

CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, SEPTEMBER 15, 2014
7:30 P.M.

Meeting to be held at City Hall
301 West Main Street

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 2, 2014:

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.

STUDENT REPRESENTATIVE REPORT

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Swearing In Ceremony - Fire Department Employee. A ceremony to swear in the City's newest firefighter: Kevin Floyd.

PUBLIC HEARINGS

1. Rezoning Request – 1011 Corunna Avenue. Conduct a public hearing to receive citizen comment regarding request to rezone the parcel commonly known as 1011 Corunna Avenue, from B-1, Local Business District, to B-4, General Business District.
2. Special Assessment District No. 2014-04. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2014-04 for the alley bounded by King Street, Clark Avenue, Oliver Street, and First Street for alley resurfacing.
3. Special Assessment District No. 2014-05. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2014-05 for the alley bounded by Williams, Ball, Mason, and Water Streets for alley resurfacing.

4. Special Assessment District No. 2014-06. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2014-06 for the alley bounded by Oliver, Ball, Williams, and Water Streets for alley resurfacing.
5. Special Assessment District No. 2014-07. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2014-07 for the alley bounded by Oliver, Ball, Williams, and Washington Streets for alley resurfacing.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

Stray Cat Issue Update

CONSENT AGENDA

1. Conduct First Reading and Set Public Hearing - Rezoning Request. Conduct first reading and set a public hearing for October 6, 2014 to receive citizen comment regarding request to rezone the parcel commonly known as 408 North Water Street, from RM-1, Multi-Family Residential District, to OS-1, Office Service District.
2. Bid Award – 2014 Alley Resurfacing Program. Accept low bid and authorize contract with Mike & Son Asphalt, Inc. for the 2014 Alley Resurfacing Program in the amount of \$52,580.00, and further authorize payment up to the contract amount upon satisfactory completion of the work.
3. Bid Award – Early Shipment Salt. Authorize purchase order with State of Michigan Purchasing Contract holder North American Salt Company for early purchase of 600 tons of salt in the amount of \$46,644.00 and further authorize payment up to the contract amount.
4. Bid Award – Seasonal Back-up Salt. Authorize purchase order with State of Michigan Purchasing Contract holder The Detroit Salt Company, LLC for purchase of 1800 tons of back-up salt in the amount of \$98,892.00 and further authorize payment up to the contract amount.
5. Lease Extension – WWTP Screening Equipment. Authorize extension of the agreement with Duperon Leasing & Sales, Inc. for the lease of the screening equipment at the Waste Water Treatment Plant on a month to month basis, not to exceed 12 additional months, in the amount of \$18,815.00 per month.
6. Service Agreement – Fire/EMS Billing. Authorize contract with AccuMed Billing, Inc. for Fire and EMS billing services in the amount of 7.75% of monies collected.
7. Service Agreement – Fire/EMS Billing Software. Authorize a contract with ESO Solutions, Inc. for the provision and support of reporting software for Fire/EMS billing in the amount of \$4,342.50 annually, to be paid via the terms of the AccuMed Billing Service Agreement.
8. Warrant No. 488. Authorize Warrant No. 488 as follows:

Vendor	Description	Fund	Amount
Logicalis, Inc	Network engineering support-August 2014	General	\$ 7,616.00
Michigan Municipal Risk Management Authority	Building and property insurance	General	\$107,173.00

Vendor	Description	Fund	Amount
Michigan Municipal League	Annual membership- October 1, 2014- September 30, 2015	General	\$ 5,743.00
Waste Management	Landfill charges-8/16/14-8/31/14	WWTP	\$ 7,723.11
Brown & Stewart PC	Professional services-	General	\$ 9,098.25
Fishbeck, Thompson, Carr & Huber, Inc.	Gould Street Bridge engineering services – Final payment	Major Streets	\$30,864.50

9. Check Register–August 2014. Affirm check disbursements totaling \$858,470.17 for the month of August 2014.

ITEMS OF BUSINESS

1. DIG Project Decision. Consider rejecting the bids for the Downtown Infrastructure Grant projects.
2. Set Agenda for September 29th Meeting. Consider setting the agenda for the September 29, 2014 5th Monday meeting to discuss the street program and related tax levy.

COMMUNICATIONS

1. Mark Sedlak, Public Services Director. Lansing Street parking lot update.
2. Charles P. Rau, Building Official. August 2014 Building Department Report.
3. Charles P. Rau, Building Official. August 2014 Code Violations Report.
4. Kevin D. Lenkart, Public Safety Director. July 2013 Police Report.
5. Kevin D. Lenkart, Public Safety Director. July 2013 Fire Report.
6. Historical Commission. Minutes of July 14, 2014.
7. Historical Commission. Minutes of August 11, 2014.
8. Parks & Recreation Commission. Minutes of August 25, 2014.
9. Planning Commission. Minutes of August 25, 2014.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, September 29, 2014 – 5th Monday Meeting
Monday, October 06, 2014 – Regular Meeting

BOARDS AND COMMISSIONS OPENINGS

None.

ADJOURNMENT

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

OWOSSO CITY COUNCIL

SEPTEMBER 2, 2014

7:30 P.M.

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: PASTOR MARLENE WEBSTER
OWOSSO CITY CHURCH

PLEDGE OF ALLEGIANCE: KASIE ROBBINS
CITY OF OWOSSO FIRE FIGHTER

PRESENT: Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth,
Councilpersons Loreen F. Bailey, David B. Bandkau, Burton D. Fox,
Elaine M. Greenway, and Robert J. Teich, Jr.

ABSENT: None.

APPROVE AGENDA

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

- Add Consent Item 10. Art Walk Permission.
- Add Item of Business 3. Lansing Street Parking Lot Update.
- Add Item of Business 4. Third Party Administrator Contract.

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

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF AUGUST 12, 2014

Motion by Mayor Pro-Tem Eveleth to approve the Minutes of the Special Meeting of August 12, 2014 as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 18, 2014

Motion by Councilperson Fox to approve the Minutes of the Special Meeting of August 12, 2014 as presented.

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

STUDENT REPRESENTATIVE REPORT

None.

PROCLAMATIONS / SPECIAL PRESENTATIONS

SWEARING IN CEREMONY - FIRE DEPARTMENT EMPLOYEE

Mayor Frederick and Public Safety Director Kevin D. Lenkart presided over a ceremony to swear in the City's newest firefighter Kasie Robbins.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Shelah Hockman, 705 Campbell Drive, said she felt the burning ordinance was not being enforced correctly, more tickets should be issued, and officers should be allowed less discretion when inspecting for violations. She said she would like to see the open burning report incorporate the actual officer report for each investigation rather than just a list of investigations.

Lisa Stechschulte, 725 River Street, wondered why no burning tickets were issued in the month of July, especially in light of the idea that she reported a fire on July 4th that caused heavy smoke in the area of her home. She said Owosso's open burning law was the most lax burning law in the state and the right to breathe should trump the right to burn. She asked City Council to do a service to the residents of the City and prohibit burning.

Tom Manke, business owner at 118 South Washington Street, asked that the recreation service agreement with the Y be pulled from the Consent Agenda for discussion. He said he felt that, as written, the contract would allow the Y to charge people to use the Bentley Park tennis courts, he felt the contract was being hidden in the Consent Agenda, and people should not have to pay to use the park.

Marlene Webster, 407 Woodhall Court, refreshed the Council on the mission of the HOPE Project as a means to help people make permanent steps out of poverty. She indicated the project is still underway, funds are being raised, and the organization will be hosting on navigator/mentor training in September and an Opportunity Conference in October. All interested parties are encouraged to contact her.

Councilperson Bailey said she was very interested in the HOPE Project and was glad to have it working in the community. She went on to address Mr. Manke's concerns with the tennis court agreement saying an agreement to allow people to take tennis lessons and utilize the new courts shouldn't be presented in such a negative context.

Councilperson Bailey went on to give a brief update on the stray cat issue saying she had met with numerous organizational representatives and residents to discuss the issue. Efforts are underway to gather information about available resources to determine the best course of action. She further noted that she would like to see the information she has already gathered placed on the City's website so residents may take advantage of the resources that are out there.

Mayor Frederick noted the City has a similar agreement with the Y for the use of the soccer fields and it was worked to the benefit of both parties. He said the agreement would not grant the Y exclusive rights to the courts.

Councilperson Fox noted the tennis court agreement is similar to that for use of the ball fields in that the City owns the fields but another organization runs the recreation programs on those fields. Councilperson Greenway inquired whether signs will be posted at the courts to alert the public to the times when the Y will be using the courts. It was noted the agreement addressing scheduling of the courts.

Councilperson Bailey inquired whether it was time for the Council to take up the burning issue again with the recent spate of concerns relayed by citizens. Mayor Frederick responded saying he believed that with proper enforcement the current ordinance would work. He said fires held outside the hours noted in the ordinance should be ticketed and the ordinance needs to be followed to the letter.

Councilperson Fox said the City needed to work to make sure that 100% of the leaves are picked up to avoid the need to burn. It was noted that numerous volunteer organizations were available to help those that are unable to rake their leaves for pick up.

Councilperson Bailey noted the Home Tour is coming up soon and with all the visitors expected everyone should work to put the city's best foot forward, sweeping streets, weeding flower beds, and making the town look nice. Mayor Frederick noted that volunteers are needed to spray weeds.

Councilperson Greenway inquired why there was a "No Dumping" sign at the Aiken Street drop off site, asking if the site was closed for some reason. It was noted the sign was targeting those that dump trash and construction waste at the site, not those dropping off leaves and brush.

CITY MANAGER REPORT

City Manager Crawford detailed the latest Project Status Report, saying leaf collection would start September 29th and the City had recently received notice that MSHDA was barring the City from future rounds of grants because, according to the 2010 Census, residents now make too much money to qualify. Mayor Frederick inquired what could be done to have the City's eligibility reinstated. He also wanted to know what other communities in the same position were considering. City Manager Crawford noted the City could recalculate the census tracks or hold its own census and he would find out what other cities are doing.

Councilperson Fox inquired about the status of the repairs to the decking of the John F. Archer Oakwood Street bridge. It was noted planks have been ordered, but due to their custom nature it would be some time before they arrive and are installed.

CONSENT AGENDA

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

Special Assessment District No. 2014-04. Consider authorizing Resolution No. 4 setting a public hearing for Monday, September 15, 2014 to receive citizen comment regarding Special Assessment District No. 2014-04 for the alley bounded by King Street, Clark Avenue, Oliver Street, and First Street for alley resurfacing as follows:

RESOLUTION NO. 128-2014

SETTING A PUBLIC HEARING TO HEAR COMMENT REGARDING SPECIAL ASSESSMENT DISTRICT NO. 2014-04 ALLEY BOUNDED BY KING STREET, CLARK AVENUE, OLIVER STREET, AND FIRST STREET

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, September 15, 2014 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax

rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.

4. The notice of said hearing to be published and mailed shall be in substantially the following form:

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

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

Alley bounded by King Street, Clark Avenue, Oliver Street, and First Street

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

Alley resurfacing

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, September 15, 2014 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2014-05. Consider authorizing Resolution No. 4 setting a public hearing for Monday, September 15, 2014 to receive citizen comment regarding Special Assessment District No. 2014-05 for the alley bounded by Williams, Ball, Mason, and Water Streets for alley resurfacing as follows:

RESOLUTION NO. 129-2014

**SETTING A PUBLIC HEARING
TO HEAR COMMENT REGARDING
SPECIAL ASSESSMENT DISTRICT NO. 2014-05
ALLEY BOUNDED BY WILLIAMS, BALL, MASON, & WATER STREETS**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.

2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, September 15, 2014 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

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

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

Alley bounded by Williams, Ball, Mason, and Water Streets

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

Alley resurfacing

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, September 15, 2014 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2014-06. Consider authorizing Resolution No. 4 setting a public hearing for Monday, September 15, 2014 to receive citizen comment regarding Special Assessment District No. 2014-06 for the alley bounded by Oliver, Ball, Williams, and Water Streets for alley resurfacing as follows:

RESOLUTION NO. 130-2014

**SETTING A PUBLIC HEARING
TO HEAR COMMENT REGARDING
SPECIAL ASSESSMENT DISTRICT NO. 2014-06
ALLEY BOUNDED BY OLIVER, BALL, WILLIAMS, AND WATER STREETS**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, September 15, 2014 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

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

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

Alley bounded by Oliver, Ball, Williams, and Water Streets

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

Alley resurfacing

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, September 15, 2014 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2014-07. Consider authorizing Resolution No. 4 setting a public hearing for Monday, September 15, 2014 to receive citizen comment regarding Special Assessment District No.

2014-07 for the alley bounded by Oliver, Ball, Williams, and Washington Streets for alley resurfacing as follows:

RESOLUTION NO. 131-2014

**SETTING A PUBLIC HEARING
TO HEAR COMMENT REGARDING
SPECIAL ASSESSMENT DISTRICT NO. 2014-07
ALLEY BOUNDED BY OLIVER, BALL, WILLIAMS, AND WASHINGTON STREETS**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, September 15, 2014 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

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

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

Alley bounded by Oliver, Ball, Williams, and Washington Streets

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

Alley resurfacing

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

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

within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, September 15, 2014 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Boards and Commissions Appointment. Confirm the Mayoral appointment of Heather Deason to the Historical Commission to fill the unexpired term of Joni Forster ending December 31, 2014.

Recreation Service Agreement – Tennis. Approve the proposed recreation service agreement with the Shiawassee Family YMCA for the use of the Bentley Park tennis courts for youth tennis for a period expiring December 31, 2019 as follows:

RESOLUTION NO. 132-2014

AUTHORIZING EXECUTION OF A CONTRACT FOR RECREATION SERVICES BETWEEN THE CITY OF OWOSSO, MICHIGAN AND SHIAWASSEE FAMILY YMCA FOR THE USE OF THE BENTLEY PARK TENNIS COURTS AND THE INSTRUCTION OF TENNIS

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that recreation opportunities for area youth and adults are important to the community as a whole; and

WHEREAS, the Shiawassee Family YMCA has dedicated itself to providing exercise and recreation opportunities for all community members and sponsors tennis lessons each year; and

WHEREAS, the city wishes to contribute to recreation opportunities for area youth and adults by allowing the use of the Bentley Park tennis courts for the instruction of tennis; and

WHEREAS, the YMCA has agreed to provide tennis instruction and coordinate all use of the courts.

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 the Shiawassee Family YMCA to provide recreation services in the form of tennis instruction.

SECOND: The mayor and the city clerk of the city of Owosso are instructed and authorized to sign the document substantially in the form attached memorializing use of the Bentley Park tennis courts and the responsibilities of the city and the YMCA.*

Emergency Purchase Authorization – Manhole Repair. Authorize emergency repair to the manhole at the intersection of Bradley and Shiawassee Streets and further authorize payment in the amount of \$28,176.35 to E.T. Mackenzie Company for said repairs upon satisfactory completion of the work as follows:

RESOLUTION NO. 133-2014

AUTHORIZING THE EXECUTION OF A CONTRACT WITH E.T. MACKENZIE COMPANY FOR EMERGENCY STRUCTURAL REPAIRS TO MANHOLE OVER THE COMSTOCK DRAIN

WHEREAS, as a part of the project to reconstruct north Shiawassee Street the manhole at Bradley and

Shiawassee Streets was discovered to need major structural repairs; and

WHEREAS, the city of Owosso sought quotes for emergency repair to the manhole structure in question; a quote was received from E.T. MacKenzie Company; and it is hereby determined that E.T. MacKenzie Company is qualified to provide such services and that it has submitted the only quote; and

WHEREAS, due to the emergent nature of the repairs it is in the public interest to waive the competitive bidding process in this case.

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 waive the competitive bidding process and employ E.T. MacKenzie Company for emergency structural repairs to the manhole at the intersection of Bradley and Shiawassee Streets.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Emergency Manhole Repair – Bradley & Shiawassee Streets*; between the city of Owosso, Michigan and E.T. MacKenzie Company in the amount of \$28,176.35.

THIRD: The above expenses shall be paid from the Local Street Contractual Services Fund, account number 203-473-818.000.

Bid Award & Grant Acceptance – Avery Drain Maintenance. Accept grant from the Shiawassee Conservation District for maintenance of the Avery Drain, authorize a contract with Pennington Farm Drainage, LLC for said work in the amount of \$17,475.00, and further authorize payment upon satisfactory completion of the project (to be reimbursed with grant funds) as follows:

RESOLUTION NO. 134-2014

AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 2014 AVERY DRAIN MAINTENANCE PROJECT WITH PENNINGTON FARM DRAINAGE, LLC

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has received a grant from the Shiawassee Conservation District for maintenance of the Avery Drain located on Farr Street, and this grant will cover 100% of the cost of drain cleaning and clearing; and

WHEREAS, the engineering firm Fishbeck, Thompson, Carr & Huber, Inc. has administered the bid process of behalf of the City; a bid was received from Pennington Farm Drainage, LLC; and it is hereby determined that Pennington Farm Drainage, LLC 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 Pennington Farm Drainage, LLC for maintenance work done as part of the 2014 Avery Drain Maintenance 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 Pennington Farm Drainage, LLC* in the amount of \$17,475.00.

THIRD: The accounts payable department is authorized to pay Pennington Farm Drainage, LLC for work satisfactorily completed on the project up to the bid amount.

FOURTH: The above expenses shall be paid back to the City from the Shiawassee Conservation District in the amount of \$17,475.00.

Warrant No. 487. Approve Warrant No. 487 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' compensation insurance 2nd installment for FY 14/15	Various	\$25,749.00

Art Walk Permission. (This item was added to the agenda.) Approve the request of the DDA/Main StreetBoard for use of the Main Street Plaza on September 12, 2014 from 9:00am until 10:00pm for the Art Walk, waive the insurance requirement, and authorize Traffic Control Order No. 1318 formalizing the request.

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

*Full text of these documents are on file in the Clerk's Office.

ITEMS OF BUSINESS

TRUCK TRAFFIC PETITION

The City is in receipt of a petition signed by 13 residents residing or owning property in the vicinity of the 400 block of South Michigan Avenue requesting the prohibition of truck traffic on the block in question.*

City Manager Crawford noted that when Michigan Avenue was reconstructed the stretch from Main Street to Cass Street was deemed off limits to trucks. Within the last year a new tenant has occupied the building at the south end of Michigan Avenue increasing the truck traffic on the block south of Cass Street. He said that if the City prohibited truck traffic on that stretch it would cut off business to that building and they have the right to access their property. He further noted the street was constructed as a major street so it should hold up to the truck traffic. Council held a brief discussion regarding the current condition of the street, whether the truck traffic would increase, and not denying the right to access the property. It was noted a weight limit could potentially be instituted if it is discovered truck traffic is damaging the roadway.

Motion by Mayor Pro-Tem Eveleth to receive the petition and reject the request to ban truck traffic on the 400 block of South Michigan Avenue.

Motion supported by Councilperson Bandkau.

Roll Call Vote.

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

NAYS: None.

*Full text copies of the petition are on file in the Clerk's Office.

DIG PROJECT BID AWARDS

After a less than robust response to the first round of bid requests for the three parts of the DIG Project Council had rejected the single bid submitted and directed all three parts of the project be rebid. Opening of the second set of bids was scheduled for earlier today, September 2nd at 3:00 p.m.

City Manager Crawford noted the 2nd bids for the DIG Project had come in and again were significantly over budget. He indicated staff would be meeting with state representatives tomorrow to discuss options. He went on to say that a number of DIG recipients were in the same position and he expected the State to deal with the issue collectively. The Council took no action.

