

**CITY OF OWOSSO**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**MONDAY, NOVEMBER 5, 2012**  
**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 OCTOBER 15, 2012:**

**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. Ryan Comrie: Eagle Scout Project Recognition and Presentation
2. Salvation Army Proclamation

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

Project Status Report

**CONSENT AGENDA**

1. Change Order #1 for Street Patch Program. A resolution to approve a contract amendment with One Way Asphalt and Excavating, Inc. to increase the scope of work and payment amount in order to increase quantities necessary to seal against the weather. The increase is in the amount of \$5,148.66 and is for new street segments added after bidding.

2. Pay Authorization for One Way Paving and Excavating, Inc. A resolution to pay the contractor of the 2012 Street Patch Project for work completed through October 5, 2012 as amended by Change Order #1. The amount is \$19,364.66.
3. Professional Services Amendment for Bentley Park Improvements. Consider amendment to the professional design and bid service agreement with Rowe Professional Services Company for the Bentley Park Rehabilitation. The work would include two new alternate bid solutions and a new round of bidding services at cost increase of \$1,803.
4. Set Date for Master Plan Public Hearing. Set a public hearing on for November 19, 2012 at or soon after 7:30 p.m. in the council chambers to receive citizen comment regarding the draft master plan in accordance with state statute.
5. Ordinance Amendment First Reading and Set Public Hearing – Westtown B-3. Conduct First Reading and set a public hearing for November 19, 2012 to receive citizen comment regarding proposed ordinance amendment to amend Chapter 38, Zoning, Section 38-27 of the Code of Ordinances of the City of Owosso, Michigan to zone specific properties along Main Street in an area commonly referred to as Westtown to B-3 Central Business District
6. Award Tree Bid. A resolution to accept the lowest qualified bid by Carlton Tree Service of Owosso, Michigan in the estimated amount of \$69,575 for the removal of approximately 200 trees (excluding the stumps) on city rights-of-way and properties as specified in the bid documents.
7. Award Stump Bid. A resolution to accept the lowest qualified bid by Wonsey Tree Service of Alma, Michigan in the estimated amount of \$17,700 for the removal of approximately 200 tree stumps on city rights-of-way and properties as specified in the bid documents.
8. Warrant No. 451. Authorize Warrant No. 451 as presented.
9. September Check Register. Affirmation of check disbursements totaling \$2,335,425.22 for the month of September.

#### **ITEMS OF BUSINESS**

1. Parking Ticket Grace Period. A resolution to permit enforcement of parking ticket payment by working with the Secretary of State to deny drivers license renewals upon failure to pay, as well as to enact a 90 grace period for payment after public notification.
2. Electronic Payment Provides Processor Agreement. A resolution to enter into an agreement with Point to Pay, LLC to provide third party processing of electronic debit, credit, and electronic check payments on city invoices and charges through BS&A.
3. Natural Gas Supply Purchase Agreement. A resolution to authorize a natural gas supply agreement with Volunteer Energy Services, Inc.
4. Firefighter Memorial Location Designation. A resolution designating the location for placing a refurbished fire truck as a memorial on the west side of Water and Washington Streets near the Shiawassee River bridge.
5. CDBG Loan. A resolution to enter into an agreement with James Civile, owner of 122 N. Washington Street, for the purpose of the lending of \$48,957.00 from the CDBG fund in order to provide gap financing to refurbish three upper floor residential units in accordance with the CDBG revolving loan fund program guidelines.

## **COMMUNICATIONS**

1. Planning Commission. Minutes of October 22, 2012.
2. Parks & Recreation Commission. Minutes of October 22, 2012.
3. Historical Commission. Minutes of October 9, 2012.
4. Downtown Historic District Commission. Minutes of October 17, 2012.
5. Cash and Investment Report. First Quarter of Fiscal Year 2013.

## **CITIZEN COMMENTS AND QUESTIONS**

## **NEXT MEETING**

Monday, November 19, 2012

## **BOARDS AND COMMISSIONS OPENINGS**

Zoning Board of Appeals – Alternate, term expiring June 30, 2013  
Shiawassee District Library Board, term expiring June 30, 2016

## **ADJOURNMENT**

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

**OWOSSO CITY COUNCIL**

**OCTOBER 15, 2012**

**7:30 P.M.**

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

**OPENING PRAYER:** PASTOR DAVID WOODBY  
REDEEMER LUTHERAN CHURCH

**PLEDGE OF ALLEGIANCE:** JOHN ALDRICH, GROUP GENERAL MANAGER  
MACHINE TOOL & GEAR, INC.

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Cindy S. Popovitch,  
Councilpersons Loreen F. Bailey, Thomas B. Cook, Michael J. Erfourth,  
Christopher T. Eveleth and Burton D. Fox.

**ABSENT:** None.

**APPROVE AGENDA**

Motion by Councilperson Eveleth to approve the agenda as presented.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 1, 2012**

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of October 1, 2012 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

**REAL & PERSONAL PROPERTY TAX EXEMPTION APPLICATIONS – MACHINE TOOL & GEAR, INC.**

A public hearing was conducted to receive public comments on New Real and Personal Property Tax Exemption Applications for Machine Tool & Gear, Inc., 401 South Chestnut Street.

City Assessor Larry Cook prefaced the public hearing saying the company continues to expand and provide employment for area workers. The company has other exemptions on file for personal property, this is their first application for a real property exemption. He then guided the Council through the calculations requested exemptions saying they qualified for a full 12-year exemption for each application before them this evening.

The following people commented regarding the proposed exemptions:

John Aldrich, Machine Tool & Gear Group General Manager, thanked staff and the Council for their support of the company over the years. He went on to describe the proposed project. He indicated the company hopes to hire another 16 employees as a result of this project and is currently exploring the possibility of further expansion at the Owosso location.

Motion by Councilperson Eveleth to adopt a resolution authorizing 12-year real and personal property tax exemptions for Machine Tool & Gear Inc. as detailed in the following resolution:

**RESOLUTION NO. 123-2012**

**APPROVING AN IFE APPLICATION  
MACHINE TOOL & GEAR, INCORPORATED  
A DIVISION OF NEWCOR MACHINED PRODUCTS GROUP  
401 SOUTH CHESTNUT STREET**

WHEREAS, pursuant to PA 198 of 1974, as amended, after a duly noticed public hearing held on April 18, 1977, this City Council, by resolution established an Industrial Development District, commonly called the Owosso Industrial Site No. 1, and on October 9, 1978, this City Council, by resolution amended said Industrial Development District property occupied by 401 S. Chestnut; and

WHEREAS, Machine Tool & Gear, Incorporated has filed an application for an Industrial Facilities Exemption Certificates with respect to Real Property and New Personal Property within the Industrial Development District; and

WHEREAS, before acting on said application, the City of Owosso held a hearing on October 15, 2012, in City Hall, at 301 W. Main Street, Owosso, MI, 48867, at 7:30 p.m. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the Real Property and acquisition of the New Personal Property had not begun earlier than six (6) months before September 24, 2012, the date application received for the Industrial Facilities Exemption Certificates; and

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

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

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

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

SECOND: The applications from Machine Tool & Gear, Incorporated for Industrial Facilities Exemption Certificates, with respect to both Real Property and New Personal Property on the following described parcel of real property situated within the Industrial Development District, to wit:

COMMENCING AT INTERSECTION OF EAST LINE CHESTNUT ST & SOUTHERLY RIGHT OF WAY LINE OF GRAND TRUNK RAILROAD; TH S 80°38'50" E 1317.01' TH S 02° 2'25" W 858.19' TH N 80°38'50" W 598.20' TH N 07°18'07" E 424.29' TH N 80°38'50" W 751.92' TH N 01°14'05" E 431.51' TO POB PART OF NE 1/4 SEC 23 T7N R2E 18.83 A M/L; and

be and the same is hereby approved.

THIRD: The Industrial Facilities Exemption Certificates for both Real Property and New Personal Property, when issued, shall be and remain in force for a period of 12 years.

Motion supported by Councilperson Erfourth.

Roll Call Vote.

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

NAYS: None.

Mayor Frederick applauded the company's continued investment in the community.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, business owner at 118 South Washington Street, expressed his continued concern should the dams in town be removed from the river. He asked again the issue be presented to voters to allow them to decide.

Eddie Urban, 601 Glenwood Avenue, expressed concern that the turtles in the river will die off if all of the dams are removed. He went on to inquire whether the City has portable defibrillators to use in the case of a cardiac emergency. It was noted each ambulance carries a portable defibrillator and each school and gym also has one on hand.

Councilperson Erfourth inquired whether Council would consider moving the celebration of Halloween permanently to the weekend to avoid school nights.

Councilperson Eveleth inquired about the status of State legislation affecting tax exemptions such as those approved earlier in the meeting. The Mayor noted that the bill was still in negotiations and would take some time before it was ready for any potential vote. He went on to say that all proposals include a multi-year approach to phasing in the elimination of the exemptions.

### **CITY MANAGER REPORT**

City Manager Crawford indicated information was going out to residents detailing changes to the leaf pick-up program. Specific pick-up dates have been listed to avoid confusion as to when leaves will be picked up and citizens will be asked to rake their leaves into the street instead of in the right-of-way.

### **CONSENT AGENDA**

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

Ambulance Service Rate Amendment. Consider amendment to the ambulance service rates to set charges for In-Facility transfers as follows:

### **RESOLUTION NO. 124-2012**

#### **RESOLUTION AUTHORIZING THE AMENDMENT TO AMBULANCE RATES TO ESTABLISH RATES FOR IN-FACILITY TRANSPORTS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a public safety department requiring billing for EMS Services; and

WHEREAS, the City of Owosso set ambulance rates in 2005 and circumstances have changed requiring amendment of these rates to reflect a new service entitled In-Facility Transport.

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 amend the rates to include a Level of Care defined as "In- Facility Transport" at a rate of \$250.80.

SECOND: The rate schedule shall be:

**Rate Schedule**

Basic Life Support (BLS)	\$375.00 plus \$10.00 a loaded-mile-minimum one mile
Non-Emergency Transfers	\$375.00 plus \$10.00 a loaded-mile-minimum one mile
Advanced Life Support 1 (ALS1)	\$475.00 plus \$10.00 a loaded-mile-minimum one mile
Advanced Life Support 2 (ALS2)	\$550.00 plus \$10.00 a loaded-mile-minimum one mile
Specialty Care Transport (SCTs)	\$600.00 plus \$10.00 a loaded-mile-minimum one mile
Use of Oxygen	\$40.00
In-facility Transport	\$250.80

- Resident not responsible for Co-Pay
- Non-Resident required to pay Co-Pay

THIRD: Levels of Care shall be defined as:

**Basic Life Support Definition:** Level of service provided by an EMT-Basic and is based on state and local protocols. There was some confusion in the Proposed Rule about including IV therapy in the basic life support payment. The Final Rule makes it clear that IVs are included in the BLS base rate ONLY in those areas where EMTs may start IVs under state or local law.

**ALS1 Definition:** An ALS1 level of service is defined as including an ALS assessment OR the provision of at least one ALS intervention. An ALS assessment is performed by an ALS crew and results in the determination that the patient's condition requires an ALS level of care, even if no other ALS intervention is performed. ALS assessments will be recognized only in emergency situations.

If both a BLS and ALS unit respond to a call and an ALS Assessment is performed by the ALS service and it is determined that no further ALS intervention is required, the BLS unit may transport patient to hospital with no ALS staff on board. THE BLS unit can charge at the ALS level of service even though no ALS staff was on board during transport. (Of course, ALS and BLS service may have contractual agreement in place whereby the parties agree to payment of these services; consult qualified legal counsel for more information. ALS Assessment is only done in Emergency Situations and the transporting unit is the entity who files the Medicare claim.

**ALS2 Definition:** An ALS2 level of service has been clarified to mean the administration of at least three medications OR the provisions of at least one of the following procedures: **manual defib/cardioversion; endotracheal intubation; central venous line; cardiac pacing; chest decompression; surgical airway; intraosseous line.** Dextrose, normal saline and Ringer's lactate are NOT medications for the purposes of the "three medication" rule, and neither are oxygen or aspirin. Also, medications must be administered by intravenous push/bolus or by continuous infusion to satisfy the "three

medication” rule. In addition, Medicare will now permit three administrations of the same qualifying medication to satisfy the “three medication” rule.

**Specialty Care Transports (SCTs):** An ambulance service will be eligible for payment at the SCT rate if it performs a transport of a patient requiring care by “health professionals in an appropriate specialty area” (like nursing, emergency medicine, respiratory care) or a “paramedic with additional training.” There is no prescribed certification, curriculum, course or number of hours established to determine what constitutes a “paramedic with additional training” for purposes of being paid at the SCT level. However, the final rule states that this is determined with reference to state or local authority that governs EMS personnel in that jurisdiction.

**In-facility Transport:** Is defined as transporting a patient within the facility or other building on the immediate campus or property.

Progress Payment – 2012 Street Paving Program. Authorize Progress Payment No. 1 to Michigan Paving and Materials Company for work completed to October 1, 2012 on the 2012 Street Paving Program in the amount of \$50,726.92 as follows:

#### **RESOLUTION NO. 125-2012**

##### **AUTHORIZING PAYMENT #1 TO MICHIGAN PAVING AND MATERIALS COMPANY FOR WORK RELATED TO THE 2012 STREET PAVING PROGRAM**

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

WHEREAS, the contractor has completed a portion of the project and is now eligible for payment; and

WHEREAS, the city project manager recommends Pay Estimate #1 in the amount of \$50,726.92 for work completed through October 1, 2012, with said unit quantities and amounts having been agreed to by Michigan Paving and Materials Company.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to pay Michigan Paving and Materials Company for work completed on the 2012 Street Paving Program.

SECOND: The accounts payable department is authorized to submit payment to the Michigan Paving and Materials Company in the amount of \$50,726.92 as detailed on the attached Payment Estimate #1 as authorized by Council on October 15, 2012.

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

Professional Services Agreement. Authorize professional services agreement with Powertech Services, Inc. for replacement and service to the primary (high voltage) switches and automatic switchgear at the Wastewater Treatment Plant on a cost basis not to exceed \$40,000 and further authorize payment up to the contract amount as follows:

#### **RESOLUTION NO. 126-2012**



**AUTHORIZING SERVICE CONTRACT AND PAYMENT TO  
POWERTECH SERVICES, INC.  
FOR SERVICE AND REPLACEMENT OF PRIMARY SWITCHES AND AUTOMATIC SWITCHGEAR  
AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for maintenance and replacement of elements of its primary electrical switches and automatic switchgear, and

WHEREAS, one of the three main circuit breakers in the automatic switchgear has failed and is need of replacement, and

WHEREAS, Powertech Services Inc. is an experienced electrical contractor specializing in switchgear and substation servicing, and is familiar with the primary switches and automatic switchgear at the Wastewater Treatment Plant, and has provided quotations for known elements of the replacement and service work, and

WHEREAS, the City Utility Director has reviewed the proposals from Powertech Services Inc. and their qualifications to provide the necessary engineering, technical and installation services, and recommends proceeding with Powertech Services Inc on a professional services arrangement not to exceed \$40,000.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter a professional services agreement with Powertech Services Inc. for servicing of primary switches and replacement of one circuit breaker, and the potential rebuild of the failed breaker unit at the Wastewater Treatment Plant.
- SECOND: The accounts payable department is authorized to submit payment to the Powertech Services Inc. in the amount up to \$40,000 upon satisfactory completion of the work in accordance with their proposals dated July 23 and July 25, 2012 and subsequent service required and/or cost-effective work as approved by the City Utility Director within the \$40,000 budget for this project as authorized by Council this 15 th day of October, 2012.
- THIRD: The above expenses shall be paid from the Wastewater Plant Replacement Fund.

