00
08/17/2018	1	130170	BROOKE BREWBAKER	ELECTION WORK	\$	182.50
08/17/2018	1	130171	DIANA BROWN	ELECTION WORK	\$	30.00
08/17/2018	1	130172	J WYMAN BROWN	ELECTION WORK	\$	- V
08/17/2018	1	130173	SCA NORTH AMERICA	UB refund	\$	5,812.10
08/17/2018	1	130174	JEAN E CLINE	ELECTION WORK	\$	175.00
08/17/2018	1	130175	LYNDA COBB	ELECTION WORK	\$	180.00
08/17/2018	1	130176	SHELLEY COOK	ELECTION WORK	\$	50.00
08/17/2018	1	130177	CORDIER EXCAVATING	BD Bond Refund	\$	150.00
08/17/2018	1	130178	DELTA DENTAL PLAN OF MICHIGAN	SEPTEMBER 2018-DENTAL INSURANCE PREMIUM	\$	3,414.35
08/17/2018	1	130179	FREDERICK G DIBEAN	ELECTION WORK	\$	195.00
08/17/2018	1	130180	MICHAEL ECKMYRE	ELECTION WORK	\$	195.00
08/17/2018	1	130181	SUZANNE EDWARDS	ELECTION WORK	\$	195.00
08/17/2018	1	130182	JOHN L. FORBES	ELECTION WORK	\$	192.50
08/17/2018	1	130183	LINDA GESSNER	ELECTION WORK	\$	170.00
08/17/2018	1	130184	BONNIE IRBY	ELECTION WORK	\$	175.00
08/17/2018	1	130185	LINDA KEMP	ELECTION WORK	\$	30.00
08/17/2018	1	130186	LINDA L KENNEY	ELECTION WORK	\$	187.50
08/17/2018	1	130187	EDWARD KOHAGEN	ELECTION WORK	\$	50.00
08/17/2018	1	130188	PATRICIA ANNE KOHAGEN	ELECTION WORK	\$	50.00
08/17/2018	1	130189	LEASHER, ROBERT C. & NICOLE L.	BD Bond Refund	\$	50.00
08/17/2018	1	130190	GAIL L LOVE	ELECTION WORK	\$	165.00
08/17/2018	1	130191	BILLY LUNDY	ELECTION WORK	\$	30.00
08/17/2018	1	130192	KAREN MARUMOTO	ELECTION WORK	\$	147.50
08/17/2018	1	130193	RUTH ANN MELLENTINE	ELECTION WORK	\$	175.00
08/17/2018	1	130194	MICHIGAN FIRE INSPECTORS SOCIETY	REGISTRATION-R BREWBAKER/M HARVEY	\$	716.90

08/17/2018	1	130195	MISDU	PAYROLL DEDUCTIONS	\$	1,228.26
08/17/2018	1	130196	MOLNAR, GARY	BD Bond Refund	\$	50.00
08/17/2018	1	130197	GLORIA NEMETS	ELECTION WORK	\$	80.00
08/17/2018	1	130198	NEW PARADIGM PROMOTIONAL MARKETING	JR FIRE FIGHTER STICKERS (2000)	\$	148.22
08/17/2018	1	130199	NORTH AMERICAN OVERHEAD DOOR INC	OFD-REMOTE CONTROL TRANSMITTER	\$	36.99
08/17/2018	1	130200	CAROLYN LEE O'CONNELL	ELECTION WORK	\$	175.00
08/17/2018	1	130201	ALICE LYN PETERSON	ELECTION WORK	\$	192.50
08/17/2018	1	130202	MARIELLEN PETO	ELECTION WORK	\$	195.00
08/17/2018	1	130203	LINDA PINCIK	ELECTION WORK	\$	192.50
08/17/2018	1	130204	GERALDINE MARGARET RAMOS	ELECTION WORK	\$	180.00
08/17/2018	1	130205	SHARON REUTHER	ELECTION WORK	\$	90.00
08/17/2018	1	130206	EUSTASIA REYNA	ELECTION WORK	\$	170.00
08/17/2018	1	130207	BERNETTE ROE	ELECTION WORK	\$	127.50
08/17/2018	1	130208	JUDY SENK	ELECTION WORK	\$	175.00
08/17/2018	1	130209	SHIAWASSEE REGIONAL CHAMBER OF COMMERCE	PROGRAM-VERONICA ANDERSON	\$	825.00
08/17/2018	1	130210	SOCIETY FOR HUMAN RESOURCE MANAGEMENT	MEMBERSHIP FOR JESSICA UNANGST	\$	189.00
08/17/2018	1	130211	MARGARET ELLEN SOWLE	ELECTION WORK	\$	127.50
08/17/2018	1	130212	MARISSA SPALDING	ELECTION WORK	\$	170.00
08/17/2018	1	130213	SPRINT COMMUNICATIONS	CELL PHONE SERVICE/EQUIPMENT	\$	1,310.91
08/17/2018	1	130214	CATHERINE STEVENSON	ELECTION WORK	\$	175.00
08/17/2018	1	130215	THOMAS STEVENSON	ELECTION WORK	\$	175.00
08/17/2018	1	130216	KARYL SULLIVAN	ELECTION WORK	\$	170.00
08/17/2018	1	130217	LARRY SULLIVAN	ELECTION WORK	\$	175.00
08/17/2018	1	130218	TERRY, LAURIE	BENTLEY PARK PAVILION RESERVATION REFUND	\$	50.00
08/17/2018	1	130219	IONE THOMAS	ELECTION WORK	\$	127.50
08/17/2018	1	130220	JORDAN TOWER	ELECTION WORK	\$	180.00
08/17/2018	1	130221	HECTOR M VALDEZ JR	ELECTION WORK	\$	170.00
08/17/2018	1	130222	DEBRA WHIPPLE	ELECTION WORK	\$	30.00
08/17/2018	1	130223	JENNIFER ZIETZ	ELECTION WORK	\$	170.00
08/17/2018	1	3449(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	1,766.80
08/17/2018	1	3450(A)	KODIAK EMERGENCY EQUIPMENT INC	PARTS-ENGINE 3	\$	216.86
08/17/2018	1	3451(A)	STEVEN PAUL KOHAGEN	ELECTION WORK	\$	112.50
08/17/2018	1	3452(A)	NEOPOST USA INC	POSTAGE METER RENTAL/MAINTENANCE	\$	287.10
08/17/2018	1	3453(A)	OFFICE DEPOT	SUPPLIES	\$	334.66
08/17/2018	1	3454(A)	SAFEBUILT MICHIGAN LLC	JULY 2018-BUILDING DEPARTMENT SERVICES	\$	9,186.67
08/17/2018	1	3455(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	MEDIC 3 BATTERY REPAIR	\$	239.95
08/23/2018	1	130224	ADVANCED DRAINAGE SYSTEMS INC	20" PIPE (4)	\$	940.12
08/23/2018	1	130225	AFLAC	AFLAC PREMIUM-PAYROLL DEDUCTION	\$	912.04
08/23/2018	1	130226	H K ALLEN PAPER CO	SUPPLIES	\$	991.00
08/23/2018	1	130227	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-AMY CYPERT	\$	587.00
08/23/2018	1	130228	THE ARGUS-PRESS	PRINTING OF LEGAL NOTICES ETC	\$	210.03
08/23/2018	1	130229	BARTZ EXCAVATING	BD Bond Refund	\$	50.00
08/23/2018	1	130230	CENTER FOR TECHNOLOGY & TRAINING	MAJOR STREETS TRAINING-R CHESNEY & C WEHNER	\$	130.00
08/23/2018	1	130231	CENTRAL MICHIGAN INDUSTRIES	BD Bond Refund	\$	50.00
08/23/2018	1	130232	COLLINS, CYNTHIA	HARMON PATRIDGE PAVILION RESERVATION REFUND	\$	50.00
08/23/2018	1	130233	CORDIER EXCAVATING	BD Bond Refund	\$	200.00
08/23/2018	1	130234	CORELOGIC CENTRALIZED REFUNDS	2018 Sum Tax Refund	\$	6,838.58
08/23/2018	1	130235	D & D TRUCK & TRAILER PARTS	PARTS	\$	2,033.73
08/23/2018	1	130236	DAYSTARR COMMUNICATIONS	SEPTEMBER 2015-PHONE AND BROADBAND INTERNET	\$	1,028.63
08/23/2018	1	130237	DELL MARKETING LP	WORKSTATION FOR UTILITY MAPPING ANALYST	\$	1,348.85
08/23/2018	1	130238	DOWNTOWN DEVELOPMENT AUTHORITY	TAX DISBURSEMENT	\$	2,636.39
08/23/2018	1	130239	FOWLER CONSTRUCTION INC	BD Bond Refund	\$	50.00

08/23/2018	1	130240	GA HUNT	BD Bond Refund	\$ 50.00
08/23/2018	1	130241	HAMMOND FARMS	COMPOST GRINDING, SCREENING AND TURNING	\$ 7,866.00
08/23/2018	1	130242	JAY'S SEPTIC TANK SERVICE	AUG 2018-PORTABLE TOILET RENTALS	\$ 585.00
08/23/2018	1	130243	JOE RAICA EXCAVATING INC	2018 STREET PROGRAM	\$ 126,866.14
08/23/2018	1	130244	LAMPHERE'S	AMR PROJECT-INSTALLS	\$ 5,287.43
08/23/2018	1	130245	LERETA, LLC	2018 Sum Tax Refund	\$ 827.96
08/23/2018	1	130246	MICHAEL TODD & COMPANY INC	SAFETY VESTS (35)	\$ 473.55
08/23/2018	1	130247	NORTH AMERICAN OVERHEAD DOOR INC	DOOR REPAIRS	\$ 588.88
08/23/2018	1	130248	NORTHSIDE ANIMAL HOSPITAL	CAT CARE-PAID FOR BY DONATIONS	\$ 1,202.17
08/23/2018	1	130249	OWOSSO BOLT & BRASS CO	AMR PROJECT PARTS	\$ 294.34
08/23/2018	1	130250	PHILLIPS, ELEANOR M	REIMBURSEMENT	\$ 867.50
08/23/2018	1	130251	SHIAWASSEE COUNTY TREASURER	TAX DISBURSEMENT	\$ 317,861.66
08/23/2018	1	130252	SORENSEN PLUMBING	WATER HEATER REPLACEMENT AT LIBRARY	\$ 1,040.17
08/23/2018	1	130253	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$ 4,415.38
08/23/2018	1	130254	STATE OF MICHIGAN	TAX DISBURSEMENT-OPRA SET	\$ 806.10
08/23/2018	1	130255	THE ARC	BENTLEY PARK PAVILION REFUND	\$ 100.00
08/23/2018	1	130256	UNITED PARCEL SERVICE	SHIPPING FEES	\$ 7.41
08/23/2018	1	130257	VALLEY LUMBER	MATERIALS/SUPPLIES	\$ 378.18
08/23/2018	1	130258	WATER ENVIRONMENT FEDERATION	MEMBERSHIP-TIMOTHY GUYSKY	\$ 145.00
08/23/2018	1	130259	ZITO CONSTRUCTION CO	INDUSTRIAL PARK CONNECTOR PROJECT	\$ 308,211.57
08/23/2018	1	3456(A)	APPLIED SPECIALTIES INC	LIMECURE-25	\$ 4,356.00
08/23/2018	1	3457(A)	BIOTRAID ENVIRONMENTAL INC	ODOR CONTROL UNIT AND SUPPLIES	\$ 845.58
08/23/2018	1	3458(A)	CINTAS CORPORATION #308	FLOOR MATS	\$ 25.00
08/23/2018	1	3459(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$ 8,551.22
08/23/2018	1	3460(A)	VOID		\$ -
08/23/2018	1	3461(A)	DORNBOS SIGN INC	STREET SIGNS	\$ 153.89
08/23/2018	1	3462(A)	EJ USA INC	LINCOLN ST WM MATERIALS	\$ 8,113.76
08/23/2018	1	3463(A)	ENG INC	ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION	\$ 11,335.15
08/23/2018	1	3464(A)	ESRI, INC.	MAINTENANCE	\$ 3,350.00
08/23/2018	1	3465(A)	ETNA SUPPLY COMPANY	AMR PROJECT MATERIALS	\$ 5,371.55
08/23/2018	1	3466(A)	FAMILY FARM & HOME	PARTS	\$ 114.86
08/23/2018	1	3467(A)	FISHER SCIENTIFIC CO.	ANNUAL LAB SUPPLY ORDER	\$ 1,380.94
08/23/2018	1	3468(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$ 375.42
08/23/2018	1	3469(A)	GOULD LAW PC	PROFESSIONAL SERVICES	\$ 11,169.08
08/23/2018	1	3470(A)	HACH COMPANY	SUPPLIES	\$ 295.56
08/23/2018	1	3471(A)	J & H OIL COMPANY	FUEL-PE 8/15/18	\$ 5,078.19
08/23/2018	1	3472(A)	J & M TREE SERVICE	2018 GRASS MOWING PROGRAM	\$ 1,103.00
08/23/2018	1	3473(A)	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	\$ 611.50
08/23/2018	1	3474(A)	MCNAUGHTON-MCKAY ELECTRIC COMPANY	PARTS	\$ 394.96
08/23/2018	1	3475(A)	MEMORIAL HEALTHCARE CENTER	DRUG SCREENING	\$ 170.75
08/23/2018	1	3476(A)	MICHIGAN BUSINESS & PROFESSIONAL AS	SEPTEMBER 2018-COBRA ADMIN FEE	\$ 50.00
08/23/2018	1	3477(A)	MICHIGAN MUNICIPAL LEAGUE WORKERS' COMPENSATION FUND	WORKERS' COMP PREMIUM-INSTALLMENT #2	\$ 20,230.00
08/23/2018	1	3478(A)	MICHIGAN WATER ENVIRONMENT ASSOCIATION	IPP SEMINAR FOR TIM GUYSKY-9/27/18	\$ 135.00
08/23/2018	1	3479(A)	EMD MILLIPORE CORPORATION	LAB SUPPLIES	\$ 1,018.80
08/23/2018	1	3480(A)	NCL OF WISCONSIN INC	ANNUAL LAB SUPPLY ORDER	\$ 723.65
08/23/2018	1	3481(A)	NORTHERN CONCRETE PIPE INC	INVENTORY AND STREET SUPPLIES	\$ 1,626.82
08/23/2018	1	3482(A)	PHP INSURANCE COMPANY	SEPTEMBER 2018-HEALTH INSURANCE PREMIUM	\$ 54,421.19
08/23/2018	1	3483(A)	PHYSICIANS HEALTH PLAN	SEPTEMBER 2018-HEALTH INSURANCE PREMIUM	\$ 20,618.27
08/23/2018	1	3484(A)	POLYDYNE INC	AF 4500 POLYMER	\$ 2,189.70
08/23/2018	1	3485(A)	ROHDE BROS EXCAVATING INC	2018 STREET PROGRAM	\$ 237,219.47
08/23/2018	1	3486(A)	RUBOB'S INC	JULY 2018-DRY CLEANING-PUBLIC SAFETY	\$ 317.80
08/23/2018	1	3487(A)	THE SHERWIN-WILLIAMS CO.	SUPPLIES	\$ 184.93