LANSING STREET PARKING LOT UPDATE (This item was added to the agenda.)

Councilperson Teich distributed a conceptual drawing of the lot showing perpendicular parking and a turn-around at the rear of the lot. He indicated he would like to see some adjustments to allow angle parking and to use the adjacent alley as a potential exit point, eliminating the need for a turn-around. Public Services Director Sedlak noted he was looking to find property nearby as a potential relocation site for the house that is currently on the lot.

THIRD PARTY ADMINISTRATOR CONTRACT (This item was added to the agenda.)

City Manager Crawford indicated his concern with the contract saying the State is requiring the use of a third party administrator for the City's Downtown Rental Rehabilitation Program. He expressed his sincere distaste for the contract saying he felt grant funds were being wasted because the administrator is demanding 18% of the \$400,000+ contract for two years of service. He went on to say that if the City wanted to proceed with any further projects they would have to approve the contract as the deadline for submission of funding requests is September 15th. He said the City did manage to slightly reduce the rate of pay for the administrator through negotiations.

Motion by Mayor Pro-Tem Eveleth to approve the following resolution:

RESOLUTION NO. 135-2014

RESOLUTION AUTHORIZING A CONTRACT WITH REVITALIZATION, LLC FOR ADMINISTRATIVE SERVICES RELATED TO THE DOWNTOWN RENTAL REHABILITATION PROGRAM

WHEREAS, the city of Owosso has expressed interest in acquiring grant funds for continued operation of a Downtown Rental Rehabilitation Program; and

WHEREAS, the Michigan State Housing Development Authority is requiring a Third Party Administrator to assist in overseeing the Downtown Rental Rehabilitation Program; and

WHEREAS, the city of Owosso has received a qualified bid from Revitalization, LLC to perform the administrative functions required by MSHDA.

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 Revitalization, LLC for administrative services related to the Downtown Rental Rehabilitation Program.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit 1, contract for services between the city of Owosso, Michigan and Revitalization, LLC for administration of the Downtown Rental Rehabilitation Program.*

THIRD: The contractual expenses shall be paid from funds distributed to the city from the grant.

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: None.

*Full text of the contract is on file in the Clerk's Office.

COMMUNICATIONS

Planning Commission. Minutes of August 11, 2014.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, business owner at 118 South Washington Street, said it was great to have the Y involved in the community but he disagreed with them charging kids to use the tennis courts. There was significant discussion among Council members as to the details of the tennis court contract, who would be charged for use of the courts, the amount of the charges, teaming with the Y to provide recreation opportunities for residents, and how many people currently use the courts. It was noted the intent of the contract was not to take away from residents general use of the courts but to provide the opportunity for lessons and the Y would be paying the City \$1-\$2 per tennis participant per year.

NEXT MEETING

Monday, September 15, 2014

BOARDS AND COMMISSIONS OPENINGS

None.

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:53 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk



MEMORANDUM

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

DATE: September 11, 2014

TO: Mayor Frederick and the Owosso City Council

FROM: Susan Montenegro
Asst. City Manager/Community Development Director

SUBJECT: Public Hearing - Proposed Rezoning of 1011 Corunna Avenue

RECOMMENDATION:

The Planning Commission and city staff recommend amending the zoning ordinance to rezone parcel 050-010-034-004-00, 1011 Corunna Avenue, from B-1 Local Business District, to B-4 General Business District.

BACKGROUND:

Applebee Oil and Propane plans to build a commercial propane filling station at the 1011 Corunna Avenue site. The Planning Commission held a public hearing and voted at its regular meeting on July 28, 2014 to rezone parcel 050-010-034-004-00, 1011 Corunna Avenue, from a B-1 local business district to B-4 general business district.

The Planning Commission held a public hearing on the matter and voted to recommend the zoning change. An excerpt of the July 28, 2014 Planning Commission minutes when the hearing was held are attached for reference.

Staff has no objection to the proposed rezoning.

The Master Plan does not go so far as to recommend a change in zoning for this parcel but does recognize that the intersection of Corunna Avenue and Gould Street is a multi-use node in the area and as such properties surrounding the intersection will maintain multiple zoning designations and varied uses.

City Code Section 38-555 lists the criteria when considering the rezoning of a property as follows:

Sec. 38-555. Criteria for amendment of the official zoning map.

In considering any petition for an amendment to the official zoning map, the planning commission and city council shall consider the following criteria in making its findings, recommendations and decision:

- (1) Consistency with the goals, policies, and future land use map of the City of Owosso Master Plan. If conditions upon which the master plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the master plan was adopted, as determined by the city, the planning commission and council shall consider the consistency with recent development trends in the area.

- (2) Compatibility of the site's physical, geological, hydrological, and other environmental features with the host of uses permitted in the proposed zoning district.
- (3) Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one (1) use permitted under the current zoning.
- (4) The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.
- (5) The capacity of the city's infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare."
- (6) The apparent demand for the types of uses permitted in the requested zoning district in relation to the amount of land currently zoned and available to accommodate the demand.
- (7) The request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided.
- (8) Other factors deemed appropriate by the planning commission and city council.

FISCAL IMPACTS:

There are no direct fiscal impacts to the City presented by the rezoning.

Document originated by: Susan Montenegro

ORDINANCE NO.

**AMENDING CHAPTER 38, ZONING, OF THE CODE OF ORDINANCES
TO REZONE A SPECIFIC PARCEL OF REAL PROPERTY AT 1011 CORUNNA AVENUE
AND AMEND THE ZONING MAP**

WHEREAS, the City of Owosso received a request from Applebee Oil & Propane to rezone parcel 050-010-034-004-00, also known as 1011 Corunna Avenue, from B-1 Local Business District to B-4 General 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; and

WHEREAS, the planning commission finds that the proposed ordinance meets the intent and criteria for a zoning amendment; and

WHEREAS, the city staff and planning commission recommend, without reservations or conditions, the rezoning of the noted parcel at 1011 Corunna Avenue, as indicated; and

WHEREAS, the council published and mailed notices for the request, held a public hearing, and deliberated on the request; and

WHEREAS, the city council finds that the zoning petition meets the intent and criteria for a zoning map amendment.

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

SECTION 1. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-27, Zoning Districts and Map, reflect the changes as illustrated and attached to the record hereto as Exhibit A and filed with the city clerk.

SECTION 2. This amendment shall become effective October 6, 2014.

SECTION 3. This ordinance may be purchased or inspected in the city clerks' office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

EXHIBIT A

Parcel Address	Parcel Number	Current Zoning	Amended Zoning
1011 Corunna Ave	050-010-034-004-00	B1	B4

APPLICATION FOR REZONING
CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, TX 989-725-0540, FX 989-723-8854

Note to Applicants:

1. In order that this application may be processed, the applicant must completely fill in the application and make a non-refundable payment of Three Hundred Dollars (\$300) to the Treasurer's Office, to cover costs associated with the processing.
2. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.

TO THE OWOSSO CITY COUNCIL:


I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the Zoning Map as hereinafter requested,

1. **PROPERTY TO BE REZONED:** Street Address 1011 Corunna Ave.
Description: (lot, block or metes and bounds) A vacant lot on the Northeast corner of Gould and Corunna Ave.
Frontage in Feet 185.11' Depth in Feet 137.75'
2. **PROPERTY OWNERSHIP:** (Name, Address, and Phone Number)
Applebee Oil & Propane, 108 Mill St., Ovid, MI 48866, 989-834-5614
3. **ZONING REQUEST** Current Zoning B1 Requested Zoning B4
Proposed Use of the Property Install a LP Filling station for fleet vehicles & buses.

Indicate why, in your opinion, the requested change is consistent with the Ordinance in prompting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the City of Owosso:

To change the current zoning to B4 to meet the conditions for a gas service station which is closely related to a LP Filling station for vehicles and buses. This will be a 24hr unattended filling station for mostly vehicles using a proprietary fuel key.

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.


(Signature of Applicant)

(Signature of Co-Applicant)

108 Mill St., Ovid, MI 48866

(Address)

989-834-5614/ 517-819-6038

(Phone)

- ☐ Legal Representative
☐ Owner
☐ Option to Purchase

FOR OFFICIAL USE ONLY

Case # _____
Receipt # 323 103
Date Filed 6-9-14
Description Checked _____

Planning Commission Hearing Date 7-28-14
Action Taken _____
City Council Hearing Date _____
Action Taken _____

Excerpt from the July 28, 2014 City of Owosso Planning Commission Minutes

PUBLIC HEARING: 1011 CORUNNA AVENUE – REZONING FROM B-1 TO B-4

Petitioner Shane Applebee has owned 1011 Corunna Avenue for 15 -20 years and now plans to install a propane refilling station for school buses. All the equipment and tanks will be above ground. He is requesting the zoning be changed from B-1 to B-4 for this use.

Public Hearing began at 7:07 p.m.

Ms. Jane Idle owns two bordering properties, one addressed at 1015 Corunna Avenue. She sees huge issues with traffic, trains and traffic lights at this corner. She also remembers the house that blew up five or six years ago. This is a residential district.

Her tenant, Mr. Jason Kellogg, spoke next and has worked for Schwan Foods. He has worked with propane and knows propane can be dangerous. When it leaks it can freeze your hands. It should be farther out of the city.

Public Hearing ended at 7:09 p.m.

Commission Comments:

Commissioner Woodworth commented about cell phone fires; his concern about the in and out traffic situation. He sees this area as a B-1 small commercial business area.

Commissioner Kurtz asked for clarification between B1 and B4 zoning. Ms. Susan Montenegro, Assistant City Manager and Director of Community Development, read both definitions from Chapter 38 of the City Ordinances. She then commented that there is nothing that really addresses propane specifically.

Mr. Applebee commented that propane safety has come a long way. There is now a key fob that reads and authorizes the pump to shut off by itself rather than manually. The equipment is checked yearly. All piping is above ground. The gas has to be the right mixture before there can be an explosion. It is heavier than air and will dissipate before it ignites. It is very safe because of the technology.

Ms. Idle asked if there are any other propane filling stations in this area. Mr. Rau, Building Official, said there were none when she spoke with him on the phone. Mr. Applebee commented the closest of this size would be St. Johns Schools. There are small propane filling stations at gas stations.

Commissioner Kurtz asked about traffic flow. Mr. Applebee said that right now there are only two buses planned. Eventually there could be a whole fleet. They operate to the south of Owosso and would require a curb cut on Corunna Avenue and then exit onto Gould Street completely missing the railroad tracks. It could run 24 hours. Per Ms. Montenegro, the International Fire Code prohibits them from distributing to the public without an attendant present.

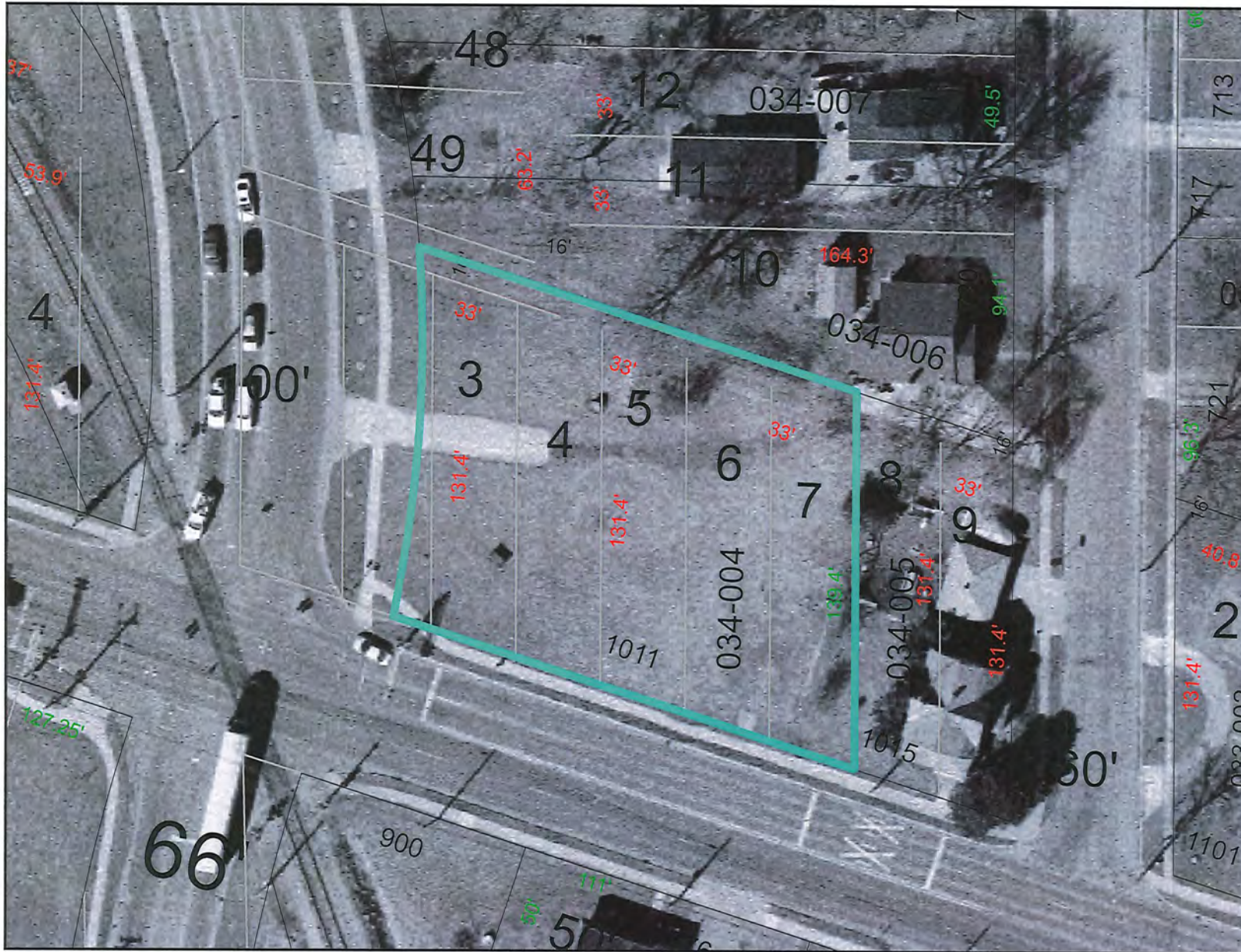
Mr. Jed Dingens addressed the Planning Commission. B-1 zoning is silent on Propane Stations. B-4 zoning lists a pump station and was more generous in the issues. The pump will be 50 feet from any residential property. They are proposing a new fence.

Mr. Kellogg asked why this wasn't underground. Mr. Applebee replied that if it doesn't take off, he can remove the equipment. Mr. Kellogg asked about drunk drivers. Mr. Applebee explained there will be crash posts all around it and a shut off valve on the bottom of the tank.

MOTION BY COMMISSIONER WOODWORTH, SUPPORTED BY COMMISSIONER KURTZ THAT THE OWOSSO PLANNING COMMISSION CONFIRMS THE ZONING CHANGE FOR 1011 CORUNNA AVENUE FROM B-1 TO B-4 AND HEREBY RECOMMENDS SENDING TO THE CITY COUNCIL FOR A PUBLIC HEARING.

YEAS ALL. MOTION CARRIED.

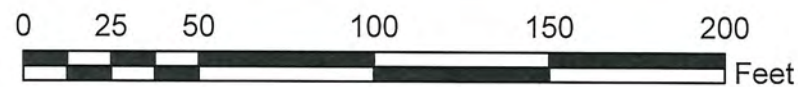
City of Owosso



1011 Corunna Avenue

Rezoning Request
From B-1 to B-4

July 3, 2014



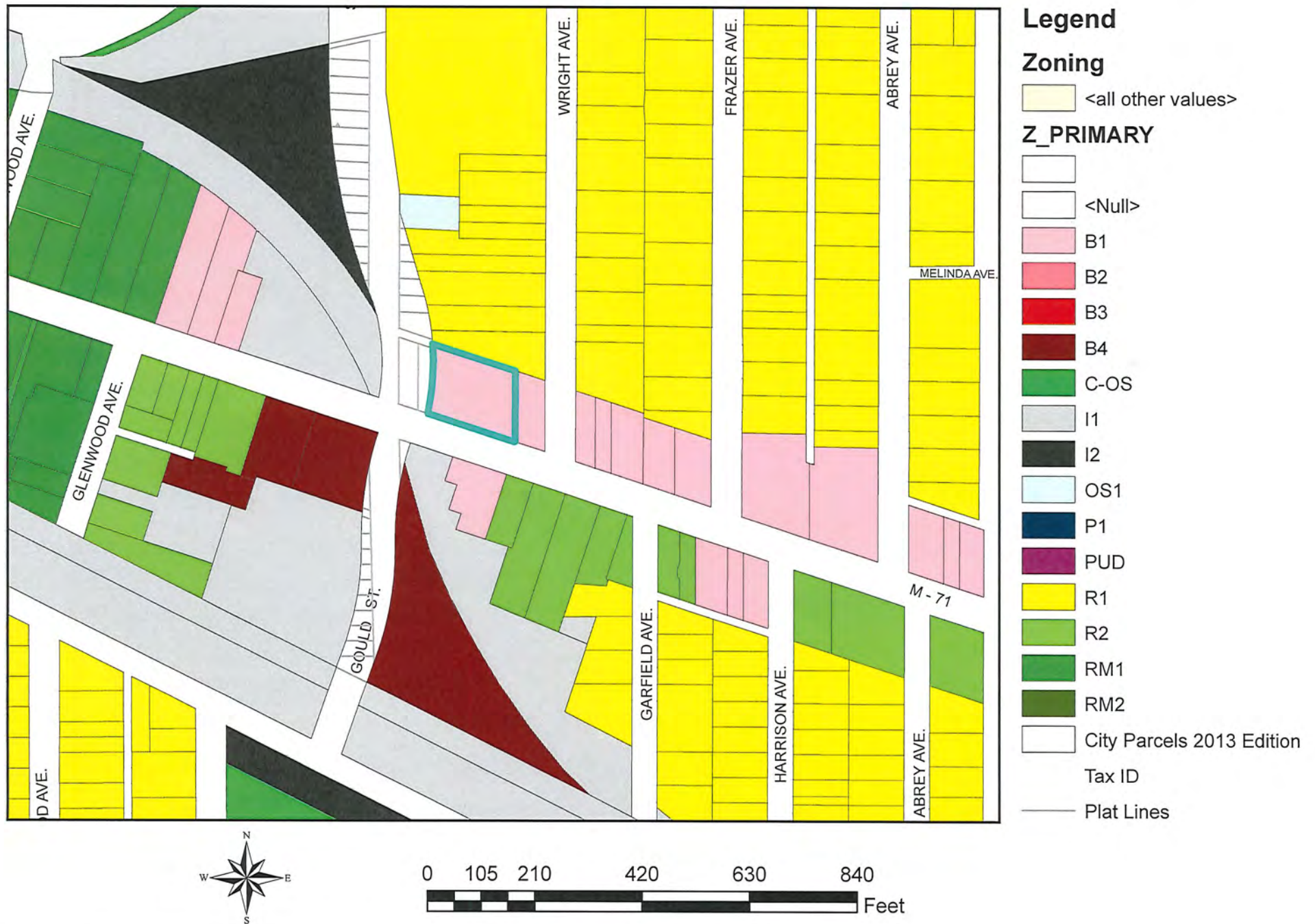
City of Owosso

1011 Corunna Avenue

July 3, 2014

Rezoning Request

From B-1 to B-4



DESCRIPTION: That part of Lot 2 East of the West right-of-way of Gould Street. ALSO Lots 3, 4, 5, 6 and 7 and ½ of closed alley, Block 34, Geo. T. Abrey's Woodlawn Park Addition.