Emergency Purchase Authorization. Accept staff authorization of emergency service to the dewatering centrifuge at the Wastewater Treatment Plant and authorize payment in the amount of \$7,685.17 to Alfa Laval Inc. for services rendered as follows:

**RESOLUTION NO. 127-2012  
AUTHORIZING PAYMENT TO  
ALFA-LAVAL INC.  
FOR EMERGENCY REPAIR OF THE CENTRIFUGE  
AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, experienced a failure of its sludge dewatering centrifuge at the Wastewater Treatment Plant requiring an emergency on site repair, and

WHEREAS, the City directed the equipment manufacturer to proceed and make the emergency repair on a time and material basis, which subsequently totaled \$7,685.17, and

WHEREAS, the City Utility Director has reviewed the detailed billing from Alfa-Laval Inc. for the cost of the repair and recommends payment in the amount of \$7,685.17 for the work that was satisfactorily completed.

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 was necessary and in the public interest to contract with Alfa-Laval, Inc. for the emergency repairs to the wastewater sludge dewatering centrifuge.

SECOND: The accounts payable department is authorized to submit payment to the Alfa-Laval Inc. in the amount up to \$7,685.17 as authorized by Council this 15<sup>th</sup> day of October, 2012.

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

Warrant No. 450. Authorize Warrant No. 450 as follows:

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional Services- September 11, 2012 – October 8, 2012	General	\$ 8,870.68
Michigan Municipal Risk Management Authority	Building and Property Insurance- 1 <sup>st</sup> Installment - July 1, 2012 – June 30, 2013	General	\$125,012.00
ERES International Inc.	Pavement Condition Survey- Payment for Professional Services – September 20, 2012 – October 4, 2012	Street Improvement Bond Fund	\$ 20,160.00
Logicalis, Inc	Network Engineering Support - September 2012	General	\$ 7,616.00
Owosso Charter Township	Owosso Charter Township water sales payment – June – September 2012	Water	\$ 10,240.77
Caledonia Charter Township	Caledonia Utility Fund payment – June – September 2012	Water	\$ 17,912.49
<b>Total</b>			<b>\$189,811.94</b>

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

### **ITEMS OF BUSINESS**

### **EXECUTIVE SESSION**

Motion by Councilperson Eveleth to authorize Executive Session at the conclusion of regular business to discuss the City Manager's evaluation at the request of the employee.

Motion supported by Councilperson Cook.

Roll Call Vote.

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

NAYS: None.

### **COMMUNICATIONS**

Charles P. Rau, Building Official. September 2012 Building Department Report.

Charles P. Rau, Building Official. September 2012 Code Violations Report.

Michael T. Compeau, Public Safety Director. September 2012 Police Report.

Michael T. Compeau, Public Safety Director. September 2012 Fire Report.

Planning Commission. Minutes of September 24, 2012.

Parks & Recreation Commission. Minutes of September 24, 2012.

Historical Commission. Minutes of September 27, 2012.

Downtown Development Authority/Main Street. Minutes of October 3, 2012.

Motion by Councilperson Eveleth to suspend the rules of procedure and move to the 2<sup>nd</sup> Citizen Comments and Questions period.

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

### **CITIZEN COMMENTS AND QUESTIONS**

Eddie Urban, 601 Glenwood Avenue, indicated he will be visiting the Shiatown dam area to see the effects of the spillway removal.

### **ADJOURNED TO EXECUTIVE SESSION AT 7:56 PM**

### **RETURNED FROM EXECUTIVE SESSION AT 8:40 PM**

### **APPROVAL OF THE APRIL 2, 2012 EXECUTIVE SESSION MINUTES**

Motion by Councilperson Eveleth to approve the minutes of the April 2, 2012 Executive Session as presented.

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

### **NEXT MEETING**

Monday, November 05, 2012

### **BOARDS AND COMMISSIONS OPENINGS**

Zoning Board of Appeals – Alternate, term expiring June 30, 2013

Shiawassee District Library Board, term expiring June 30, 2016

### **ADJOURNMENT**

Motion by Councilperson Eveleth for adjournment at 8:43 p.m.

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

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk



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

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# ***MEMORANDUM***

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DATE: November 5, 2012

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Request for Approval of Change Order #1-Final for the 2012 Street Patch Bid

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One Way Asphalt Paving & Excavating, Inc. has completed the 2012 Street Patch Project. This program addresses asphalt pavement repairs caused by watermain and gas line repairs as well as bad areas of pavement caused by weak sub-base in a street with generally good pavement. This work is funded from the 2012-2013 Major and Local Street Maintenance Fund.

We recommend Council accept Change Order #1-Final in the amount of \$5,148.66 for the 2012 Street Patch Bid.

**RESOLUTION NO.**  
**AUTHORIZING A CHANGE ORDER**  
**TO THE CONTRACT WITH**  
**ONE WAY ASPHALT PAVING & EXCAVATING, INC.**  
**FOR THE 2012 STREET PATCH PROJECT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with One Way Asphalt Paving & Excavating, Inc. on October 1, 2012 for the 2012 Street Patch Program Bid; and

WHEREAS, additional materials are required to permanently patch various streets with a hot mixed asphalt to prevent water from getting into the sub base of the street which accelerates the deterioration of the street pavement.

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

- FIRST:       The City of Owosso amend the contract with One Way Asphalt Paving & Excavating, Inc. to add additional work to their contract.
- SECOND:      The mayor and city clerk are instructed and authorized to sign the document substantially in form attaches as Exhibit A, Amendment to the Contract for services between the City of Owosso and One Way Asphalt Paving & Excavating, inc. in the total amount by \$5,148.66.
- THIRD:       The above expenses shall be paid from the 2012-2013 Major and Local Street Maintenance Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 5<sup>th</sup> DAY OF NOVEMBER, 2012.

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk

**CITY OF OWOSSO  
CONTRACT CHANGE ORDER NO. 1-FINAL**

**TO:** ONE WAY ASPHALT PAVING & EXCAVATING, INC.

**Date:** 11/1/2012

**CONTRACT:** 2012 STREET PATCH PROGRAM

**PROJECT NO.:** \_\_\_\_\_

You are hereby requested to comply with the following changes from the contract plans and specifications:

1 Item No.	2 Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
1	4" Patches - additional 286.75 SFT x \$3.40/SFT		\$ 974.95
2	6" Patches - additional 877.94 SFT x \$4.80/SFT		\$ 4,214.11
3	8" Patches - additional 4.75 SFT x \$5.25/SFT		\$ 24.93
4	10" Patches - additional 5.32 SFT x \$6.80/SFT		\$ 36.17
5	12" Patches - decrease of 14 SFT x \$7.25/SFT	\$ (101.50)	
Change in contract price due to this Change Order			
	Total Decrease	\$ (101.50)	XXXXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXXXX	5,250.16
	Difference between Co. 3 & 4		5,148.66
	Net <b>INCREASE</b> contract price		

Original Contract Price:	<u>14,216.00</u>
Total Net Addition or Deduction by previous C.O. No.:	<u>                    </u>
Total Amount of Contract Prior to this Change Order:	<u>14,216.00</u>
Net Addition or Deduction this Change Order No.:	<u>5,148.66</u>
Net Amount of Contract to date:	<u>19,364.66</u>

This time provided for completion in contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

**Recommended by:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**Accepted by:** \_\_\_\_\_



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

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# ***MEMORANDUM***

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DATE: November 5, 2012

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Approval of Pay Estimate #1-Final for the 2012 Street Patch Program as modified by Change Order #1-Final.

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I recommend Council approve the attached Pay Estimate #1-Final in the amount of \$19,364.66 to One Way Asphalt Paving & Excavating, Inc. for work completed on the 2012 Street Patch Program as amended by Change Order #1-Final.

The work completed in Change Order #1-Final included additional materials used for various street patches added to the project after it was approved by council on October 1, 2012. This project is funded by the 2012-2013 Major and Local Street Maintenance Fund.



**RESOLUTION NO.**

**AUTHORIZING PAYMENT TO  
ONE WAY ASPHALT PAVING & EXCAVATING, INC.  
FOR WORK COMPLETED ON THE  
2012 STREET PATCH PROJECT  
AS AMENDED BY CHANGE ORDER #1-FINAL**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into a unit price contract with One Way Asphalt Paving & Excavating, Inc. for the 2012 Street Patch Program Bid, and found it necessary and beneficial to extend unit prices to accomplish additional street patches pursuant to Change Order #1-Final; and

WHEREAS, the work is complete and is now eligible for payment; and

WHEREAS, the City project manager recommends Pay Estimate #1-Final in the amount of \$19,364.66 for work completed through October 5, 2012, and said unit quantities and amounts agreed to by One Way Asphalt Paving & Excavating, Inc.

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

- FIRST: The City of Owosso has hereto determined that it is advisable, necessary and in the public interest to pay One Way Asphalt Paving & Excavating, Inc. for work completed on the 2012 Street Patch Project as amended by Change Order #1-Final.
- SECOND: The accounts payable department is authorized to submit payment to One Way Asphalt Paving & Excavating, Inc. the amount of \$19,364.66 as detailed on the attached Payment Estimate #1-Final as authorized by Council on October 1, 2012.
- THIRD: The above expenses shall be paid from the 2012-2013 Major and Local Street Maintenance Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS 5<sup>th</sup> DAY OF NOVEMBER, 2012.

---

Benjamin R. Frederick, Mayor

---

Amy K. Kirkland, City Clerk

**PERIODIC COST ESTIMATE  
CITY OF OWOSSO  
301 W. MAIN  
OWOSSO, MI 48867**

Page 1 of 1 Pages

1. Estimate No.:

1-FINAL

4. Date Prepared

10/24/2012

5. Period Ending

10/5/2012

2. Sponsor's Name

CITY OF OWOSSO

3. Sponsor's Address

301 W. MAIN

OWOSSO, MI 48867

6. Project No.

7. Name of Project

2012 Street Patch Program

8. Location of Project

various

9. State:

10. Name of Contractor

One Way Asphalt Paving & Excavating, Inc.

11. Address of Contractor

3420 E. Grand River  
Willaimston, MI 48895

12. Work Performed Under:

Lump Sum Contract: ☐

Unit Price Contract: ☒

Force Account: ☐

13. Description of Work

14. Sponsor's Contract No.

15. Original Estimated Cost this  
Contract or Force Account  
**\$14,216.00**

16. Completion Time:

17. Percent Physical Completion

18. Dates

a. Notice to  
Proceed

b. Work to Commence

c. Completion  
Date

d. Est. or Actual  
Completion

136.22%

a. Ahead

b. In Arrears

20  
Item  
No.

21. Description of Item

22. LATEST REVISED DETAILED ESTIMATE

a.  
Quantity

b.  
Unit

c.  
Unit  
Price

d.  
Amount

23. WORK PERFORMED TO DATE

a.  
Quantity

b.  
Amount

c.  
%

1	4" Patches	2000	SFT	\$ 3.40	\$ 6,800.00	2286.75	\$ 7,774.95	114%
2	6" Patches	700	SFT	\$ 4.80	\$ 3,360.00	1577.94	\$ 7,574.11	225%
3	8" Patches	300	SFT	\$ 5.25	\$ 1,575.00	304.75	\$ 1,599.93	102%
4	10" Patches	45	SFT	\$ 6.80	\$ 306.00	50.32	\$ 342.17	112%
5	12" Patches	300	SFT	\$ 7.25	\$ 2,175.00	286	\$ 2,073.50	95%

**TOTAL**

**\$ 19,364.66**

**TOTAL DUE**

**\$ 19,364.66**

**24. CERTIFICATION OF CONTRACTOR**

I hereby certify that the work performed and materials supplied to date, as shown on this periodic cost estimate, represent the actual value of accomplishment under the terms of this contract in conformity with approved plans and specification; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above.

10-25-2012  
Date

ONEWAY ASPHALT  
Name of Contractor

BY: [Signature]  
Signature

Title

**25. ACKNOWLEDGMENT AND CONCURRENCE OF PROJECT ENGINEER**

I have examined this periodic cost estimate and concur in the certificate of the contractor.

10-24-12  
Date

[Signature]  
Signature, Project Engineer



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---

# ***MEMORANDUM***

---

DATE: October 29, 2012

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: Bentley Rehabilitation Grant Professional Services

---

Before you tonight is a request to increase an existing professional services agreement that the city has with Rowe Professional Services Company. The services are to complete additional design and specification work on the Bentley Park Rehabilitation Project that is partially funded by the MDNR.

The purpose of the original agreement is outlined in the proposal dated February 9, 2012. The scope generally includes engineering and architectural designs and specifications for bidding purposes on the tennis courts, basketball courts, and pavilion restrooms. These services are required to be performed by a licensed professional engineer or architect in accordance with the requirements of the State of Michigan Department of Natural Resources. The original amount established for these services was \$4,943.00. To date, \$3,575 of this has been paid.

The specifications and bid documents were created by Rowe, and the project was bid last winter. However, the prices that were received were rejected by the city because they were considered to be too high. We have spent much time this summer analyzing ways to complete the project through design changes that are acceptable to the DNR. As this point, we are authorized to move forward by the state with bid alternates relating to the bathrooms and the tennis courts. This work includes outfitting only one bathroom for use at this time, instead of two, as well as leaving one tennis court as a flat surface only that can be used as an ice skating rink in the winter.

To complete alternations on the designs and specifications for the bids, Rowe is requesting an amendment to their agreement to do this work as outlined in their

proposal dated October 29, 2012. There is still \$1,728 that is noted for construction engineering as carried over and supplemented from the original proposal. Approval of this will bring the total project to \$6,746, an increase of \$1,803.00 for all additional design and bid work.

I recommend the city council approved this additional request for work and the accompanying charges so that the park work can be bid this winter when prices for services are generally at their lowest.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION TO APPROVAL A CONTRACT AMENDMENT FOR THE BENTLEY PARK  
REHABILITATION GRANT PROFESSIONAL SERVICES**

WHEREAS, the City of Owosso is the recipient of a Recreation Passport Grant from the DNR; and

WHEREAS, as required by the DNR grant agreement, the city contracted with an engineering company, Rowe Professional Services Company, to perform professional services related to design, specification creation, bidding, and construction observation of the project; and

WHEREAS, an amendment and subsequent re-bidding of the project is necessary due to budgetary reasons, resulting in an increase in the professional services agreement amount; and

WHEREAS, city council approval of the professional service agreement is required because the resulting total amount for work performed is expected to exceed \$5,000.