08/23/2018	1	3488(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OPD UNIT 02-NEW TRANSMISSION	\$ 4,324.23
08/23/2018	1	3489(A)	SPICER GROUP, INC.	ENGINEERING SERVICES FOR THE OLIVER ST	\$ 35,681.88
08/23/2018	1	3490(A)	ST JOHNS ANSWERING SERVICE INC	SEPTEMBER 2018-TELEPHONE ANSWERING SERVICES	\$ 81.05
08/28/2018	1	130260	RAYMOND NICOLE	UB refund	\$ 12.07
08/28/2018	1	130261	AGNEW JENNIFER	UB refund	\$ 51.30
08/28/2018	1	130262	SHOOK JEFFREY	UB refund	\$ 7.91
08/28/2018	1	130263	POHRT RICHARD C/O	UB refund	\$ 57.18
08/28/2018	1	130264	VANNORTWICK RUSSELL	UB refund	\$ 8.58
08/28/2018	1	130265	BERRY EMMA JEAN	UB refund	\$ 40.68
08/28/2018	1	130266	UNDERWOOD TED	UB refund	\$ 55.78
08/28/2018	1	130267	BOWEN JEFFREY	UB refund	\$ 75.15
08/28/2018	1	130268	SCOTT JEREMY	UB refund	\$ 38.56
08/28/2018	1	130269	MATRAU DALE	UB refund	\$ 31.24
08/28/2018	1	130270	HODGE WILLIAM	UB refund	\$ 10.32
08/28/2018	1	130271	MILLER DAVE	UB refund	\$ 33.53
08/28/2018	1	130272	WALTER JAMES	UB refund	\$ 37.79
08/28/2018	1	130273	GA HUNT	BD Bond Refund	\$ 50.00
08/28/2018	1	130274	GENESEE & WYOMING RAILROAD SERVICES	APPLICATION FEE-RAILROAD UTILITY EASEMENT	\$ 4,500.00
08/28/2018	1	130275	LERETA, LLC	2018 Sum Tax Refund	\$ 2,486.99
08/28/2018	1	130276	VERIZON WIRELESS	MODEM FEES-7/11/18-8/10/18	\$ 164.88
08/28/2018	1	130277	VERIZON WIRELESS	MODEM FEES-7/11/18-8/10/18	\$ 380.23

1 TOTALS:

(4 Checks Voided)

Total of 271 Disbursements:

\$ 2,274,626.78

OWOSSO HISTORICAL FUND

08/03/2018	10	5117	ROBERT V DORAN-BROCKWAY	CHAIR/MAT/FB BOOSTING/FILING FEES	\$ 479.08
08/03/2018	10	5118	SECURITY ALARM CO INC	224 CURWOOD CASTLE DRIVE-9/1/18-11/30/18	\$ 63.00
08/03/2018	10	5119	SPECIALTY SALVAGE LLC	515 N WASHINGTON ST-TRASH SERVICE	\$ 41.97
08/23/2018	10	5120	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$ 194.67
08/23/2018	10	5121	DAYSTARR COMMUNICATIONS	PHONE/INTERNET	\$ 129.51
08/23/2018	10	5122	ROBERT V DORAN-BROCKWAY	ARCHIVING MATERIALS	\$ 660.29
08/23/2018	10	5123	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	TV/WALL MOUNT	\$ 1,015.26
08/23/2018	10	5124	HANKERD SPORTSWEAR	CURWOOD HATS (6)	\$ 66.00
08/23/2018	10	5125	TAMMY NETHAWAY	GOULD HOUSE GARDENS WEEDING	\$ 115.00

10 TOTALS:

Total of 9 Disbursements:

\$ 2,764.78

REPORT TOTALS:

(4 Checks Voided)

Total of 280 Disbursements:

\$ 2,277,391.56



MEMORANDUM

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

DATE: September 12, 2018
TO: Mayor Eveleth and the Owosso City Council
FROM: Nathan Henne, City Manager
SUBJECT: Lot Sales – 1415 and 1419 South St

BACKGROUND:

The City has received an offer to purchase two municipal-owned lots on South Street for \$2,500 each. The City purchased these lots from a private owner in November of 2000 for \$2,333 per lot. The current estimated cash value of each lot is \$4,161.

Council authorized the required 21-day posting period beginning on August 21, 2018 and no objections or counteroffers have been received to date.

FISCAL IMPACTS:

The City will make a nominal amount on this sale (\$334). However, the offer is only 60% of the estimated value of the lots.

RECOMMENDATION:

Authorize execution of a purchase agreement with Chad White, as proposed, in the amount of \$5,000.00.

Document originated by: Nathan Henne, City Manager

RESOLUTION NO.

**AUTHORIZING EXECUTION OF
PURCHASE AGREEMENT FOR THE SALE OF
CITY-OWNED PROPERTY AT 1415 & 1419 W. SOUTH STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns parcels 050-350-000-006-00 and 050-350-000-007-00, constituting lots 6 and 7 of the Kingswood Plat; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received an offer to purchase said parcels for two thousand five hundred dollars (\$2,500.00) each; and

WHEREAS, the City of Owosso has no immediate or long-term utility for said parcels; and

WHEREAS, the Owosso City Council authorized the 21-day public inspection period set forth in Section 14.3(2) of the Owosso City Charter beginning August 21, 2018; and

WHEREAS, no objections and/or counteroffers for the property have been received to date.

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 sell the aforementioned parcels to Mr. Chad White in the amount of \$5,000.00.

SECOND: The mayor and city clerk are instructed and authorized to execute the appropriate documents for the sale of said property.

AGREEMENT FOR PURCHASE OF REAL ESTATE

THE PURCHASER, Chad White, hereby offer and agree to purchase, and the SELLER, the City of Owosso, a Michigan Municipal Corporation, hereby agrees to sell, land situated in the City of Owosso, Shiawassee County, Michigan upon the following terms and conditions.

WHEREAS Purchaser offered and wishes to purchase certain property from Seller and Seller wishes to sell the same:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PROPERTY DESCRIPTION:** A parcel of land, together with all buildings, structures, rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon, (the "Property"). The legal description of the parcel is as follows:

- Parcel 050.350.000.007.00 – Lot 7 Kingswood Plat.
- Parcel 050.350.000.006.00 – Lot 6 Kingswood Plat

2. **PURCHASE PRICE:** Purchaser shall pay therefore the sum of Five Thousand and No/100 (\$5,000.00) Dollars (the "Purchase Price").

3. **DEPOSIT:** Purchaser herewith deposits with Seller the sum of Five Hundred and No/100 (\$500.00) Dollars, as a deposit which shall be applied to the purchase price at closing.

4. **METHOD OF CLOSING:** The sale shall be consummated by the delivery of a Warranty Deed conveying fee simple marketable title with the balance of the purchase price to be paid in cash or by certified check at the time of closing. Consummation of this Agreement is subject to the approval of the Owosso City Council.

5. **TAXES:** All taxes and assessments due as of the closing date, including but not limited to any and all special assessments, even if payable in installments after closing, which have become a lien upon the land, whether recorded or unrecorded, at the date of this agreement shall be paid by the Seller. Purchaser shall pay all taxes and special assessments assessed after the closing date.

6. **CLOSING FEES:** Any closing fees charged for services rendered by an escrow company shall be divided equally between Purchaser and Seller except where the payment of same shall be prohibited by law.

7. **CONDITIONS PRECEDENT.** Purchaser's and Seller's obligations under this Agreement are conditioned upon the satisfaction of each of the following conditions:

- (a) Purchaser, in Purchaser's sole discretion, obtaining a Survey, surveyor's report and surveyor's certificate.
- (b) Purchaser is buying the property on an "as is" basis.
- (c) Approval of the purchase by the Owosso City Council.

The above duties and terms shall survive the closing.

- (d) If Purchaser and Seller fail to satisfy or be satisfied with any one or more of the contingencies set forth above, or if Purchaser determine, at Purchaser's sole and absolute discretion, or for any reason whatsoever, to terminate this Agreement, within the inspection and approval period as defined in paragraph 9, below, then Purchaser may, on or before expiration of the inspection and approval period, as defined in paragraph 9, below, terminate this Agreement by giving written notice thereof to Seller, and this Agreement shall be deemed to be null and void and of no further force or effect, and Purchaser and Seller shall have no further rights, obligations, or liabilities under this Agreement.

8. INSPECTION: Purchaser and their employees, agents, and representatives shall at all times before Closing, have the privilege, opportunity, and right to enter upon the Property to inspect, examine, and perform surveys, soil tests, borings, structural analysis and tests, and any other tests needed to determine structural surface, subsurface, and topographic conditions of the Property, or for any other reasons deemed necessary by Purchaser for the satisfaction of the conditions set forth in paragraph 7, above. Provided, however, that Purchaser, their employees, agents and representatives shall indemnify and defend Seller from any claims arising from their activities on the property relating to this right of inspection and shall return the property to its original condition.

9. INSPECTION AND APPROVAL PERIOD: From the Effective Date, Purchaser shall have until the closing date (the "Inspection and Approval Period") to inspect the Property in the manner set forth in paragraph 8 above; and to obtain such other studies, tests, determinations, assessments and approvals, including but not limited to structural testing and inspection, site plan approval, easements, licenses, variances, curb cuts, and as otherwise set forth in paragraph 7, above, and any other determinations, assessments and approvals that are necessary to permit Purchaser's intended use of the Property, as deemed in Purchaser's sole discretion. Any delay by Seller in performing its obligations pursuant to this Agreement shall result in an extension of the Inspection and Approval Period equal to the length of the delay.

10. CLOSING: The consummation of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held no later than 90 days from the last date of the signatures below. Closing shall take place at the title company, or such other location, as the Seller and Purchaser may mutually agree in writing. Purchaser shall take possession at closing.

11. TITLE INSURANCE: As evidence of title, Seller shall obtain, at Seller's sole cost and expense, a commitment for title insurance issued by a title company for a policy of title insurance from an underwriter acceptable to Purchaser, insuring title with standard exceptions.

12. COVENANTS: The following covenants shall be inserted in the Warranty Deed and placed upon the property which shall bind purchaser and subsequent owners of the property:

- (a) All provisions of the city of Owosso ordinances including, zoning and building code ordinances shall apply.