SHOEBOX SYLE LIGHT
SHIELDED DOWN
100% CUT-OFF

25'-0"

4'-0"

FIN. GRADE

6'-0"

2'-0"

2" DIA. 3000# CONCRETE
REINFORCED WITH
(4) #4 BAR VERT @ 8" O.C.

1" N.S. GROUT
1/2" BEVELED EDGE

RUBBED CONCRETE

0'-0"

2 LIGHT POLE BASE DETAIL
C-1 SCALE 3/8" = 1'-0"



	= SET 1 1/2" BAR WITH CAP #53497		= SANITARY MANHOLE
	= FOUND IRON AS NOTED		= DRAINAGE MANHOLE
	= DEED LINE		= ELECTRIC MANHOLE
	= DISTANCE NOT TO SCALE		= TELEPHONE MANHOLE
	= FENCE		= CATCHBASIN
	= ASPHALT		= SANITARY CLEANOUT
	= CONCRETE		= FIRE HYDRANT
	= GRAVEL		= VALVE
	= DECK		= UTILITY POLE
	= EXISTING SPOT ELEVATION		= LIGHT POLE
	= EXISTING CONTOUR ELEVATION		= GUY POLE
	= SANITARY SEWER		= GUY WIRE
	= STORM SEWER		= UTILITY PEDESTAL
	= WATER LINE		= TRANSFORMER
	= GAS LINE		= ELECTRIC METER
	= UNDERGROUND TELEPHONE		= GAS METER
	= UNDERGROUND TELEVISION		= WATER METER
	= UNDERGROUND ELECTRIC		= SOIL BORING
	= OVERHEAD WIRES		= SIGN
	= DECIDUOUS TREE		= POST
	= CONIFEROUS TREE		= RAILROAD CROSSING SIGNAL
	= AIR CONDITIONING UNIT		= SEPTIC LID
	= WATER WELL		

<u>ITEM</u>	<u>REQUIRED</u>	<u>PROPOSED</u>	<u>EXISTING</u>	<u>CITATION</u>	<u>VARIANCE</u>
Zoning District	B-1	B-1	B-1	38-199	No
Special Use Permit	No	No	No	38-199	No
Required Conditions	38-198 (1)				No
Special Conditions	Must be retail or service establishment dealing directly with customer.				
	All goods produced on premises must be sold on premises.				
	Yes	Yes	N/A	38-199 (1)	No
	Gasoline service station for the sale of gasoline, oil and minor accessories only, and where no repair work is done.				
Curb Cut location	Curb cuts min. 25' from intersections or adj. res. districts			38-199 (1a)	No
Entrance setback	25'				
Minimum Lot Width	N/A		N/A	38-351	No
Minimum Lot Area	N/A		N/A	38-351	No
Bldg. Lot Coverage	N/A		N/A	38-351	No
Setbacks (Minimum,	measured to nearest point on main building, unobstructed from ground upward)				
Front	15'			38-351	No
Rear	10'			38-351	No
Side	10'			38-351	No
Side	10'			38-351	No
Max. Bldg. Height	35'			38-351	No
Off-Street Parking	Permitted in front yard			38-351	No
Parking			0	38-380	No
	Two (2) space for each gasoline pump.			38-380	No
Parking Space Size,	9' x 18'4" min.			38-381	No
Ingress / Egress	24' wide min.			38-380	No
Maneuver. Lane, 2 way	24' wide min.			38-380	No
Parking Lot Surface	Gravel			38-381	No
Parking Illumination	Confined and directed onto parking area only			38-381	No
Illumination shielding	Lighting shall be so arranged as to reflect light away from house/roads				No
Landscaping	Buffer strip min. 10' wide with 4' height elements				No
Barrier Free Parking	8' x 18' with 8' van aisles, 5' regular aisles			T1106.1	No
Loading Space Size	10' x 50' x 14' height			38-382	No
Exter. Lighting				38-386	No
	Shielded to reduce glare and reflected away from adj. residential districts				
	Sign illumination directed/shaded downward away from adj. properties and highways				
Walls	4'6" obscuring wall adjacent to residential districts			38-389	No
Walls	Located on lot line				
Fences and Hedges	Shall not exceed 6' tall in the rear or side lot.			38-393	
	Must be less than 50 % solid above 30" from above pavement and must less than 4' in total height in front of lot				

Appoe Oil & Propane

1011 Corunna Ave. Owosso, MI 48867

Jed Dingsen, AIA
1109 E. King St.
Corvua, MI 48817
(989) 743-6004
(989) 277-5919 Cell

Dingens ARCHITECTS

SHEET: 



MEMORANDUM

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

DATE: September 15, 2014
TO: Owosso City Council
FROM: Mark Sedlak, Director of Public Services
SUBJECT: Alley Resurfacing Resolution No. 5

RECOMMENDATION:

We request City Council approve Resolution No. 5 for each public alley.

BACKGROUND:

We have reached the final stage of the special assessment process and are ready to act upon the final resolution, No. 5 for the following alleys:

2014-04 = Block 2 of H N and S A Williams Addition
2014-05 = Block 13 of Original Plat, City of Owosso
2014-06 = Block 4 of Original Plat, City of Owosso
2014-07 = Block 5 of Original Plat, City of Owosso

This stage involves holding a public hearing for each project to hear any objections as to whether the assessments are spread fairly and equitably. All affected property owners have been notified of the hearing and advertisement has been placed in the newspaper as well.

Upon the conclusion of each hearing Council will be asked to make a decision as to whether the assessments fit the benefits for that particular district. You may approve the district as proposed or approve the district with changes to the assessments, keeping in mind the end result must be fair and equitable to all parcels that are a part of the district.

FISCAL IMPACTS:

Funds for these improvements are available in the Special Assessment Account No. 203-463-728.000

Special Assessment Resolution No. 5 for Block 2 of H N and S A Williams Addition, Public Alley

Special Assessment District No. 2014-04

Alley bounded by King Street, Clark Avenue, Oliver Street, and First Street.

RESOLUTION NO.

DISTRICT NO. 2014-04

**BLOCK 2 OF H N AND S A WILLIAMS ADDITION, PUBLIC ALLEY
SPECIAL ASSESSMENT RESOLUTION NO. 5**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Block 2 of H N and S A Williams Addition, public alley resurfacing, and

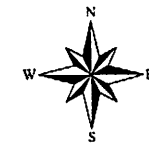
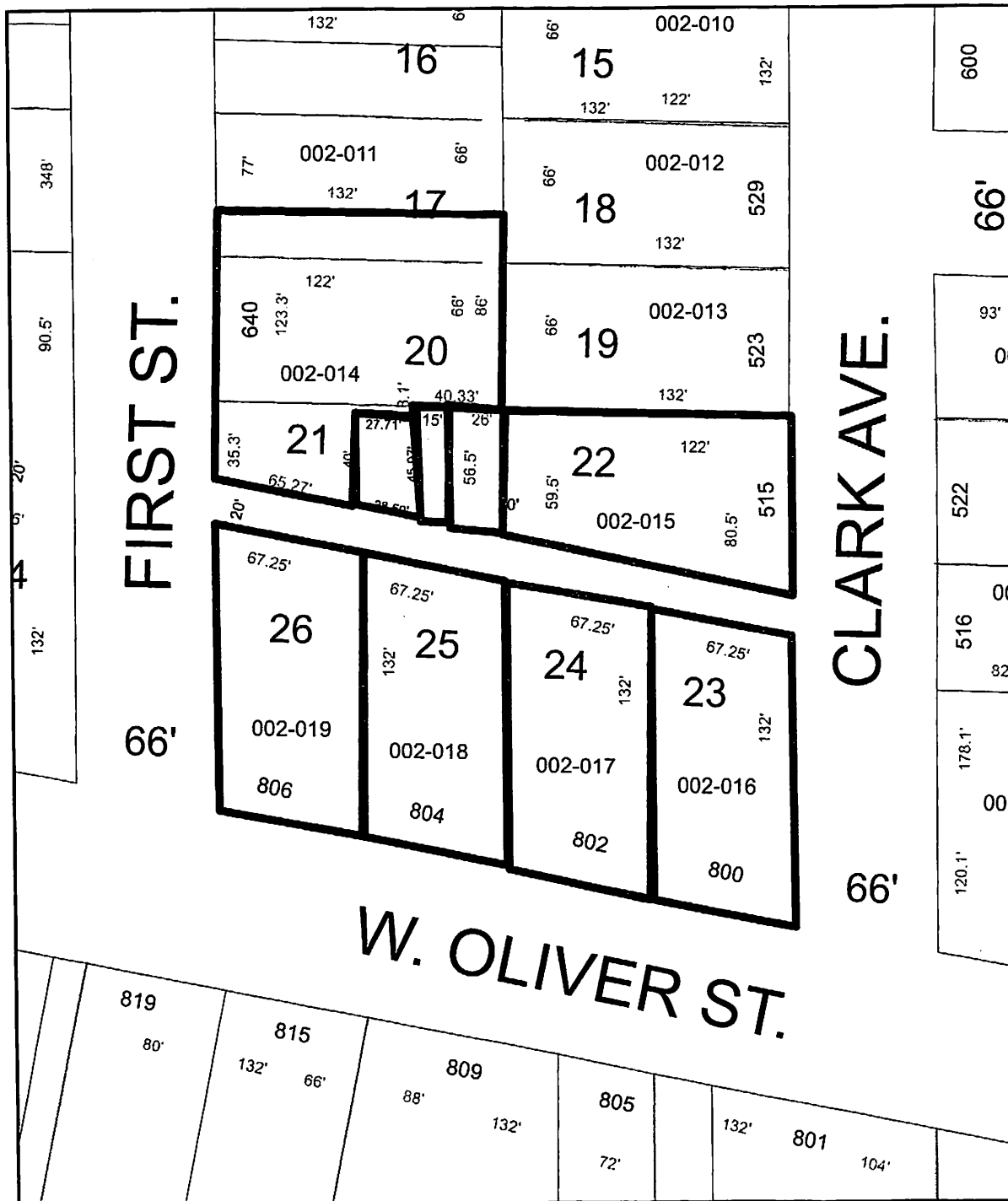
WHEREAS, all interested parties were heard and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits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

NOW, THEREFORE, BE IT RESOLVED THAT:

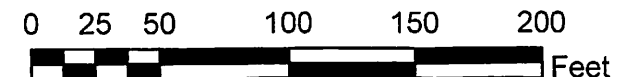
1. Said special assessment roll as prepared by the City Assessor in the amount of \$11,115.28 is hereby confirmed and shall be known as Special Assessment Roll No. 2014-04.
2. Said special assessment roll shall be divided into five installments, the first of which shall be due and payable on December 1, 2014, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2014.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2014 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

City of Owosso

First to Clark SPECIAL ASSESSMENT



JUNE, 11 2014



2014-04 First to Clark BLK 2

SPECIAL ASSESSMENT ROLL

With Bids Price

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	AMOUNT ON BS&A
800	W. Oliver	670-002-016	67.25	1	67.25	\$20.65	\$ 1,388.71	\$ 1,388.71
802	W. Oliver	670-002-017	67.25	1	67.25	\$20.65	\$ 1,388.71	\$ 1,925.61
804	W. Oliver	670-002-018	67.25	1	67.25	\$20.65	\$ 1,388.71	\$ 1,698.46
806	W. Oliver	670-002-019	67.25	1	67.25	\$20.65	\$ 1,388.71	\$ 1,977.24
806	W. Oliver	670-002-019	28.5	1	28.5	\$20.65	\$ 588.53	
804	W. Oliver	670-002-018	15	1	15	\$20.65	\$ 309.75	
802	W. Oliver	670-002-017	26	1	26	\$20.65	\$ 536.90	
515	Clark	670-002-015	134.5	1	134.5	\$20.65	\$ 2,777.43	\$ 2,777.43
640	First	670-002-014	65.27	1	65.27	\$20.65	\$ 1,347.83	\$ 1,347.83
			538.27		538.27		\$11,115.28	\$11,115.28

Special Assessment Resolution No. 5 for Block 13 of Original Plat, Public Alley

Special Assessment District No. 2014-05

Alley bounded by Williams Street, Ball Street, Mason Street and Water Street.

RESOLUTION NO.

**DISTRICT NO. 2014-05
BLOCK 13 OF ORIGINAL PLAT, PUBLIC ALLEY
SPECIAL ASSESSMENT RESOLUTION NO. 5**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Block 13 of Original Plat, public alley resurfacing, and

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

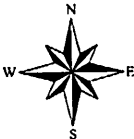
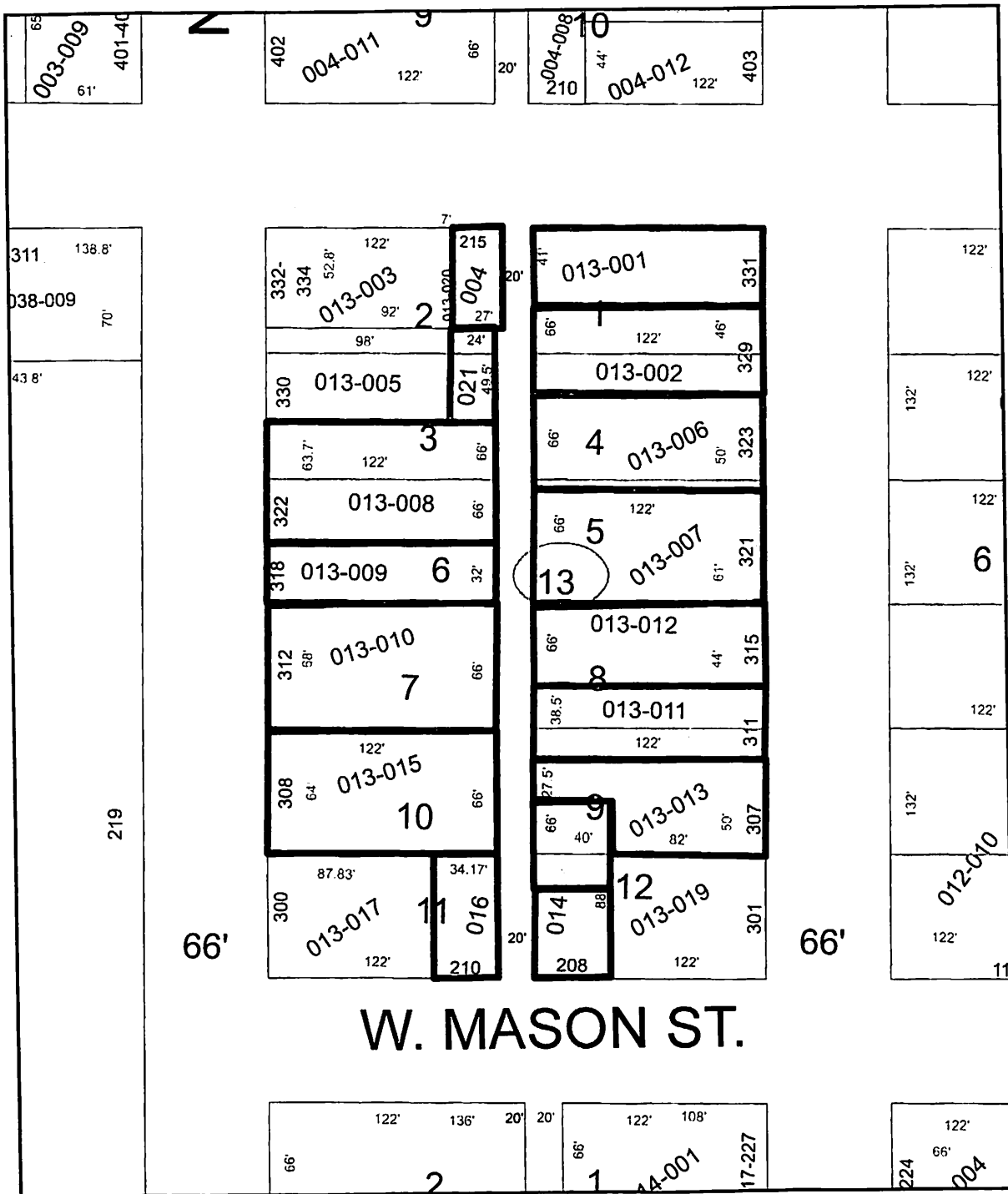
NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$16,150.85 is hereby confirmed and shall be known as Special Assessment Roll No. 2014-05.
2. Said special assessment roll shall be divided into five installments, the first of which shall be due and payable on December 1, 2014, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2014.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1 2014 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

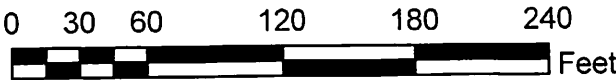
2014-05

City of Owosso

Mason to Williams
SPECIAL ASSESSMENT



JUNE,11 2014



2014-05 Mason to Williams BLK 13

SPECIAL ASSESSMENT ROLL With Bids Price

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT
308	Water	470-013-015	64	1	64	\$20.47	\$1,310.08
312	Water	470-013-010	68	1	68	\$20.47	\$1,391.96
316	Water	470-013-009	32	1	32	\$20.47	\$655.04
322	Water	470-013-008	63.7	1	63.7	\$20.47	\$1,303.94
		470-013-021	49.5	1	49.5	\$20.47	\$1,013.27
215	Williams	470-013-004	52.8	1	52.8	\$20.47	\$1,080.82
331	Ball	470-013-001	41	1	41	\$20.47	\$839.27
329	Ball	470-013-002	46	1	46	\$20.47	\$941.62
323	Ball	470-013-006	50	1	50	\$20.47	\$1,023.50
321	Ball	470-013-007	61	1	61	\$20.47	\$1,248.67
215	Ball	470-013-012	41	1	41	\$20.47	\$839.27
311	Ball	470-013-011	38.5	1	38.5	\$20.47	\$788.10
307	Ball	470-013-013	27.5	1	27.5	\$20.47	\$562.93
		470-013-022	40	1	40	\$20.47	\$818.80
208	Mason	470-013-014	48	1	48	\$20.47	\$982.56
210	Mason	470-013-016	66	1	66	\$20.47	\$1,351.02
			789		789		\$16,150.85

Special Assessment Resolution No. 5 for Block 4 of Original Plat, City of Owosso, Public Alley

Special Assessment District No. 2014-06

Alley bounded by Oliver Street, Ball Street, Williams Street and Water Street.

RESOLUTION NO.