NOW, THEREFORE, BE IT RESOLVED that the City of Owosso City Council hereby approves the new professional service agreement with Rowe Professional Services Company in the amount of \$6,746, an increase of \$1,803, to be paid out of the Bentley Park Rehabilitation Project account.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 5th DAY OF November 2012.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CITY OF OWOSSO

ATTEST:

\_\_\_\_\_  
Benjamin R. Frederick, Mayor

\_\_\_\_\_  
Amy K. Kirkland, City Clerk



October 29, 2012

Mr. Adam Zettel, AICP  
Assistant City Manager / Community Development Director  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867

RE: Revised Engineering Proposal  
Bentley Park Community Renovation Project

Dear Mr. Zettel:

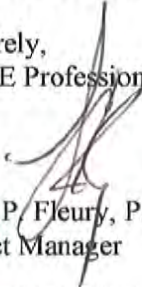
Pursuant to your request, ROWE Professional Services Company is pleased to provide the City of Owosso with a revised engineering proposal for improvements to Bentley Park. The revised scope of work will include re-bidding the project with a base bid as well as two alternate bids as summarized below:

- Base Bid – Restroom renovations will result in one unisex bathroom.
- Alternate Bid #1 – This scope will be consistent with the originally bid project.
- Alternate Bid #2 – Tennis court improvements will only include the two courts with the easterly court being converted into a skating rink.

Our fee for providing revised engineering services is **\$3,171** and will include the revision of contract documents, assistance throughout the bidding process, and contract administration (see cost breakdown attached).

Thank you for the opportunity to provide the City of Owosso with this proposal, should you have any questions please feel free to contact me.

Sincerely,  
ROWE Professional Services Company

  
Louis P. Fleury, P.E.  
Project Manager

R:\dsk\Proj\PROPOSAL\CU\owosso\design\proposalrevised2.docx

**CITY OF OWOSSO  
BENTLEY PARK COMMUNITY RENOVATION PROJECT  
COST BREAKDOWN**

**I. CONTRACT DOCUMENTS / BIDDING PROCESS**

- Fieldwork to verify grading and drainage patterns for skating rink area.....\$297
- Revise plans, specifications, and bid documents to reflect base and alternate bids,  
submit contract documents to DNR and bidding process.....\$1,146
- CONTRACT DOUMENTS/BIDDING PROCESS SUBTOTAL.....**\$1,443**

**II. CONSTRUCTION**

- Facilitate preconstruction meeting
- One site visit site during construction
- Prepare As-Constructed site plan
- Complete Final Compliance Onsite Inspection Report .....**\$1,728**

**DESIGN/CONTRACT ADMINISTRATION TOTAL..... \$3,171**



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

---

# ***MEMORANDUM***

---

DATE: October 26, 2012

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: 2012 Master Plan Public Hearing Resolution

---

The master plan approval process is nearly complete. As you are aware, the plan was substantially complete in July. Since that time, it has been undergoing the statutorily required distribution, comment, and hearing processes. At this point, the plan has been distributed for comment for the required 63+ days. The planning commission has also held a subsequent public hearing on the document to receive comment. They approved a slightly revised draft on October 22, 2012 at their regular meeting.

The plan is now before you in what is most likely its final form. Comments from residents and other community interests were given on the plan, and the planning commission has approved many changes which are now included in the draft document. The council is to hold one last public hearing on the matter, which is requested to be approved for the November 19<sup>th</sup> meeting. Once this is complete, the council can deny, approve, approve with changes, or remand the plan as it sees fit.

As we discussed previously, given the public outreach and amount of time invested into this plan so far, it is not anticipated that any major changes will occur throughout this final phase of the process.

Call or email me with any questions.



**RESOLUTION \_\_\_\_\_**

**A RESOLUTION TO SET A PUBLIC HEARING TO HEAR ALL PERSONS INTERESTED IN  
COMMENTING ON THE PROPOSED MASTER PLAN**

WHEREAS, the City of Owosso Planning Commission has been engaged in the drafting of the city's first master plan since late 2010; and

WHEREAS, the planning commission has finished such a draft and has submitted the document to the city council for review and distribution in accordance to the Planning Enabling Act (PEA); and

WHEREAS, the city council approved the distribution the plan in accordance with the PEA for a review period of no less than 63 days; and

WHEREAS, a subsequent public hearing was held by the planning commission to deliberate on any and all comments related to the plan; and

WHEREAS, the Owosso Planning Commission found that the plan, with the inclusion of changes resulting from public comments, is reflective of the community and satisfies the legal and best-practice needs of prudent planning; and

WHEREAS, a public hearing has been requested by the city council before adoption of any master plan can occur.

BE IT RESOLVED THAT City of Owosso City Council, County of Shiawassee, State of Michigan, hereby sets a public hearing for November 19, 2012 in the city council chambers within city hall, 301 West Main Street, Owosso, MI 48867 to hear all persons interested in the proposed master plan of the City of Owosso.

BE IT FURTHER RESOLVED THAT the same council hereby directs staff to supply a public notice concerning the master plan public hearing to a newspaper of general circulation within the city.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS 5th DAY OF November 2012.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CITY OF OWOSSO

ATTEST:

\_\_\_\_\_  
Benjamin R. Frederick, Mayor

\_\_\_\_\_  
Amy K. Kirkland, City Clerk



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---

# ***MEMORANDUM***

---

DATE: October 26, 2012

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: Zoning Map Amendment - Westown

---

In an effort to encourage development in Westown, as well as to preserve the existing developmental pattern, city staff have initiated a zoning petition for the traditional core of the Westown neighborhood. This area is better defined in the accompanying maps, but generally includes those Main Street properties that are constructed with zero lot lines and multiple stories.

As stated in the master plan, the zoning of Westown as B-4 is not conducive to bringing about the desired vision for that area. It was decided and noted in the plan that this area should be rezoned for B-3 (central business district) instead. This allows for 'traditional' development that has little or no setback requirements. This also permits higher densities and a mixture of uses.

In its current state, the buildings in Westown do not conform to the ordinance in terms of their mixed use (residential above commercial) or in terms of their setbacks and parking. The B-4 designation is geared more towards modern commercial developments that include much parking and large setbacks, such as the Tim Horton's establishment. The change to B-3 will permit expansions, additions, and new construction that match the existing urban fabric that is observed in Westown.

The ordinance was well received by property owners and other parties that inquired about its impact before and at the planning commission public hearing on October 22, 2012. I therefore recommend that the city council look to consider this ordinance by setting a public hearing for November 19, 2012. I will be available to explain this ordinance in more detail at the meeting if necessary.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION TO SET PUBLIC HEARING TO HEAR ALL PERSONS INTERESTED IN THE  
REZONING PETITION FOR WESTOWN**

Whereas, the City of Owosso submitted a petition to rezone real property, as identified in the attached map, from B-4 General Business District to B-3 Central Business District; and

Whereas, the planning commission published and mailed notices for the request, held a public hearing on the request, and deliberated on the request;

Whereas, the city staff and planning commission recommend, without reservations or conditions, the rezoning of the Westown parcels and Main Street, as mapped, to B-3;

WHEREAS, a public hearing by the city council is required before any such ordinance amendment can be approved.

BE IT RESOLVED THAT City of Owosso City Council, County of Shiawassee, State of Michigan, hereby sets a public hearing for November 19, 2012 in the city council chambers within city hall, 301 West Main Street, Owosso, MI 48867 to hear all persons interested in the proposed amendment to the official zoning map of the City of Owosso.

BE IT FURTHER RESOLVED THAT the same council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the city.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS 5th DAY OF November 2012.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

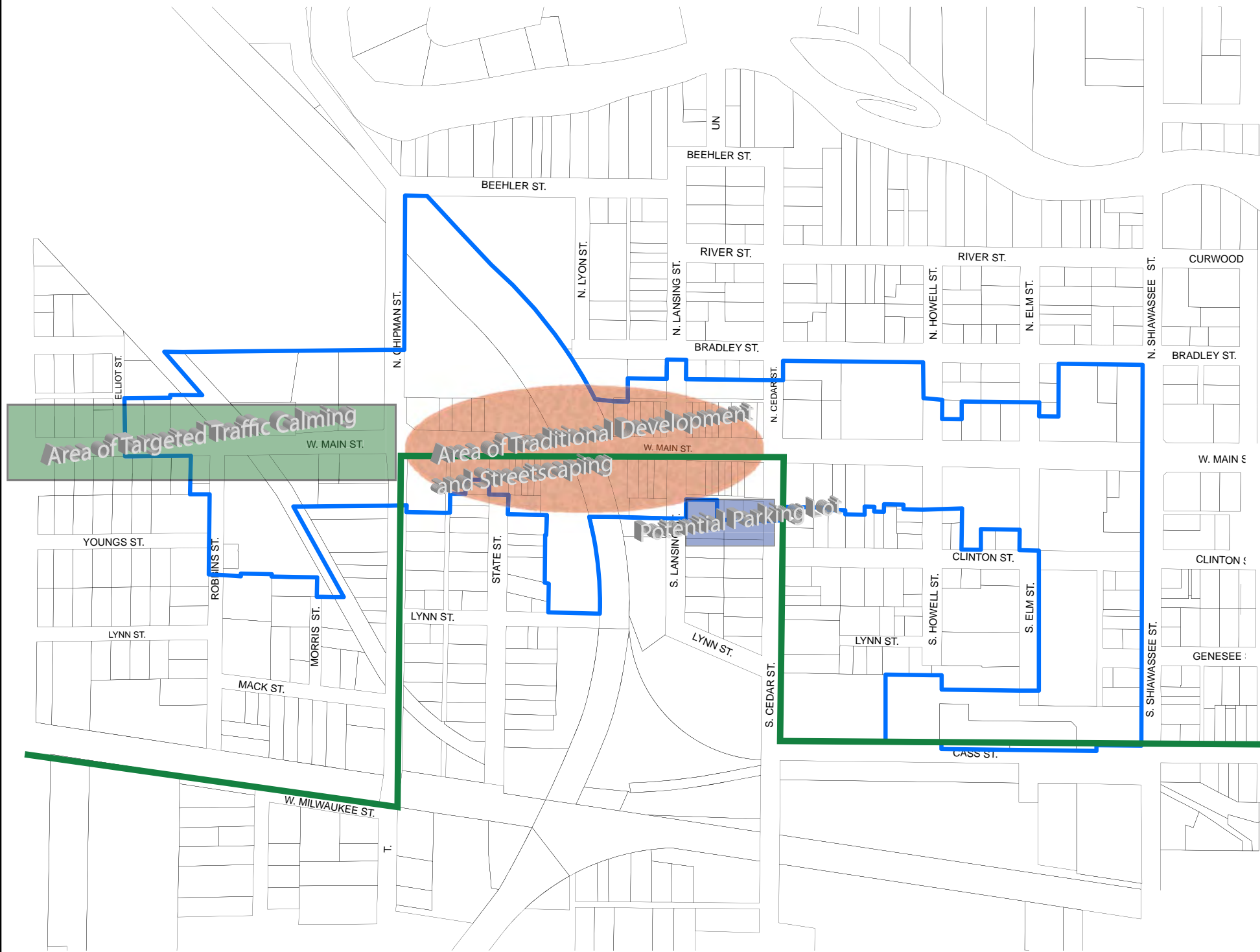
CITY OF OWOSSO

ATTEST:

\_\_\_\_\_  
Benjamin R. Frederick, Mayor

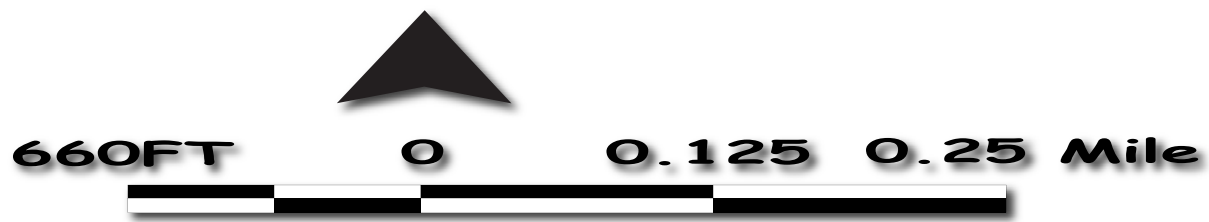
\_\_\_\_\_  
Amy K. Kirkland, City Clerk

# City Of Owosso 2012 Master Plan Map 8: Westtown



## Attributes

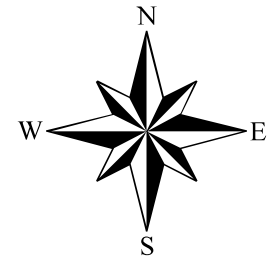
- Corridor Improvement Authority
- Potential Trail Loop



July 24, 2012

# City of Owosso

October 15, 2012



## Westtown Parcels





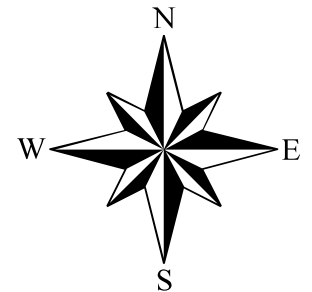
# City of Owosso

## Westtown Rezoning

September 20, 2012



0 60 120 240 360 480  
Feet



November 5, 2012



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

---

# ***MEMORANDUM***

---

DATE: November 5, 2012

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Request for Approval of 2012 Tree and Stump Removal Bid

---

The 2012 Tree and Stump Removal Bid is divided into two sections, one section is for tree removal and one is for stump removal of diseased and/or dead trees on city properties. Carlton Tree Service of Owosso is the low bidder for the tree removal portion of the bid.

I recommend Council accept the low bid of Carlton Tree Service for the unit costs specified as follows:

Removal of 8" & smaller trees:	\$100.00
Removal of 18" to 24" trees:	\$375.00
Removal of 24" & larger trees:	\$500.00

The estimated amount of this project based upon existing tree counts is \$69,575.00. This project is funded through the 2012/2013 Major and Local Streets Tree Trimming Fund.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
THE 2012 TREE AND STUMP REMOVAL PROJECT  
WITH CARLTON TREE SERVICE, OWOSSO, MICHIGAN**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the removal of approximately 200 dead and/or diseased city trees and stumps is necessary and in the best interest of the public; and

WHEREAS, the city of Owosso sought bids for the removal of these trees and stumps; a low bid was received from Carlton Tree Service for the tree removal portion of the project; and it is hereby determined that Carlton Tree Service is qualified to provide such services and that it has submitted the lowest responsible and responsive bid;

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Carlton Tree Service for the removal of dead and/or diseased city trees as part of the 2012 Tree and Stump Removal Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Carlton Tree Service with an estimated total cost of \$69,575.00, with final costs to be determined based upon the following units costs:
- |                                |          |
|--------------------------------|----------|
| Removal of 8" & smaller trees: | \$100.00 |
| Removal of 18" to 24" trees:   | \$375.00 |
| Removal of 24" & larger trees: | \$500.00 |
- THIRD: The accounts payable department is authorized to submit payment to Carlton Tree Service for services rendered upon satisfactory completion of the work in accordance with their proposal dated October 16, 2012 and subsequent service required and/or cost-effective work as approved by the City Director of Public Services for this project as authorized by Council this 5<sup>th</sup> day of November, 2012.
- FOURTH: The above expenses shall be paid from the Major and Local Street Tree Trimming Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 5<sup>TH</sup> DAY OF NOVEMBER, 2012.

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

CITY OF OWOSSO

ATTEST:

\_\_\_\_\_  
Benjamin R. Frederick, Mayor

\_\_\_\_\_  
Amy K. Kirkland, City Clerk





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

---

# ***MEMORANDUM***

---

DATE: November 5, 2012

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Works

RE: Request for Approval of 2012 Tree and Stump Removal Bid

---

The 2012 Tree and Stump Removal Bid is divided into two sections, one section is for tree removal and one is for stump removal of diseased and/or dead trees on city properties. Wonsey Tree Service of Alma is the low bidder for the stump removal portion of the bid.