13. OBJECTIONS TO CONDITION OF TITLE: If objection to the title is made by the Purchaser, then Seller may terminate this Agreement, or at its discretion, cure the objectionable defect. If this Agreement is terminated by Seller due to an objection to title, the deposit shall be returned to Purchaser.

14. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Seller represents, warrants and covenants to Purchaser that:

- (a) Seller (i) has complete and full authority to execute this Agreement, (ii) will execute and deliver any documents, instruments, and agreements including, but not limited to, affidavits and certificates necessary to consummate the transaction contemplated herein, and (iii) will take all additional action that is reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein, as may be required by the Title Company.
- (b) Seller will not further sell, encumber, convey, or assign, or contract to sell, encumber, convey, assign, pledge, or lease all or any part of the Property or restrict the use of all or any part of the Property or take or cause to be taken any action in conflict with this Agreement at any time between the Seller's acceptance hereof and (i) Closing or (ii) the earlier termination of this Agreement pursuant to its terms.
- (c) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction, or decree issued against or imposed upon it or contract to which it is a party or will result in a violation by Seller of any applicable law, order, rule, or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality, nor does Seller have any knowledge that any such action, suit, proceeding or investigation is threatened.
- (d) Seller is not a "foreign person" as that term is defined in the Internal Revenue Code, Section 1445(F)(3) and the sale of the Property is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).
- (e) Seller is not a party to or bound by any contract or agreement of any kind or whatsoever, written or verbal, which might affect the Property.

15. MISCELLANEOUS:

- (a) Governing Law: This purchase agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.
- (b) Entire Agreement: This Agreement constitutes the entire, integrated agreement between the parties, and supersedes all prior written and unwritten negotiations, agreements, proposals and understandings. This Agreement shall not be orally amended, modified, superseded, or canceled, it being specifically understood that any of the terms, covenants, representations and conditions contained herein may be amended only by written instrument executed by all parties.
- (c) Binding Effect: The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective

parties. If the parties herein be more than one or if they be of the feminine sex, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.

- (d) Assignment: This Agreement may be assigned or transferred only by written consent of the non-assigning party.
- (e) Counterparts: This Agreement may be executed in counterparts each of which may be deemed an original, and all such counterparts together shall be deemed one and the same agreement.
- (f) Survival: All warranties, covenants, duties and representations made herein shall survive closing.

16. **BROKERS:** If either party has used a broker, it shall be that party's responsibility to compensate its broker.

17. **EFFECTIVE DATE:** If this Agreement is not signed simultaneously by Seller and Purchaser it shall be considered to be an offer made by the party first executing it to the other party. In this event, that offer shall expire at midnight on the tenth (10th) calendar day following signature by the offering party. Effective date shall mean the date upon which this Agreement is accepted by the parties to whom the offer is made. Acceptance shall be deemed to have been made on the date the fully executed Agreement is received by the party first executing the Agreement.

18. **NOTICES:** All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or (b) on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile or (d) on the day said communication is deposited with a nationally recognized overnight courier service, addressed and/or sent by facsimile, as the case may be, as follows:

If to Seller:

City of Owosso
301 West Main Street
Owosso, Michigan 48867

ATTENTION:

If to Purchaser:

ATTENTION:

The parties executed this Agreement for Purchase of Real Estate as of the date set forth below.

DATED: _____, 2018

DATED: _____, 2018

FOR THE SELLER:

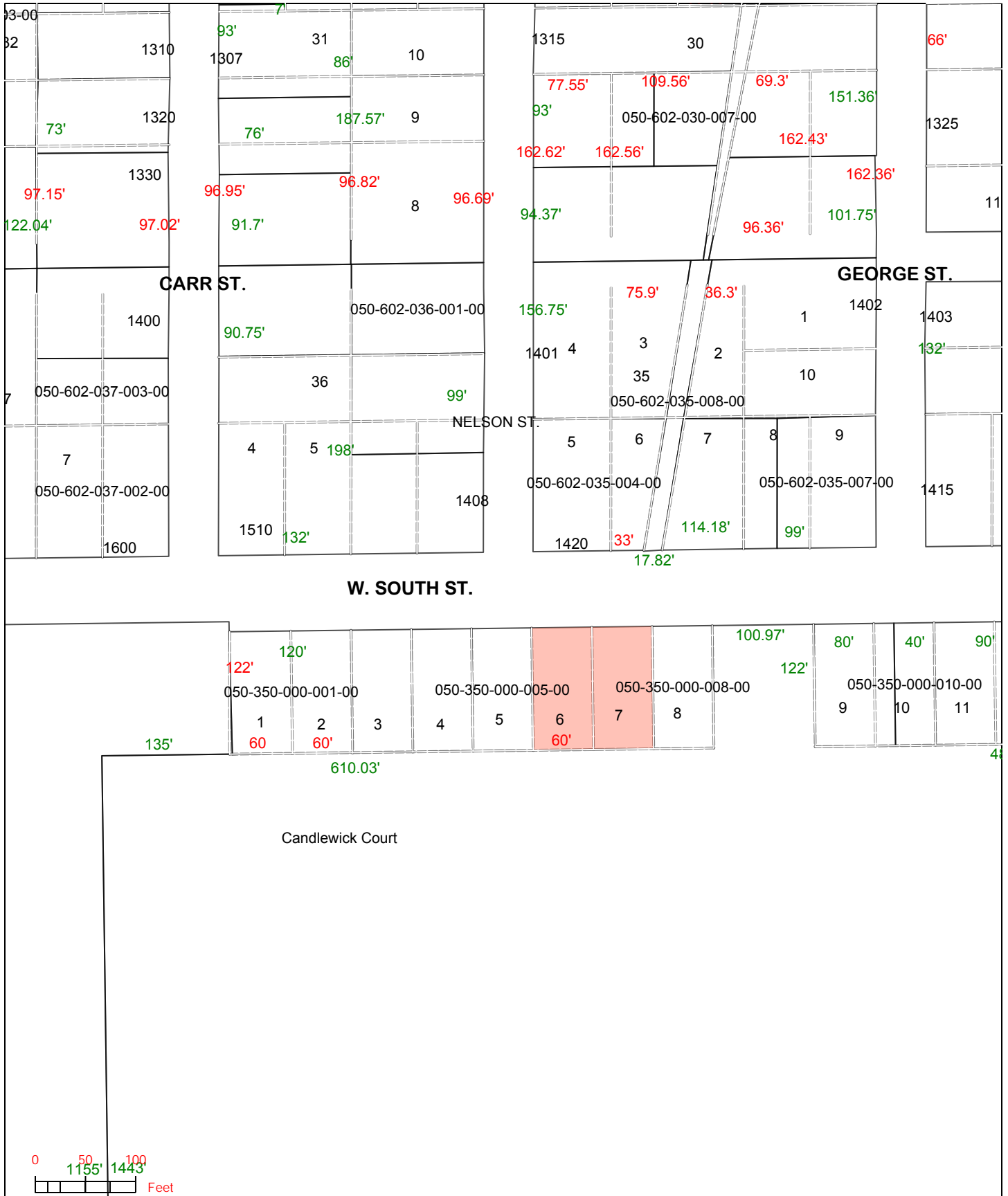
FOR THE PURCHASER:

BY: _____
Chris Eveleth, Mayor

BY: _____
Chad White

ATTEST: _____
Amy K. Kirkland, City Clerk

OWOSSO





MEMORANDUM

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

DATE: September 12, 2018

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Amendment No.1 to Water District Agreement between City of Owosso and Caledonia Charter Township

RECOMMENDATION:

Authorization to amend the 2006 Water District Agreement to include language necessary for Caledonia Charter Township to secure loan financing from the United States Department of Agriculture, and to extend the Agreement period 40 years through December 31, 2058.

BACKGROUND:

The city of Owosso provides water supply, water distribution maintenance services, and technical guidance for system maintenance by Agreement. The current Agreement became effective July 1, 2006 and will continue until June 30, 2026 unless amended.

FISCAL IMPACTS:

No funding impact.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution
(2) Caledonia Charter Township Proposed Amendment

RESOLUTION NO.

**AUTHORIZATION FOR AMENDMENT NO.1 TO THE WATER DISTRICT AGREEMENT
DATED JULY 1, 2006 BETWEEN CITY OF OWOSSO AND CALEDONIA CHARTER TOWNSHIP**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Caledonia Charter Township on July 1, 2006 to provide water supply and related maintenance services to Caledonia Charter Township, Shiawassee County for 20 years; and

WHEREAS, Caledonia Charter Township, Shiawassee County requests an extension of this agreement for a period of 40 years to comply with United States Department of Agriculture (USDA) requirements to secure loan financing for water distribution system infrastructure improvements within the Middletown area.

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 approve Amendment No. 1 to the Water District Agreement with Caledonia Charter Township to extend the contract forty years until 2058.
- SECOND: Amendment No.1 to the Water District Agreement will become effective the date of approval by city council for a period of forty (40) years, or until December 31, 2058, whichever is the latter.

Amendment No. 1 to Water District Agreement

Dated July 1, 2006

Between

City of Owosso and Caledonia Charter Township

Purpose of Amendment No.1: Caledonia Charter Township is securing a United States Department of Agriculture – Rural Development (USDA-RD) Loan for water main improvements to District No. II as identified in Original Agreement. **USDA – RD requires a minimum 40 - year agreement for loan servicing and balance payoff.**

The improvements will be specifically along the following routes:

Beck Avenue

Melinda Street

May Street

Rowley Street

Owosso Avenue

Linwood Street

Johnson Street

Holiday Avenue

Allendale Avenue

Aiken Street

James Avenue

Kilbourn Avenue

Owosso Avenue

Division Avenue

State Road

Please accept the following revisions/additions to the identified page and paragraph of the Original Agreement dated July 1, 2006.

Page 6, Paragraph 17....."This Agreement shall be in full force and effect for forty (40) years from the date of the Amendment No. 1 (or ^{until} December 31, 2058, whichever is the latter), and is subject to all present and future USDA-RD ^{RMA GL} regulations pertaining to outstanding loan balances incurred by Caledonia Charter Township, provided, however, that it may be terminated as follows:

- A. By mutual agreement of both parties.
- B. After **forty (40) years**, at the option of either party upon one year's prior written notice thereof to the other party, and then only with the consent and approval of the Michigan Department of Environmental Quality, provided such approval and consent is then required.
- C. At the option of either party for any breach of this Agreement continuing after sixty (60) days written notice to the breaching party demanding conformance.
- D. Upon the implementation of provisions of an Agreement between City and Township pursuant to which City would provide water to Township on a wholesale basis.

Prior to the termination of this Agreement, City and Township shall meet to discuss the manner in which water service to existing customers in Caledonia Charter Township and interconnections with the City of Corunna water system, if any, are to be maintained.

This amendment will be freely assignable without conditions and would run to both the successors and assigns of the respective parties.

In witness whereof, the parties have hereunto set their hands this 11 day of Sep, 2018.

In the presence of:

CITY OF OWOSSO

By _____

Christopher Eveleth, Mayor

And _____

Amy Kirkland, City Clerk

CHARTER TOWNSHIP OF CALEDONIA

R. L. Hoghewer

By Joseph W DeCaire

Joseph DeCaire, Supervisor

R. L. Hoghewer

And Marcy Brady

Marcy Brady, Clerk

CALEDONIA CHARTER TOWNSHIP
REGULAR BOARD MEETING
July 16, 2018
7:00 P.M.

Trustee Bruckman called the regular meeting of the Caledonia Charter Township Board of Trustees to order at 7:00 p.m.

ROLL CALL:

Present: Supervisor DeCaire, Trustee Bruckman, Trustee Challender, Trustee Hagadon and Trustee Holzheuer. Clerk Brady and Treasurer Essenburg were absent.

AGENDA:

It was moved by Trustee Challender, supported by Trustee Holzheuer to approve the agenda with addition of Water agreement under continuing business. Motion carried.

MINUTES:

It was moved by Trustee Challender, supported by Trustee Holzheuer to approve the minutes of the Regular Board meeting of the Caledonia Charter Township Board of Trustees meeting of June 18, 2018. Motion carried.

COMMUNICATIONS:

COUNTY COMMISSIONER: None

CALL TO PUBLIC: None

APPROVAL OF BILLS:

It was moved by Trustee Challender, supported by Trustee Holzheuer to approve both the payment of the June 2018 Payroll and the July 2018 bills as follows: Payroll Checks 25677-25692 in the amount of \$4,881.43; Accounts Payable; General Fund Check No.18217-18238 in the amount of \$36,621.13 for a Grand Total of \$41,502.56. Roll Call: Ayes: DeCaire, Bruckman, Challender, Hagadon and Holzheuer. Motion carried.