**DISTRICT NO. 2014-06
BLOCK 4 OF ORIGINAL PLAT, PUBLIC ALLEY
SPECIAL ASSESSMENT RESOLUTION NO. 5**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Block 4 of Original Plat, public alley resurfacing, and

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

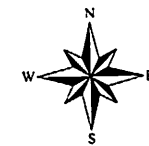
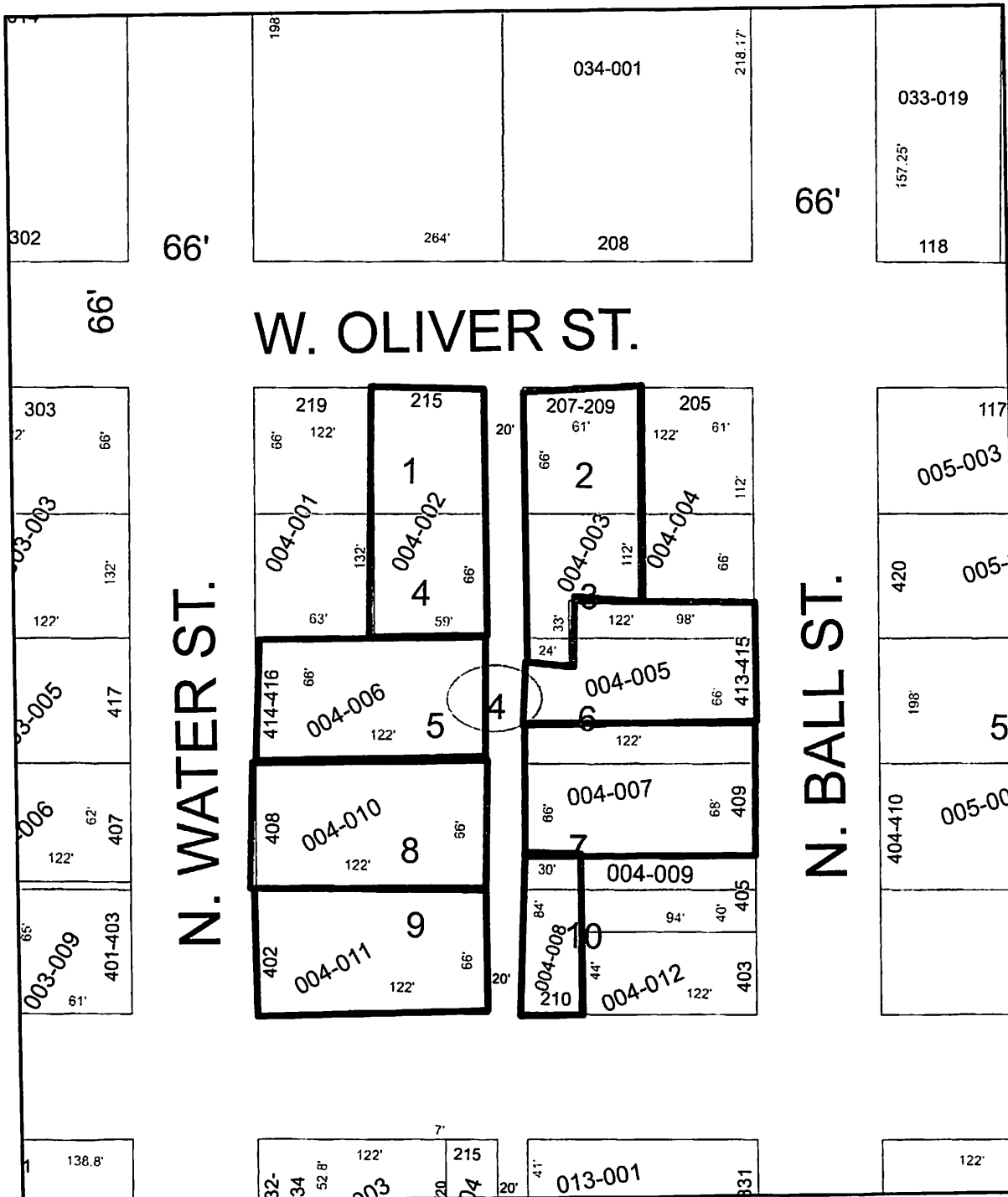
NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$10,018.80 is hereby confirmed and shall be known as Special Assessment Roll No. 2014-06.
2. Said special assessment roll shall be divided into five installments, the first of which shall be due and payable on December 1, 2014, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2014.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2014 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

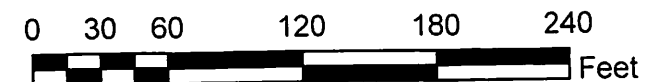
City of Owosso

Williams to Oliver

SPECIAL ASSESSMENT



JUNE, 11 2014



2014-06 Williams to Oliver BLK 4

SPECIAL ASSESSMENT ROLL

With Bids Price

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT
402	Water	470-004-011	66	1	66	\$15.18	\$1,001.88
408	Water	470-004-010	66	1	66	\$15.18	\$1,001.88
414-416	Water	470-004-006	66	1	66	\$15.18	\$1,001.88
215	Oliver	470-004-002	132	1	132	\$15.18	\$2,003.76
207-209	Oliver	470-004-003	145	1	145	\$15.18	\$2,201.10
413-415	Ball	470-004-005	33	1	33	\$15.18	\$500.94
409	Ball	470-004-007	68	1	68	\$15.18	\$1,032.24
210	Williams	470-004-008	84	1	84	\$15.18	\$1,275.12
			660		660		\$10,018.80

September 7, 2014

Owosso City Clerk
301 West Main Street
Owosso, MI 48867

To whom it may concern,

The undersigned is hereby requesting that this letter is to serve as public record of our objection and appeal to the alley resurfacing assessment being placed on our property. Our home is located at 402 N. Waters Street which is on the Northeast corner of Waters and Williams streets. Our garage and driveway approach is located and accessed from Williams street. We do not utilize the alley to access our property. Your notice of assessment states "property owners that benefit from the improvements". The alley behind my property does not benefit me in any way, shape or form. If the alley were to be closed completely, it would not affect my property. Due to the fact that I will receive no benefit from this project, this assessment should be assessed to the entire city of home owners in Owosso. Again, your notice states "property owners that benefit from the improvements". This assessment is unjust, unfair and extreme. Perhaps a mistake has been made regarding this assessment and the alley project. It is obvious by driving by my home that I am not using the alley and therefore I will not benefit from this project. Your understanding in this matter is greatly appreciated and I look to hearing from you regarding a resolution to this matter.

Very truly yours,

Stanley and Paula Beltowski

Special Assessment Resolution No. 5 for Block 5 of Original Plat, City of Owosso, Public Alley

Special Assessment District No. 2014-07

Alley bounded by Oliver Street, Ball Street, Williams Street and Washington Street.

RESOLUTION NO.

**DISTRICT NO. 2014-07
BLOCK 5 OF ORIGINAL PLAT, PUBLIC ALLEY
SPECIAL ASSESSMENT RESOLUTION NO. 5**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Block 5 of Original Plat, public alley resurfacing, and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$14,058.00 is hereby confirmed and shall be known as Special Assessment Roll No. 2014-07.
2. Said special assessment roll shall be divided into five installments, the first of which shall be due and payable on December 1, 2014, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2014.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2014 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

2014-06 Williams to Oliver BLK 5

SPECIAL ASSESSMENT ROLL With Bids Price

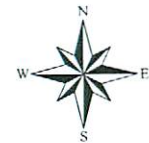
ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT
117	W. Oliver	470-005-003	66	1	66	\$21.30	\$ 1,405.80
420	Ball	470-005-002	66	1	66	\$21.30	\$ 1,405.80
404-410	Ball	470-005-001	198	1	198	\$21.30	\$ 4,217.40
110	W. Williams	470-005-007	66	1	66	\$21.30	\$ 1,405.80
405-407	N. Washingto	470-005-006	66	1	66	\$21.30	\$ 1,405.80
415	N. Washingto	470-005-005	33	1	33	\$21.30	\$ 702.90
429	N. Washingto	470-005-004	165	1	165	\$21.30	\$ 3,514.50
			660		660		\$ 14,058.00

2014-07

City of Owosso

Williams to Oliver

SPECIAL ASSESSMENT



June 16, 2014





MEMORANDUM

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

DATE: September 11, 2014

TO: Mayor Frederick and the Owosso City Council

FROM: Susan Montenegro
Asst. City Manager/Community Development Director

SUBJECT: Conduct first reading and set a public hearing for October 6, 2014 to receive citizen comment regarding request to rezone the parcel commonly known as 408 N. Water Street, from RM-1, Multi-Family Residential District, to OS-1, Office Service District.

RECOMMENDATION:

The Planning Commission and city staff recommend city council set a public hearing for October 6, 2014 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed rezoning request.

BACKGROUND:

The City is in receipt of a rezoning request from Robert Zalokar to rezone the parcel located at 408 North Water Street from RM-1, Multi-Family Residential District to OS-1, Office Service District. He plans on establishing his office in the home.

The Planning Commission, after mailing notices and holding a public hearing, voted at its regular meeting on August 25, 2014 to rezone parcel 050-470-004-010-00, also known as 408 N. Water Street. The rezoning request is in line with other uses along this street.

Current zoning on this block is RM-1, Multiple Family Residential. Adjacent blocks south of Oliver Street carry mostly the RM-1, OS-1 Office Service District, or B-3 Central Business District designations. The Master Plan indicates the following:

7.5 MULTIPLE FAMILY RESIDENTIAL

The multiple-family residential classification is intended to provide opportunities for affordable housing and alternatives to traditional subdivision development. Permitted uses within this district are apartment structures, townhouses, elderly housing, and convalescent or nursing homes. This type of development is encouraged to locate in areas well served by the existing transportation network and where the amenities of urban living may be best provided and enjoyed.

Multiple-family developments may serve as a transitional land use, one which buffers one- and two-family units from commercial properties or the impacts associated with major transportation corridors and nodes. Multiple-family developments must be served adequately by essential public facilities and services such as water and sewer, storm drainage, and refuse disposal. Due to the higher density and trip generation potential of multiple-family developments, these uses should be sited so that ingress and egress is provided directly from a major thoroughfare or collector street.

The city should consider this use as a potential use to integrate with other uses such as office and neighborhood commercial uses in mixed use projects. The city should also consider design guidelines or zoning requirements for this use that would allow structures to be built using a more traditional urban design, with smaller setbacks and increased pedestrian amenities. The recommended residential density is ten to fifteen units per acre, depending on the dwelling unit type. This classification corresponds to the RM-1 multiple family residential zoning district. This use would be ideal for senior housing or other dense housing on the periphery of downtown.

Note: Details regarding the Planning Commission consideration of this request can be found in the August 25, 2014 minutes which are included as a Communication with this packet.

FISCAL IMPACTS:

There are no direct fiscal impacts for the City.

Document originated by: Susan Montenegro

RESOLUTION NO.

**AN ORDINANCE AMENDING CHAPTER 38 ZONING
OF THE CODE OF ORDINANCES
TO REZONE A PARCEL OF REAL PROPERTY ON
408 N. WATER STREET
AND AMEND THE ZONING MAP**

WHEREAS, the city of Owosso received a petition from Robert Zalokar owner of real property identified as 408 North Water Street, parcel 050-470-004-010-00, to rezone the parcel from RM-1 Multi-Family Residential District to OS-1 Office Service 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; and

WHEREAS, the Planning Commission finds that the proposed rezoning meets the intent and criteria for a zoning amendment as it relates to the master plan and the zoning ordinance; and

WHEREAS, the City staff and Planning Commission recommend, without reservations or conditions, the rezoning of parcel 050-470-004-010-00, 408 N. Water Street from a RM-1 multi-family residential district to a OS-1 office service district; and

WHEREAS, the item must now be considered by City Council and a public hearing by the Council is required before any such ordinance amendment can be acted upon.

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

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

Indicate a zoning classification of OS-1 Office Service District for parcel 050-470-004-010-00.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, October 6, 2014 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 3. NOTICE. Council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the city.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

8/25

APPLICATION FOR REZONING
CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, TX 989-725-0540, FX 989-723-8854

Note to Applicants:

1. In order that this application may be processed, the applicant must completely fill in the application and make a payment of Three Hundred Dollars (\$300) to the Treasurer's Office, to cover costs associated with the processing. Checks are to be made out to "City of Owosso".
2. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.
3. Application must be received by the end of the previous month before Planning Commission meeting. The City Council will address the rezoning the month after a Planning Commission meeting makes its recommendations for the rezoning.

TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the Zoning Map as hereinafter requested,

1. PROPERTY TO BE REZONED: Street Address 408 N Water St.
Description: (lot, block or metes and bounds) Victorian Style with
carriage house. 1,476 sq. ft.
Frontage in Feet 64 Depth in Feet 132
2. PROPERTY OWNERSHIP: (Name, Address, and Phone Number) 989-725-9113
Lorraine Weckwert 1011 Shawasee, Owosso
3. ZONING REQUEST Current Zoning Res. Requested Zoning OS1
Proposed Use of the Property Professional Svc Office - 1 professional

Indicate why, in your opinion, the requested change is consistent with the Ordinance in prompting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the City of Owosso:

Appearance of structure both out and inside
would remain as is. Very minimal business
traffic - only one (1) professional and one (1) employee.
We would park behind alley access. Client - park in front.
The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

(Signature of Applicant)

(Signature of Co-Applicant)

(Address)

(Phone)

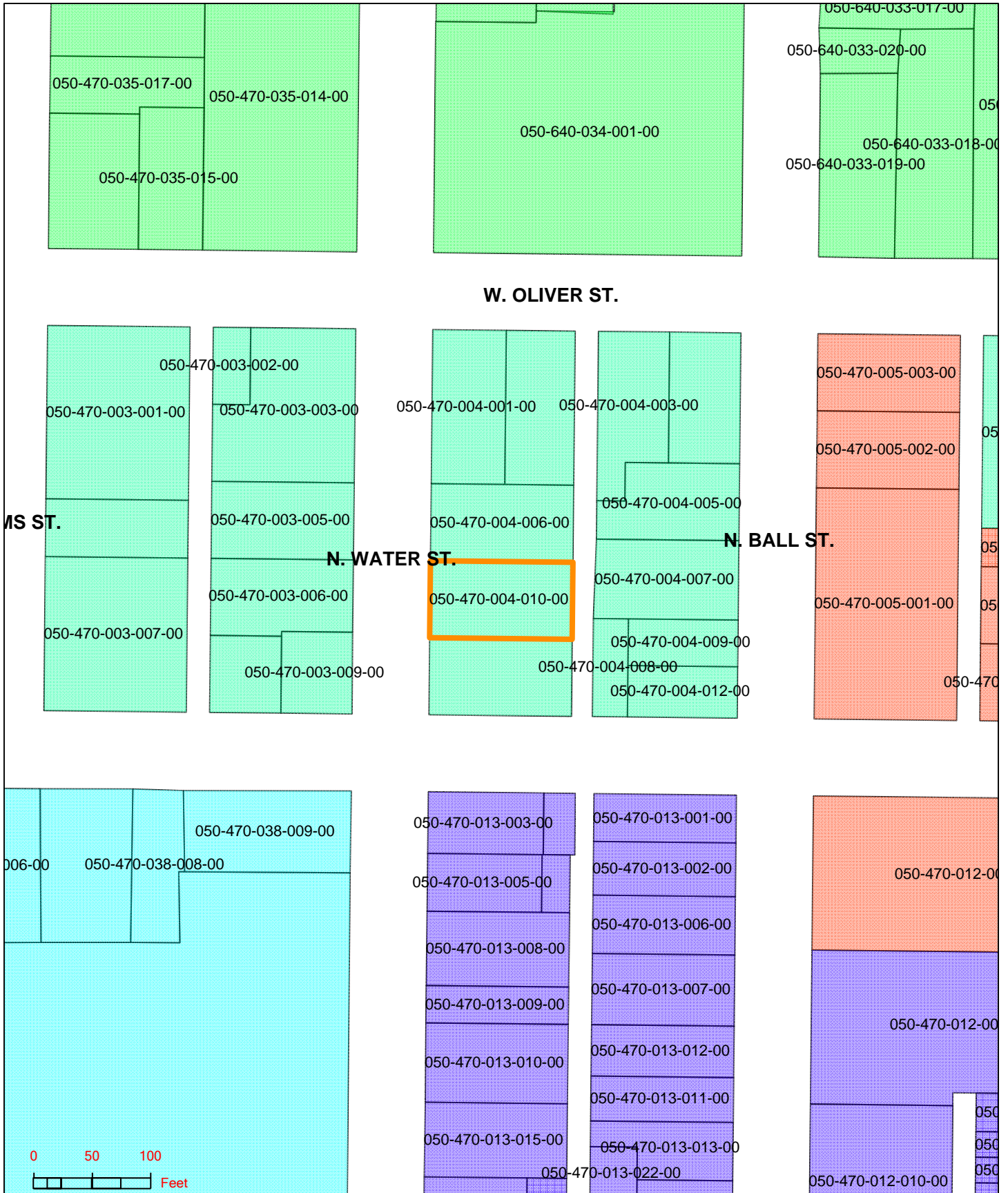
___ Legal Representative

___ Owner

☒ Option to Purchase

Robert Zalokar

OWOSSO





MEMORANDUM

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

DATE: September 2, 2014

TO: City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Resolution to award 2014 Alley Resurfacing Contract

RECOMMENDATION:

I recommend City Council accept the bid from Mike & Son Asphalt, Inc. (Bath, MI), award a contract to them in the amount of \$52,580.00, and approve payment up to the contract amount for the 2014 Alley Resurfacing Program.

BACKGROUND:

On August 12, 2014, the city received bids from interested contractors for the 2014 Alley Resurfacing Program. This work is necessary to resurface the following public alleys:

- Block 2 of H N and S A Williams Addition
- Block 13 of Original Plat, City of Owosso
- Block 4 of Original Plat, City of Owosso
- Block 5 of Original Plat, City of Owosso

Mike & Son Asphalt, Inc. is the confirmed low-bidder.

FISCAL IMPACTS:

Funds for this work are available in the Special Assessment Account No. 203-463-818.000.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE 2014 ALLEY RESURFACING PROGRAM
WITH MIKE & SON ASPHALT, INC.**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the surface of certain public alleys has deteriorated and that replacement is advisable, necessary and in the public interest; and

WHEREAS, the City of Owosso sought bids for milling and asphalt resurfacing of the work sites as listed within contract documents of the 2014 Alley Resurfacing Program; a bid was received from Mike & Son Asphalt, Inc., and it is hereby determined that Mike & Son Asphalt, Inc., is qualified to provide such services and that it has submitted the lowest responsible and responsive bid; and

WHEREAS, a series of public hearings will be held on September 2, 2014 regarding the alleys that are part of the said bid; and

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

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Mike & Son Asphalt, Inc., for milling and asphalt resurfacing services as part of the 2014 Alley Resurfacing Program.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services between the City of Owosso and Mike & Son Asphalt, Inc., in the amount of \$52,580.00, contingent upon approval of each of the listed alleys to be specially assessed.

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

FOURTH: The above expenses shall be paid from the proceeds of Special Assessment Account No. 203-463-818.000.

CITY OF OWOSSO BID TABULATION SHEET

DATE 8/12/2014DEPT. Public WorksSUBJECT: 2014 Alley Resurfacing

ITEM #	DESCRIPTION	EST. QTY	UNIT	Michigan Paving and Materials Co.		Mike & Son Asphalt, Inc.		One Way Asphalt Paving & Excavating	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Sawcutting	60	LFT	\$ 10.000	\$ 600.00	\$ 3.000	\$ 180.00	\$ 1.250	\$ 75.00
2	Pavement, Remove	250	SFT	\$ 5.00	\$ 1,250.00	\$ 2.00	\$ 500.00	\$ 0.30	\$ 75.00
3	Cold Milling & Shaping HMA Pavement	2,000	SYD	\$ 6.35	\$ 12,700.00	\$ 6.00	\$ 12,000.00	\$ 3.75	\$ 7,500.00
4	Aggregate Base, LM, Modified	20	TON	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 60.00	\$ 1,200.00
5	Tempory Lowering of Drainage Casting	1	EA	\$ 750.00	\$ 750.00	\$ 775.00	\$ 775.00	\$ 450.00	\$ 450.00
6	Drainage Structure Reconstruction	1	VFT	\$ 750.00	\$ 750.00	\$ 775.00	\$ 775.00	\$ 1,500.00	\$ 1,500.00
7	HMA, 13A	250	TON	\$ 96.00	\$ 24,000.00	\$ 85.00	\$ 21,250.00	\$ 130.00	\$ 32,500.00
8	HMA, 36A	125	TON	\$ 145.00	\$ 18,125.00	\$ 108.00	\$ 13,500.00	\$ 139.00	\$ 17,375.00
9	Traffic Control	1	LSUM	\$ 4,385.00	\$ 4,385.00	\$ 2,800.00	\$ 2,800.00	\$ 800.00	\$ 800.00
TOTAL BID				\$ 63,560.00		\$ 52,580.00		\$ 61,475.00	

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

PURCH.