I recommend Council accept the low bid of Wonsey Tree Service for the unit costs specified as follows:

Removal of 8" & smaller tree stumps:	\$75.00
Removal of 18" to 24" tree stumps:	\$85.00
Removal of 24" & larger tree stumps:	\$100.00

The estimated amount of this project based upon existing tree counts is \$17,700.00. Any approval must be contingent upon receipt of insurance documentation. This project is funded through the 2012/2013 Major and Local Streets Tree Trimming Fund.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
THE 2012 TREE AND STUMP REMOVAL PROJECT  
WITH WONSEY TREE SERVICE, ALMA, MICHIGAN**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the removal of approximately 200 city trees and stumps is necessary and in the best interest of the public; and

WHEREAS, the city of Owosso sought bids for the removal of these city trees and stumps; a low bid was received from Wonsey Tree Service for the stump removal portion of the project; and it is hereby determined that Wonsey Tree Service is qualified to provide such services and that it has submitted the lowest responsible and responsive bid;

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Wonsey Tree Service for the removal of city tree stumps as part of the 2012 Tree and Stump Removal Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and WonseyTree Service with estimated cost of \$17,700.00, with final costs to be determined based upon the following units costs:
- |                                      |          |
|--------------------------------------|----------|
| Removal of 8" & smaller tree stumps: | \$75.00  |
| Removal of 18" to 24" tree stumps:   | \$85.00  |
| Removal of 24" & larger tree stumps: | \$100.00 |
- THIRD: The accounts payable department is authorized to submit payment to Wonsey Tree Service services rendered upon satisfactory completion of the work in accordance with their proposal dated October 16, 2012 and subsequent service required and/or cost-effective work as approved by the City Director of Public Services for this project as authorized by Council this 5<sup>th</sup> day of November, 2012.
- FOURTH: The above expenses shall be paid from the Major and Local Street Tree Trimming Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 5<sup>TH</sup> DAY OF NOVEMBER, 2012.

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

CITY OF OWOSSO

ATTEST:

\_\_\_\_\_  
Benjamin R. Frederick, Mayor

\_\_\_\_\_  
Amy K. Kirkland, City Clerk

## CITY OF OWOSSO BID TABULATION SHEET

DATE 10/16/2012DEPT. DPW

Page 1 of 2

SUBJECT: 2012 Tree & Stump Removal Bid

				Asplundh Tree Expert Co. Willow Grove, PA		Carlton Tree Service Owosso, MI		Procare Tree Service Byron Center, MI	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	<b>TREE REMOVAL</b>								
1	Removal 18" & smaller trees	57	EA	\$ 250.00	\$ 14,250.00	\$ 100.00	\$ 5,700.00	\$ 115.00	\$ 6,555.00
2	Removal 18" to 24" trees	65	EA	\$ 350.00	\$ 22,750.00	\$ 375.00	\$ 24,375.00	\$ 399.00	\$ 25,935.00
3	Removal 24" & larger trees	79	EA	\$ 900.00	\$ 71,100.00	\$ 500.00	\$ 39,500.00	\$ 712.00	\$ 56,248.00
	<b>SUBTOTAL PART 1</b>				\$ 108,100.00		\$ 69,575.00		\$ 88,738.00
	<b>STUMP REMOVAL</b>								
1	Removal 18" & smaller tree stumps	57	EA	\$ 75.00	\$ 4,275.00	\$ 100.00	\$ 5,700.00	\$ 45.00	\$ 2,565.00
2	Removal 18" to 24" tree stumps	65	EA	\$ 95.00	\$ 6,175.00	\$ 125.00	\$ 8,125.00	\$ 85.00	\$ 5,525.00
3	Removal 24" & larger tree stumps	79	EA	\$ 150.00	\$ 11,850.00	\$ 150.00	\$ 11,850.00	\$ 139.00	\$ 10,981.00
	<b>SUBTOTAL PART 2</b>				\$ 22,300.00		\$ 25,675.00		\$ 19,071.00
	*Total Bid of \$54,100 submitted on Part 1-Tree Removal does not add up with unit prices submitted								
	*LOCAL PREFERENCE DOES NOT AFFECT BID OUTCOME								
<b>TOTAL BID</b>					\$ 130,400.00		\$ 95,250.00		\$ 107,809.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.  
HEAD:GENERAL LIABILITY INSURANCE  
EXPIRATION DATE:Carlton: 3-27-13  
Worze: 11-1-12

AWARDED: \_\_\_\_\_

PURCH.  
AGENT:WORKERS COMPENSATION INSURANCE  
EXPIRATION DATE:Carlton: 3-27-13  
Worze: 11-1-12COUNCIL  
APPROVED: \_\_\_\_\_

STAFF

Carlton - Tree Removal

REC.: \* Worze - Stump Removal

SOLE PROPRIETORSHIP  
EXPIRATION DATE: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_

\* Upon receipt of inv. docs.  
November 5, 2012

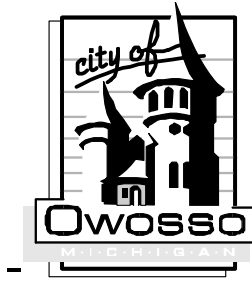
## CITY OF OWOSSO BID TABULATION SHEET

DATE 10/16/2012DEPT. DPWSUBJECT: 2012 Tree & Stump Removal Bid

Page 2 of 2

				Wonsey Tree Service Alma, MI		Davey Tree Expert Co. Kent, OH		Wright Tree Service Inc. DesMoines, IA	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	<b>TREE REMOVAL</b>								
1	Removal 18" & smaller trees	57	EA	\$ 200.00	\$ 11,400.00		NO BID		NO BID
2	Removal 18" to 24" trees	65	EA	\$ 440.00	\$ 28,600.00		NO BID		NO BID
3	Removal 24" & larger trees	79	EA	\$ 1,200.00	\$ 94,800.00		NO BID		NO BID
	<b>SUBTOTAL PARK 1</b>				\$ 134,800.00				
	<b>STUMP REMOVAL</b>								
1	Removal 18" & smaller tree stumps	57	EA	\$ 75.00	\$ 4,275.00		NO BID		NO BID
2	Removal 18" to 24" tree stumps	65	EA	\$ 85.00	\$ 5,525.00		NO BID		NO BID
3	Removal 24" & larger tree stumps	79	EA	\$ 100.00	\$ 7,900.00		NO BID		NO BID
	<b>SUBTOTAL PART 2</b>				\$ 17,700.00				
<b>TOTAL BID</b>				\$ 152,500.00					

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:



## WARRANT 451 October 30, 2012

Vendor	Description	Fund	Amount
Reeves Wheel Alignment Inc	Vehicle maintenance/repairs - October 2012	General/Fleet Maintenance	\$ 6,822.94
Key Government Finance Inc	Annual phone system payment - 1 <sup>st</sup> installment	General	\$26,256.84
Michigan Municipal Risk Management Authority	Building and Property Insurance- 2nd Installment - July 1, 2012 – June 30, 2013	General	\$62,506.00
ERES International Inc	Pavement Condition Survey- Payment for Professional Services – October 5, 2012 – October 15, 2012	Street Improvement Bond Fund	\$ 6,750.00
<b>Total</b>			<b>\$102,335.78</b>

CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 09/01/2012 - 09/30/2012

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
09/07/2012	1	119245	123.NET	IT-AUGUST 2012 SERVICE	\$ 32.00
09/07/2012	1	119246	ALS LABORATORY GROUP	WWTP-WASTEWATER ANALYSES	\$ 898.50
09/07/2012	1	119247	AMERICAN SOCIETY FOR PUBLIC ADMIN	ADAM ZETTEL-MEMBERSHIP	\$ 100.00
09/07/2012	1	119248	BILLS, ARTHUR M	UB refund for account: 2490990001	\$ 100.67
09/07/2012	1	119249	C D W GOVERNMENT, INC.	CLERK-PRINTER/TONER	\$ 186.02
09/07/2012	1	119250	CITY OF CORUNNA	AUGUST 2012-ADMINISTRATIVE SERVICES	\$ 1,736.70
09/07/2012	1	119251	CONSUMERS ENERGY	AUGUST 2012-501 OAKWOOD AVE	\$ 44,870.56
09/07/2012	1	119252	CRAIG, JUDY ELAINE	COURIER SERVICE	\$ 207.00
09/07/2012	1	119253	D & G EQUIPMENT INC	FLEET-HEDGE TRIMMER	\$ 412.31
09/07/2012	1	119254	DALTON ELEVATOR	OFD-AUG 2012-CYLINDER RENTAL	\$ 368.21
09/07/2012	1	119255	DASEN, THEODORE	TAX OVERPAYMENT	\$ 108.97
09/07/2012	1	119256	DAYS, REGINA	UB refund for account: 2203890003	\$ 37.07
09/07/2012	1	119257	CHERRY, ERIC E	OPD-PHONE ACCESSORIES	\$ 49.80
09/07/2012	1	119258	ESPIE, SCOTT ROBERT	OPD-WITNESS FEE	\$ 10.24
09/07/2012	1	119259	FEDEX	WWTP-LAB SHIPPING-7/17/12	\$ 12.61
09/07/2012	1	119260	FRONTIER	AUGUST 2012-TROUBLESHOOTING LINE	\$ 851.83
09/07/2012	1	119261	GA HUNT	409 W WILLIAMS-REC#257354	\$ 50.00
09/07/2012	1	119262	H K ALLEN PAPER CO	DPW-SUPPLIES	\$ 56.50
09/07/2012	1	119263	HABERMEHL, KARRIE	UB refund for account: 2933340005	\$ 38.27
09/07/2012	1	119264	HACH COMPANY	WWTP-LAB SUPPLIES	\$ 151.82
09/07/2012	1	119265	HANKERD SPORTSWEAR	OFD-T-SHIRTS-27 PER ANNUAL CONTRACT	\$ 274.00
09/07/2012	1	119266	HATRICK, GERALD	UB refund for account: 1291000004	\$ 36.07
09/07/2012	1	119267	HAWLEY, ALONZO KERBY	OPD-WITNESS FEE	\$ 10.24
09/07/2012	1	119268	HOME DEPOT CREDIT SERVICES	DPW-CIRCULAR SAW/BLADES	\$ 168.97
09/07/2012	1	119269	IDEXX DISTRIBUTION CORPORATION	WTP-COLILERT WP 200	\$ 848.97
09/07/2012	1	119270	INDEPENDENT STATIONERS	HOUSING-ENVELOPES	\$ 212.53
09/07/2012	1	119271	INDUSTRIAL SUPPLY OF OWOSSO INC	FLEET-PARTS	\$ 372.00
09/07/2012	1	119272	LUFT, JEFFREY L	REIMBURSEMENT	\$ 60.00
09/07/2012	1	119273	LLOYD MILLER & SONS, INC	FLEET-PARTS FOR #521	\$ 550.57
09/07/2012	1	119274	MEMORIAL HEALTHCARE CENTER	OPD-BLOOD DRAW FEE-ADAM HUFF	\$ 16.00
09/07/2012	1	119275	MICHIGAN ASSESSORS ASSOCIATION	HOW TO CRITIQUE AN APPRAISAL-LARRY COOK	\$ 50.00
09/07/2012	1	119276	MICHIGAN RURAL WATER ASSOCIATION	WTP-DAVE BUTCHER	\$ 215.00
09/07/2012	1	119277	MICHIGAN TASER DISTRIBUTING	OPD-HOLSTERS (9)	\$ 547.05
09/07/2012	1	119278	NORTH AMERICAN OVERHEAD DOOR INC	OFD-DOOR REPAIR	\$ 105.99
09/07/2012	1	119279	OFFICE DEPOT	PUBLIC SAFETY-PAPER	\$ 209.00
09/07/2012	1	119280	OFFICE SOURCE	OPD/BUILDING-BUSINESS CARDS/FRAME	\$ 103.22
09/07/2012	1	119281	OWOSSO READY MIX COMPANY	PARKS-CONCRETE FOR BENTLEY PARK	\$ 40.00
09/07/2012	1	119282	PETTY CASH - FILTRATION	WTP-PETTY CASH	\$ 174.66
09/07/2012	1	119283	POLYDYNE INC	WWTP-AF 4500 POLYMER-INDIVIDUAL	\$ 1,878.80
09/07/2012	1	119284	Q2A ASSOCIATES LLC	FINANCE DIRECTOR SERVICES 8/5/12-8/18/12	\$ 2,310.00
09/07/2012	1	119285	R & C USED CARS	UB refund for account: 1610500002	\$ 90.07
09/07/2012	1	119286	REEVES WHEEL ALIGNMENT, INC.	OFD-MEDIC 1-PUMP	\$ 3,306.99
09/07/2012	1	119287	REPUBLIC SERVICES #237	REFUSE SERVICE-SEPTEMBER 2012	\$ 412.35
09/07/2012	1	119288	ROWE PROFESSIONAL SERVICES CO	2012 BRIDGE INSPECTIONS	\$ 753.75