REPORTS:

FIRE: NONE

MTA: No meeting

AMBULANCE:

Trustee Challender reported that they met on June 21, 2018. They were fined by OSHA for \$250.00. The City Project they are waiting on the title work. The Saginaw Boy Scouts requested that the ambulance be present on June 23-24, 2018 at their camping event, employees volunteered their time to do it. Rick advised the board that employee Mike Kidd has received an Earth Day award. They approved the bills in the amount of \$13,689.72 and the supply order of \$1,005.11. They have a new part-time EMT. Shirley Sanderson resigned as recording secretary effective July 19, 2018. President Hagadon will be acting secretary until refilled.

UTILITIES:

Trustee Holzheuer reported that they can take credit card payments now. The law suit is in the fact finding stage.

AIRPORT:

Trustee Challender reported that they met on July 12, 2018. On behalf of Julie MacKay, Pam Musson thanked everyone who helped to make Airport Day a great success for the students. Financial Report: Prepaid bills \$3,046.50; Cash Trial Balance \$55,037.83; Fuel Credit Balance \$17,421.25. Total Fuel Sales, 1,118.10 Gallons Year to date 15,529.55 Gallons. The Fly-in scheduled for June 24 was cancelled due to lack of support. Fourth of July Celebration at the Airport was discussed and we were advised not to shut down the Airport but to issue a NOTAM to pilots to avoid the McCurdy Park area during the Celebration. Doug Haskins, Airport Maintenance Manager

reported that he did a second mowing of the River Trail and was very concerned about the many deer on the Airport Property. Axtell Paving has accepted responsibility for the poor crack-seal work done last fall and will come back and remediate all of the discrepancies. No schedule has been set yet. Some hunters have expressed interest in hunting on Airport property again this season. A new hunting policy is needed. After some discussion it was decided to form a hunting rules committee to address concerns. Kill tags have been issued to the airport to help cull down the deer population. It was mentioned that someone addressed the Corunna City Council Meeting and expressed interest in purchasing the parcel directly behind Aldi for a Pet cemetery (it was found that there is a ditch running through the parcel and a cemetery wasn't feasible).

LIBRARY:

Trustee Hagadon reported that the Library Board met on June 27, 2018 at the Corunna Branch. The bills were approved in the amount of \$12,608.74. There was approval of the proposed changes to the FY 2017-2018 Budget, the Budget report for June 2018 and the FY 2018-2018 Budget Adoption. Director's report showed that the Summer Reading Program-Libraries Rock was going great and there was 420 signed up so far. Sue retirement open house is on June 29, 2018 there was a memory book presented. New Lothrop will hold a book sale during the car show on July 25th & 26th. Bancroft Building update; the furniture is there and everything is almost done. The moving date is July 9th with an open house on scheduled on July 18, 2018 from 4:00 p.m. to 7:00 p.m. same time as the Open House for the Shiawassee Township Hall They will be getting Frontier Internet and Phones. They will ordering 5 Hotspot units. Friends of the Library have raised \$5,000.00 for the Carpeting at the Corunna Branch. They need \$12,000.00 to finalize the program.

SATA: NO REPORT

MCRB: NO MEETING

WATER: NO MEETING

INTERGOVERNMENTAL TRAIL MEETING: NO MEETING

NEW BUSINESS:

1st Reading-Amendment to allow Outdoor Sales in M-1 District:

1st Reading-Amendment to allow for Solar Energy Facilities:

1st Reading-Amendment to allow Medical Marihuana Facility:

It was moved by Trustee Bruckman, supported by Trustee Holzheuer to waive the 1st Reading of Amendments to allow Outdoor Sales in M-1 District; Amendment to allow for Solar Energy Facilities; and Amendment to allow Medical Marihuana Facility and move to the next meeting of the Caledonia Charter Township Board of Directors for the 2nd reading.

1st reading-Proposed General Ordinance-Licensing Medical Marihuana Facility: Not Action Taken

Appointment to the Election Commission:

It was moved by Supervisor DeCaire, supported by Trustee Challenger to appoint Gerry Hagadon to the Election Commission. Motion carried.

CONTINUING BUSINESS:

Rural Water Agreement:

Trustee Holzheuer reported that to obtain the loan from the Federal Government one of their requirements is that the Water Agreement has to have an end date past the loan date. The Contract needs to be opened to change the end date.

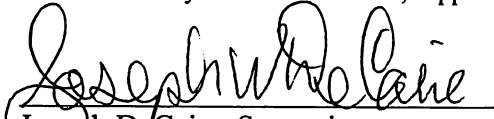
It was moved by Trustee Holzheuer, supported by Trustee Bruckman to open the Water Agreement Contract with the City of Owosso to extend the contract date out to 40 years pursuant to the requirements of the Federal Government to match the end date of the loan. Roll Call: Ayes: DeCaire, Bruckman, Hagadon and Holzheuer. Nays: Trustee Challenger. Motion carried.

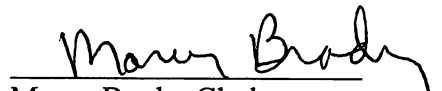
CALL TO PUBLIC: NONE

ANNOUNCEMENTS: NONE

ADJOURNMENT:

It was moved by Trustee Bruckman, supported by Trustee Holzheuer to adjourn at 7:35 p.m. Motion carried.


Joseph DeCaire, Supervisor


Marcy Brady, Clerk



DATE: 9.10.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: MEDICAL MARIJUANA PROVISIONING CENTER APPLICATION WINDOW

BACKGROUND:

On July 2, 2018 the City Council approved a new medical marijuana ordinance. The ordinance specifies that provisioning center applications be accepted during a 30 day window and that up to 4 provisioning center licenses be granted based on a lottery system.

Application Window

Staff recommends that Council move the 30-day application window from October to December. This is due to BS&A software not being installed until mid-October and to give the Clerk's office an opportunity to concentrate solely on the election in November. This will also give interested applicants time to get their state prequalification status letter if they haven't started that process yet.

FISCAL IMPACT:

None

RESOLUTION NO.

**AUTHORIZING DELAY OF THE CITY'S MEDICAL MARIHUANA
PROVISIONING CENTER LICENSE APPLICATION WINDOW AND LOTTERY**

WHEREAS, the Owosso City Council authorized Resolution No. 114-2018 setting the application window and approving the process for conduct of its medical marihuana provisioning center license lottery; and

WHEREAS, Resolution No. 114-2018 stipulated that the Council re-examine the timing of the application window to determine whether the backlog of medical marihuana facilities applications at the State had been sufficiently processed so as to allow the maximum number of interested parties to participate in the City's lottery; and

WHEREAS, to date the State has approved only sixteen licenses; and

WHEREAS, a delay in the application window and corresponding lottery will allow the State more time to process applications, as well as to allow the City time for the installation of software to administer the medical marihuana program and to allow the Clerk's Office staff to concentrate solely on the upcoming Gubernatorial election; and

WHEREAS, it is recommended the application window be set for December 1, 2018 through December 30, 2018 to accommodate said needs; and

WHEREAS, it is further recommended that the Michigan Daily 3 and Daily 4 drawings utilized to conduct the provisioning center lottery be the evening drawings on January 4, 2019; and

WHEREAS, it is recommended all other conditions and terms of the lottery remain as stated in Resolution No. 114-2018.

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 set the medical marihuana provisioning center license application window for December 1, 2018 through December 30, 2018.
- SECOND: The Michigan Daily 3 and Daily 4 evening drawings to be held on January 4, 2019 shall be utilized to facilitate the provisioning center license lottery.
- THIRD: all other terms and conditions for the lottery remain as stated in Resolution No. 114-2018.
- FOURTH: The building official is instructed and authorized to sign the local provisioning center license award letter.
- FIFTH: The revenue from license applications shall be paid to a General Fund revenue account for medical marijuana license fees to be created by the Finance Director.

From: [Robert V. Doran-Brockway](#)
To: [Amy K. Kirkland](#)
Subject: FW: Owosso Historical Commisson
Date: Monday, September 10, 2018 11:17:26 AM

FYI. Thanks RD

From: robertelton517 [robertelton517@gmail.com]
Sent: Monday, September 10, 2018 11:16 AM
To: Robert V. Doran-Brockway
Subject: Owosso Historical Commisson

My time on the commission has been a great one. I have enjoyed all that it has brought to my life, but I must now step down from the commission. Please accept this notice as my resignation as a formal commission member.

I look forward to being a committee member in the future should the need arise.

Respectfully,
Robert E. Brockway-Doran

Sent from my Sprint Samsung Galaxy S8.

To: Owosso City Council

From: Building Department

Date: 09/05/2018

Building Department Report AUGUST 2018

Category	Estimated Cost	Permit Fee	Number of Permits
COMM/IND RENOVATION	\$2,000	\$110	1
DECK	\$10,300	\$430	4
Demolition	\$0	\$110	1
Electrical	\$0	\$4,490	45
FENCE	\$0	\$290	4
Garage, detached	\$67,000	\$2,006	1
INSULATION	\$3,201	\$180	1
Mechanical	\$0	\$4,685	32
Plumbing	\$0	\$2,905	15
Pools	\$3,000	\$80	1
PORCH	\$0	\$160	1
RAMP	\$2,000	\$0	2
Res. Add/Alter/Repair	\$150,957	\$3,080	8
Res. Mobile	\$150,000	\$2,340	5
ROOF	\$55,805	\$1,110	9
ROW-ENG	\$0	\$40	2
ROW-OTHER	\$0	\$40	2
ROW-UTILITY	\$0	\$240	12
SIDING	\$0	\$80	1
Sign	\$1,500	\$229	2
VACANT PROPERTY REGI	\$0	\$400	4
VARIANCE	\$0	\$900	3
WINDOWS	\$13,965	\$270	2
ZONING COMPLIANCE CE	\$0	\$250	5
Totals	\$459,728	\$24,425	163

2017 COMPARISON TOTALS

AUGUST 2017 Totals

\$204,688

\$16,508

94

Enforcements By Category

09/06/18

1 / 6

AUGUST 2018

APPLIANCES

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0605	910 N HICKORY ST	COMPLAINT LOGGED	Resolved	08/06/18		08/08/18	N
				Total Entries:	1		

AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0597	523 N SAGINAW ST	LETTER SENT	CLOSED	08/01/18		08/09/18	N
ENF 18-0598	413 N SAGINAW ST	LETTER SENT	Resolved	08/01/18		08/09/18	Y
ENF 18-0601	830 BROADWAY AV	CONTACT WITH OWNER	CLOSED	08/06/18		08/09/18	Y
ENF 18-0606	659 DIVISION ST	COMPLAINT LOGGED	CLOSED	08/08/18		08/16/18	N
ENF 18-0611	526 E MASON ST	COMPLAINT LOGGED	CLOSED	08/09/18		08/16/18	Y
ENF 18-0616	504 E HOWARD ST	LETTER SENT	CLOSED	08/09/18		08/27/18	N
ENF 18-0613	924 S PARK ST	LETTER SENT	CLOSED	08/09/18		08/27/18	N
ENF 18-0629	420 S CEDAR ST	COMPLAINT LOGGED	Resolved	08/14/18		08/27/18	VAC
ENF 18-0657	927 FLETCHER ST	COMPLAINT LOGGED	TICKET ISSUED	08/29/18		09/04/18	N
ENF 18-0662	719 BROADWAY AV	COMPLAINT LOGGED	LETTER SENT	08/30/18	09/06/2018		N
ENF 18-0665	550 RYAN ST	COMPLAINT LOGGED	LETTER SENT	08/30/18	09/13/2018		N
ENF 18-0669	623 N WASHINGTON ST	COMPLAINT LOGGED	LETTER SENT	08/31/18	09/12/2018		Y
				Total Entries:	12		

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0622	1400 W OLIVER ST	LETTER SENT	CONTACTED PROPERTY OWI	08/10/18			COMM
				Total Entries:	1		

Enforcements By Category

09/06/18

2 / 6

AUGUST 2018

BUSHES-SIDEWALK VISIBILITY

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0642	531 GROVER ST	COMPLAINT LOGGED	Resolved	08/23/18		08/30/18	Y
ENF 18-0660	1415 GEORGE ST	COMPLAINT LOGGED	LETTER SENT	08/29/18	09/07/2018		N
				Total Entries:	2		

DEAD TREE

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0661	740 N DEWEY ST	COMPLAINT LOGGED	LETTER SENT	08/29/18	09/19/2018		N
				Total Entries:	1		

FENCE VIOLATION

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0620	919 FLETCHER ST	COMPLAINT LOGGED	CLOSED	08/10/18		08/14/18	N
ENF 18-0659	667 GLENWOOD AV	COMPLAINT LOGGED	LETTER SENT	08/29/18	09/07/2018		N
				Total Entries:	2		