AGENT:

STAFF

REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:

12/17/1412/17/14MARY A. SEDAK[Signature]MIKE & SONS



MEMORANDUM

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

DATE: September 10, 2014

TO: City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: State Salt Contract 071B1300340 (Early Shipment)

RECOMMENDATION: I recommend City Council award a purchase order to North American Salt Company in the amount of \$46,644.00 and approve payment up to the purchase order amount, for the early shipment of 600 ton of road salt at \$77.74 a ton.

BACKGROUND: The State of Michigan has taken bids for road salt. North American Salt Company was the low bidder for the early shipment of salt at \$77.74/ton for 600 tons. Higher salt prices are a reflection of last year's harsh winter and possible availability problems.

FISCAL IMPACTS: The above expenses shall be paid from the Local and Major Street Funds.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH
NORTH AMERICAN SALT COMPANY
FOR THE SUPPLY OF ROAD SALT (EARLY SHIPMENT)**

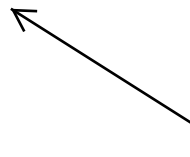
WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a duty to keep its streets safe during the winter months; and

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

WHEREAS, in order to obtain the best price, it is in the best interest of the city of Owosso to waive competitive bidding requirements and utilize State-wide Contract No. 071B1300340 held by North American Salt Company for the purchase of road salt at \$77.74 per ton of salt.

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 waive competitive bidding requirements and purchase 600 tons of road salt from North American Salt Company in the amount of \$46,644.00 for the 2014-15 winter season.
- SECOND: The contract between the City and North American Salt Company shall be in the form of a City Purchase Order, with reference to State of Michigan Contract No. 071B1300340.
- THIRD: The accounts payable department is authorized to pay North American Salt Company for road salt satisfactorily received, up to the purchase order amount.
- FOURTH: The above expenses shall be paid from Local and Major Street Funds.



A link to the full text of the contract can be found on-line as a part of the meeting packet.



MEMORANDUM

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

DATE: September 10, 2014

TO: City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: State Salt Contract 071B1300339 (Seasonal Backup)

RECOMMENDATION:

I recommend City Council award a purchase order to The Detroit Salt Company, LLC in the amount of \$98,892.00 and approve payment up to the purchase order amount, for the shipment of 1800 tons of salt at \$54.94/ton.

BACKGROUND:

The State of Michigan has taken bids for road salt. The Detroit Salt Company LLC of Detroit, Michigan was the low bidder for seasonal backup salt supply at \$54.94/ton for 1800 tons.

FISCAL IMPACTS:

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

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH
THE DETROIT SALT COMPANY. LLC
FOR THE WINTER SUPPLY OF ROAD SALT (SEASONAL SHIPMENT)**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a duty to keep its streets safe during the winter months; and

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

WHEREAS, in order to obtain the best price, it is in the best interest of the city of Owosso to waive competitive bidding requirements and utilize State-wide Contract No. 071B1300339 held by The Detroit Salt Company, LLC for the purchase of road salt at \$54.94 per ton of salt.

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 waive competitive bidding requirements and purchase 1800 tons of road salt from The Detroit Salt Company, LLC in the amount of \$98,892.00 for the 2014-15 winter season.
- SECOND: The contract between the City and The Detroit Salt Company, LLC shall be in the form of a City Purchase Order, with reference to State of Michigan Contract No. 071B1300339.
- THIRD: The accounts payable department is authorized to pay The Detroit Salt Company, LLC for road salt satisfactorily received, up to the purchase order amount.
- FOURTH: The above expenses shall be paid from Local and Major Street Fund.



A link to the full text of the contract
can be found on-line as a part of the
meeting packet.



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

MEMORANDUM

DATE: For September 15, 2014 Council Agenda (Consent Item)

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Wastewater Plant – Extension of Lease Agreement for Screening Equipment
Duperon Leasing and Sales, LLC. – Up to 12 Months at \$1,815 per month

Staff requests Council authorization for extension of the existing lease agreement for wastewater screening equipment with Duperon Leasing and Sales, LLC for a term of up to 12 months at a rate of \$1,815 per month beginning October 1, 2014.

Last fall Council approved a 12 month lease for screening equipment at the Wastewater Treatment Plant with Duperon Corporation (a Saginaw based Company) at the rate of \$2,605 per month. The screening equipment was delivered October 1, 2013, installed and in operation shortly thereafter. The lease has subsequently been assigned to Duperon Leasing and Sales, LLC for Duperon's cost accounting purposes. We would like to continue the lease on a month to month basis for up to an additional 12 months at a reduced rate of \$1,805 per month (total not-to-exceed \$21,780 for up to 12 months).

The lease arrangement allows us to determine if the screening equipment technology fits our plant needs and to determine what additional equipment and modifications would be necessary for long term operation, which would require two screening units. We have determined that the Duperon screening equipment generally meets our requirements and is a significant improvement over the previous JWC "Auger Monsters (combination grinding and screening units). We have evaluated other screening designs and manufacturers and visited several other alternate equipment installations at other Michigan municipal wastewater plants. We have not found any alternate screening equipment that would be a better fit for our treatment plant. We find the screening equipment has markedly improved over the last several years with a trend toward finer screens and more removal at this pretreatment stage. While this finer screening results in improved operation and reduced maintenance on downstream equipment and processes, it also results in more screenings volume and may necessitate the need for screenings washing, compaction and mechanical transfer equipment.

We are currently evaluating Duperon's newly developed 1/8 inch screen (current rental unit is 1/4" screen spacing) and assessing the cost-effectiveness of going to a finer screen. We are also evaluating installation modifications we find necessary for proper functioning in cold weather (last winter was a severe test for the screens which are outside units). Once we settle these issues we will proceed to finalize plans and specifications and seek bids for the screening equipment and installation. In the interim we would like to continue the equipment lease on a month to month basis for up to 12 months. We have negotiated the reduced monthly rate since the delivery and set-up costs were accounted for in the first year rate. As before if the City ends up purchasing Duperon screening equipment, we can apply 50% of the lease payments toward the new equipment cost.

GMB

Enc.

RESOLUTION NO.

**AUTHORIZING EXTENSION TO AN EXISTING
LEASE AGREEMENT WITH
DUPERON LEASING & SALES, INC
FOR SCREENING EQUIPMENT FOR THE WASTEWATER PLANT
AT \$1,815 PER MONTH FOR UP TO 12 MONTHS**

WHEREAS, the City and Duperon Corporation entered a lease agreement dated September 10, 2013 for full scale demonstration of wastewater screening equipment for up to 12 months, beginning with equipment delivery through September 30, 2014 at a rate of \$2,605 per month; and

WHEREAS, Duperon Corporation has subsequently assigned the lease to Duperon Leasing & Sales, Inc., and

WHEREAS, the City is desirous of extending the lease agreement to further explore the options of the equipment; and

WHEREAS, both parties agree to the extension of the equipment lease on a month to month basis for up to an additional 12 months at a reduced monthly rate of \$1,805 beginning October 1, 2014,

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to extend the lease for wastewater screening equipment from Duperon Leasing & Sales, Inc. on a month to month basis at the rate of \$1,815 per month for up to an additional 12 month term.
- SECOND: The Mayor and City Clerk are hereby authorized to sign the attached document, Amendment No. 1 to Equipment Lease Agreement, between the City of Owosso and Duperon Leasing & Sales, Inc. extending the existing Lease Agreement, with all terms of the original contract unchanged, save the monthly lease rate.
- THIRD: The accounts payable department is authorized to submit the initial and subsequent monthly payments to Duperon Corporation pursuant to the agreement up to \$21,780.00.
- FOURTH: The above expenses shall be paid from the Wastewater Plant Fund.

AMENDMENT NO. 1 TO EQUIPMENT LEASE AGREEMENT

This amendment made the ____ day of September, 2014, is to extend and amend the September 10, 2013 Equipment Lease Agreement between the City of Owosso ("OWOSSO") and Duperon Leasing & Sales, Inc., 1200 Leon Scott Ct., Saginaw, MI 48601, as assigned by Duperon Corporation ("DUPERON"). The following paragraphs of the Lease Agreement are amended as follows. All other lease provisions continue without change.

1. Term. The initial 12 month lease term will conclude September 30, 2014. Thereafter, the lease term will continue on a month to month basis not to exceed 12 months or September 30, 2015. OWOSSO shall provide 30 days notice of intent to terminate the lease and return the lease equipment.
2. Lease Payments. OWOSSO shall pay to DUPERON rent for use of the Leased Equipment in the amount of \$1,815 per month beginning October 1, 2014. Rent shall be payable on a monthly basis and shall be due the 1st day of each month. Lease payments shall be made by OWOSSO to DUPERON at DUPERON'S address as set forth above, unless otherwise designated in writing.
3. Security Deposit. The previous security deposit has been applied to the August and September 2013 monthly lease payments. Owosso agrees to renew the security deposit in the amount of \$3,630 prior to September 30, 2014, that amount being equal to the first and last months lease payment. Any security deposit not applied to monthly lease payments shall be promptly returned to Owosso following return of the lease equipment in good order.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 to the September 10, 2013 master Lease Agreement the day and year first written above.

DUPERON LEASING AND SALES, LLC

(Witness for Duperon)

By:

Its:

CITY OF OWOSSO

(Witness for Owosso)

By:

Its:

EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT made the 16th day of SEPTEMBER, 2013, by and between the Lessor, **DUPERON CORPORATION**, a Michigan Corporation, of 1200 Leon Scott Ct, Saginaw, Michigan 48601, ("DUPERON"), and the Lessee, City of Owosso, 301 W Main, Owosso, Michigan 48867 ("OWOSSO"). DUPERON and OWOSSO may also be collectively referred to as the "parties".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Insurance.** OWOSSO shall be responsible for any loss or damage to the Leased Equipment. OWOSSO, at its sole cost, shall provide and maintain during the term of this Lease, an insurance policy naming Duperon as a Loss Payee, covering Duperon for All Risks of physical damage or loss. The limit of insurance for the leased equipment shall be a minimum of the total lease value.

OWOSSO shall also carry general liability limits of at least \$1,000,000 per occurrence and a \$2,000,000 aggregate naming Duperon as an additional insured on a primary noncontributory basis.

Subject to DUPERON's right to reject an insurance company or agent on the basis of reasonable standards, OWOSSO will purchase the required insurance coverage from an insurance company of OWOSSO's choice. In the event OWOSSO shall fail to pay for or provide any insurance specified as the responsibility of OWOSSO, DUPERON at its option may pay for such insurance and add the amount paid to the next monthly Lease payment due from OWOSSO. OWOSSO will promptly notify DUPERON of any accident or incident which may result in an insurance claim.

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

as determined by an appraiser chosen by DUPERON. On such payment, this Lease shall terminate with respect to that portion of the Leased Equipment so paid for and OWOSSO shall become entitled to that portion of the Leased Equipment, to the extent that it exists, as owner.

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

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

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

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

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

OWOSSO EXPRESSLY UNDERSTANDS THAT DUPERON IS ONLY OFFERING AN EXPRESS WARRANTY WITH RESPECT TO THE LEASED EQUIPMENT. DUPERON FURTHER MAKES NO REPRESENTATIONS WITH REGARD TO THE LEASED EQUIPMENT'S FITNESS FOR OWOSSO'S INTENDED PURPOSE. DUPERON, HOWEVER, WILL TAKE ANY STEPS REASONABLY WITHIN ITS POWER TO MAKE AVAILABLE TO OWOSSO ANY MANUFACTURER'S OR SIMILAR WARRANTY APPLICABLE TO THE LEASED EQUIPMENT. DUPERON SHALL NOT BE LIABLE TO OWOSSO FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE LEASED EQUIPMENT, BY ANY INADEQUACY OF, OR DEFECT IN, THE LEASED EQUIPMENT, OR BY ANY INCIDENT IN CONNECTION WITH THE LEASED EQUIPMENT.

18. **Return.** At the end of the term of this Lease and unless OWOSSO purchases the Leased Equipment in accordance with the terms of this Lease, OWOSSO shall, at its own expense, return the Leased Equipment to DUPERON in as good condition as when received, reasonable wear and tear excepted.

19. **Assignment.** This Lease is not assignable or transferable by OWOSSO without DUPERON's written consent, which consent shall not be unreasonably withheld. DUPERON may assign the Lease without the consent of OWOSSO. OWOSSO shall further be prohibited from subletting, lending or sub-leasing all or any portion of the Leased Equipment, or permit the Leased Equipment to be used by anyone other than OWOSSO or OWOSSO's employees.

20. **Holding Over.** If OWOSSO shall remain in possession of the Lease Equipment, after the termination or expiration of this Lease, OWOSSO shall acquire no rights with respect to the Leased Equipment and the Lease Agreement shall be month-to-month, unless OWOSSO purchases the Leased Equipment.

21. **Suspension of Obligations of DUPERON.** The obligations of DUPERON under this Lease shall be suspended to the extent that DUPERON is hindered or prevented from complying with this Lease because of a labor dispute, acts of God, fires, storms, accidents, governmental regulations, governmental interferences, or any other cause beyond the control of DUPERON.


22. **Limitation and Waiver.** No delay or omission to exercise any right, power, or remedy accruing to DUPERON on any breach or default of OWOSSO under this Lease shall impair any such right, power, or remedy of DUPERON, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or in any similar breach or default occurring subsequently; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring previously or subsequently. Any waiver, permit, consent or approval of any kind or character on the part of DUPERON of any breach or default under this Lease, or any waiver on the part of DUPERON of any provision or condition of this Lease, must be in writing and shall be effective only to the extent that it is specifically set forth in the writing. All remedies, either under this Lease or by law, or otherwise afforded to DUPERON, shall be cumulative and not alternative.

23. **Waiver of Offsets.** OWOSSO waives any existing and future claims and offsets against Lease payments or other payments due under this Lease, and agrees to pay the Lease payments and any other amounts due and owing DUPERON regardless of any offsets or claim that OWOSSO may assert, or which may be asserted, on OWOSSO's behalf.

24. **General Construction/Miscellaneous.** This Agreement and all other documentation executed in accordance herewith shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Michigan. It is deemed by the parties that each has executed this Agreement in Saginaw County, Michigan, each party consenting to the jurisdiction thereof. The individuals executing this Agreement on behalf of DUPERON and OWOSSO represent that they are authorized to execute this document and bind their respective companies. This Agreement and the covenants herein contained shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Words of any


gender shall be held to include the other gender and the words in the singular number shall be held to include the plural when the context so requires. Unless the context clearly indicates to the contrary, time shall be deemed to be of the essence in the interpretation of this Agreement. Section titles have been utilized for convenience and are not part of this Agreement or interpretive of any of its language or intent. This Agreement sets forth the entire agreement of the parties on the subjects contained herein. All prior agreements between the parties on those subjects have been merged herein. Each party acknowledges that they have not agreed to, or relied on any representation, inducement or condition not set forth in this Agreement. No modification of this Agreement shall be effective unless in writing and executed by all parties. The invalidation or unenforceability of one or more of the provisions of this Agreement shall not affect the validity of the remaining provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the Agreement or its provisions.

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

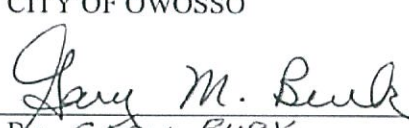

DUPERON CORPORATION, CONTROLLER
(As to Both Parties)

DUPERON CORPORATION, a Michigan Corporation


By: TAMMY L. BERNIER
Its: President


CITY OF OWOSSO
(As to Both Parties)

CITY OF OWOSSO


By: GARY BURK
Its: UTILITIES DIRECTOR

Enclosures:
Duperon Proposal #6868 R1
Duperon Terms and Conditions

EQUIPMENT SCHEDULE

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

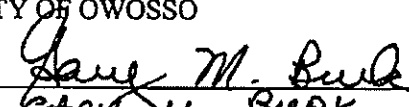
Equipment:

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

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

Price is valid for 30 days.

CITY OF OWOSSO


By: GARY M. BURK
Its: UTILITIES DIRECTOR



202 S. WATER • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 •

MEMORANDUM

DATE: August 28, 2014

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Accumed Billing Service Agreement

Recommend City Council approve a five (5) year contract with Accumed Billing, Inc. for the billing of the City of Owosso Ambulance services. Accumed is a privately held and operated business in Riverview, MI.

The City of Owosso signed a five (5) year agreement with Accumed in June 2010 that is due to expire next year. The current software provided to the City of Owosso by Accumed billing has reached end of life and will require the City of Owosso to agree to a separate subscription agreement with ESO Solutions as the software provider for medical billing. The attached contract with Accumed will be the same length as the subscription agreement with ESO Solutions and payment to ESO is handled via the Accumed contract.

The City of Owosso has used Accumed as our medical billing services provider since 2005. During the life of our contract with Accumed, the City of Owosso has received excellent customer support and service for all of our medical billing needs.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT FOR
PROFESSIONAL BILLING AND CLAIMS MANAGEMENT SERVICES WITH
ACCUMED BILLING, INC.**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that providing ambulance and fire services to the residents of Owosso is advisable, necessary and in the public interest; and

WHEREAS, it is necessary to obtain professional billing and claims management services for the collection of service charges from individuals, insurance companies, Medicare and public aid related to the provision of said ambulance and fire services; and

WHEREAS, the billing and collection of charges for services is difficult because of complex procedures and regulations, which require the skills of a billing and claims management service firm.

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 the firm AccuMed Billing, Inc. to provide professional billing and claims management services for fire and EMS services.

SECOND: The mayor and city clerk are hereby instructed and authorized to sign the document attached as Exhibit 1, Billing Services Agreement with AccuMed Billing, Inc., with a service fee of 7.75% of monies collected.

BILLING SERVICE AGREEMENT

AccuMed: **AccuMed Billing, Inc.**
 a Michigan corporation
 P.O. Box 2122
 Riverview, MI 48192

Phone: **(734) 479-6300**

Facsimile: **(734) 479-6319**

Customer: Owosso Public Safety Department
 202 S. Waters Street
 Owosso, Michigan 49967

Contact: Kevin Lenkart

Phone: (989) 725-0585

Facsimile: (989) 725-0522

Effective Date: **November 1, 2014 or the 1st day of the month immediately following the date this Agreement is accepted by AccuMed, whichever is later.**

THIS BILLING SERVICE AGREEMENT ("Agreement") is made by and between AccuMed and Customer.

THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE A PART OF THIS AGREEMENT. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. CUSTOMER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY ACCUMED AT ITS OFFICE IN THE STATE OF MICHIGAN.

TERMS AND CONDITIONS

1. SERVICES.

A. From the Effective Date to the date of the termination of this Agreement AccuMed agrees to perform those activities which are reasonably necessary to invoice on behalf of Customer the following services provided by Customer (check the applicable boxes):

- ☒ Emergency Medical Services ("EM Services")
- ☐ EM Services provided by Customer prior to the Effective Date ("Old EM Services").
- ☒ Fire Services, including insurance only billing if that box is checked in 4 A ("Fire Services"). For purposes of this Agreement the term "Fire Services" shall include services provided by Customer, excluding EM Services, which AccuMed agrees to invoice on behalf of Customer, such as, but not limited to, Haz Mat, Extrication, stand-by suppression and similar services.