09/07/2012	1	119289	S L C METER SERVICE, INC.	WATER-INVENTORY ITEMS	\$ 1,048.61
09/07/2012	1	119290	SABIN, PENNEY	UB refund for account: 2945490002	\$ 14.47
09/07/2012	1	119291	DUFFIELD, SANDY W	WWTP-REIMBURSEMENT-CLASS	\$ 46.85
09/07/2012	1	119292	SEIFERT CONCRETE	2012 SIDEWALK REPLACEMENT PROGRAM	\$ 13,920.70
09/07/2012	1	119293	SHIAWASSEE COUNTY CLERK	CLERK-ELECTION PROGRAMMING/ADS/ETC	\$ 3,194.70
09/07/2012	1	119294	SHIAWASSEE VALLEY PERSONNEL ASSOCIA	JESSICA UNANGST	\$ 50.00
09/07/2012	1	119295	SMITH, HEATH	UB refund for account: 1312000003	\$ 35.28
09/07/2012	1	119296	SMITH JANITORIAL SUPPLY	WWTP-TP/RAGS	\$ 747.97
09/07/2012	1	119297	SNYDER POURED WALLS	PARKS-CONCESSION STAND SIDEWALK	\$ 700.00
09/07/2012	1	119298	SNYDER, SARAH	UB refund for account: 2966860012	\$ 31.10
09/07/2012	1	119299	SPARTAN STORES LLC	WWTP-SUPPLIES	\$ 7.68
09/07/2012	1	119300	ST JOHNS ANSWERING SERVICE INC	SEPTEMBER 2012-ANSEWERING SERVICE	\$ 65.00
09/07/2012	1	119301	STATE OF MICHIGAN	TRAFFIC SIGNAL ENERGY-4/1/11-9/30/11	\$ 1,329.15
09/07/2012	1	119302	STECHSCHULTE GAS & OIL, INC.	FLEET-GUARDOL	\$ 6,858.38
09/07/2012	1	119303	SUNBURST GARDENS, INC.	2012 TALL GRASS MOWING	\$ 160.00
09/07/2012	1	119304	SUNGARD PUBLIC SECTOR INC	OFD-TRAINING ERIC CHERRY	\$ 1,000.00
09/07/2012	1	119305	SUNNYSIDE FLORIST	EMPLOYEE FUNDS-FUNERAL PLANT-SETTLEMYRE	\$ 40.00
09/07/2012	1	119306	SUTTON, TAMARA	UB refund for account: 3736070007	\$ 10.10
09/07/2012	1	119307	TERRYS TIRE SERVICE	WWTP-TIRE REPAIR	\$ 55.00
09/07/2012	1	119308	THE ARGUS PRESS	AUGUST 2012-LEGAL NOTICES	\$ 491.35
09/07/2012	1	119309	TONY SCHMIDT REALTY	UB refund for account: 1064500003	\$ 48.69
09/07/2012	1	119310	VALLEY LUMBER	PLAYSCAPE MATERIALS	\$ 333.91
09/07/2012	1	119311	WEST SHORE FIRE, INC.	OFD-REPAIRS	\$ 348.89
09/07/2012	1	119312	WILSON, B V	UB refund for account: 1167000001	\$ 76.67
09/07/2012	1	119313	WIN'S ELECTRICAL SUPPLY	WTP-SUPPLIES	\$ 206.26
09/07/2012	1	119314	XEROX CORPORATION	AUGUST 2012-COLOR COPIER	\$ 1,233.66
09/10/2012	1	119315	CONSUMERS ENERGY	AUG 2012-1233 E OLIVER ST	\$ 142.34
09/10/2012	1	119316	LEGALSHIELD	PAYROLL DED-LEGAL SERVICES	\$ 25.90
09/10/2012	1	119317	METLIFE	PAYROLL DED-MET LIFE PAYMENT	\$ 26.84
09/10/2012	1	119318	MISDU	PAYROLL DED-HART/KLEEMAN/KENNEDY/BREWBK	\$ 1,001.73
09/10/2012	1	119319	NEXTEL COMMUNICATIONS	AUGUST 2012-CELL PHONE SERVICE/EQUIPMENT	\$ 1,269.36
09/10/2012	1	119320	POLICE OFFICERS LABOR COUNCIL	PAYROLL DED-UNION DUES	\$ 837.00
09/10/2012	1	119321	RESERVE ACCOUNT	ACCT #45513090 METER #4628569	\$ 3,000.00
09/10/2012	1	119322	SWIM LLC	UTILITIES DIRECTOR SERVICES 8/19-9/1/12	\$ 1,134.00
09/10/2012	1	119323	WASTE MANAGEMENT OF MICHIGAN	DISPOSAL CHARGES-8/16/12-8/31/12	\$ 3,355.59
09/20/2012	1	119324	ACCUMED BILLING INC	AMBULANCE BILLING SERVICES & STATE REPOR	\$ 4,626.86
09/20/2012	1	119325	AFLAC	PAYROLL DED-AFLAC PREMIUM	\$ 974.06
09/20/2012	1	119326	KIRKLAND, AMY K	CLERK-LUNCH	\$ 22.11
09/20/2012	1	119327	ANDAX INDUSTRIES	OPD-FLASHLIGHT HOLDER (2)	\$ 36.03
09/20/2012	1	119328	ANN ARBOR CREDIT BUREAU	BAD DEBT COLLECTION FEES	\$ 188.68
09/20/2012	1	119329	ARGUS-HAZCO	WWTP-SUPPLIES	\$ 146.40
09/20/2012	1	119330	ASSOCIATION OF PUBLIC TREASURERS	MEMBERSHIP-RON TOBEY-10/1/12-9/30/13	\$ 185.00
09/20/2012	1	119331	B & D ELEVATOR SERVICES INC	ELEVATOR QUARTERLY MAINTENANCE-9/11/12	\$ 220.00
09/20/2012	1	119332	BOWLES, MICHELLE	050-651-038-013-00	\$ 1,022.18
09/20/2012	1	119333	BROWN & STEWART P C	OPD-PROFESSIONAL SERVICES	\$ 9,632.94
09/20/2012	1	119334	C E & A PROFESSIONAL SERVICES INC	RANDOM DOT DRUG TESTING	\$ 298.30
09/20/2012	1	119335	CENTRAL MICHIGAN DIESEL, INC.	OFD-REPAIRS TO ENGINE 1-BROKEN SPRINGS	\$ 4,329.60
09/20/2012	1	119336	CENTRAL MICHIGAN INDUSTRIES	BD BOND REFUND-RECEIPT #261557	\$ 50.00
09/20/2012	1	119337	CERVENY JEWELERS	COUNCIL-ENGRAVING-MISS AMERICA KEY TO CI	\$ 17.50
09/20/2012	1	119338	CONSUMERS ENERGY	AUG 2012-527 OAKWOOD AVE	\$ 11,321.17

09/20/2012	1	119339	VOID		\$	-	V
09/20/2012	1	119340	D & D TRUCK & TRAILER PARTS	OFD-PARTS	\$	1,323.92	
09/20/2012	1	119341	DAVE COLLARD MASONRY & CONCRETE, IN	STREETS-CAMPBELL STREET PROJECT	\$	2,046.10	
09/20/2012	1	119342	DAYSTARR COMMUNICATIONS	DSL CONNECTION FEES-OCTOBER 2012	\$	416.00	
09/20/2012	1	119343	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE PREMIUM	\$	4,414.47	
09/20/2012	1	119344	STANHOPE, DOUGLAS B	REIMBURSEMENT	\$	100.00	
09/20/2012	1	119345	DUNHAMS SPORTING GOODS	EMP FUND-JEFF HETFIELD RETIREMENT GIFT	\$	75.00	
09/20/2012	1	119346	EMPLOYEE BENEFIT CONCEPTS INC	HR-SEPT 2012 ADMIN FEE	\$	100.00	
09/20/2012	1	119347	ENVIRONMENTAL RESOURCE ASSOCIATES	WTP-TESTING SUPPLIES	\$	276.24	
09/20/2012	1	119348	ERES INTERNATIONAL INC	PAVEMENT CONDITION SURVEY & PAVEMENT MAN	\$	15,379.56	
09/20/2012	1	119349	ETNA SUPPLY COMPANY	WATER INVENTORY ITEMS	\$	2,844.50	
09/20/2012	1	119350	FRONTIER	TRAFFIC SIGNALS 3 OF 12	\$	96.42	
09/20/2012	1	119351	FROST, NEIL	SEWER CLEANING EXPENSES	\$	655.00	
09/20/2012	1	119352	FUOSS GRAVEL CO.	CLASS II SAND\306.81 TONS	\$	2,912.68	
09/20/2012	1	119353	PALMER, GARY L	ELECTRICAL INSPECTION SERVICES	\$	500.00	
09/20/2012	1	119354	GEO CORP INC	WTP-CHARTS	\$	147.00	
09/20/2012	1	119355	GILBERT'S TRUE VALUE HARDWARE	BALLFIELDS-PAINT/SUPPLIES-SOCCER FIELD	\$	394.39	
09/20/2012	1	119356	GLOBAL ENVIRONMENTAL CONSULTING LLC	WWTP-TESTING AUG 14-21, 2012	\$	400.00	
09/20/2012	1	119357	GRAINGER, INC.	WWTP-INDICATOR	\$	104.90	
09/20/2012	1	119358	GRAYMONT CAPITAL INC	WTP-QUICKLIME-47.01/TONS	\$	6,393.36	
09/20/2012	1	119359	HACH COMPANY	WWTP-SUPPLIES	\$	908.95	
09/20/2012	1	119360	BROOKS INNOVATIVE GRAPHICS	DPW-TIME CARDS/5000	\$	325.00	
09/20/2012	1	119361	INDEPENDENT STATIONERS	OFFICE SUPPLIES	\$	64.94	
09/20/2012	1	119362	KEMIRA WATER SOLUTIONS INC	WWTP-FERRIC CHLORIDE	\$	2,966.66	
09/20/2012	1	119363	KONDEL, RYAN F	BD BOND REFUND-RECEIPT-#257350	\$	50.00	
09/20/2012	1	119364	LANSING COMMUNITY COLLEGE	OFD-EMT SPECIALIST BRIDGE COURSE	\$	-	V
09/20/2012	1	119365	LTM AUTO TRUCK AND TRAILER INC	OFD-LIGHTS FOR E-1	\$	777.00	
09/20/2012	1	119366	LUDINGTON ELECTRIC, INC.	DPW-PHOTO EYE ALONG RIVER	\$	256.40	
09/20/2012	1	119367	WEST II, MERLE E	PLUMBING/MECHANICAL INSPECTION SERVICES	\$	600.00	
09/20/2012	1	119368	MCCLOSKEY, MICHAEL	REIMBURSEMENT	\$	85.00	
09/20/2012	1	119369	MICHIGAN CO INC	FLEET-RAGS	\$	288.91	
09/20/2012	1	119370	MICHIGAN METER TECHNOLOGY GROUP INC	5/8 X 5/8 METERS-INSIDE SET-SEPTEMBER 20	\$	9,567.00	
09/20/2012	1	119371	MICHIGAN MUNICIPAL LEAGUE	MEMBERSHIP-10/1/12-9/30/13	\$	5,520.00	
09/20/2012	1	119372	MICHIGAN RURAL WATER ASSOCIATION	TRAINING-BUSH/GROLL/WATKINS	\$	345.00	
09/20/2012	1	119373	MICHIGAN WATER ENVIRONMENT ASSOCIAT	WWTP-HEALTH/SAFETY SEMINAR-GUYSKY	\$	115.00	
09/20/2012	1	119374	MILLER CANFIELD PADDOCK & STONE PLC	PROFESSIONAL SERVICES-WATER BOND	\$	19,000.00	
09/20/2012	1	119375	MISDU	PAYROLL DED-HART/KLEEMAN/KENNEDY/BREWBAK	\$	1,001.73	
09/20/2012	1	119376	NORTHERN LAKE SERVICE, INC.	WWTP-MERCURY ANALYSES	\$	258.00	
09/20/2012	1	119377	OFFICE DEPOT	OFFICE SUPPLIES	\$	204.50	
09/20/2012	1	119378	OUTDOORS PLUS, INC.	PERFORMANCE DEPOSIT REFUND #230095	\$	50.00	
09/20/2012	1	119379	PRINTING SYSTEMS, INC.	CLERK-ELECTION SUPPLIES	\$	801.72	
09/20/2012	1	119380	Q2A ASSOCIATES LLC	FINANCE DIRECTOR SERVICES-8/19/12-9/1/12	\$	2,016.00	
09/20/2012	1	119381	ROSENBAUER AERIALS LLC	OFD-LIGHT BULBS FOR TOWER 1	\$	72.34	
09/20/2012	1	119382	RUTHY'S LAUNDRY CENTER	AUGUST 2012-POLICE DEPARTMENT DRY CLEANI	\$	419.51	
09/20/2012	1	119383	S & K FARM & YARD	WTP-PTO SWITCH	\$	24.30	
09/20/2012	1	119384	SAGINAW VALLEY CHAPTER INT'L CODE C	BUILDING-CLASS-CHARLES RAU	\$	40.00	
09/20/2012	1	119385	SEIFERT CONCRETE	2012 SIDEWALK REPLACEMENT PROGRAM	\$	5,989.85	
09/20/2012	1	119386	SHIAWASSEE COUNTY CLERK	CLERK-CARD PRINTING & POSTAGE	\$	3,159.50	
09/20/2012	1	119387	SHIAWASSEE FAMILY YMCA	PAYROLL DED-MEMBERSHIPS	\$	199.75	
09/20/2012	1	119388	SHIAWASSEE UNITED WAY	PAYROLL DED-EMPLOYEE CONTRIBUTIONS	\$	60.00	



09/20/2012	1	119389	SIGNATURE FORD-LINCOLN-MERCURY-JEEP	FLEET-PARTS FOR #310	\$ 60.26
09/20/2012	1	119390	SLINGERLAND CHRYSLER DODGE INC	FLEET-PARTS FOR #312	\$ 156.68
09/20/2012	1	119391	SLOAN'S SEPTIC TANK SERVICE AND POR	AUGUST 2012 RENTAL UNITS	\$ 470.00
09/20/2012	1	119392	SNAP ON TOOLS	FLEET-PUNCH/CHISEL SET/KIT	\$ 199.95
09/20/2012	1	119393	SOCIETY FOR HUMAN RESOURCE MANAGEMEN	HR-MEMBERSHIP-JESSICA UNANGST	\$ 180.00
09/20/2012	1	119394	SOUTHSIDE CAR WASH	OPD-AUGUST 2012 CAR WASHES	\$ 20.50
09/20/2012	1	119395	SPRINT OF OWOSSO	OPD-CLIP/EXTRA BATTERY	\$ 49.98
09/20/2012	1	119396	STATE OF MICHIGAN	ANNUAL ELEVATOR INSPECTION/CERTIFICATE	\$ 185.00
09/20/2012	1	119397	STATE OF MICHIGAN	WITHHOLDING TAX	\$ 14,351.92
09/20/2012	1	119398	STATE OF MICHIGAN-MDNRE	WTP-TESTING	\$ 175.00
09/20/2012	1	119399	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 9/15/12	\$ 5,012.37
09/20/2012	1	119400	STEPHEN CHAPKO II	REIMBURSEMENT	\$ 20.00
09/20/2012	1	119401	SUNBURST GARDENS, INC.	2012 TALL GRASS MOWING	\$ 1,250.00
09/20/2012	1	119402	SWIM LLC	DIRECTOR SERVICES-9/2/12-9/15/12	\$ 1,008.00
09/20/2012	1	119403	TALBOT, TAMMY	REIMBURSEMENT	\$ 500.00
09/20/2012	1	119404	TERRYS TIRE SERVICE	FLEET-TIRES FOR BACKHOE #347	\$ 235.00
09/20/2012	1	119405	THE BANK OF NEW YORK MELLON N.A.	2009 LTGO BONDS PAYMENT	\$ 20,657.50
09/20/2012	1	119406	THE SHERWIN-WILLIAMS CO.	FLEET-HOSE	\$ 1,661.46
09/20/2012	1	119407	BROWN, THOMAS LEE	REIMBURSEMENT	\$ 14.00
09/20/2012	1	119408	HILL, TIMOTHY E	REIMBURSEMENT	\$ 30.00
09/20/2012	1	119409	VERMED INC	OFD-AMBULANCE MEDICAL SUPPLIES	\$ 511.68
09/20/2012	1	119410	WASTE MANAGEMENT OF MICHIGAN	DISPOSAL CHARGES-9/1/12-9/15/12	\$ 2,774.48
09/20/2012	1	119411	WATER ENVIRONMENT FEDERATION	WWTP-JOHN BLOOMFIELD MEMBERSHIP	\$ 210.00
09/20/2012	1	119412	WEST SHORE FIRE, INC.	OFD-ANNUAL SERVICE/SIRENS-DOS 8/22/12	\$ 1,540.00
09/20/2012	1	119413	YORK REPAIR INC	WWTP-30 HP ELECTRIC MOTOR FOR LOW PRESS	\$ 1,350.00
09/28/2012	1	119414	CURRY, AMBER M	OPD-MEAL FOR OUT OF TOWN TRAINING	\$ 24.29
09/28/2012	1	119415	C D W GOVERNMENT, INC.	PUBLIC SAFETY-SCANNER	\$ 2,731.60
09/28/2012	1	119416	CHEMICAL BANK WEALTH MANAGEMENT	2010 GO BOND P & I PAYMENT	\$ 39,066.25
09/28/2012	1	119417	CHERRY, ERIC E	OPD-FLIGHT/VEHICLE/HOTEL	\$ 1,042.16
09/28/2012	1	119418	CHERRY, ERIC E	OPD-ADVANCE FOR MEALS	\$ 150.00
09/28/2012	1	119419	FIRST DUE FIRE SUPPLY	OFD-HELMET SHIELDS (5)	\$ 209.35
09/28/2012	1	119420	FRONTIER	TELEPHONE SERVICE-989-729-6137-031688-5	\$ 1,126.95
09/28/2012	1	119421	HP	IT-HARD DRIVE FOR APPS 1 SERVER	\$ 291.42
09/28/2012	1	119422	HYDROTEX INC	WWTP-SUPPLIES	\$ 1,509.17
09/28/2012	1	119423	PETTIGREW, KEVIN M	OPD-MEAL FOR OUT OF TOWN TRAINING	\$ 14.18
09/28/2012	1	119424	OLSEY, MICHAEL	OPD-REIMBURSEMENT-PARTS	\$ 29.00
09/28/2012	1	119425	MICHIGAN ASSOCIATION OF PLANNING	PLANNING-REGISTRATION-MELVIN RENFROW	\$ 405.00
09/28/2012	1	119426	MICHIGAN POLICE EQUIPMENT CO.	OPD-AMMO	\$ 458.50
09/28/2012	1	119427	MUNICIPAL WEB SERVICES	IT-JULY 2012-WEB SITE HOSTING	\$ 390.00
09/28/2012	1	119428	NAPA AUTO PARTS	OFD-LAMP FOR E-1	\$ 80.32
09/28/2012	1	119429	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	\$ 78,305.64
09/28/2012	1	119430	SHIAWASSEE COUNTY-REGISTER OF DEEDS	HOUSING-401 E COMSTOCK & 110 E EXCHANGE	\$ 120.00
09/28/2012	1	119431	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$ 1,590.90
09/28/2012	1	119432	STATE OF MICHIGAN	ELECTIONS-2 LAPTOPS	\$ 1,368.76
09/28/2012	1	119433	U S BANK, N A	BOND PAYMENTS (3)	\$ 346,060.94
09/28/2012	1	119434	WEB ASCENDER	IT-WEBSITE RECONSTRUCTION	\$ 4,355.00
09/16/2012	1	54(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	OPD-CONTRIBUTIONS	<u>\$ 5,446.37</u>