FRONT YARD PARKING

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0612	912 E KING ST	LETTER SENT	CLOSED	08/09/18		08/16/18	N
ENF 18-0639	700 E EXCHANGE ST	COMPLAINT LOGGED	REF TO POLICE	08/23/18		08/27/18	Y
ENF 18-0651	1623 W MAIN ST	LETTER SENT	Resolved	08/28/18		08/29/18	N
ENF 18-0654	322 N BROOKS ST	REF TO POLICE	Resolved	08/28/18		08/29/18	N
ENF 18-0666	429 GROVER ST	COMPLAINT LOGGED	LETTER SENT	08/30/18	09/06/2018		Y
				Total Entries:	5		

FURNITURE OUTSIDE

Next Action

Enforcements By Category

09/06/18

3 / 6

AUGUST 2018

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0600	211 N LANSING ST	LETTER SENT	Resolved	08/03/18		08/09/18	Y
ENF 18-0607	N LANSING ST	COMPLAINT LOGGED	CLOSED	08/08/18		08/10/18	VAC
				Total Entries:	2		

GARBAGE & DEBRIS

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0602	830 MILWAUKEE ST	CONTACT WITH OCCUPAN'	Extension Granted	08/06/18	09/06/2018		Y
ENF 18-0603	918 N HICKORY ST	COMPLAINT LOGGED	Resolved	08/06/18		08/08/18	N
ENF 18-0621	924 MILWAUKEE ST	LETTER SENT	Resolved	08/10/18		08/27/18	Y
ENF 18-0631	1302 BROADWAY AV	COMPLAINT LOGGED	LETTER SENT	08/16/18	09/12/2018		Y
ENF 18-0643	625 N SAGINAW ST	COMPLAINT LOGGED	LETTER SENT	08/23/18	09/12/2018		N
ENF 18-0650	726 CLINTON ST	COMPLAINT LOGGED	LETTER SENT	08/28/18	09/06/2018		N
ENF 18-0628	312 GREEN ST	CONTACT WITH OCCUPAN'	Extension Granted	08/13/18	09/20/2018		Y
ENF 18-0632	611 ADAMS ST	LETTER SENT	2ND NOTICE SENT	08/20/18	09/13/2018		Y
ENF 18-0649	715 E MASON ST	COMPLAINT LOGGED	LETTER SENT	08/27/18	09/13/2018		N
ENF 18-0668	328 N PARK ST	INSPECTED PROPERTY	Resolved	08/30/18		09/04/18	Y
				Total Entries:	10		

LAWN MAINTENANCE

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0608	1022 BEEHLER ST	COMPLAINT LOGGED	Resolved	08/08/18		08/09/18	N
ENF 18-0615	801 ALGER AV	LETTER SENT	CLOSED	08/09/18		08/16/18	N
ENF 18-0619	320 PRINDLE ST	COMPLAINT LOGGED	Resolved	08/10/18		08/29/18	VAC
ENF 18-0625	303 N CEDAR ST	LETTER SENT	CLOSED	08/13/18		08/27/18	Y
ENF 18-0638	419 CLINTON ST	COMPLAINT LOGGED	LETTER SENT	08/23/18	09/06/2018		N

Enforcements By Category

09/06/18

4 / 6

AUGUST 2018

ENF 18-0645	501 E WILLIAMS ST	LETTER SENT	CLOSED	08/27/18		09/04/18	N
ENF 18-0652	501 W WILLIAMS ST	COMPLAINT LOGGED	LETTER SENT	08/28/18	09/06/2018		N

Total Entries: 7

MISC.

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0618	115 W RIDGE ST	COMPLAINT LOGGED	Resolved	08/09/18		08/10/18	VAC
ENF 18-0644	801 E MAIN ST	COMPLAINT LOGGED	Resolved	08/27/18		08/27/18	Y

Total Entries: 2

MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0599	319 W OLIVER ST	INSPECTED PROPERTY	CLOSED	08/02/18		08/03/18	Y
ENF 18-0614	702 GLENWOOD AV	LETTER SENT	CLOSED	08/09/18		08/20/18	N
ENF 18-0640	1200 CORUNNA AV	COMPLAINT LOGGED	LETTER SENT	08/23/18	09/06/2018		Y
ENF 18-0641	1210 CORUNNA AV	COMPLAINT LOGGED	LETTER SENT	08/23/18	09/06/2018		N
ENF 18-0627	1013 RYAN ST	COMPLAINT LOGGED	LETTER SENT	08/13/18	09/13/2018		N
ENF 18-0596	318 E OLIVER ST	CONTACT WITH OCCUPAN'	LETTER SENT	08/01/18	09/05/2018		N
ENF 18-0634	315 W RIDGE ST	INSPECTED PROPERTY	Resolved	08/21/18		08/29/18	Y
ENF 18-0648	912 KENWOOD DR	COMPLAINT LOGGED	LETTER SENT	08/27/18	09/07/2018		N
ENF 18-0653	420 GUTE ST	COMPLAINT LOGGED	LETTER SENT	08/28/18	09/07/2018		Y
ENF 18-0646	910 N HICKORY ST	COMPLAINT LOGGED	CONTACT WITH RENTER	08/27/18	09/17/2018		N
ENF 18-0655	715 CLINTON ST	CONTACT WITH OCCUPAN'	Extension Granted	08/28/18	09/20/2018		Y

Total Entries: 11

NO BUILDING PERMIT

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
--------------------	---------	-----------------	--------	-------	------------------	--------	--------

Enforcements By Category

09/06/18

5 / 6

AUGUST 2018

ENF 18-0610	409 E MASON ST	CONTACT WITH OWNER	Resolved	08/08/18		08/09/18	N
ENF 18-0617	215 W MAIN ST	CONTACT WITH BUSINESS	CLOSED	08/09/18		08/10/18	COMM
ENF 18-0636	918 S CHIPMAN ST	CONTACT WITH OWNER	Dismissed	08/22/18		08/28/18	N
ENF 18-0637	1400 DONALD ST	CONTACT WITH OWNER	Dismissed	08/22/18		08/29/18	N
ENF 18-0626	909 QUEEN ST	COMPLAINT LOGGED	LETTER SENT	08/13/18	09/10/2018		N
ENF 18-0647	422 W WILLIAMS ST	COMPLAINT LOGGED	INSPECTION PENDING	08/27/18	09/27/2018		N
ENF 18-0658	1122 S CEDAR ST	COMPLAINT LOGGED	DOOR NOTICE	08/29/18	09/20/2018		VAC
ENF 18-0656	630 WOODLAWN AV	CONTACT WITH OWNER	Dismissed	08/29/18		09/04/18	N
ENF 18-0663	1105 PALMER AV	DOOR NOTICE	CONTACTED PROPERTY OW	08/30/18	09/20/2018		N
				Total Entries:	9		

PUBLIC NUISANCE NOISE

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0609	121 N CHIPMAN ST	COMPLAINT LOGGED	CLOSED	08/08/18		08/09/18	COMM
				Total Entries:	1		

RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0623	1011 W MAIN ST	COMPLAINT LOGGED	INSPECTION PENDING	08/10/18	09/10/2018		Y
ENF 18-0664	312 GREEN ST	COMPLAINT LOGGED	LETTER SENT	08/30/18	09/13/2018		Y
ENF 18-0633	611 ADAMS ST	LETTER SENT	2ND NOTICE SENT	08/20/18	09/19/2018		Y
ENF 18-0635	419 CLINTON ST	LETTER SENT	2ND NOTICE SENT	08/21/18	09/19/2018		N
ENF 18-0630	702 CORUNNA AV	LETTER SENT	CLOSED	08/16/18		09/06/18	Y
				Total Entries:	5		

Enforcements By Category

09/06/18

6 / 6

AUGUST 2018

Total Records: 71

Total Pages: 6

RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental
N - No, it's not a rental - owner occupied
APTS - Apartment Building
COMM - Commercial
REPO - Repossession
TRAIL - Trailer Park
VAC - Vacant House
VL - Vacant Lot
IND - Industrial
HOME OCC - Home Occupied

*These are on-going complaints and will be resolved with compliance or possible court action.



OWOSSO PUBLIC SAFETY

202 S. WATER ST. • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0580 • FAX (989)725-0528

MEMORANDUM

DATE: September 10, 2018
TO: Owosso City Council
FROM: Eric E. Cherry
Police Department Lieutenant
RE: August 2018 Police Reports

Attached are the statistics for the Police Department for August 2018. One report is an offense summary for the month of August, by offense type. The other report, neighborhood crime report, lists the occurred on date, case number, location, and the complaint type for reports in August. The officers completed four hundred ninety five (495) field interviews this month, which are calls were a full criminal report is not needed. Your Owosso Police Officers arrested fifty eight (58) persons this month for sixty three (63) total offenses.

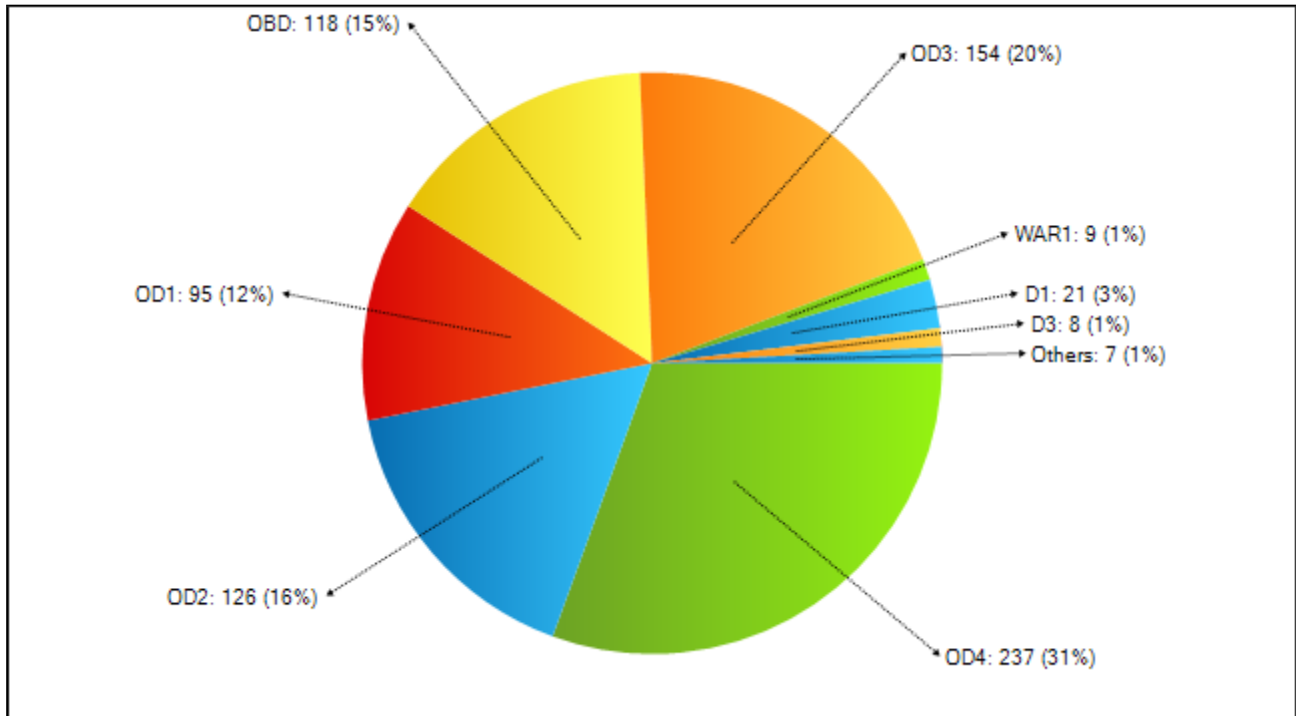
For August 2018 the police handled seven hundred seventy five (775) police events, one hundred seven (107) were traffic stops, about fourteen (14) percent of their work activity.

On the following page are two (2) pie charts one showing calls handled by Owosso City Police District, there are five (5) districts within the City of Owosso. The second pie chart is calls throughout the county handled by agency.