Further AccuMed agrees to provide to Customer the following software solutions and hardware products (check the applicable boxes):

- ☒ Electronic Patient Care Reporting described in Schedule A ("ePCR").
- ☐ Hardware products described in Schedule B ("Hardware").

B. Customer acknowledges and agrees that: (i) during the term of this Agreement all relevant information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills; (ii) AccuMed is not responsible for the accuracy of any of the back-up documentation relating to the selected services identified in Section 1.A.; (iii) AccuMed is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting errors in documentation relating to the selected services identified in Section 1.A.; (iv) Customer has reviewed with its legal counsel its rights and obligations under the law and represents and warrants that it has the authority under applicable federal, state and local law and regulations to implement, enforce and collect the costs and/or fees for the selected services; and (v) Customer shall defend, indemnify and hold AccuMed harmless from all

liabilities, costs and expenses (including actual attorney's fees) related or arising out of the services AccuMed performs relating to the selected services identified in Section 1.A.

C. AccuMed shall begin processing all invoices for services rendered by Customer within a reasonable time following the date AccuMed receives accurate and complete information, which will permit it to perform its services identified in Section 1.A. of this Agreement, such information shall include, but not necessarily be limited to: the amount Customer charges for its services, fully completed incident reports which satisfy all signature requirements, including the then current Medicare signature and authorization requirements, demographic, procedure, charge, diagnosis and treatment related information, Advance Beneficiary Notice, Physician's Certification Statement, copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports as well as such other information and documentation as AccuMed shall reasonably request (collectively the "Billing Information"). AccuMed shall promptly notify Customer if AccuMed fails to process such invoices within thirty (30) days of AccuMed's receipt of accurate and complete Billing Information. Customer agrees that AccuMed shall have no liability or responsibility for any change or changes made by Customer to any of the Billing Information, until AccuMed has accepted in writing such change or changes. Customer agrees that it must use AccuMed's approved forms to make any change or changes to the Billing Information and that such change or changes shall only be effective as of the date AccuMed accepts such change or changes in writing.

D. Customer shall have the right to request AccuMed to direct the payment of all Customer funds and the delivery of all Customer correspondence in one of two ways (i) to AccuMed's then current Post Office Box, or (ii) to a lock box established, controlled and paid for by Customer. Such request shall be in writing and shall be implemented by AccuMed as soon as reasonably practical following its receipt of such written request. AccuMed shall have no right to negotiate checks and funds payable to Customer. AccuMed shall instruct all prospective payers billed for the selected services identified in Section 1.A. to make all funds payable to Customer. If AccuMed receives Customer funds directly, it will deposit those Customer funds into a nationally recognized bank account designated by Customer in writing to AccuMed which has a physical location that is reasonably accessible to AccuMed.

Such bank account shall be established, controlled and paid for by Customer. AccuMed shall not co-mingle Customer funds with AccuMed funds at any time.

2. TERM. Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). At the end of the Initial Term and except as otherwise provided in this Agreement, this Agreement shall renew for additional one (1) year terms until canceled by either party, by giving to the other written notice of such cancellation not more than ninety (90) days nor less than thirty (30) day's prior to the expiration of the current term.

3. CUSTOMER'S OBLIGATIONS AND AUTHORIZATION REQUIREMENTS.

A. Customer agrees that, during the term of this Agreement, all Billing Information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills for Customer.

B. Customer agrees to provide any and all information which AccuMed may, from time to time, request in order for it to perform its services hereunder, including, but not limited to, complete, accurate and prompt (i) Billing Information, including incident reports, which satisfy all signature requirements, including Medicare's then current signature and authorization requirements (ii) notification to AccuMed of names of each person or entity who has paid an invoice billed by AccuMed on the Customer's behalf and (iii) all supplemental forms and reports required for billing such as, but not limited to, Advanced Beneficiary Notice, Physician's Certification Statement and a copy of the Advanced Life Support incident report when receiving intercept services. With respect to all payments received by Customer for services, specifically including Fire Services, that were billed by AccuMed, Customer agrees to give written notice to AccuMed stating the name of the payee and the amount received by Customer for said services within fourteen (14) days of Customer's receipt of such payment.

C. Customer hereby authorizes AccuMed to use its provider numbers and agrees to execute any and all documentation, which may be necessary in connection therewith.

D. In the event Customer at any time uses ePCR software, Customer hereby authorizes AccuMed to access and use such information available on such ePCR software that is reasonably necessary to assist AccuMed in performing its services under this Agreement.

E. Customer agrees that AccuMed, including but not limited to its employees, representatives, contractors and agents, shall not be required to travel to visit Customer's location(s) or for any other reason connected with Customer's business more than one (1) time in any consecutive twelve (12) month period. In the event Customer requests more than one (1) such visit within said time period, all out of pocket expenses incurred in connection therewith shall be paid by Customer upon receipt of an invoice from AccuMed.

4. PAYMENT AND COLLECTION.

A. Customer agrees to pay AccuMed for all payments made on accounts billed by AccuMed in the following amounts (check the applicable boxes):

- ☒ An amount equal to 7.75% of the amount collected each month for EM Services based upon an annual billable run volume of 2,021 subject to the provisions of 4 G below.
- ☒ An amount equal to 7.75% of the amount collected each month for Fire Services.
- ☒ For ePCR software the fee payable in the amount and in the manner set forth in Schedule A hereto. In addition the name of the ePCR software supplier, a description of the software, the value of the software and the anticipated annual run volume are also set forth in Schedule A hereto. Further, Customer also agrees to pay (i) the amount of all increases charged by the ePCR software, including but not limited to increases as a result in an increase in the annual run volume; and (ii) all taxes, if any, charged by the ePCR software supplier.
- ☐ For the Hardware described in Schedule B hereto the fee payable in the amount and in the manner set forth in Schedule B.

B. AccuMed shall invoice Customer on a monthly basis for the services provided under this Agreement. Customer agrees to pay each such invoice by the 28th day of the month in which the invoice is issued. In the event AccuMed receives more than one (1) payment for its services with respect to an invoice processed by AccuMed on behalf of Customer, AccuMed agrees to refund to Customer the amount it receives that is in excess of the amount AccuMed is entitled to under the terms of this Agreement.

C. Any amounts which Customer fails to pay by the last day of the month in which the invoice is issued, shall bear interest at the rate of one and one-half (1-1/2%) percent per month or the maximum monthly rate permitted by applicable law, whichever is less, from the day on which payment was due, as specified above in 4.B. until said amount is paid in full. Further, Customer agrees to pay all costs and expenses, including actual attorney's fees, which AccuMed incurs in collecting any past due amounts from Customer.

D. If Customer refunds amounts collected or waives payment of any amount billed by AccuMed for any reason other than (i) it is a refund of a duplicate payment, or (ii) it is because of a breach by AccuMed of its obligations under this Agreement; AccuMed shall be entitled to retain the fees paid by Customer in connection therewith or in the case of a waiver Customer agrees to pay AccuMed the fee AccuMed would have been entitled but for such waiver. If AccuMed has not

yet been paid its fees in connection therewith, Customer shall remain obligated to pay the fees in accordance with this Agreement.

E. Customer acknowledges that all proceeds received by Customer as a consequence of AccuMed's services rendered hereunder are deemed held in trust for AccuMed's benefit in an amount equal to the amount of all fees due to AccuMed hereunder for such services. Any other provision of this Agreement notwithstanding, in the event Customer has amounts which are past due to AccuMed, AccuMed shall have a lien upon and security interest in all records or proceeds otherwise belonging to Customer (including the right to apply such proceeds to any amounts which are past due) in AccuMed's or Customer's possession, for all amounts due AccuMed by Customer.

F. In the event the box relating to providing ePCR software is checked in Section 4 A above and AccuMed has agreed to pay the ePCR software supplier all or a portion of the fees for the ePCR software and/or AccuMed has agreed to supply at no cost to Customer Hardware, then the provisions of this 4 F shall apply. If AccuMed agrees to supply Hardware a description of such Hardware shall appear on Schedule B hereto together with the value of the Hardware (the "Initial Value") and the fees and the manner of payment of those fees to be paid by Customer to AccuMed for the Hardware. Customer shall be owner of the Hardware and shall be fully responsible for all maintenance, repairs and replacements of the Hardware of every kind. The warranty obligations of AccuMed for the Hardware will in all respects conform and be limited to the warranty extended by the manufacturer of the Hardware, if transferable. The sole remedy available to Customer with respect to defects in the Hardware will be against the manufacturer under any applicable manufacturer's warranty to the extent available to Customer. WHETHER OR NOT THE MANUFACTURER WARRANTY IS TRANSFERRED OR AVAILABLE TO CUSTOMER, ACCUMED MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE HARDWARE, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER IN NO EVENT WILL ACCUMED BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF DEFECTIVE HARDWARE. CUSTOMER ASSUMES FULL RESPONSIBILITY THAT THE HARDWARE SUPPLIED UNDER THE AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF CUSTOMER, AND ACCUMED MAKES NO REPRESENTATION WITH RESPECT TO THEM. There shall be no initial charge to Customer for the Hardware. Provided, however, in the event this Agreement, the Agreement between the ePCR software provider and Customer or both is/are terminated by any party to those agreements for any reason whatsoever and whether with or without cause at any time prior to the end of the Initial Term of this Agreement set forth in Section 2 (for purposes of the ePCR Early Termination Fee a termination prior to the Initial Term or any renewal term shall apply); Customer shall pay to AccuMed within thirty (30) days from the date such termination becomes effective the Hardware Early Termination Fee together with the ePCR Early Termination Fee, whichever or both is/are applicable. The Hardware Early Termination Fee shall be determined by dividing the Initial Value by the number of months of the Initial Term set forth in Section 2 and multiplying that result by the number of months remaining in the Initial Term following the date the termination becomes effective. The ePCR Early Termination Fee shall be equal to the fees paid and/or owed by AccuMed to the ePCR software supplier for the remaining months of the Initial Term or any renewal term following the date the termination becomes effective. In the event the termination becomes effective on a date other than the last day of a month, the month in which the termination becomes effective will be counted as a full month remaining in the term.

G. In the event that either or both of the boxes relating to EM Services is checked in Section 4 A above and there is a decrease of five (5%) percent or more in the stated annual billable run volume, or an increase in total annual run volume, which necessitates a ePCR software fee increase, then Customer agrees to negotiate in good faith with AccuMed to increase the percentage payable to AccuMed for all amounts collected for those EM Services. In the event AccuMed and Customer are unable to reach an agreement within thirty (30) days from the date AccuMed gives written notice to Customer that it desires to negotiate such increase, then AccuMed shall have the right to terminate this Agreement by giving fifteen (15) days prior written notice of termination to Customer.

H. Any other provision of this Agreement notwithstanding, in the event (i) AccuMed issues to Customer a Collection Detail Report stating that AccuMed has exhausted its efforts to collect the amount due to Customer, (ii) the account is then assigned to a third party debt collection agency and (iii) thereafter a payment is made on such account; Customer will not be obligated to pay AccuMed the fees that would otherwise be due under this Agreement for that account.

5. BUSINESS ASSOCIATE AGREEMENT. AccuMed and Customer agree to be bound by the terms and conditions of the Business Associate Agreement attached hereto on Schedule C and as the same may from time to time be amended.

6. TERMINATION.

A. Either party has the right to terminate this Agreement on thirty (30) days' written notice of termination to the other, if (i) the other party defaults on any of its material obligations under this Agreement (excluding Customer's payment obligations, which shall be controlled by Section 6.B.) and such party has not begun to cure such default (which cure must be diligently pursued in a timely manner until completed) within fifteen (15) days after written notice of such default is delivered; (ii) a court having appropriate jurisdiction enters a decree or order for relief in respect of the other party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (iii) the other party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

B. AccuMed will have the right to terminate this Agreement as provided in Section 4 G; further AccuMed will have the right to terminate this Agreement, which may in AccuMed's sole discretion be effective on any date including immediately upon delivery of notice thereof to Customer, if Customer defaults on its payment obligations under Section 4.

C. In the event this Agreement is terminated by either party whether with or without cause the ePCR Early Termination Fee and the Hardware Early Termination Fee defined in Section 4 F shall apply.

7. TERMINATION PROCEDURES.

A. In the event of termination of this Agreement under the provisions of Sections 2 or 6, AccuMed shall, on the effective date of such termination (the "Termination Date"), cease to accept new Billing Information from Customer, but may, at AccuMed's sole discretion (i) continue to perform for a period ninety (90) days following the Termination Date (the "Wind Down Period") its services relating to Billing Information received prior to the Termination Date, in which case Customer shall be obligated to pay AccuMed all amounts invoiced to Customer through the end of the Wind Down Period in accordance with the provisions of Section 4 hereof, or (ii) discontinue all services effective as of the Termination Date, in which case Customer shall be obligated to pay the amounts invoiced by AccuMed for work performed through the Termination Date in accordance with the provisions of Section 4 hereof.

B. Provided Customer has made full payment of all amounts due and owing to AccuMed and AccuMed has reasonable grounds to believe that future amounts owed to it will be paid by Customer in a timely manner (together the "Transitional Pre-Conditions"), AccuMed agrees to provide to Customer reasonable assistance following the Termination Date to transition the services formerly provided by AccuMed back to Customer or to a third party selected by Customer. Customer agrees to promptly pay AccuMed's reasonable costs and expenses incurred in connection with said transitional services. AccuMed shall have no obligation to provide any transitional assistance to Customer until the Transitional Pre-Conditions shall, in AccuMed's sole discretion, have been met to its satisfaction.

8. CUSTOMER AUDITS. Customer will have the right under this Agreement to engage, at the sole expense of Customer, independent auditors (the "Auditors") (provided that such persons are not employed by or in any manner affiliated with any entity that performs services substantially similar to any services then being provided by AccuMed) for the purpose of performing audits that may be considered necessary by Customer to determine the accuracy and correctness of the accounting

and internal control performed and maintained by AccuMed. AccuMed will cooperate by furnishing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors. Prior to performing such audits, Customer will cause the Auditors and Customer to execute an agreement to maintain the confidentiality of any information they receive about AccuMed's and, if applicable, the ePCR software provider's computer programs and software it employs, inventions, processes, trade secrets, technical information, know-how, plans, specifications, identity of customers and identity of suppliers, financial plans, patient records, its business practices, including but not limited to those relating to, its accounts payable, accounts receivable and billing systems such agreement to be in the form and substance satisfactory to AccuMed in its sole discretion. Customer agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of AccuMed's operations, and shall not be performed more than once during any consecutive twelve (12) month period. Customer agrees to promptly pay to AccuMed all out of the ordinary costs and expenses AccuMed incurs relating to the audit.

9. OPERATING DISCLAIMER. Customer acknowledges that AccuMed has incentive to perform its services hereunder in a timely and proficient manner but that the timing and amount of collections generated by its services are subject to numerous variables beyond the control of AccuMed. THEREFORE, ACCUMED DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE TIMING AND AMOUNT OF COLLECTIONS GENERATED BY ITS SERVICES. Notwithstanding the foregoing, AccuMed agrees to perform its services hereunder in accordance with industry standards and applicable laws, rules and regulations.

10. LIMITATION OF LIABILITY. AccuMed shall exercise commercially reasonable efforts to prevent the loss or destruction of Customer's records. In the event of error or omission in the performance of its services, AccuMed will re-perform the services at no additional cost to Customer. Customer acknowledges that Customer shall be responsible for the accuracy of the codes, fees, Billing Information, and all other data provided to AccuMed for use in the provision of its services. Notwithstanding the foregoing, it is expressly understood and agreed that AccuMed's sole obligation for any breach of this Agreement or failure to meet its obligations hereunder is limited to the obligation of AccuMed to return all monies paid it by Customer relating to the bill or bills in question. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO EVENT SHALL ACCUMED BE LIABLE FOR DIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, REPRESENTATION, WARRANTY OR TORT, ARISING OUT OF THIS AGREEMENT.

11. NOTICES. Any notice required or permitted to be delivered hereunder shall be (i) delivered in person; (ii) sent by certified mail, return receipt requested, or by national overnight delivery service to the address set forth above; or (iii) by facsimile transmission to the facsimile phone number set forth above, until written notice of change of address or facsimile number has been delivered in the manner set forth herein. Such notice shall be deemed to have been received on the day it was personally delivered or sent by facsimile transmission or the date it was received in the case of mailing or overnight delivery.

12. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to fire, accident, labor dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

13. WAIVER. The failure of either party to enforce any term or condition of this Agreement shall not be construed as a waiver by such party of such term or condition, nor shall a waiver of any breach of a term or condition of this Agreement on any one occasion constitute a waiver of any subsequent breach of the same or similar term or condition.

14. ENTIRE AGREEMENT/MODIFICATION. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived or discharged orally, but only by an instrument duly signed by the party against which enforcement of the changes, waiver or discharge is sought; provided, however, changes made in order to comply with the provisions of HIPAA shall be deemed accepted and made a part of this Agreement without said signed instrument unless the party receiving such change within thirty (30) days of its receipt thereof delivers written notice to the other party that such change is not acceptable.

15. BINDING EFFECT/ASSIGNMENT. Except as otherwise provided in this Section 15, neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, AccuMed shall have the right without obtaining Customer's consent to assign this Agreement and all rights and obligations hereunder to any successor of AccuMed due to acquisition, whether by sale of stock or assets, merger, consolidation, reorganization or otherwise. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assignees of the parties hereto and upon such assignment by AccuMed, AccuMed shall be released from all further obligations.

16. INDEPENDENT CONTRACTOR. The parties agree that Customer shall exercise no control over the activities or operations of AccuMed, other than to enforce the specific obligations of AccuMed under this Agreement, and further agree that their relationship is as independent contractors.

17. SEVERABILITY. If any term or provision contained in this Agreement shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be considered independent and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree that, to the extent allowed by law, any such term or provision found to be invalid, illegal or unenforceable shall be reinterpreted or adapted by the parties in such a way that the intended business purpose of such term or provision is achieved to the maximum extent possible.

18. GOVERNING LAW. As to all matters, including, validity, construction and effect, this Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan without regard to its principles of conflicts of laws.

19. JURISDICTION. Customer consents and agrees that the following courts shall have personal jurisdiction over Customer and all lawsuits relating or arising out of this Agreement: (a) all courts included within the state court system of the State of Michigan; and (b) all courts of the United States of America sitting within the State of Michigan including, but not limited to, all of the United States District Courts sitting within the State of Michigan. Customer waives any defense of lack of personal jurisdiction or inconvenient forum in these courts.

IN WITNESS WHEREOF the parties have signed this Agreement on the dates set forth below their signatures hereto.

ACCEPTANCE

ACCEPTANCE:

ACCUMED BILLING, INC.

(CUSTOMER NAME)

BY: _____
(AUTHORIZED SIGNATURE)

BY: _____
(AUTHORIZED SIGNATURE)

NAME:

NAME: _____
(PRINT OR TYPE NAME AND TITLE)

DATE _____

DATE: _____

SCHEDULE A
ePCR FEE, PAYMENT SCHEDULE, SUPPLIER NAME, SOFTWARE DESCRIPTION, VALUE AND
ANTICIPATED ANNUAL RUN VOLUME

ePCR Supplier: ESO Solutions, Inc., a Texas corporation ("ESO")

Total Anticipated Billable Annual Run Volume:

Payment Method: Customer \$4,342.50 payment from May 19, 2014 funds the period of May 1, 2014 through April 30, 2015. A payment of \$2,171.25 is due May 1, 2015 to fund the period of May 1, 2015 through October 31, 2015, which is necessary to align the Effective Date of this Agreement. November 1, 2015 and each November 1 thereafter during the Initial and Renewal Terms of this Agreement, \$4,342.50 is due.