1 TOTALS:

(2 Checks Voided)

Total of 189 Disbursements:

\$ 770,089.50

Bank 10 OWOSSO HISTORICAL FUND

09/13/2012	10	4359	CONSUMERS ENERGY	AUGUST 2012-515 N WASHINGTON ST	\$ 130.58
09/13/2012	10	4360	FRONTIER	515 N WASHINGTON ST APT 3	\$ 1.11
09/13/2012	10	4361	MILLENNIUM LAWN & SNOW SERVICE	AUGUST 2012-LAWN MOWING-GOULD HOUSE	\$ 140.00
09/13/2012	10	4362	SPEERS, MITCHELL	CURWOOD ARTIFACT	<u>\$ 20.00</u>

10 TOTALS:

Total of 4 Disbursements:

\$ 291.69

Bank 11 SEWER

09/06/2012	11	204	THE BANK OF NEW YORK MELLON N.A.	SEWER STATE REVOLVING FUNDS	<u>\$ 8,459.83</u>
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11 TOTALS:

Total of 1 Disbursements:

\$ 8,459.83

Bank 2 TRUST & AGENCY

09/13/2012	2	6174	DOWNTOWN DEVELOPMENT AUTHORITY	COLLECTIONS	\$ 16,905.25
09/13/2012	2	6175	SHIAWASSEE AREA TRANSPORTATION AGEN	COLLECTIONS	\$ 30,782.10
09/13/2012	2	6176	SHIAWASSEE COUNTY TREASURER	COLLECTIONS	\$1,414,279.80
09/13/2012	2	6177	SHIAWASSEE COUNTY TREASURER	TRAILER FEES-151 LOTS	\$ 377.50
09/13/2012	2	6178	STATE OF MICHIGAN	COLLECTIONS	\$ 3,541.05
09/20/2012	2	6179	OWOSSO PUBLIC SCHOOLS	DEL PP COLLECTIONS	\$ 533.85
09/20/2012	2	6180	SHIAWASSEE AREA TRANSPORTATION AGEN	COLLECTIONS	\$ 2,002.09
09/20/2012	2	6181	SHIAWASSEE AREA TRANSPORTATION AGEN	DEL PP COLLECTIONS	\$ 12.76
09/20/2012	2	6182	SHIAWASSEE COUNTY TREASURER	DEL PP COLLECTIONS	\$ 864.20
09/20/2012	2	6183	SHIAWASSEE COUNTY TREASURER	COLLECTIONS	\$ 86,946.19
09/20/2012	2	6184	SHIAWASSEE DISTRICT LIBRARY	DEL PP COLLECTIONS	\$ 79.96
09/20/2012	2	6185	SHIAWASSEE REGIONAL EDUCATION SERVI	DEL PP COLLECTIONS	<u>\$ 259.45</u>

2 TOTALS:

Total of 12 Disbursements:

\$1,556,584.20

REPORT TOTALS:

(2 Checks Voided)

Total of 206 Disbursements:

\$2,335,425.22



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# MEMORANDUM

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DATE: October 18, 2012

TO: City Council

FROM: Michael Compeau  
Director of Public Safety

RE: Parking Tickets

---

The City of Owosso has a parking violation bureau at the police department that allows those who accept responsibility for a parking violation to pay their fine. The violation bureau has been established under the city charter and ordinances.

For violators that do not respond to a parking ticket a late notice is sent to the violator. This method of collecting unpaid parking ticket fines has been fair at best. As it stands now there is no other means of collecting for these violations other than to send the late notice.

In 2005 a parking ticket module was installed to track the tickets. As of October 11, 2012 there are 7239 outstanding parking tickets with \$49,796.00 due in fines.

On May 16, 2012, a new Michigan Law went into effect that says three unpaid parking tickets can prevent the renewal of a driver's license and effective January 1, 2018 the number will increase to six unpaid parking tickets can prevent renewal of a driver's license.

City staff has worked with the city attorney and district court to establish a procedure to issue a district court citation to violators that have three or more unpaid parking tickets. If the violator does not respond, the court has agreed to notify the Secretary of State which will prevent those in violation from renewing their driver's license.

Before taking the above action, I propose that the city council allow for a 90 day grace period for those that have outstanding parking tickets to pay their fines at the City of Owosso violation bureau

and to waive any late fees. This will give violators an incentive to pay their tickets and avoid denial of their driver's license renewal.

Any person that has an outstanding parking ticket has already received a late notice by mail. If council should approve this, I propose that we use the media, the city's web site and Nixle to notify residents of the 90 day grace period to pay their overdue parking tickets.

**RESOLUTION \_\_\_\_\_**

**RESOLUTION AUTHORIZING A 90 DAY GRACE PERIOD TO PAY PARKING  
TICKETS AND WAIVE THE LATE FEE DURING THE GRACE PERIOD**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has police department requiring parking enforcement,

WHEREAS, the City of Owosso has a violation bureau at the police department that allows the payment of parking fines,

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

FIRST: The City of Owosso shall grant a 90 grace period beginning November 6, 2012 and ending February 3, 2013 to allow parking tickets to be paid and waving any late fee's.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 5th DAY OF November 2012.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CITY OF OWOSSO

ATTEST:

\_\_\_\_\_  
Benjamin R. Frederick, Mayor

\_\_\_\_\_  
Amy K. Kirkland, City Clerk



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

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# ***MEMORANDUM***

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DATE: 31 October 2012

TO: Owosso City Council

FROM: Rick Williams, Finance Director

SUBJECT: E-Payment Services Agreement  
Point and Pay, LLC, Subsidiary of North American Bancard

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The attached agreement and accompanying resolution authorize a change in service providers for electronic payments. The provider acts as a third party to process customer payments by credit card, debit card, or electronic check. Currently, the majority of our electronic payments occur through our web portal enabled through our B.S. & A. internet services application.

City Council approved an agreement with Official Payments, LLC in November 2009 for an initial two year term with one year renewals however it also provides for termination by either party for convenience with sixty days notice. We have been notified by Official Payments of intent to charge a \$1,000 annual fee because our transaction volume is too low. The original agreement does not provide for this type of fee and our inquiries have gone unanswered. In 2009 Official Payments LLC, was the only e-payment provider that our software vendor, B.S. & A., had validated for seamless integration. Point and Pay, LLC, a subsidiary of North American Bancard, have now achieved validation with B.S. & A.

Point and Pay convenience fees are comparable (see attached) and absorbed by the customer. There are a number of improved capabilities administratively and we will be able to offer counter service in addition to the web portal and over the phone interactive voice response. There is no start-up, recurring fees, equipment charges or minimum volumes. It is our goal after making the change to expand our electronic payment offering to all products and services.

**RESOLUTION NO. \_\_\_\_**

**AUTHORIZING AN AGREEMENT WITH  
POINT AND PAY, LLC, A SUBSIDIARY OF NORTH AMERICAN BANCARD  
TO PROVIDE ELECTRONIC PAYMENTS SERVICES**

WHEREAS, the City Council authorized an agreement with Official Payments Corporation, on November 16, 2009 to provide electronic payment services; and

WHEREAS, the agreement with Official Payments Corporation provides that either party can terminate the agreement for convenience with sixty day notice; and

WHEREAS, staff has advised Council that terminating the agreement with Official Payments Corporation and entering into an agreement with Point and Pay, LLC is in the best interests of the City;

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

- FIRST: the Mayor and City Clerk are authorized to sign the agreement with Point and Pay LLC, attached hereto and made part hereof.
- SECOND: the City Clerk is hereby authorized to give the requisite sixty day notice of termination in writing to Official Payments Corporation
- THIRD: the convenience fees for electronic payments by credit card, debit card, or electronic check, as detailed in the attached, are hereby authorized for Point and Pay, LLC to charge city customers for the service.

**POINT AND PAY  
E-PAYMENT SERVICES AGREEMENT**

**Parties:**

Point and Pay LLC ("PNP")  
A subsidiary of NAB, doing business in Delaware

City of Owosso, MI ("Client")

**Terms**

**SECTION 1 E-PAYMENT SERVICES**

**1.1 Access to Payment Modules**

**1.1.1** Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

**1.1.2** At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

**1.2 Client Representatives**

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

**1.3 Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

**1.4 Service Promotion**

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

**1.5 Trademark License**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

**1.6 Client Logo License**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.



## SECTION 2 COMPENSATION

### 2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

### 2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

### 2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application.

### 2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

## SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

### 3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

### 3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

### 3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

### **3.4 Confidential Information**

**3.4.1** Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

**3.4.2** For purposes of this Agreement, “**Confidential Information**” means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### **3.5 Exclusions**

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### **3.6 Failure to Comply**

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### **3.7 Survival**

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## **SECTION 4 WARRANTIES; DISCLAIMER**

### **4.1 Warranties**

**4.1.1** Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

**4.1.2** PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

### **4.2 Disclaimers**

**4.2.1** PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

**4.2.2** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND IS FOR COMMERCIAL USE ONLY.

## SECTION 5

### LIMITATIONS OF LIABILITY AND OBLIGATION

#### 5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

#### 5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

#### 5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

#### 5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

## SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

## SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

## SECTION 8

### TERM AND TERMINATION

#### 8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the first (1st) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

#### 8.2 In the Event of Breach; Effect on Affiliates

**8.2.1** Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

**8.2.2** Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

#### 8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10 FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11 GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Michigan without reference to its conflicts of law principles.

**SECTION 12 NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client:	See Merchant Application
If to PNP:	Point and Pay LLC 110 State Street E, Suite D Oldsmar, FL 34677 Fax: 863-248-1891

**SECTION 13 MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it is the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

---

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

**Point and Pay LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**City of Owosso, MI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **Exhibit A**

### **Services Description**

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

#### **Service Modules**

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

#### **Customer Payment Devices**

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

#### **Training**

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

#### **Support**

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

# Convenience Fee Pricing



solutions

No set up fees

No Maintenance fees

No Support Fees

Online Training included



## Card Readers

2 card readers for free per department.

Each additional card reader is \$50.00 each.

## Absorbed Pricing Available

## Property Tax Convenience fee

Credit/Debit 3%

## Non Tax flat convenience fee

*-options of \$3.00 per \$100 or \$1.50 per \$50.00  
-no cap on the amount paid*

\$1-\$50	\$1.50
\$51-\$100	\$3.00
\$101-\$200	\$6.00
\$201-\$300	\$9.00
\$301-\$400	\$12.00
\$401-\$500	\$15.00

## E-Checks

\$3.00 up to \$10,000

\$10.00 over \$10,000



Date: October 31, 2012  
To: City Council  
From: City Manager  
Re: Natural gas purchase agreement

Since the deregulation of the natural gas industry there is open competition for the purchase of natural gas. Before deregulation, natural gas users paid the local utility company, in Owosso's case Consumers Energy, to purchase natural gas from the producers, to transport it through the interstate pipelines to the city gate, and then deliver it directly to city facilities. Michigan cities have been working on a plan to bulk purchase natural gas from a Michigan-certified supplier which would result in a savings to the city. The Michigan Municipal League has been trying to put something together for a year and still hasn't gotten off the ground. Meanwhile, many communities have sought a seller and have agreed upon VolunteerEnergy, a strong company with a good record. Most Detroit area communities like Royal Oak began purchasing through VolunteerEnergy in 2007. This year some of those joining are Charlevoix, Durand, Ingham County, Newaygo County, and Petoskey.

As a certified supplier, VolunteerEnergy supplies the natural gas with delivery and billing is still provided through Consumers Energy. Consumers Energy handles all meter reading and billing.

Our analysis shows that based upon last November - August prices and consumption the savings would be approximately 30%. Some months the savings would have been 14.72% and other months 47.22%. This would be a savings of approximately \$10,000 for the year. Currently, natural gas prices are much lower so the savings might be less. Last year the winter was abnormally warm so if the current winter is colder the savings might be greater.

The VolunteerEnergy contract is open ended which would allow Owosso to cancel it at anytime and go to another supplier without any penalty.

**RESOLUTION NO.**

**AUTHORIZING A COMMERCIAL NATURAL GAS SUPPLY AGREEMENT  
WITH VOLUNTEER ENERGY SERVICES, INC.**

WHEREAS, the city of Owosso, Michigan “City” is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Owosso City Charter adopted April 6, 1964, as amended “Charter”; and

WHEREAS, Charter Section 14.1 (a) provides that the power to make and to authorize the making of contracts on behalf of the city is vested in the city council and shall be exercised according to the provisions of law;

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

- FIRST:                   The city of Owosso has hereto determined that obtaining natural gas from a supplier that will reduce the cost from that currently being paid is advisable, necessary and in the public interest.
- SECOND:               The city council approves a Commercial Natural Gas Supply Agreement with Volunteer Energy Services, Inc., attached as Exhibit A.
- THIRD:                 That the mayor and the city clerk are hereby instructed and authorized to sign the document attached as Exhibit A, on behalf of the city of Owosso and that the city manager is authorized to add and delete accounts as may from time to time be necessary.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS 5th DAY OF NOVEMBER 2012.