Respectfully,

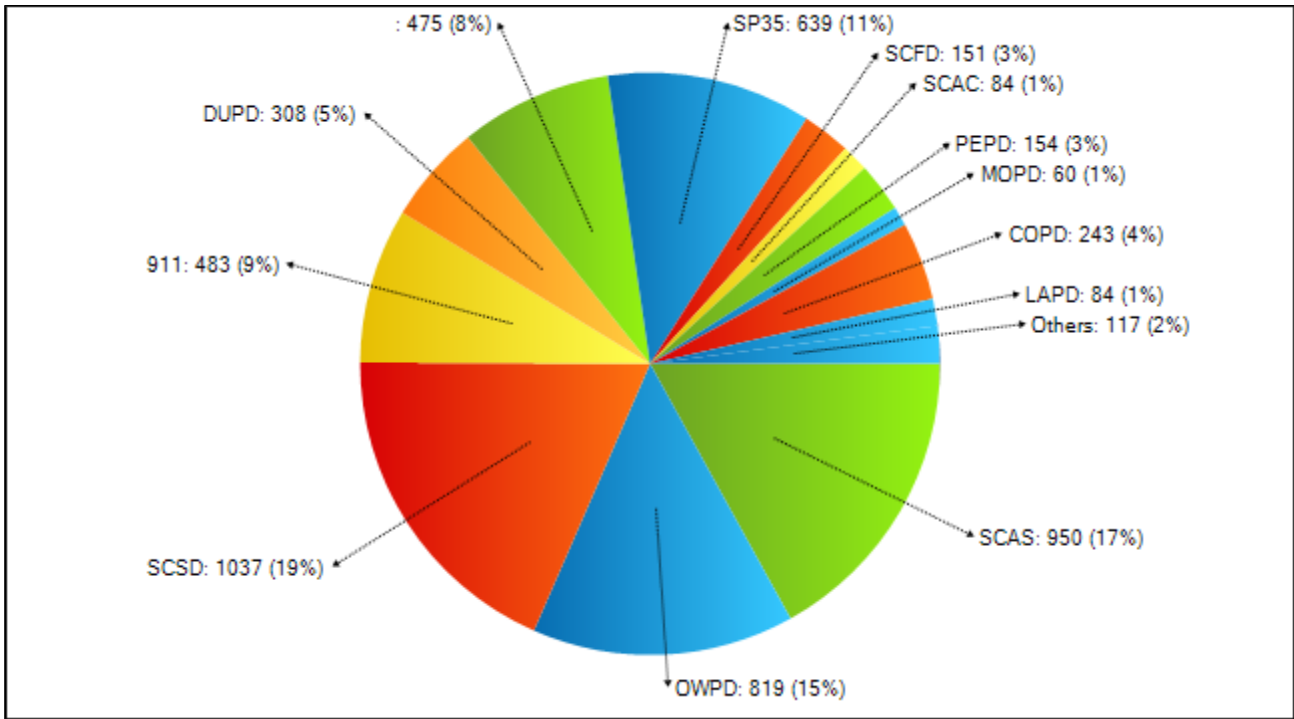
Lt. Eric E. Cherry

BELOW IS A BREAKDOWN OF POLICE EVENTS HANDLED BY OWOSSO POLICE, BY DISTRICT



- OD1: Owosso City District 1 (northwest, north of M-21 and west of M-52)
- OD2: Owosso City District 2 (northeast, north of M-21 and east of M-52)
- OD3: Owosso City District 3 (southwest, south of M-21 and west of M-52)
- OD4: Owosso City District 4 (southeast, south of M-21 and east of M-52, excluding business district and police office)
- ODB: Owosso City Downtown Business District
- D1: Shiawassee County northwest district (west of M-52 and north of Hibbard Road)
- D3: Shiawassee County northeast district (east of M-52 and north of Hibbard Road)
- Others: Included City of Corunna's 3 districts and any other area officer's responded.

BELOW IS A BREAKDOWN OF EVENTS HANDLED BY AGENCY



SCSD: Shiawassee County Sheriff's Office DUPD: Durand City Police SCFD: Shiawassee County Fire Departments
 PEPD: Perry City Police LAPD: Laingsburg City Police SCAC: Shiawassee County Animal Control
 Others: All Other Departments SP35: Michigan State Police Post #35 OWPD: Owasso City Police
 SCAS: Shiawassee County Ambulance Services COPD: Corunna City Police 911: Shiawassee County 911 Center

Owosso PD Offense Summary

Occurred 8/1/2018 - 8/31/2018

Offense	Total Offenses
0301 - 03000 - Illegal Entry	1
1005 - 10001 - Kidnap Minor	1
1171 - 11001 - CSC First (1st) Degree -Penetration Penis/Vagina	1
1177 - 11007 - CSC Second (2nd) Degree - Forcible Contact	1
1209 - 12000 - Robbery - Residence - Strong Arm	1
1303 - 13002 - Aggravated/Felonious Assault - Family - Strong Arm	1
1306 - 13002 - Aggravated/Felonious Assault - Non-Family - Strong Arm	1
1313 - 13001 - Assault and Battery/Simple Assault	21
2073 - 20000 - Arson - Burning of Personal Property	1
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	2
2204 - 22002 - Burglary - No Forced Entry - Residence (Including Home Invasion)	1
2304 - 23006 - Larceny - Parts and Accessories from Vehicle	1
2305 - 23005 - Larceny - Personal Property from Vehicle	7
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	5
2399 - 23007 - Larceny (Other)	4
2411 - 24001 - Motor Vehicle - Unauthorized Use	1
2505 - 25000 - Pass Counterfeited - Any Object	2
2599 - 25000 - Counterfeiting (Other)	2
2609 - 26007 - Fraud - Identity Theft	1
2902 - 29000 - Damage to Property - Private Property	6
2996 - 29000 - Damage to Property - Throwing Stone, etc., at Train or Motor Vehicle	1
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
3512 - 35001 - Heroin - Possess	1
3547 - 35001 - Methamphetamine - Possess	2
3562 - 35001 - Marijuana - Possess	4
3605 - 36004 - Indecent Exposure	1
3696 - 36004 - Gross Indecency	1
3806 - 38001 - Neglect Child	2
4803 - 48000 - Making False Report	1
4805 - 48000 - Witness - Dissuading	1
4877 - 48000 - Fleeing and Eluding (Felony)	1
4899 - 48000 - Obstruct Police (Other)	2
5005 - 50000 - Contempt of Court	3
5006 - 50000 - Obstructing Justice	10

Owosso PD Offense Summary

Occurred 8/1/2018 - 8/31/2018

5011 - 50000 - Parole Violation	1
5012 - 50000 - Probation Violation	1
5015 - 50000 - Failure to Appear	5
5070 - 50000 - Violation of Preliminary Injunctive Order (Peace Bond)	3
5099 - 50000 - Obstruct (Other)	1
5299 - 52003 - Weapons Offense (Other)	1
5311 - 53001 - Disorderly Conduct	6
5393 - 53001 - Disorderly Conduct (Other)	1
5503 - 55000 - Drugs - (Other)	1
5599 - 55000 - Health and Safety Violations (Other)	2
5707 - 57001 - Trespass (Other)	6
7070 - 70000 - Runaway	2
7399 - 73000 - Miscellaneous Arrest	2
8031 - 54002 - Operating Under the Influence of Controlled Substance	1
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	6
8270 - 54003 - Traffic - Driving on Susp/Revoked/Denied License (Serious Inj)	1
8271 - 54003 - Traffic - No Operators License	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	7
8275 - 54003 - Traffic - Driver License Law Violations	2
8277 - 54003 - Traffic - Registration Law Violations	1
9908 - 92004 - Civil Custodies - Insanity (Mental)	3
9910 - 93001 - Traffic, Non-Criminal - Accident	20
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	8
9943 - 98007 - Inspections/Investigations - Suspicious Situations	4
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	6
9947 - 99002 - Miscellaneous - Natural Death	2
9953 - 99008 - Miscellaneous - General Assistance	3
9954 - 99008 - Miscellaneous - Assist to Fire Department	1
9954 - 99009 - Miscellaneous - Non-Criminal	14
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	5
Total	209

Owosso Neighborhood Crime Report

Occurred 8/1/2018 - 8/31/2018

Occurred Date	Case No	Location	Offense
8/5/2018	1864501198	900 block W Fletcher St	AGGRAVATED/FELONIOUS ASSAULT
8/27/2018	1864501330	300 block N Dewey St	AGGRAVATED/FELONIOUS ASSAULT
8/30/2018	1864501370	400 block W Prindle St	ARSON
8/19/2018	1864501275	100 block N Lansing St	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
8/16/2018	1864501257	1100 block N Shiawassee St	BURGLARY -FORCED ENTRY
8/18/2018	1864501270	1300 block W Mansfield Dr	BURGLARY -FORCED ENTRY
8/4/2018	1864501191	600 block E Corunna Ave	CIVIL CUSTODIES - INSANITY (MENTAL)
8/5/2018	1864501197	900 block N Shiawassee St	CIVIL CUSTODIES - INSANITY (MENTAL)
8/22/2018	1864501299	800 block W King St	CIVIL CUSTODIES - INSANITY (MENTAL)
8/5/2018	1864501199	800 block S Abrey St	DAMAGE TO PROPERTY
8/7/2018	1864501219	500 block S Cedar St	DAMAGE TO PROPERTY
8/14/2018	1864501247	300 block S Washington St	DAMAGE TO PROPERTY
8/18/2018	1864501270	1300 block W Mansfield Dr	DAMAGE TO PROPERTY
8/20/2018	1864501306	1100 block N Chipman St	DAMAGE TO PROPERTY
8/27/2018	1864501335	300 block E Howard St	DAMAGE TO PROPERTY
8/30/2018	1864501354	300 block N Oak St	DAMAGE TO PROPERTY
8/5/2018	1864501193	700 block N Pine St	DISORDERLY CONDUCT
8/7/2018	1864501208	Washington / Exchange St	DISORDERLY CONDUCT
8/17/2018	1864501266	800 block W King St	DISORDERLY CONDUCT
8/18/2018	1864501270	1300 block W Mansfield Dr	DISORDERLY CONDUCT
8/20/2018	1864501286	S Isham St / W Henry St	DISORDERLY CONDUCT
8/22/2018	1864501298	1000 block W Main St	DISORDERLY CONDUCT
8/25/2018	1864501319	800 block W King St	DISORDERLY CONDUCT
8/22/2018	1864501305	500 block E Grover St	FAMILY -ABUSE/NEGLECT NONVIOLENT
8/23/2018	1864501307	100 block N Lansing St	FAMILY -ABUSE/NEGLECT NONVIOLENT
8/1/2018	1864501174	1200 block S Shiawassee St	FORGERY/COUNTERFEITING
8/2/2018	1864501183	100 block E Corunna Ave	FORGERY/COUNTERFEITING
8/19/2018	1864501276	200 block E Main St	FORGERY/COUNTERFEITING
8/19/2018	1864501277	200 block E Main St	FORGERY/COUNTERFEITING
8/23/2018	1864501308	600 block W River St	FRAUD
8/6/2018	1864501201	400 S Maple St	HEALTH AND SAFETY

8/17/2018	1864501263	300 block E Main St	HEALTH AND SAFETY
8/21/2018	1864501297	1700 block S M 52	HEALTH AND SAFETY
8/5/2018	1864501195	400 block E Comstock St	IMMIGRATION
8/6/2018	1864501206	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
8/16/2018	1864501255	500 E Comstock St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
8/16/2018	1864501256	N Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
8/20/2018	1864501289	500 block S Washington St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
8/24/2018	1864501312	600 block E Oliver St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
8/30/2018	1864501357	400 block N Washington St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
8/5/2018	1864501249	500 block N Pine St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
8/18/2018	1864501273	600 block S Washington St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
8/31/2018	1864501356	500 block S Oakwood Ave	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
8/31/2018	1864501360	1300 block N Ball St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
8/10/2018	1864501226	100 block W Elizabeth St	JUVENILE RUNAWAY
8/12/2018	1864501250	700 block S Washington St	JUVENILE RUNAWAY
8/6/2018	1864501202	1200 block W Penbrook Dr	KIDNAPPING/ABDUCTION
8/1/2018	1864501177	300 block E Corunna Ave	LARCENY -OTHER
8/11/2018	1864501235	Park St/main St	LARCENY -OTHER
8/27/2018	1864501374	2000 block S Chipman St	LARCENY -OTHER
8/28/2018	1864501344	400 block E Main St	LARCENY -OTHER
8/4/2018	1864501194	700 block N Washington St	LARCENY -THEFT FROM BUILDING
8/11/2018	1864501237	300 block N Ball St	LARCENY -THEFT FROM BUILDING
8/13/2018	1864501245	1200 block W Penbrook Dr	LARCENY -THEFT FROM BUILDING
8/14/2018	1864501248	1200 block N Ball St	LARCENY -THEFT FROM BUILDING
8/28/2018	1864501337	600 block E Comstock St	LARCENY -THEFT FROM BUILDING
8/4/2018	1864501194	700 block N Washington St	LARCENY -THEFT FROM MOTOR VEHICLE
8/19/2018	1864501278	1200 block S Shiawassee St	LARCENY -THEFT FROM MOTOR VEHICLE
8/19/2018	1864501279	1200 block S Shiawassee St	LARCENY -THEFT FROM MOTOR VEHICLE
8/27/2018	1864501335	300 block E Howard St	LARCENY -THEFT FROM MOTOR VEHICLE
8/29/2018	1864501352	200 block N Howell St	LARCENY -THEFT FROM MOTOR VEHICLE
8/29/2018	1864501353	400 block E Williams St	LARCENY -THEFT FROM MOTOR VEHICLE
8/30/2018	1864501354	300 block N Oak St	LARCENY -THEFT FROM MOTOR VEHICLE