Description of the ePCR Product provided and the Current Cost Thereof:

Below is a description of the product being provided by ESO and the current costs being charged to AccuMed by ESO based upon the anticipated annual Run volume.

AccuMed Pay:

Product	Quantity	List Price	Discounts	Total Price	Line Item Description
ePCR Suite w/Quality Management 1,250-2,500 Incidents	1.00	\$ 5,795.00	\$ 869.00	\$ 4,926.00	Annually Reoccurring
ePCR Mobile	4.00	\$ 695.00	\$ 2,780.00	\$ -	One Time Cost
Interface - Monitor	0.00	\$ 3,995.00	\$ -	\$ -	One Time Cost
Interface - CAD	0.00	\$ 9,995.00	\$ -	\$ -	One Time Cost
Billing Interface	1.00	\$ 2,995.00	\$ 2,995.00	\$ -	One Time Cost
Services Training	1.00	\$ 995.00	\$ 995.00	\$ -	One Time Cost
Services - Training Travel Costs	1.00	\$ 1,000.00	\$ 1,000.00	\$ -	One Time Cost
Year 1 Fee				\$ 4,926.00	
Subsequent Initial Term Annual Fee				\$ 4,926.00	

SCHEDULE B
DESCRIPTION OF HARDWARE, INITIAL VALUE
AND HARDWARE FEES AND PAYMENT METHOD

None Provided

SCHEDULE C
BUSINESS ASSOCIATE AGREEMENT.

A. AccuMed and Customer agree to comply with the obligations applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, as amended ("HIPAA"), and with the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act and related regulations, as amended (the "HITECH Act") to protect the privacy of Personal Health Care (or Protected Health) Information ("PHI") as delivered, collected, processed or obtained as a result of the performance of their respective responsibilities under this Agreement.

B. AccuMed and Customer agree that AccuMed may use and disclose PHI, including but not limited to manually, verbally and through electronic medium, which AccuMed obtains from Customer for the following purposes.

- (i) For the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of services provided by Customer to its patients.
- (ii) Preparation of reminder notices and documents pertaining to collections of overdue accounts.
- (iii) Submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Customer to its patients and to appeal denials of such payments.
- (iv) For the proper management and administration of AccuMed to permit AccuMed to carry out its legal responsibilities as a business associate.
- (v) For other uses or disclosures of PHI as are permitted by HIPAA provided AccuMed complies with the requirements of HIPAA and the HITECH Act.
- (vi) For such other uses or purposes as may be required by law.

C. In connection with its obligations under the HIPAA Privacy Rule, AccuMed agrees that it will:

- (i) not use or further disclose PHI except as permitted under this Agreement or required by law;
- (ii) use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- (iii) to mitigate, to the extent practicable, any harmful effect that is known to AccuMed of a use or disclosure of PHI by AccuMed in violation of this Agreement;
- (iv) report to Customer any use or disclosure of PHI not provided for by this Agreement of which AccuMed has knowledge;
- (v) take appropriate action to assure that any agents or subcontractors to whom AccuMed provides PHI or who have access to PHI through AccuMed agree to the same restrictions and conditions that apply to AccuMed with respect to PHI;
- (vi) make PHI available to Customer or as directed by Customer to an individual who has a right of access under HIPAA in accordance with the applicable Federal regulations;

- (vii) incorporate any amendments to PHI in accordance with the applicable Federal regulations when notified to do so by Customer;
- (viii) provide an accounting of the uses or disclosures of PHI made by AccuMed in accordance with the applicable Federal regulations;
- (ix) make its internal practices, books and records relating to the use and disclosure of PHI available to Customer and/or the Secretary of the Department of Health and Human Services for HIPAA and HITECH Act compliance purposes;
- (x) at the termination of this Agreement, return or destroy all PHI created or received by AccuMed on behalf of Customer and if return is infeasible, the protection of this Agreement will extend to such PHI so long as AccuMed maintains such information;
- (xi) in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of AccuMed agree to the same restrictions, conditions, and requirements that apply to AccuMed with respect to such information; and,
- (xii) comply with the provisions of the HIPAA Privacy Rule applicable to Customer in the event AccuMed becomes obligated hereunder to carry out any portion of Customer's obligations under said Privacy Rule.

D. In connection with its obligations to comply with HIPAA and the HITECH Act, Customer agrees that:

- (i) Customer has the primary responsibility to retain all PHI that it has delivered to AccuMed and shall also be primarily responsible to respond and deliver such PHI to those entitled to it under the provisions of HIPAA;
- (ii) Customer will obtain any consent, authorization or permission that may be required by HIPAA, applicable state laws and/or regulations prior to furnishing AccuMed the PHI pertaining to an individual; and
- (iii) Customer will inform AccuMed of any PHI that is subject to any arrangements permitted or required of Customer under HIPAA that may materially impact in any manner the use and/or disclosure of PHI by AccuMed including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in HIPAA and the regulations issued pursuant thereto and/or agreed to by Customer.

E. HIPAA Security Rule.

AccuMed, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to HIPAA and the HITECH Act, regarding the security of electronic protected health information ("e-PHI") that is received as a result of any of the services provided hereunder. In conformity therewith, AccuMed agrees that it will:

- (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the applicable Federal regulations;
- (ii) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of the applicable Federal regulations;
- (iii) Ensure that any agent of AccuMed, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to

protect all protected health information including e-PHI in accordance with the applicable Federal regulations, including compliance with the same restrictions and conditions that apply throughout this Agreement to AccuMed with respect to such information; and

(iv) Report to the Customer any security incident of which it becomes aware.

F. AccuMed, in its capacity as a Business Associate, will carry out its obligations under this Agreement in compliance with the applicable provisions of the HITECH Act; provided, however, these obligations shall only directly apply to AccuMed in its capacity as a Business Associate it being agreed that AccuMed is not obligated to assume or undertake any obligations or requirements for which Customer (who is the Covered Entity) is responsible. This provision includes all subsequent, updated, amended or revised provisions of the Act. In conformity therewith, AccuMed agrees that it will:

(i) Notify Customer following the discovery of a breach of unsecured PHI, without unreasonable delay, and in no case later than as required by the HITECH Act. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach.

(ii) Secure all PHI, in any form, through the use of the technology or methodology as specified in the applicable regulations.

G. Customer, as a "creditor" and covered entity under the Identity Theft Rules found at 16 CFR Part 681 (commonly known as the "Red Flag Rules") has a duty to exercise appropriate and effective oversight of its providers including AccuMed. AccuMed agrees to assist Customer with Customer's obligations under the Red Flag Rules as follows

(i) Ensure that its activities for Customer are conducted in accordance with the reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft that Customer has developed and delivered to AccuMed in writing.

(ii) Ensure that any agent or third party who performs services on AccuMed's behalf in connection with covered accounts of Customer, including a subcontractor, agrees to conduct all its activities in accordance with the reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft that Customer has developed and delivered to AccuMed in writing.

(iii) Alert Customer of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred.

H. Notwithstanding any other provisions of this Agreement, upon Customer's reasonable determination that AccuMed has violated any material term or provision of this Business Associate Agreement section pertaining to Customer's obligations under HIPAA, the HITECH Act, or the Red Flag Rules or if AccuMed engages in conduct which would, if committed by Customer, result in a violation of HIPAA, the HITECH Act, or the Red Flag Rules by Customer, Customer shall provide AccuMed written notice of that violation and sufficient detail to enable AccuMed to understand the specific nature of that violation and afford AccuMed a reasonable opportunity to cure the violation; provided, however, that if AccuMed fails to cure the violation within a reasonable time specified by Customer, Customer may terminate this Agreement.

I. Both parties agree as follows:

(i) To negotiate and amend this Business Associate Agreement section, from time to time, as necessary to comply with any amendment to any provision of HIPAA, the HITECH Act, or the Red Flag Rules or their implementing regulations including, but not limited to, any privacy regulation, which materially alters either parties or both parties obligations under this Business Associate Agreement section;

(ii) The terms of this Business Associate Agreement section shall be construed in light of any applicable interpretation or guidance on HIPAA and/or its implementing regulations issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time, and under the HITECH Act and/or its implementing regulations and under the Red Flag Rules; and

(iii) Nothing contained in this Agreement, including this Business Associate Agreement section, shall confer upon any person or entity other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Customer agrees to:

(i) Comply with all obligations applicable to covered entities under the HIPAA and the HITECH Act and the rules and regulations thereunder as well as the Red Flag Rules.

(ii) Provide AccuMed with the notice of privacy practices that Customer produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

(iii) Provide AccuMed with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect AccuMed's permitted or required uses and disclosures.

(iv) Notify AccuMed of any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 CFR § 164.522.

K. Any other provisions of this Agreement that are directly contradictory ("Contradictory Term") to one or more terms of this Business Associate Agreement section shall be superseded by the terms of this Business Associate Agreement section to the extent and only to the extent of the contradiction, only for the purpose of Customer's compliance with HIPAA or the HITECH Act (and their implementing regulations) or the Red Flag Rules and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Business Associate Agreement section.



202 S. WATER • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 •

MEMORANDUM

DATE: August 28, 2014

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: ESO Solutions Inc. – Billing and Reporting Software

Recommend City Council approve a subscription agreement with ESO Solutions Inc., from Austin Texas. ESO Solutions, Inc. is a software provider for businesses and municipalities including AccuMed Billing, Inc. The City of Owosso currently has a contract with AccuMed Billing, Inc. for the billing of Fire and Emergency Medical Services.

The current software package the City of Owosso uses to report to AccuMed Billing, Inc. will not be supported after June 30, 2015. ESO Solutions, Inc. will provide the City with new software for this purpose. As a part of their services to the City AccuMed has entered into a Services Payment Agreement with ESO Solutions, Inc. to relay payment on behalf of the City to ESO for the software and services they provide, said payments to be made utilizing the funds AccuMed collects for the City.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A SUBSCRIPTION AGREEMENT
WITH ESO SOLUTIONS, INC.**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, provides fire and EMS services to area residents; and

WHEREAS, the City has contracted with AccuMed Billing, Inc. to provide billing and claims management assistance for said services; and

WHEREAS, the services provided by AccuMed Billing, Inc. require the use of specific reporting software to relay necessary information for billing; and

WHEREAS, ESO Solutions, Inc. provides such software and support, and regularly works with AccuMed Billing, Inc.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ ESO Solutions, Inc. to provide reporting software for Fire and EMS billing in the amount of \$4,342.50 annually.
- SECOND: The mayor and city clerk are hereby instructed and authorized to sign the document attached, Subscription Agreement between ESO Solutions, Inc. and the city of Owosso.
- THIRD: Payment for said software and support will be paid by AccuMed Billing, Inc. on behalf of the city of Owosso, utilizing funds collected per the terms of the agreement with AccuMed Billing, Inc.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital of Texas Hwy, Building II-300, Austin, Texas 78759 ("ESO"), and Owosso Fire Department, with its principal place of business at 202 S. Waters Street Owosso, Michigan 49967 ("Customer") is made effective November 1, 2014 or the date ESO begins implementing Customer, whichever date is earlier (the "Effective Date").

RECITALS:

WHEREAS, ESO is in the business of providing software services (the "Services") to businesses and municipalities;

WHEREAS, Customer desires to obtain these Services from ESO, all upon the terms and conditions set forth herein;

WHEREAS, Customer has entered into a Billing Services Agreement (the "Billing Services Agreement") with The AccuMed Group, with its principal place of business at 23521 Telegraph, Brownstown, Michigan 48134 ("Billing Agent") pursuant to which Billing Agent has also agreed to provide services to Customer; and

WHEREAS Billing Agent has entered into a Services Payment Agreement with ESO (the "Payment Agreement") effective as of the Effective Date pursuant to which Billing Agent has agreed to pay to ESO on behalf of Customer the Subscription Fees or a portion of the Subscription Fees set forth in this Agreement (the "ESO Fees").

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Customer, the parties mutually agree to the following:

1. **Services.** ESO agrees to provide Customer the Services selected by Customer on Exhibit A attached hereto and incorporated by reference hereof. Customer agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by ESO regarding future functionality or features.
2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate on October 31, 2015. The Agreement shall automatically renew for successive renewal terms of one year, unless one party gives the other party written notice that the Agreement will not renew, at least thirty (30) days prior to the end of the current Term.
3. **Subscription Fees, Invoices and Payment Terms.**
 - a. Subscription Fees. Customer has chosen to have Billing Agent pay all or a portion of the ESO Fees on its behalf as indicated in Exhibit A. In the event that Billing Agent does not pay its portion of the ESO Fees on behalf of Customer as provided in Exhibit A and Customer elects in writing to continue receiving Services from ESO or Customer chooses to pay for a portion of ESO Fees (collectively, hereafter "Customer's Assumption of the Payment Obligation"), then Customer shall be responsible for any outstanding fees. The ESO Fees are invoiced annually in advance. ESO may evaluate Customer's usage and adjust Customer's invoice based on changes in Customer usage as indicated in Exhibit A.
 - b. Payment of Invoices. In the event of Customer's Assumption of the Payment Obligation, then Customer shall pay the full amount of invoices within thirty (30) days of Customer's receipt of said invoices (the "Due Date"). Customer is responsible for providing complete and accurate billing and contact information to ESO and to notify ESO of any changes to such information.
 - c. Disputed Invoices. In the event of Customer's Assumption of the Payment Obligation and Customer in good faith disputes a portion of an invoice, Customer shall remit to ESO, by the Due Date, full payment of the undisputed portion of the invoice. In addition, Customer must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the Customer believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting Customer's claim. If Customer does not notify ESO of a disputed invoice by the Due Date, Customer shall have waived its right to dispute that invoice. Any disputed amounts reasonably determined by ESO to be payable shall be due

within ten (10) business days of Customer's receipt of such written determination, which shall be accompanied by written documentation: (i) explaining why ESO believes the amount it determines is correct, (ii) what the correct amount is, and (iii) written evidence supporting ESO's determination.

4. Termination.

- a. Termination by Customer for Cause. If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer ("ESO Default"), Customer may terminate this Agreement without incurring further liability, except for the payment of all undisputed accrued but unpaid ESO Fees provided Customer's Assumption of the Payment Obligation has occurred. If ESO is unable to provide Service(s) for thirty (30) consecutive days due to a Force Majeure event as defined in Section 16a, *Force Majeure*, Customer may terminate the affected Service(s) without liability to ESO.
- b. Termination by ESO for Customer Default. ESO may terminate this Agreement with no further liability if (i) Customer's Assumption of the Payment Obligation has occurred and Customer fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within fifteen (15) days following written notice from ESO (collectively referred to as "Customer Default"). In the event of a Customer Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to Customer by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a Customer Default and Customer's Assumption of the Payment Obligation has occurred, Customer shall remain liable for all undisputed accrued Subscription Fees and other charges, and in that event Customer agrees to pay ESO's reasonable expenses (including attorney and collection fees) incurred in enforcing ESO's rights in the event of a Customer Default.

5. Delivery of Data upon Expiration or Termination of Agreement. If Customer requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4a or b above, ESO shall deliver to Customer its data, in machine readable format, on DVD or CD, at Customer's option. Customer shall reimburse ESO for the cost of the media on which Customer's data is delivered to Customer. If Customer wants the data to be delivered in a medium other than DVD or CD, ESO shall make reasonable and good faith efforts to accommodate Customer, provided that Customer supplies the medium on which the data is to be provided and shall pay for any additional cost incurred by ESO in accommodating this request.
6. System Maintenance. In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.
7. Access to Internet. Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.
8. Mobile Software. If Customer elects to use ESO's mobile Software (the "Software"), the provisions of this Section shall apply.
 - a. Use of Software. Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to Customer non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.

- b. **Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. Customer will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.
- c. **Mobile Software Interface Fee.** The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to Customer.
9. **Support and Updates.** During the term of this Agreement, ESO shall provide to Customer the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated hereof. ESO will also provide Updates to Customer, in accordance with Exhibit B.
10. **Other Services.** Upon request by Customer, ESO may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, customization, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.
11. **Title.** ESO hereby represents and warrants to Customer that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.
12. **Indemnification by Customer.** Customer will defend and indemnify ESO from any and all claims brought against ESO by third parties and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) Customer's misuse of the Services and/or Software, (ii) any services provided by Customer to third parties, or (iii) Customer's negligence, inaction or omission in connection with the services it provides to third parties.
13. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF CUSTOMER DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA FILES, PROGRAMS, PROCEDURE OR INFORMATION NOT CONTROLLED BY ESO, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES.
14. **Acknowledgements and Disclaimer of Warranties.** Customer acknowledges that ESO cannot guarantee that there will never be any outages in ESO's network and that no credits shall be given in the event Customer's access to ESO's network is interrupted. UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- 15. Confidential Information.** "Confidential Information" shall mean all information disclosed in writing by one party to the other party that is clearly marked "CONFIDENTIAL" or "PROPRIETARY" by the disclosing party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing party.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and the documents referred to herein and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

16. General Provisions.

- a. Force Majeure. Neither party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected party and occurs without such party's fault or negligence.
- b. Entire Agreement. This Agreement, including all exhibits, addenda, documents referred to herein and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) attached as Exhibit C hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is asserted.
- c. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to choice or conflict of law rules.
- d. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Austin, Texas, and shall be resolved under the laws of the State of Texas. The arbitration shall be conducted before a single arbitrator, who may be a private arbitrator, in accordance with the commercial rules and practices of the American Arbitration Association then in effect. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. All arbitration proceedings shall be conducted on a confidential basis.
- e. No Press Releases without Consent. Neither party may use the other party's name or trademarks, nor issue any publicity or public statements concerning the other party or the existence or content of this Agreement, without the other party's prior written consent. Notwithstanding, Customer agrees that ESO may use Customer's name and logo in ESO sales presentations, without Customer's prior written consent, during the Term of this Agreement, but only for the purposes of identifying the Customer as a customer of

ESO. Likewise, Customer may use ESO's name and logo to identify ESO as a vendor or provider for Customer.

- f. Aggregate Data Reporting. Customer hereby grants ESO the right to collect data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information ("PHI") unless permitted by law. Moreover, ESO will not identify Customer without Customer's consent.
- g. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- h. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- j. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile or email transmission. Notices must be delivered or sent to the parties' respective addresses set forth above or the facsimile number or email address set forth below their signatures hereto.
- k. Taxes. Unless otherwise required by law, Customer is responsible for and will remit (or will reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) assessed in connection with the Services and/or Software provided to Customer under this Agreement.
- l. Relationship of Parties. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Both ESO and Customer are independent contractors.
- a. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first written below.

ESO SOLUTIONS, INC.

CUSTOMER

By: _____

By: _____

Name: Chris Dillie

Name: _____

Title: President/CEO

Title: _____

Date: _____

Date: _____

Facsimile: (512) 687-5190

Email: chris.dillie@esosolutions.com

Facsimile: _____

Email: _____

**EXHIBIT A
SOFTWARE FEE SCHEDULE
AND DESIGNATION OF PAYMENT OBLIGATION**

Customer has selected the ESO Services listed below. Billing Agent has agreed to pay for all or a portion of the ESO Services on behalf of Customer, therefore also listed below is a designation of which ESO Services Billing Agent or Customer has agreed to pay.