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk





EXHIBIT A

VolunteerEnergy

COMMERCIAL GAS CUSTOMER CHOICE CONTRACT - MICHIGAN  
Variable Rate/ No Termination Fee  
Terms and Conditions

These Terms & Conditions contain important information regarding your natural gas contract with Volunteer Energy Services, Inc. ("VE"). VE is an Ohio corporation licensed by Michigan Public Service Commission and operating under the guidelines set up by Michigan's various natural gas utilities. As a supply customer of VE, your signature on a contract binds you to the terms and conditions contained herein.

1. **Natural Gas Service** – VE shall supply 100% of the Customer's necessary natural gas supply needs. If the Customer requires assistance with matter regarding delivery of gas, meter reading, billing and other traditional utility functions, they will continue to contact their respective utility. In the event of an emergency or loss of service, the customer should contact their utility. The customer will continue to pay their bills to their gas utility.
2. **Term** – The term of this contract shall commence when accepted by VE and approved by the Customer's Gas Distribution Company (Utility) and shall continue on a month-by-month basis. Any changes in pricing or term will proceed by no fewer than 30 days advance notice.
3. **Pricing** – All natural gas supplied to the customer will be billed at a **monthly market rate** that will vary from month to month. Volunteers' supplies will be delivered on a cost per Ccf. Volunteer Energy's supplies will be delivered to your residence or facilities via your current utility's distribution lines. The **monthly market price** will be based upon the lowest market price Volunteer Energy can obtain for natural gas for the month.
4. **Billing & Payment** – The customer will receive a single bill from the utility, which must be paid according to the payment terms established by the utility.
5. **Cancellation/Termination** – The Customer may choose to cancel this Contract at any time without penalty. A Customer may change suppliers one time in any 12-month period at no cost to the Customer. A fee of \$10 will be required for each additional change of Supplier within the same 12-month period. The customer may cancel this Contract by written or verbal notice at any time.
6. **Office Locations and Hours** – Volunteer Energy Services office is located at 790 Windmill Drive, Pickerington, Ohio 43147 and is open from 08:00 AM to 05:00 PM EST, Monday through Friday. VE can be reached toll free at 800-977-VESI or at fax 614-856-3301. Telephone service hours are the same as office hours. VE can be reached online at <http://www.volunteerenergy.com> or via email at [sales@volunteerenergy.com](mailto:sales@volunteerenergy.com). The Customer can contact the Michigan Public Service Commission at 1-800-292-9555 or [www.michigan.gov/mpsc](http://www.michigan.gov/mpsc).
7. **Credit** – VE may verify the Customer's credit history with a credit-reporting agency upon the Customer's application for service with VE. Determination of credit worthiness will be made by generally accepted business practices.
8. **Notices** – Communications that are required or allowed under the terms of this contract will be considered officially delivered when given in person, emailed, faxed, or received two (2) business days after being mailed through the United States Postal Service to one of the addresses provided by either party herein.
9. **Force Majeure** – For the purpose of this contract, Force Majeure shall include VE's right to cancel this Contract if the State of Michigan, Michigan Public Service Commission or the applicable gas utility makes material changes to the gas choice programs.



**10. Miscellaneous** – The terms of this Contract extend to any successors or assignees of either party. Customer may not assign this contract without written consent by VE. This contract represents the entire Contract, and both the Customer and VE must approve any changes or amendments. This contract supersedes any prior Contract between the Customer and VE.

IN NO EVENT SHALL VE BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT. VE'S MAXIMUM AGGREGATE LIABILITY FOR ANY REASON OR CAUSE OF ACTION SHALL BE THE PRICE PAID BY THE CUSTOMER .

### Commercial Natural Gas Supply Contract Customers Acceptance Form

- ☐ Small Commercial (500 Mcf or below): I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to VE. I understand that gas purchased for this commercial account by VE will be delivered through my Local Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30-days after today to cancel this contract for any reason through written or verbal notification to VE.
- ☒ Large Commercial (Above 500 Mcf): I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this Contract, I am switching the gas Supplier for this commercial account to VE. I understand that gas purchased for this commercial account by VE will be delivered through my Local Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to VE.

I affirmatively agree to waive my 14 day right of cancellation provided to me on the contract. I agree to waive the right to cancel and direct VE to enter my enrollment without delay. cust. initial \_\_\_\_\_ date \_\_\_\_\_

**\*There is no termination fee for this contract.**

City of Owosso

Customer Name as it appears on utility bill \_\_\_\_\_

Date \_\_\_\_\_

Account Holder/Authorized Person Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Service Address : 301 W. Main Street

City Owosso

State MI

Zip 48867

Phone 989-725-0569

Fax 989-725-0526

E-Mail donald.crawford@ci.owosso.mi.us

*A Confirmation Letter will be sent via mail, fax, or email to you within 7 days from today.*

GAS UTILITY:

SEMCO (10 digits)

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Consumers Energy (13 digits) POD NUMBER ONLY

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See attached list of accounts

DTE (12 digits)

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Michigan Gas Utilities (8 digits)

--	--	--	--	--	--	--	--

Michigan Gas Utilities - Meter #

--	--	--	--	--	--	--	--

For Office Use Only

Rate: \_\_\_\_\_ Agent: Terry Dalton

VE Rep: \_\_\_\_\_ Broker ID: \_\_\_\_\_

Rev 0410

Date: November 1, 2012  
To: City Council  
From: City Manager  
Re: Firefighter memorial

This has been discussed previously. Everyone agreed that near the bridge on Water/ Washington streets would be a suitable location. Trust Thermal has been looking at a plan to purchase part of the property but the plan has been bogged down because of several issues--including a request for curb cuts to MDOT. This matter is likely to drag on for months. There is general agreement on setting aside an area for the memorial which would work with the Trust Thermal plan. In the meantime, the fire truck will soon be refurbished. The fund drive needs to be kicked off. Now seems to be the time to designate a location, which might later be moved a few feet one way or another. By putting up an announcement sign people will get more serious about donating.

**RESOLUTION NO.**

**AUTHORIZING ESTABLISHING SITE NEAR THE INTERSECTION OF  
WATER AND WASHINGTON STREETS FOR A FIREFIGHTER MEMORIAL**

WHEREAS, the city of Owosso, Michigan has decided to recognize firefighters through the restoration and display of a historic fire truck; and

WHEREAS, the historic fire truck is in the process of being restored and prepared for display; and

WHEREAS, in order to obtain funding for the display a general location needs to be finalized;

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

FIRST: The city of Owosso has hereto determined that a site on the west side of the Water and Washington Streets intersection near the Shiawassee River bridge is a suitable location for a firefighter memorial subject to site plan review by the planning commission prior to construction.

SECOND: The city council sets aside a tract of land measuring approximately 30 feet by 50 feet adjacent to the sidewalk for the construction of a display.

THIRD: The city council approves the erection of a temporary sign at this location to inform those passing by of the project and how to contribute.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS \_\_ DAY OF NOVEMBER 2012.

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk



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# ***MEMORANDUM***

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DATE: November 1, 2012

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: **CDBG loan for 122 N. Washington Street**

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The Community Development Block Grant revolving loan program has generated its first fundable project in many years. Before you is a request by James Civile to borrow \$48,957 from the fund to provide gap financing for the refurbishment of three residential units located above 122 N. Washington Street, better known as Owosso Eye Care.

This building's second and third floors are currently vacant. Mr. Civile desires to place three units in these spaces and has acquired \$105,000 of state grant funds to do so (thanks to our own Ms. Warran-Riley). Combined with owner equity cash contributions, the project still falls \$48,957 short of the contractor's low bid costs, as bid through the city. As such, Mr. Civile has petitioned the loan review committee, in accordance with the loan review guidelines, for funding.

The loan review committee met on October 11, 2012 and reviewed the case. Based upon project financials, the project outcomes, and the intent of the loan program, the committee made the following recommendation:

The loan committee, finding the application to meet or exceed the intent and criteria for a loan, recommends approval to the city council of a loan to James Civile, in the amount of \$48,957, for the refurbishment of three upper floor residential apartments at 122 N. Washington Street under the following conditions:

1. Review and approval by the city attorney and finance director
2. Collateral is to be assigned to the city for the full amount of the loan by listing the city as a first position holder of such collateral for 108 E. Exchange Street as well as a second position for 122 N. Washington Street
3. The terms of the loan shall include an interest rate that is to be fixed at 1% below prime, with an amortization period of 10 years with a five year, extendable balloon

There is a delay in providing all of the necessary documents as required. Because it was discovered that 108 E. Exchange Street is already encumbered in part by a commercial note, the petitioner has offered a better situated piece of real property as collateral security. This change, though acceptable by staff, required another round of title work that is in process as of November 1, 2012.

As of writing, the loan and mortgage instruments are being finalized by Chemical Bank. It is expected that these documents, being standardized in nature, shall be available for legal and financial review in the next day or two. Following that step, I hope to have copies issued to the city council before the meeting.

The reason that we are attempting to get this project moving so quickly is based upon a grant requirement by MSHDA that the work be substantially complete by December 31, 2012 in order for the project to be eligible for partial reimbursement by the state.

This program is budgeted in excess of the amount requested and conforms completely with the intent of the loan guidelines and the draft master plan. Pending approval by the city finance director and city legal counsel, staff recommends approval of this loan request and directs the mayor and clerk to execute and record the legal instruments necessary to that end.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF LOAN DOCUMENTS RELATED TO A  
CDBG REVOLVING LOAN FUND LOAN TO JAMES CIVILLE FOR THE  
REHABILITATION OF THREE RESIDENTIAL UNITS AT 122 N.  
WASHINGTON STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that occupation and reoccupation of residential units in the downtown serves an economic and public benefit to the community; and

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

WHEREAS, the loan review committee has recommended approval of this loan under specific conditions that the city council finds fulfilled.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to support upper floor residential rehabilitation in the downtown.
- SECOND: The mayor and city clerk are instructed and authorized to sign the loan documents substantially in the form attached to loan Mr. Civile \$48,957.
- THIRD: The accounts payable department, under the direction of the finance director, is authorized to release funds in the above amount immediately following the execution of all necessary loan documents.
- FOURTH: The above expenses shall be paid from the Community Development Block Grant Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS 5<sup>TH</sup> DAY OF NOVEMBER, 2012.

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

CITY OF OWOSSO

ATTEST:

\_\_\_\_\_  
Benjamin R. Frederick, Mayor

\_\_\_\_\_  
Amy K. Kirkland, City Clerk



**MINUTES**  
**REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION**  
**Council Chambers, City Hall**  
**October 22, 2012 – 7:00 pm**

**CALL TO ORDER:** Meeting was called to order at 7:03 p.m. by Chairman William Wascher.

**PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited by all in attendance.

**ROLL CALL:** Roll Call was taken by Recording Secretary Marty Stinson.

**MEMBERS PRESENT:** Chairman William Wascher; Secretary Melvin Renfrow, Commissioners David Bandkau, Tom Kurtz, Cindy Popovitch, Ron Schlaack, Brent Smith, and Thomas Taylor.

**MEMBERS ABSENT:** Commissioner Frank Livingston.

**OTHERS PRESENT:** Adam Zettel, Assistant City Manager and Director of Community Development; Kris Lamphere Delaney, property owner in Westown.

**AGENDA APPROVAL:**

**MOTION BY COMMISSIONER POPOVITCH, SUPPORTED BY COMMISSIONER KURTZ TO APPROVE THE AGENDA FOR OCTOBER 22, 2012.**

**YEAS ALL. MOTION CARRIED.**

**MINUTES APPROVAL:**

**MOTION BY COMMISSIONER POPOVITCH, SUPPORTED BY COMMISSIONER RENFROW TO APPROVE THE MINUTES OF THE MEETING OF SEPTEMBER 24, 2012**

**YEAS ALL. MOTION CARRIED.**

**COMMUNICATIONS:**

1. Staff memorandum
2. PC minutes from September 24, 2012
3. Plan comments with notes
4. Westown Maps
5. Zoning checklist

**COMMISSIONER / PUBLIC COMMENTS:**

Commissioner Ron Schlaack was introduced as the newest member to the Planning Commission.

**PUBLIC HEARING:**

1. Owosso Master Plan

Mr. Adam Zettel, Assistant City Manager and Director of Community Development, stated the commission approved the master plan in draft form and the council approved it for distribution. Comments have been received. They can continue with further developments and then refer to the city council for their final approval. Mr. Zettel reviewed comments he received. He suggested working with this document and then work on sub plans as they develop. Discussion continued with suggested changes. He heard nothing from the townships, MDOT, or other planning commissions.

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER POPOVITCH:**

**WHEREAS, the City of Owosso Planning Commission has been engaged in the drafting of the city's first master plan since late 2010; and**

**WHEREAS, the planning commission has finished such a draft and has submitted the document to the city council for review and distribution in accordance to the Planning Enabling Act (PEA); and**

**WHEREAS, the city council approved the distribution of the plan in accordance with the PEA for a review period of no less than 63 days; and**

**WHEREAS, a subsequent public hearing was held by the planning commission to deliberate on any and all comments related to the plan and conditioned upon the discussed changes;**



**WHEREAS, the Owosso Planning Commission finds that the plan, with the inclusion of selected comments, is reflective of the community and satisfies the legal and best-practice needs of prudent planning.**

**NOW, BE IT RESOLVED THAT City of Owosso Planning Commission hereby approves the 2012 Owosso Master Plan and directs staff to forward the plan to the Owosso City Council for final approval and distribution in accordance with the Michigan Planning Enabling Act.  
YEAS ALL. MOTION CARRIED.**

**2. Zoning Map Change: Westown**

Mr. Zettel stated the buildings along Main Street through Westown will all be changed from B-4 to B-3 zoning between Cedar Street to the next to last parcels before Chipman Street. He recommends it all be rezoned in case of a new development. Everyone will be grandfathered in. B-4 zoning needs 25 foot front yard setback. The structures are really B-3 with 0 foot front yard. Kris Lamphere Delaney asked what is this going to do for us. The answer was that the structures will be more conforming. B4 is more like McDonalds or Walgreen's with bigger parking lots. B3 zoning has 0' lot lines with upper story residential. This doesn't change anything. Currently the buildings are less conforming now than they will be to B-3. This is a better fit. Residential is not allowed in B-4. Ms. Delaney asked about their own parking lot for their tenants. Mr. Zettel said there was no impact for now. They are now trying to work on adding to the parking in Westown.

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER TAYLOR THAT THE OWOSSO PLANNING COMMISSION, FINDING THE PROPOSED ZONING OF THE PARCELS IN QUESTION TO MEET THE STANDARDS OF THE ZONING CODE, HEREBY RECOMMENDS APPROVAL OF THE PROPOSED CHANGES TO B-3 TO THE OWOSSO ZONING MAP AS ILLUSTRATED AND TO BE INCLUDED IN THE MINUTES TO THE CITY COUNCIL WITH THE FOLLOWING FINDING OF FACT:**

**(1) What, if any, identifiable conditions related to the petition have changed which justify the petitioned change in zoning?**

**B-3 will better fit the newly adopted master plan.**

**(2) What, if any, error in judgment, procedure, or administration was made in the original ordinance which justifies the petitioned change in zoning?**

**Not Applicable.**

**(3) What are the precedents and the possible effects of a precedent which might result from the approval or denial of the petition?**

**Not Applicable.**

**(4) What is the impact of the amendment on the ability of the city to provide adequate public services and facilities and/or programs that might reasonably be required in the future if the petition is approved?**

**City is working on parking plans.**

**(5) Does the petitioned zoning change adversely affect the environmental conditions or value of the surrounding property?**

**The rezoning might increase the value.**

**(6) Does the petitioned zoning change generally comply with the adopted future land use plan of the city?**

**Yes.**

**(7) Does the petitioned zoning change adversely affect the historic resources of the city?**

**No.**

**Rezoning Map attached to next page:**



## City of Owosso

### Westown Rezoning

September 20, 2012

0 60 120 240 360 480 Feet



**YEAS ALL. MOTION CARRIED.**

**SITE PLAN REVIEW:** NONE

#### **BUSINESS ITEMS:**

##### 1. Public Workshop: Design Guidelines

Mr. Zettel led the discussion of proposed design guidelines which should produce durable; value improvement; avoid deterioration when not in use; and be good looking structures. Discussion about "infill" – housing matching other houses. Standards were reviewed.