8/30/2018	1864501355	600 block S Abrey St	LARCENY -THEFT FROM MOTOR VEHICLE
8/21/2018	1864501294	600 block S Grand Ave	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES
8/27/2018	1864501329	600 block E Grover St	MISCELLANEOUS - ASSIST TO FIRE DEPARTMENT
8/2/2018	1864501182	E Main St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
8/15/2018	1864501259	1000 block N Hickory St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
8/16/2018	1864501262	300 block E Main St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
8/18/2018	1864501270	1300 block W Mansfield Dr	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
8/29/2018	1864501347	500 block N Saginaw St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
8/7/2018	1864501214	200 block S Lansing St	MISCELLANEOUS - GENERAL ASSISTANCE
8/11/2018	1864501230	900 block W Main St	MISCELLANEOUS - GENERAL ASSISTANCE
8/23/2018	1864501309	1100 block N Chipman St	MISCELLANEOUS - GENERAL ASSISTANCE
8/10/2018	1864501231	300 block N Brooks St	MISCELLANEOUS - NATURAL DEATH
8/18/2018	1864501265	1400 block N Shiawassee St	MISCELLANEOUS - NATURAL DEATH
8/2/2018	1864501180	600 block W Main St	MISCELLANEOUS - NON-CRIMINAL
8/4/2018	1864501216	400 block N Lansing St	MISCELLANEOUS - NON-CRIMINAL
8/7/2018	1864501210	700 block S Division St	MISCELLANEOUS - NON-CRIMINAL
8/11/2018	1864501233	400 block S Maple St	MISCELLANEOUS - NON-CRIMINAL
8/11/2018	1864501232	400 block E Main St	MISCELLANEOUS - NON-CRIMINAL
8/16/2018	1864501258	2200 block S Chipman St	MISCELLANEOUS - NON-CRIMINAL
8/17/2018	1864501266	800 block W King St	MISCELLANEOUS - NON-CRIMINAL
8/17/2018	1864501204	300 block E Main St	MISCELLANEOUS - NON-CRIMINAL
8/21/2018	1864501291	1100 block W Main St	MISCELLANEOUS - NON-CRIMINAL
8/22/2018	1864501310	100 block S Washington St	MISCELLANEOUS - NON-CRIMINAL
8/22/2018	1864501304	400 block N Chipman St	MISCELLANEOUS - NON-CRIMINAL
8/28/2018	1864501343	500 block N Park St	MISCELLANEOUS - NON-CRIMINAL
8/29/2018	1864501348	200 block S Michigan Ave	MISCELLANEOUS - NON-CRIMINAL
8/30/2018	1864501378	300 block S Dewey St	MISCELLANEOUS - NON-CRIMINAL
8/2/2018	1864501185	W Williams St	MISCELLANEOUS CRIMINAL OFFENSE
8/11/2018	1864501236	Shiawassee St	MISCELLANEOUS CRIMINAL OFFENSE
8/14/2018	1864501248	1200 block N Ball St	MOTOR VEHICLE THEFT
8/1/2018	1864501167	100 block E Ridge St	NONAGGRAVATED ASSAULT
8/1/2018	1864501172	400 block W Main St	NONAGGRAVATED ASSAULT
8/1/2018	1864501173	200 block N Park St	NONAGGRAVATED ASSAULT
8/2/2018	1864501186	600 block S Alger St	NONAGGRAVATED ASSAULT
8/9/2018	1864501225	900 block W Main St	NONAGGRAVATED ASSAULT

8/12/2018	1864501239	200 block S Morris St	NONAGGRAVATED ASSAULT
8/12/2018	1864501240	Cass / Cedar St	NONAGGRAVATED ASSAULT
8/12/2018	1864501241	1000 block W Stewart St	NONAGGRAVATED ASSAULT
8/13/2018	1864501242	900 block W Main St	NONAGGRAVATED ASSAULT
8/17/2018	1864501269	400 block N Park St	NONAGGRAVATED ASSAULT
8/20/2018	1864501288	220 block E Main St	NONAGGRAVATED ASSAULT
8/21/2018	1864501292	400 block E Mason St	NONAGGRAVATED ASSAULT
8/22/2018	1864501303	400 block E Comstock St	NONAGGRAVATED ASSAULT
8/23/2018	1864501321	1100 block N Chipman St	NONAGGRAVATED ASSAULT
8/24/2018	1864501313	700 block S Alger Ave	NONAGGRAVATED ASSAULT
8/25/2018	1864501317	1100 block S Shiawassee St	NONAGGRAVATED ASSAULT
8/25/2018	1864501318	1100 block S Shiawassee St	NONAGGRAVATED ASSAULT
8/25/2018	1864501319	800 block W King St	NONAGGRAVATED ASSAULT
8/26/2018	1864501326	700 block S Abrey St	NONAGGRAVATED ASSAULT
8/27/2018	1864501330	300 block N Dewey St	NONAGGRAVATED ASSAULT
8/28/2018	1864501342	400 block N Saginaw St	NONAGGRAVATED ASSAULT
8/1/2018	1864501169	400 block S Maple Ave	OBSTRUCTING JUSTICE
8/1/2018	1864501168	400 block S Maple Ave	OBSTRUCTING JUSTICE
8/3/2018	1864501187	E Corunn Ave/ S Oakwood Ave	OBSTRUCTING JUSTICE
8/7/2018	1864501208	Washington / Exchange St	OBSTRUCTING JUSTICE
8/7/2018	1864501215	600 block N Washington St	OBSTRUCTING JUSTICE
8/11/2018	1864501228	N Gould St / E Mason St	OBSTRUCTING JUSTICE
8/11/2018	1864501229	Main St / Lansing St	OBSTRUCTING JUSTICE
8/12/2018	1864501238	500 block S Shiawassee St	OBSTRUCTING JUSTICE
8/14/2018	1864501203	Chipman/stewart St	OBSTRUCTING JUSTICE
8/16/2018	1864501260	1000 block N Shiawassee St	OBSTRUCTING JUSTICE
8/21/2018	1864501296	1400 W Calvert Dr	OBSTRUCTING JUSTICE
8/22/2018	1864501300	600 block N Shiawassee St	OBSTRUCTING JUSTICE
8/22/2018	1864501302	N Dewey St/ E Main St	OBSTRUCTING JUSTICE
8/23/2018	1864501311	400 block W Main St	OBSTRUCTING JUSTICE
8/24/2018	1864501314	300 block S Michigan Ave	OBSTRUCTING JUSTICE
8/25/2018	1864501315	Ball / Exchange St	OBSTRUCTING JUSTICE
8/25/2018	1864501322	1200 block W Penbrook Dr	OBSTRUCTING JUSTICE
8/26/2018	1864501327	200 block E Mcarthur St	OBSTRUCTING JUSTICE
8/27/2018	1864501332	400 block E Comstock St	OBSTRUCTING JUSTICE
8/28/2018	1864501336	400 block E Comstock St	OBSTRUCTING JUSTICE
8/28/2018	1864501340	600 block N Park St	OBSTRUCTING JUSTICE
8/28/2018	1864501341	400 block E Comstock St	OBSTRUCTING JUSTICE
8/30/2018	1864501350	1000 block S Tracy St	OBSTRUCTING JUSTICE
8/31/2018	1864501361	500 block S Glenwood Ave	OBSTRUCTING JUSTICE

8/7/2018	1864501208	Washington / Exchange St	OBSTRUCTING POLICE
8/7/2018	1864501215	600 block 1/2 N Washington St	OBSTRUCTING POLICE
8/21/2018	1864501293	600 block E Main St	OBSTRUCTING POLICE
8/28/2018	1864501338	100 block E Ridge St	OBSTRUCTING POLICE
8/31/2018	1864501358	700 block Frazier Ave	OBSTRUCTING POLICE
8/2/2018	1864501175	E Main St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
8/7/2018	1864501209	N Washington St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
8/8/2018	1864501218	W Main St/ Curwood Castle Dr	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
8/9/2018	1864501223	200 block E Main St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
8/18/2018	1864501268	Comstock St/Washington St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
8/27/2018	1864501333	S Shiawassee St/ W Main St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
8/31/2018	1864501358	700 block S Frazier Ave	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
8/26/2018	1864501324	100 block S Washington St	RETAIL FRAUD -THEFT
8/13/2018	1864501272	600 block W Main St	ROBBERY
8/3/2018	1864501190	200 block W Curwood Castle Dr	SEX OFFENSE -OTHER
8/22/2018	1864501298	1000 block W Main St	SEX OFFENSE -OTHER
8/1/2018	1864501176	900 block W Main St	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE
8/24/2018	1864501316	1200 block W Penbrook Dr	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE
8/8/2018	1864501217	W Main St/ S Water St	TRAFFIC - DRIVER LICENSE LAW VIOLATIONS
8/28/2018	1864501334	S Washington St/E Corunna Ave	TRAFFIC - DRIVER LICENSE LAW VIOLATIONS
8/7/2018	1864501207	W Main St	TRAFFIC - DRIVING ON SUSP/REVOKED/DENIED LICENSE (SERIOUS INJ)
8/2/2018	1864501175	E Main St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
8/3/2018	1864501187	E Corunn Ave/ S Oakwood Ave	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
8/7/2018	1864501211	1200 block W Penbrook Dr	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
8/7/2018	1864501213	E Comstock St / S Oakwood Ave	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
8/15/2018	1864501253	W Stewart St /S Ball St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
8/26/2018	1864501323	W Main St / N Chipman St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE

8/29/2018	1864501345	300 block N Water St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
8/9/2018	1864501221	S Saginaw St / E Corunna Ave	TRAFFIC - NO OPERATORS LICENSE
8/11/2018	1864501234	E Main St / S Hickory St	TRAFFIC - REGISTRATION LAW VIOLATIONS
8/1/2018	1864501170	Main/lafayette	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/1/2018	1864501171	200 block W Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/2/2018	1864501179	E Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/3/2018	1864501188	S Washington St / Corunna Ave	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/3/2018	1864501189	W Comstock St/ S Water St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/7/2018	1864501212	Dewey St/main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/8/2018	1864501217	W Main St/ S Water St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/9/2018	1864501220	S Woodlawn Ave / E Monroe St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/9/2018	1864501224	100 block E Ridge St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/10/2018	1864501227	E Corunna Ave / S Huggins St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/13/2018	1864501243	W Main St / S Chipman St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/14/2018	1864501246	W Main St / S Lansing St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/14/2018	1864501244	Shiawassee And Oliver St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/15/2018	1864501252	M 21/m 52	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/15/2018	1864501254	700 block N Hickory St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/17/2018	1864501264	S Shiawassee St / W Ryan St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/21/2018	1864501290	Main	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/28/2018	1864501339	S Lingle Ave/ E Farr Ave	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/29/2018	1864501346	S Shiawassee St / W Milwaukee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/31/2018	1864501359	W King St/ N Shiawassee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
8/2/2018	1864501181	Washington St/corunna Ave	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
8/9/2018	1864501222	1500 block Hahaway Drt	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
8/17/2018	1864501267	200 block E Main St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
8/18/2018	1864501271	N Water St / W Exchange St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
8/22/2018	1864501301	401 S Chestnut St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
8/24/2018	1864501349	Jerome / Oakwood	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
8/25/2018	1864501320	N Water St / W Exchange St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
8/27/2018	1864501331	300 block W Main St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
8/19/2018	1864501285	1200 block S Shiawassee St	TRESPASS
8/19/2018	1864501283	1200 block S Shiawassee St	TRESPASS
8/19/2018	1864501282	1200 block S Shiawassee St	TRESPASS
8/19/2018	1864501284	1200 block S Shiawassee St	TRESPASS
8/20/2018	1864501280	1200 block S Shiawassee St	TRESPASS
8/20/2018	1864501281	1200 block S Shiawassee St	TRESPASS
8/8/2018	1864501218	W Main St/ Curwood Castle Dr	VIOLATION OF CONTROLLED SUBSTANCE ACT
8/11/2018	1864501236	Shiawassee St	VIOLATION OF CONTROLLED SUBSTANCE ACT

8/16/2018	1864501261	300 block S Elm St	VIOLATION OF CONTROLLED SUBSTANCE ACT
8/19/2018	1864501287	800 block N Morrison Rd	VIOLATION OF CONTROLLED SUBSTANCE ACT
8/26/2018	1864501325	W Main St / N Chipman St	VIOLATION OF CONTROLLED SUBSTANCE ACT
8/27/2018	1864501328	1000 block S Washington St	VIOLATION OF CONTROLLED SUBSTANCE ACT
8/30/2018	1864501351	E Williams St / N Hickory St	VIOLATION OF CONTROLLED SUBSTANCE ACT
8/18/2018	1864501274	700 block S Washington St	WEAPONS OFFENSE - OTHER
Total	210		



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

MEMORANDUM

DATE: September 10, 2018

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: August 2018 Fire & Ambulance Report

During the month of August 2018:

Fire Department responded to 231 Ambulance calls

Fire Department responded to 17 Fire calls –

Building Fires	1
Building Fires Mutual Aid	0
Gas Leak/CO Alarm	1
False Alarms	6
Vehicle Accidents	0
EMS Assist	3
Vehicle Fire	3
Illegal Burn	1
Other Fires	0
Wires Down	2

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
AUGUST 1, 2018 AT 7:30 AM
CITY COUNCIL CHAMBERS

The meeting was cancelled due to a lack of quorum.

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
COUNCIL CHAMBERS, CITY HALL
MONDAY, AUGUST 27, 2018 – 6:30 P.M.**

CALL TO ORDER: Chairman Wascher called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE: Recited

ROLL CALL: Tanya Buckelew

MEMBERS PRESENT: Chairman Wascher, Vice-Chair Livingston, Secretary Janae Fear, Commissioners Adams, Kirkland, Lafferty, Law and Taylor

MEMBERS ABSENT: Commissioner Jenkins

OTHERS PRESENT: Assistant City Manager Amy Cyphert, David Wakeland of Wakeland Oil

Chairman Wascher welcomed new member Matthew Lafferty.

APPROVAL OF AGENDA:

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE AGENDA FOR AUGUST 27, 2018 WITH THE TIME OF THE MEETING CHANGED TO P.M.

YEAS ALL. MOTION CARRIED.

APPROVAL OF MINUTES:

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE MINUTES FOR THE MAY 29, 2018 MEETING.

YEAS ALL. MOTION CARRIED.

OLD BUSINESS: None

NEW BUSINESS:

1. **Site Plan** – Dave Wakeland is requesting site plan approval for a drive through pharmacy at 427 W. Main Street, Parcel # 050-700-001-001-00

Commissioner Adams excused himself from the discussion and vote regarding 427 W Main Street due to a conflict of interest.

Background & Building Information

In 1983, the existing 924 square foot convenience store building was constructed to compliment the gas/fueling station use. In 2012, the station was closed due to changes in the fueling/convenience store industry and the need for a larger convenience store. Since then, the property owner, Wakeland Oil, has been marketing the vacant site for sale or lease.

Wakeland Oil is in discussions with a pharmacist that would like to open an independent pharmacy at this location. The addition of the drive through window in the B-4 zoning district requires site plan review. No changes are proposed for the exterior of the existing building. The tenant will have the option of adding

signage that meets the sign ordinance requirements. We have confirmed with Dave Wakeland that the pharmacy will not be supplying medical marihuana.

Per Section 38-268, businesses in the character of a drive-in are subject to the following conditions:

- a. A setback of at least sixty (60) feet from the right-of-way of any existing or proposed street must be maintained. – **The building is 76 feet from W. Main Street.**
- b. Access points shall be located at least sixty (60) feet from the intersection of any two (2) streets. – **On August 20th, the ZBA granted a variance for 2 existing access points that are within 60 feet of the intersection.**
- c. All lighting shall be shielded from adjacent residential districts. – **N/A**
- d. A six-foot high, completely obscuring wall shall be provided when abutting or adjacent districts are zoned for any residential, OS-1, B-1, B-2, B-3 or B-4 districts. The wall shall further meet the requirements of article XVII, general provisions. – **There is an existing 6 foot fence adjacent to the B-1 zoned parcel.**

City Staff (Building Official, Engineer & Planner) reviewed the original site plan submitted. Staff had some concerns with the location of parking spaces, traffic flow throughout the site, etc. City Staff requested revisions to the site plan to resolve the items and the applicant has revised the site plan per the request of City Staff. No changes are proposed to the existing fence, dumpster enclosure, sidewalks, etc. In the event, the tenant wants signage, they will have to submit a sign permit application and meet the ordinance requirements. Staff recommends the site plan be approved since the site plan complies with pertinent City ordinances and allows a building that have been vacant since 2012 to be occupied.

COMMISSION ACTION:

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE SITE PLAN FOR THE PHARMACY BUILDING LOCATED AT 427 W. MAIN STREET AS DEPICTED ON THE PLAN PREPARED BY WESTWARD ARCHITECTURE, PROJECT NUMBER 2018-0110, SHEET SP, LAST DATED 8-17-18 SUBJECT TO THE FOLLOWING:

1. **THAT THE TENANT USING THE DRIVE THROUGH IS A PHARMACY.**
2. **THAT ANY INTERIOR CHANGES TO THE BUILDING AND DRIVE THROUGH WINDOW WILL REQUIRE A BUILDING PERMIT AND CONSTRUCTION PLANS.**
3. **THAT ANY TENANT SIGNAGE WILL REQUIRE SIGN PERMITS.**
4. **THAT THE SE CORNER SIDEWALK AT THE REAR OF THE BUILDING BE CUT OUT TO ALLOW A TURN TO THE NORTH.**

YEAS: SECRETARY FEAR, COMMISSIONERS KIRKLAND, LAFFERTY, LAW, VICE-CHAIR LIVINGSTON, COMMISSIONER TAYLOR AND CHAIRMAN WASCHER

NAYS: NONE

RCV ALL YEAS MOTION CARRIED

OTHER BOARD BUSINESS:

2. Election of Officers: Elect the chair, vice-chair and secretary for the 2018-19 fiscal year

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO ELECT WILLIAM WASCHER AS CHAIRMAN, FRANK LIVINGSTON AS VICE-CHAIR AND JANAE FEAR AS SECRETARY.

YEAS: COMMISSIONERS ADAMS, KIRKLAND, LAFFERTY, LAW, VICE-CHAIR LIVINGSTON, COMMISSIONER TAYLOR, SECRETARY FEAR, AND CHAIRMAN WASCHER

NAYS: NONE

RCV ALL YEAS MOTION CARRIED

3. Review of Section 26-18: The Owosso Zoning Board of Appeals is requesting the review and potential revision of prohibition of pole signs.

The Sign Ordinance was revised and adopted in 2017 with the language that pole signs are prohibited. Discussion held regarding the intent of eliminating pole signs. The board's intent was to eliminate pole signs in the downtown area but would allow them in other areas of the City. Assistant City Manager Amy Cyphert will present draft changes to the Sign Ordinance at the September meeting.

4. Review of Section 26-21: The Owosso Zoning Board of Appeals is requesting the review and potential revision specific sign standards as it relates to business centers.

The current Sign Ordinance does not have specific language that would apply to business centers, i.e. campuses and hospitals. Discussion held regarding the intent to regulate all signs on both private property and near right-of-way. These business centers require multiple directional signs on the private property. General consensus was to only regulate signs near the right-of-way and not directional signs on private property. Assistant City Manager Amy Cyphert will present draft changes to the Sign Ordinance at the September meeting.

5. Review of Section 26: The Owosso Zoning Board of Appeals is requesting the creation of Board of Appeals section within the Sign section that details powers, duties and variance criteria.

Discussion held regarding the current variance criteria and how it pertains to buildings and does not represent sign variances. Assistant City Manager Amy Cyphert will present draft changes to the Sign Ordinance at the September meeting.

PUBLIC COMMENTS AND COMMUNICATIONS:

Commissioner Livingston welcomed the City's new Assistant City Manager Amy Cyphert. Ms. Cyphert spoke of her background and experience with planning and zoning.

Assistant City Manager Amy Cyphert stated the City Council approved the professional agreement for services to update the Master Plan. Ms. Cyphert suggested creating a sub/steering committee and there will be multiple meetings with the professional firm. Commissioners Adams, Fear, Law, Taylor and Vice-Chair Livingston expressed an interest in serving on the committee.

ADJOURNMENT:

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSION TAYLOR TO ADJOURN AT 7:30 P.M. UNTIL THE NEXT MEETING ON SEPTEMBER 24, 2018.

YEAS ALL, MOTION CARRIED.

Janae L. Fear, Secretary

**PARKS AND RECREATION COMMISSION
REGULAR MEETING
WEDNESDAY, AUGUST 22, 2017
City Hall Council Chambers
301 W. Main St. Owosso, MI 48867**

- CALL TO ORDER:** Chairman Espich called the meeting to order at 7: 00 p.m.
- PLEDGE OF ALLEGIANCE:** Was recited.
- ROLL CALL:** Was taken by Main Street / DDA Manager, Josh Adams
- MEMBERS PRESENT:** Chairman Espich, Vice-Chair Jeff Selbig, Commissioners Jerry Hebekeuser, Nick Seabasty and Andrew Workman.
- MEMBERS ABSENT:** Commissioners Rick Morris and Randy Woodworth
- OTHERS PRESENT:** Mayor Christopher Eveleth, Main Street/DDA Manager, Josh Adams.
- APPROVAL OF AGENDA:** **COMMISSIONER HEBEKEUSER MADE A MOTION TO APPROVE THE AGENDA FOR AUGUST 22, 2018 AS AMENDED.**
- MOTION SUPPORTED BY COMMISSIONER WORKMAN.
AYES ALL, MOTION CARRIED.**
- CHANGES: ADD ITEM #6 DISCUSSION OF RESTOCKING OF HOPKINS LAKE.**
- APPROVAL OF MINUTES:** **VICE CHAIR SELBIG MADE A MOTION TO APPROVE THE MINUTES FROM JULY 25, 2018.**
- MOTION SUPPORTED BY COMMISSIONER HEBEKEUSER.
AYES ALL, MOTION CARRIED.**

PUBLIC COMMENTS/COMMISSIONER COMMENT:

Chairman Espich reported that council did approve putting the millage question on the ballot for Parks and Recreation / Historical Commission.

COMMUNICATIONS:

None.

BUSINESS:

Skate Park Update

Mr. Adams made note of the new Pillar Design as a result of the survey and 60% were in favor of the street park and 40% were in favor of the bowl.

Chairman Espich asked about in-kind donations and Mr. Adams reported that he had not received that from Pillar. He also reported that Scott Gould updated the contract and sent it back to Pillar to sign. He also stated they were still looking for an October or November construction date.

Commissioners discussed the design and possible add-ons in the future.

Disc Golf – Update

Chairman Espich introduced Tim Law. Mr Law gave an update on the disc golf course. He reported that the spring rains slowed them down this year and he reported they are really close to finishing. He stated a lot of mowing and weed whacking needs to be done. Commissioners and Mr. Law discussed several things going on at the park. Mr. Law then

reported on each hole at the disc golf course showing pictures of each and noting deficits and pluses of each.

Mr. Adams reported that if the DPW does the pouring of the concrete they wouldn't be able to do it until next year due to all the projects going on right now per Mark Mitchell, DPW Supervisor.

There was a discussion between the Mayor and Commissioners regarding which decisions were to be made by the Parks and Recreation Commission and which decisions should be made by city council.

Ice Rink Prep and warming hut.

Mr. Adams reported that DPW Superintendent, Mark Mitchell is concerned about moving the ice rink to Grove Holman Park because there isn't any way to lock it up. Currently, when it thaws the rink is locked due to the possibility of damage to the liner with people trying to skate on it. Locking it up is not possible at Grove Holman at this point.

Warming Hut

Mr. Adams reported Mr. Mitchell stated there isn't any gas or water at the building and it would have to be brought up to the current building code. There would be substantial work needed to be done to the building. Mr. Adams stated the city manager and himself would possibly go and look at the building.

Chairman Espich asked Mr. Adams when he went to check out the building that he would check on the baskets that were used to store clothing, during the years when the Holman Pool was in use. Chairman Espich stated a couple people have suggested selling them as a fundraiser.

Rail Trail

No updates.

Parks and Recreation Millage Planning

Mayor Eveleth and commissioners discussed suggestions on how to make the community aware of the millage. He suggested a flyer being mailed out.

Stocking of Hopkins Lake

No Updates.

PUBLIC COMMENTS / COMMISSION COMMENTS

Commissioners and Tim Law discussed getting volunteers for cleaning up the disc golf course.

Date and time and meetings next month

Commissioners present agreed to meet on September 26, 2018 at 7 p.m.

VICE CHAIR SELBIG MADE A MOTION TO ADJOURN AT 8:25 P.M.

**MOTION SUPPORTED BY COMMISSIONER SEABASTY
ALL AYES, MOTION CARRIED.**