##### 2. Public Workshop: Assembly Uses in Downtown

We currently need more retail and restaurants and less office. Offices are welcome downtown, but should be located on upper floors. A list needs to be created about what is allowed downtown and it needs to have variety.

##### 3. Public Workshop: Outdoor Sales and Storage: Temporary Uses.

Things like windshield repair, hotdog stands and other permitted activities are allowed with permission from the building official with possible appeal through the Zoning Board of Appeals. Need a fee for the city for things such as snow plowing and police.

**ITEMS OF DISCUSSION:** None

#### **COMMISSIONER / PUBLIC COMMENTS:**

Kris Delaney said there has been a church in Westown for eight years now that is very involved with Westown. Will the city dictate who property owners can rent to? She thinks the city doesn't use common sense on everything

#### **ADJOURNMENT:**

**MOTION BY COMMISSIONER SCHLAACK, SUPPORTED BY COMMISSIONER TAYLOR, TO ADJOURN AT 8:44 P.M. UNTIL NOVEMBER 26, 2012.**

**YEAS ALL. MOTION CARRIED.**

mms

Melvin Renfrow, Secretary

**Minutes**  
**Regular Meeting of the Parks & Recreation Commission**  
**Council Chambers, City Hall**  
**October 22, 2012 – 6 p.m.**

The meeting was called to order at 6:02 p.m. by Chairman Hebekeuser.

Roll call was taken by Recording Secretary Marty Stinson.

**Members Present:** Chairman Jerry Hebekeuser; Commissioners Sherri Chavora, Michael Espich, and Jeff Selbig.

**Members Absent:** Commissioner Tim Alderman

**Others Present:** Adam Zettel, Assistant City Manager and Director of Community Development.

**Approve Agenda for October 22, 2012:**

A motion to approve the agenda as presented was made by Commissioner Espich and supported by Commissioner Selbig.

Ayes: all. Motion carried.

**Approve Minutes from September 24, 2012 meeting:**

A motion to approve the minutes from the September 24, 2012 meeting was made by Commissioner Chavora and supported by Commissioner Espich.

Ayes: all. Motion carried.

**Public Comments:** None

**Communications:**

1. Staff memorandum
2. September 24, 2012 minutes

**Business:**

1. Bentley Playscape Plaza

Commissioner Chavora noted that the electricity hadn't been installed in time for the Scarecrows in the Park. Mr. Adam Zettel, Assistant City Manager and Director of Community Development, stated that the conduit will be run from the basketball court to the splash pad and then from there to the various locations. He wants to check to be sure we're not blowing breakers. Discussion continued on the bricks and walkways. Wood chips will be added along with more tables and benches. There will also be a sign added that will be similar to the way-finding signs that the Main Street group is preparing.

Mr. Zettel noted the state is allowing the city to rebid the work in the park with one bathroom at the pavilion with ADA facilities and leave the other one with new units. They may do one unit with city employees.

2. Scarecrows in the Park

Commissioner Chavora reported that it turned out pretty well with about 400 people attending. Next year it may turn into a food drive. Chairman Hebekeuser asked if next year it might be combined with the Trick or Treat Saturday. Ms. Chavora said maybe next year they could use the scarecrows in the park and then move them downtown. Chairman Hebekeuser congratulated Commissioner Chavora for the work and time she put into the project – It's a great event!

### 3. Disc Golf and Splash Pad Updates

Mr. Zettel shared that the DEQ is taking a long enough time that there isn't any news yet on the splash pad. He has been advised that maybe the concrete could be cured over the winter.

Commissioner Selbig was unable to get an update on the disc golf. Mr. Zettel asked if it had lost its momentum. Commissioner Selbig said no, we have the whole winter to look for sponsors. It sounds like the layout is complete; we need about \$6,000 to finish.

### 4. Trail Connector Updates (CIS, Rosevear, and the River)

Mr. Zettel stated that the Friends of the Shiawassee River will be doing a connector study from the township to the Riverwalk. Funding will be provided by the Cook Foundation. Commissioner Alderman will be asked to sit in on the meetings.

Commissioner Chavora asked about the property north of Bentley Park. Mr. Zettel replied that Consumers doesn't think that the property is clean enough for use. Right now they are just improving the esthetics.

Commissioner Selbig asked about signage along the river path on the other side of the river.

Mr. Zettel would like to pencil in a route between Oak Hill Cemetery, Hopkins Lake, Vandekarr Rd and Rosevear Park. Then connect that to the Riverwalk and CIS. We need to do some trail blazing that is acceptable to the various parties.

### 5. November Officer Selection and Action Plan

Our officer selection is usually done after the council elections in November per Mr. Zettel. The Action Plan for the Parks and Recreation Commission is usually worked on in November, December and January.

Chairman Hebekeuser stated we've accomplished a lot this year. We need to finish up the splash pad and some other projects with the trails and the regional approach / authority for recreation. He then asked about an ice skating rink if the weather holds. Mr. Zettel stated the rinks are getting cheaper. He has been checking into them and thinks maybe \$5,000 would buy a hockey rink; illumination. Something could be done with installing a curb around a tennis court. As always, it depends on the weather.

**Motion by Commissioner Chavora, supported by Commissioner Espich to cancel the December meeting.**

**Ayes: all. Motion carried.**

### **Public Comments / Board Comments**

Mr. Fred Furman has property near the proposed trail from Hopkins Lake to Vandekarr Road. He has concern about liability. Discussion followed.

### **Adjournment:**

**A motion to adjourn the meeting was made by Commissioner Espich and was supported by Commissioner Chavora. The meeting adjourned at 6:57 p.m.**

**Ayes: all. Motion carried.**

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Adam Zettel, Secretary

mms

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Parks & Recreation Commission

Page 2 of 2

October 22, 2012

November 5, 2012

Minutes of the **October 9, 2012**, regular meeting  
of the **Owosso Historical Commission** held  
at the Gould House, 7:00 p.m.

Members Present: City Treasurer Ronald Tobey, Chairman Michael Erfourth, and members Joni Forster, Shaffer Fox, Paul Heimnick, Don Schneider and Lorraine Weckwert

Members Absent: Scott Newman, Karen Stadler and Gary Wilson

Guests Present: Bill Constine

The meeting was called to order at 7:03 p.m. by Chairman Erfourth.

Bill Constine, from the Independent, photographed the group in anticipation of the election of officers scheduled later in the meeting. He then left the meeting.

Member Forster asked for the addition of lighting/decorating to the agenda. Weckwert asked that Projects Manager for Historic Commission be added to old business and also an "open" sign for the Castle be added to new business. Additions to the agenda were made and approved.

There were no citizen comments.

Motion by Forster to accept and place on file the minutes for the September 10, 2012, regular meeting. Supported by Heimnick and carried.

Motion by Heimnick to accept and place on file the minutes for the September 27, 2012, special meeting. Supported by Schneider and carried.

The treasurer's report item was discussed at length in terms of funding of the commission itself. Motion by Fox to accept the August 2012 Treasurer's Report of income and expenditures. Heimnick offered the second. Motion accepted by the members in attendance with a no vote from Forster and a yes vote, with objections, from Weckwert.

There was no Gould House Maintenance bid to present.

There was no action on the phone options.

The recommendation from Industrial Pest Management regarding the honey bee colony was relayed.

Members noted the large Castle shrubs facing the river had been removed by DPW. The spirea on the west side of the Castle are yet to be removed.

It was noted that no action had been taken to place heat tape in the Castle gutters.

Hi-Quality had made contact about the Lexon to be placed on Cabin windows and will schedule the work. Chair Erfourth will place wood blocks in the windows to prevent intrusion.

Member Forster presented information that good quality holiday lighting strands could be obtained at a cost of \$45 per 100 foot. She restated her desire that the Castle, cabin and paymaster building should be lit this holiday season to complement the downtown decorations. She would also like to see some seasonal decorations placed at the properties, including the Gould House for fall and Christmas. Motion by Weckwert that up to \$600 be expended for lighting of the castle and cabin and \$250. be allotted for fall and Christmas decorations to be obtained by Forster. Supported by Fox and approved. It was noted that it is the intent that with

the Commission supplying the lights the DPW would be asked to install them at the Castle when the heat tape was placed in the gutters.

Weckwert and Erfouth will form a subcommittee to work on the Project Manager proposal, soliciting participation from Wilson and Newman if they are interested in collaboration on the subcommittee.

The need of refrigeration at the Castle was mentioned. Member Schneider generously offered the donation of an unused refrigerator from the Movie Museum if it will be transported.

Weckwert showed a drawing of an "open" sign and post she would like to see placed at the Castle. No action was taken at this time.

Members moved the fundraising and officer election to the next meeting by consensus. Also chairman Erfouth encouraged the group to begin preparation at the November meeting for next year's budget.

Motion by Weckwert to adjourn at 8:41 p.m. Supported by consensus.

Respectfully submitted,  
Ronald J. Tobey  
Secretary/Treasurer

MINUTES FOR THE REGULAR MEETING  
**OWOSSO HISTORIC DISTRICT COMMISSION**  
OCTOBER 17, 2012 at 6:00 p.m.  
COUNCIL CHAMBERS / CITY HALL

**MEETING WAS CALLED TO ORDER** at 6:00 p.m. by Chairperson Newman.

**MEMBERS PRESENT:** Chairperson Scott Newman, Vice-Chairman Vincent Gonyou; Secretary Phil Hathaway; Commissioners Lance Omer, Gary Wilson and James Eaton (arrived 6:59 p.m.)

**MEMBERS ABSENT:** Commissioner Matthew Van Epps.

**OTHERS PRESENT:** Sarah Warren-Riley, Housing Program Manager; Bill Gilbert, Gilbert's True Value Hardware, 113 W. Main Street; Nicole Starkey, Harmon Signs for Gilberts; and Shyla Bair, Office Manager of HomeView Improvements for 100 N. Washington.

**AGENDA APPROVAL:** Motion by Commissioner Hathaway, supported by Commissioner Gonyou to approve the agenda for October 17, 2012 as presented.  
Yeas: All. Motion was passed.

**MINUTES APPROVAL:** Motion by Commissioner Omer, supported by Commissioner Hathaway to approve the minutes for the meeting of August 15, 2012. (There was no meeting in September, 2012.)  
Yeas: All. Motion was passed.

**COMMUNICATIONS:**

- 1) Staff Memorandum
- 2) Meeting minutes of August 15, 2012
- 3) Proposed NRHP Boundary – Elaine Robinson, CCRG, Inc.

**PUBLIC COMMENTS:** None.

**COMMITTEE REPORTS:** None.

**PUBLIC HEARINGS:** None.

**ITEMS OF BUSINESS:**

**1) 113 W. Main Street – Signage Replacement Application**

Bill Gilbert, owner of Gilberts True Value Hardware & Appliance stated they are changing the signage at 113 W. Main Street because they are changing their branding to **Do It Best**. He introduced Nicole Starkey from Harmon Signs who is producing the signs. They explained the changes which would result in less signage area. Sarah Warren-Riley, Housing Program Manager, stated that Chuck Rau, the city building official had also reviewed the application and stated the signs meet code.

Commissioner Hathaway noted that the commission strongly discourages back lit box signage that is white with black lettering. Mr. Gilbert and Ms. Starkey noted the logo on the application is red with white letters and is a national logo. They are not able to change it.

**Motion by Commissioner Hathaway, supported by Commissioner Gonyou directing staff to issue a notice to proceed for the work finding:**

**1. The signage proposed is inappropriate to the historic district, but the following conditions prevail:**

- The signage proposed is replacing existing signage.
- The “Do It Best” sign is a national brand standard that the applicant has no ability to modify.

**Yeas: All. Motion was passed.**

**1) 100 N. Washington – Door Installation Application**

Ms. Shyla Bair, Office Manager for HomeView Improvements noted that this building was divided with the front being the Edward Jones office. The back will be retail. Ms. Warren-Riley noted that the building official had called the architect and it would be a recessed doorway because of traffic on the sidewalk with a flat door. The architect will be sending in plans.

**Motion by Commissioner Hathaway, supported by Commissioner Omer that the Owosso Downtown Historic District Commission, authorizes a conditional Notice to Proceed regarding the application for a door opening on Main Street for the building at 100 North Washington Street pending:**

1. **The receipt of a detailed architectural rendering of the door showing it recessed and consistent in design with the existing door further down the building.**
2. **The Historic District Commission reserves the right to call a special meeting within five days of receipt of the requested rendering to reconsider the application.**

**Yeas: All. Motion was passed.**

Discussion continued regarding the door material with the possibility of a metal door being used with a bronze finish.

**Items of Discussion:**

**1) Proposed NRHP Boundary**

Ms. Warren-Riley distributed the map sent by Elaine Robinson, CCRG, Inc. of their proposed boundary for the Downtown Historic District for the National Registry application. There were a few changes from the current boundaries and comments were being sought to forward to Ms. Robinson for their consideration. Comments included linking both sides of the Main Street bridge to include the Chrysler Building at 344 W. Main Street. Ms. Warren-Riley stated the castle and Michigan Avenue each had their own historic district designations.

6:59 p.m. Commissioner James Eaton arrived.

**ADJOURNMENT:**

**Motion by Commissioner Hathaway, supported by Commissioner Omer to adjourn the meeting at 7:02 p.m.**

**Yeas: All. Motion was passed.**

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Phil Hathaway, Secretary

mms





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# MEMORANDUM

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DATE: 31 October 2012

TO: Owosso City Council

FROM: Rick Williams, Finance Director

SUBJECT: Cash and Investments Position  
1st Quarter Ending September 30, 2012  
Information Only – No Action Required

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The cash and investment position, summarized below, for quarter ending September 30, 2012 totaling \$14,932,885.64, includes the primary and component units of the City. It does not include the portfolio of the Employees Retirement System.

Type of Deposit/Investment	Maturity	Insured	*Uninsured	Rating
Demand & Time Deposits At Cost	< 1 yr	370,925.58		*
Negotiable Order of Withdrawal At Cost	< 1 yr	1,402,351.99	5,372,661.55	*
Money Market Accounts At Cost	< 1 yr	757,246.97	858,124.13	*
Mutual Funds At Cost, NAV \$1/share	< 1 yr		3,830,420.04	AAAm
Savings Accounts At Cost	< 1 yr	308,606.46	57,079.02	
US, Agency, Gov't Bonds Fair Value	1-3 yrs		1,975,469.90	AA-

\*Mutual Funds and Commercial Paper are insured under limited circumstances through SIPC. Depository accounts with banking institutions are rated internally on a scale of one to five based on capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to market risk.