AccuMed Pay:

Product	Quantity	List Price	Discounts	Total Price	Line Item Description
ePCR Suite w/Quality Management 1,250 -2,500 Incidents	1.00	\$ 5,795.00	\$ 869.00	\$ 4,926.00	Annually Reoccurring
ePCR Mobile	4.00	\$ 695.00	\$ 2,780.00	\$ -	One Time Cost
Interface - Monitor	0.00	\$ 3,995.00	\$ -	\$ -	One Time Cost
Interface - CAD	0.00	\$ 9,995.00	\$ -	\$ -	One Time Cost
Billing Interface	1.00	\$ 2,995.00	\$ 2,995.00	\$ -	One Time Cost
Services Training	1.00	\$ 995.00	\$ 995.00	\$ -	One Time Cost
Services - Training Travel Costs	1.00	\$ 1,000.00	\$ 1,000.00	\$ -	One Time Cost
Year 1 Fee				\$ 4,926.00	
Subsequent Initial Term Annual Fee				\$ 4,926.00	

EXHIBIT B
SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services ("Support Services") that ESO will provide and the service levels that ESO will meet.

1. Definitions.

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) "Customer Service Representative" shall be the person at ESO designated by ESO to receive notices of Errors encountered by Customer that Customer's Administrator has been unable to resolve.
- (b) "Error" means any failure of the Software to conform in any material respect with its published specifications.
- (c) "Error Correction" means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) "Priority A Error" means an Error that renders the Software inoperable or causes a complete failure of the Software.
- (e) "Priority B Error" means an Error that substantially degrades the performance of the Software or materially restricts Customer's use of the Software.
- (f) "Priority C Error" means an Error that causes only a minor impact on Customer's use of the Software.
- (g) "Update" means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Customers.
- (h) "Normal Business Hours" means 8:00 am to 5:00 pm Monday through Friday, Central Time Zone.

2. Customer Obligations.

Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Customer's employees. The Administrators will refer any Errors to ESO's Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. Support Services.

- (a) Scope. As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Customer during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.
- (b) Procedure.
 - (i) Report of Error. In reporting any Error, the Customer's Administrator will describe to ESO's Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
 - (ii) Efforts Required. ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO's Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to ESO outside Normal Business Hours	Time in Which ESO Will Commence Verification	Frequency of Periodic Status Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. ESO Server Administration.

ESO is responsible for maintenance of Server hardware. Server administration includes:

- (a) Monitoring and Response
- (b) Service Availability Monitoring
- (c) Backups
- (d) Maintenance
 - (i) Microsoft Patch Management
 - (ii) Security patches to supported applications and related components
 - (iii) Event Log Monitoring
 - (iv) Log File Maintenance
 - (v) Drive Space Monitoring
- (e) Security
- (f) Virus Definition & Prevention
- (g) Firewall

EXHIBIT C BUSINESS ASSOCIATES AGREEMENT

This Agreement (this "Agreement") is made and entered into as of the contract execution date by and between **ESO Solutions Inc.**, ("Business Associate") a State of Texas corporation, and **Owosso Fire Department** ("Covered Entity").

WHEREAS, Business Associate acknowledges that Covered Entity has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder; and

WHEREAS, Business Associate and Covered Entity are parties to an agreement (the "Service Agreement"), pursuant to which the fulfillment of the Parties' obligations thereunder necessitates the exchange of, or access to, data including individual identifiable health information,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of PHI or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party.")
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware, and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;

- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity;
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(i) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI;
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction;
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under the Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.

- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if, and to the same extent, Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees that Business Associate has not been excluded or has not been served a notice of exclusion or has not been served with a notice of proposed exclusion, or has not committed any acts which are cause for exclusion from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including, but not limited to, Medicare or Medicaid, and has not been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions that are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.

- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require, to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.4 Confidential and Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Each Party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; and (ii) report the violation to the Secretary.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

Any controversy or claim arising out of or relating to the Agreement will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except for injunctive relief as described below.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this agreement shall be in writing and signed by both parties.

5.7 Survival.

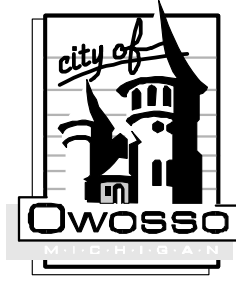
The respective rights and obligations of Business Associate and Covered Entity under Sections 4.4, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.



WARRANT 488

September 9, 2014

Vendor	Description	Fund	Amount
Logicalis, Inc	Network engineering support- August 2014	General	\$ 7,616.00
Michigan Municipal Risk Management Authority	Building and property insurance	General	\$107,173.00
Michigan Municipal League	Annual membership-October 1, 2014- September 30, 2015	General	\$ 5,743.00
Waste Management	Landfill charges-8/16/14-8/31/14	WWTP	\$ 7,723.11
Brown & Stewart PC	Professional services-	General	\$ 9,098.25
Fishbeck, Thompson, Carr & Huber, Inc.	Gould Street Bridge engineering services – Final payment	Major Streets	\$30,864.50
		TOTAL	\$173,217.86

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 08/01/2014 - 08/31/2014

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
08/08/2014	1	265(A)	B & D ELEVATOR SERVICES INC	QTR MAINTENANCE CITY HALL ELEVATOR-7/28/14	\$ 115.00
08/08/2014	1	266(A)	C D W GOVERNMENT, INC.	HP FILE SERVER	\$ 7,416.25
08/08/2014	1	267(A)	FISHBECK, THOMPSON, CARR & HUBER, I	ENGINEERING SERVICES	\$ 39,826.00
08/08/2014	1	268(A)	FRONT LINE SERVICES, INC.	PARTS	\$ 1,648.78
08/08/2014	1	269(A)	IDEXX DISTRIBUTION CORPORATION	SUPPLIES	\$ 1,075.61
08/08/2014	1	270(A)	LAYNE CHRISTENSEN COMPANY	REISSUED OF CHECK #123241	\$ 1,320.00
08/08/2014	1	271(A)	MICHIGAN METER TECHNOLOGY GROUP INC	WATER INVENTORY ITEMS	\$ 2,366.00
08/08/2014	1	272(A)	MICHIGAN PIPE & VALVE, INC.	WATER INVENTORY ITEMS	\$ 942.52
08/08/2014	1	273(A)	MUNICIPAL SUPPLY CO.	BLUE FLAGS/BLUE MARKING PAINT	\$ 150.00
08/08/2014	1	274(A)	Q2A ASSOCIATES LLC	FINANCE DIRECTOR SERVICES	\$ 3,276.00
08/08/2014	1	275(A)	REEVES WHEEL ALIGNMENT, INC.	REPAIRS	\$ 2,641.83
08/08/2014	1	276(A)	SWIM LLC	UTILITIES DIRECTOR SERVICES	\$ 4,452.00
08/08/2014	1	277(A)	USA BLUE BOOK	WWTP-SUPPLIES	\$ 77.48
08/21/2014	1	278(A)	C E & A PROFESSIONAL SERVICES INC	POST ACCIDENT DRUG TESTING	\$ 52.40
08/21/2014	1	279(A)	ESRI, INC.	MAINTENANCE-8/1/14 - 7/31/15	\$ 3,100.00
08/21/2014	1	280(A)	ETNA SUPPLY COMPANY	MATERIALS FOR OLIVER STREET DRAIN	\$ 1,173.76
08/21/2014	1	281(A)	FISHBECK, THOMPSON, CARR & HUBER, I	ENGINEERING SERVICES	\$ 3,982.00
08/21/2014	1	282(A)	GRAYMONT CAPITAL INC	SMALL PEBBLE QUICKLIME-46.19/TONS	\$ 6,651.36
08/21/2014	1	283(A)	JCI JONES CHEMICALS, INC.	SODIUM HYPOCHLORITE	\$ 3,181.03
08/21/2014	1	284(A)	LOGICALIS INC	JULY 2014-NETWORK ENGINEERING	\$ 8,092.00
08/21/2014	1	285(A)	MICHIGAN METER TECHNOLOGY GROUP INC	WATER INVENTORY ITEMS	\$ 4,902.04
08/21/2014	1	286(A)	MICHIGAN PIPE & VALVE, INC.	MATERIALS FOR OLIVER ST STORM PROJECT	\$ 635.35
08/21/2014	1	287(A)	PACE ANALYTICAL SERVICES INC	EPA REQUIRED DRINKING WATER ANALYSIS	\$ 670.00
08/21/2014	1	288(A)	Q2A ASSOCIATES LLC	FINANCE DIRECTOR SERVICES	\$ 4,987.50
08/21/2014	1	289(A)	SWIM LLC	UTILITIES DIR SERVICES	\$ 4,620.00
08/21/2014	1	290(A)	USA BLUE BOOK	LAB CHEMICALS AND SUPPLIES-ANNUAL ORDER	\$ 1,992.61
08/20/2014	1	291(E)	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	AUGUST 2014-CONTRIBUTIONS	\$ 10,138.79
08/08/2014	1	123513	AFLAC	AFLAC PREMIUM-PAYROLL DEDUCTION	\$ 586.96
08/08/2014	1	123514	ALFA LAVAL INC	PARTS	\$ 1,554.30
08/08/2014	1	123515	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 451.68
08/08/2014	1	123516	JOAN AUE	ELECTION	\$ 170.00
08/08/2014	1	123517	NANCY K BARNES	ELECTION	\$ 180.00
08/08/2014	1	123518	CATHERINE BAUMGARDNER	ELECTION	\$ 90.00
08/08/2014	1	123519	CAROL BEMIS	ELECTION	\$ 85.00
08/08/2014	1	123520	HANORA WEEKS BIGNALL	ELECTION	\$ 170.00
08/08/2014	1	123521	NANCY L BLAIR	ELECTION	\$ 195.00
08/08/2014	1	123522	JERRY BUCHHOLZ	ELECTION	\$ 195.00
08/08/2014	1	123523	SHARON BUTCHER	ELECTION	\$ 160.00
08/08/2014	1	123524	C M P DISTRIBUTORS INC	UNIFORM ACCESSORIES	\$ 1,023.40
08/08/2014	1	123525	CENTRAL MICHIGAN DIESEL, INC.	REPAIRS	\$ 1,038.29
08/08/2014	1	123526	CITY OF OWOSSO	SUMMER TAXES	\$ 605.14
08/08/2014	1	123527	JEAN E CLINE	ELECTION	\$ 175.00

08/08/2014	1	123528	COBAN TECHNOLOGIES INC	OPD-HOLSTERS (12)	\$	252.00
08/08/2014	1	123529	DAVE COLLARD MASONRY & CONCRETE, IN	REPLACE SIDEWALK ON ELM ST IN FRONT OF YMCA	\$	1,442.00
08/08/2014	1	123530	COMMERCIAL BLUEPRINT, INC.	PAPER FOR CAD PRINTER	\$	95.47
08/08/2014	1	123531	CONSUMERS CONCRETE CORP	INVENTORY ITEMS	\$	972.78
08/08/2014	1	123532	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	19,367.99
08/08/2014	1	123533	TIMOTHY W CORDIER	INSTALL 6" PVC STORM SEWER	\$	1,400.00
08/08/2014	1	123534	JUDY ELAINE CRAIG	COURIER SERVICE	\$	198.00
08/08/2014	1	123535	D & D TRUCK & TRAILER PARTS	PARTS	\$	32.89
08/08/2014	1	123536	DELL MARKETING LP	HAVIS DOCKING STATIONS/LAPTOP	\$	3,894.22
08/08/2014	1	123537	FREDERICK DIBEAN	ELECTION	\$	180.00
08/08/2014	1	123538	RUTH ANN DOEPKER	ELECTION	\$	165.00
08/08/2014	1	123539	MICHAEL ECKMYRE	ELECTION	\$	175.00
08/08/2014	1	123540	EMPLOYEE BENEFIT CONCEPTS INC	AUGUST FSA 2014-ADMIN FEE	\$	110.00
08/08/2014	1	123541	FASTENAL COMPANY	PARTS	\$	157.48
08/08/2014	1	123542	FEDEX	SHIPPING FEES	\$	60.31
08/08/2014	1	123543	FIRST CONTRACTING INC	ADDITIONAL BRICK FOR 112 W EXCHANGE ST	\$	3,500.00
08/08/2014	1	123544	JOHN FORBES	ELECTION	\$	180.00
08/08/2014	1	123545	FRONTIER	JULY 2014-PHONE SERVICE	\$	825.00
08/08/2014	1	123546	JUNE GARNER	ELECTION	\$	175.00
08/08/2014	1	123547	IRENE GRAFF	ELECTION	\$	170.00
08/08/2014	1	123548	GRAYMONT CAPITAL INC	SMALL PEBBLE QUICKLIME	\$	6,868.80
08/08/2014	1	123549	H2O COMPLIANCE SERVICES INC	JULY 2014-CROSS CONNECTION PROGRAM SERVICES	\$	1,299.80
08/08/2014	1	123550	TELEDYNE ISCO INC C/O HESCO	ISCO MODEL 3700 FULL SIZE SAMPLER	\$	3,452.20
08/08/2014	1	123551	LILLIAN HOISINGTON	ELECTION	\$	95.00
08/08/2014	1	123552	HOME DEPOT CREDIT SERVICES	SUPPLIES	\$	514.19
08/08/2014	1	123553	INTERSTATE BILLING SERVICE INC	PARTS	\$	356.13
08/08/2014	1	123554	BONNIE IRBY	ELECTION	\$	160.00
08/08/2014	1	123555	JAY'S SEPTIC TANK SERVICE	RENTAL UNITS	\$	245.00
08/08/2014	1	123556	TRACY RAE JENC	ELECTION	\$	160.00
08/08/2014	1	123557	MEREDITH KEATING	ELECTION	\$	195.00
08/08/2014	1	123558	LINDA KENNEY	ELECTION	\$	165.00
08/08/2014	1	123559	KEYSTONE EVENT MANAGEMENT CONCEPTS	CONFERENCE/MEMBERSHIP/MEALS-R BREWBAKER	\$	385.00
08/08/2014	1	123560	KEYSTONE EVENT MANAGEMENT CONCEPTS	CONFERENCE-CHARLES RAU	\$	325.00
08/08/2014	1	123561	BRADLEY KIRKLAND	ELECTION	\$	165.00
08/08/2014	1	123562	PATRICIA ANNE KOHAGEN	ELECTION	\$	45.00
08/08/2014	1	123563	STEVEN KOHAGEN	ELECTION	\$	165.00
08/08/2014	1	123564	LANSING UNIFORM CO.	OFD-UNIFORM SHIRTS (16)	\$	520.00
08/08/2014	1	123565	LLOYD MILLER & SONS, INC	FLEET-PARTS FOR #520	\$	407.72
08/08/2014	1	123566	GAIL LOVE	ELECTION	\$	170.00
08/08/2014	1	123567	LUDINGTON ELECTRIC, INC.	ELECTRICAL SERVICES	\$	1,168.44
08/08/2014	1	123568	BILLY LUNDY	ELECTION	\$	45.00
08/08/2014	1	123569	SHARON MCALLISTER	ELECTION	\$	180.00
08/08/2014	1	123570	MCLAREN RENTALS, INC.	RENTAL OF SOD CUTTER-7/17/14	\$	54.00
08/08/2014	1	123571	MICHAEL TODD & COMPANY INC	DPW-SAFETY VESTS (24)	\$	350.35
08/08/2014	1	123572	MICHIGAN CHAMBER SERVICES	HR-LABOR LAW POSTERS	\$	57.50
08/08/2014	1	123573	MISDU	PAYROLL DEDUCTIONS	\$	1,687.23
08/08/2014	1	123574	SUSAN K MONTENEGRO	2014 ICMA ANNUAL CONFERENCE-9/14/14-9/17	\$	1,755.50
08/08/2014	1	123575	MARY MORDEN	ELECTION	\$	85.00

08/08/2014	1	123576	MSHDA	2014 FALL REGIONAL TRAINING-8/19/14-TYLER L	\$	15.00
08/08/2014	1	123577	TAMMY NETHAWAY	ELECTION	\$	45.00
08/08/2014	1	123578	NORTHERN CONCRETE PIPE INC	MATERIALS FOR REPAIR OF STORM SEWER	\$	309.00
08/08/2014	1	123579	OFFICE DEPOT	OFFICE SUPPLIES	\$	167.35
08/08/2014	1	123580	OWOSSO BOLT & BRASS CO	PARTS	\$	31.68
08/08/2014	1	123581	ALICE PETERSON	ELECTION	\$	175.00
08/08/2014	1	123582	MARIELLEN PETO	ELECTION	\$	165.00
08/08/2014	1	123583	POLICE OFFICERS LABOR COUNCIL	OPD-PAYROLL DEDUCTION-UNION DUES	\$	764.00
08/08/2014	1	123584	BARBARA POWELL	ELECTION	\$	95.00
08/08/2014	1	123585	PVS NOLWOOD CHEMICALS INC	SODIUM FLUORIDE	\$	1,726.00
08/08/2014	1	123586	GERALDINE MARGARET RAMOS	ELECTION	\$	160.00
08/08/2014	1	123587	CANDACE REINEWALD	ELECTION	\$	105.00
08/08/2014	1	123588	HENRY REINEWALD	ELECTION	\$	85.00
08/08/2014	1	123589	EUSTASIA REYNA	ELECTION	\$	165.00
08/08/2014	1	123590	BERNETTE ROE	ELECTION	\$	80.00
08/08/2014	1	123591	PATRICIA SANDERS	ELECTION	\$	165.00
08/08/2014	1	123592	GAIL L SCHULTZ	ELECTION	\$	45.00
08/08/2014	1	123593	JUDY SENK	ELECTION	\$	185.00
08/08/2014	1	123594	SHIAWASSEE COUNTY MEDICAL GROUP	WWTP-HEP B VACCINATION	\$	110.00
08/08/2014	1	123595	DELORES SIMPSON	ELECTION	\$	95.00
08/08/2014	1	123596	SMITH JANITORIAL SUPPLY	SUPPLIES	\$	1,228.22
08/08/2014	1	123597	MARGARET SOWLE	ELECTION	\$	185.00
08/08/2014	1	123598	MARGARET SPENCER	ELECTION	\$	165.00
08/08/2014	1	123599	ST JOHNS ANSWERING SERVICE INC	SEPT 2014-ANSWERING SERVICE	\$	75.00
08/08/2014	1	123600	L. DIANNE STASA	ELECTION	\$	165.00
08/08/2014	1	123601	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 7/31/14	\$	7,239.78
08/08/2014	1	123602	JERI STECK	ELECTION	\$	60.00
08/08/2014	1	123603	SUBURBAN PROPANE	REISSUED OF CHECK #122973	\$	81.00
08/08/2014	1	123604	KARYL SULLIVAN	ELECTION	\$	165.00
08/08/2014	1	123605	SHIRLEY TATTERSALL	ELECTION	\$	165.00
08/08/2014	1	123606	TERRY M BACK	WWTP-TIRE REPAIR/REPLACE	\$	65.00
08/08/2014	1	123607	THE CHAMBER FOUNDATION	2014 LEADERSHIP SHIAWASSEE-ANDREA SMITH	\$	825.00
08/08/2014	1	123608	IONE THOMAS	ELECTION	\$	115.00
08/08/2014	1	123609	VALLEY LUMBER	MATERIALS	\$	697.57
08/08/2014	1	123610	ROANN WARNER	ELECTION	\$	170.00
08/08/2014	1	123611	WASTE MANAGEMENT OF MICHIGAN INC	AUG 2014 SERVICE	\$	447.88
08/08/2014	1	123612	GEORGE WELTE	ELECTION	\$	185.00
08/08/2014	1	123613	KRISTA KARHOFF WELTE	ELECTION	\$	165.00
08/08/2014	1	123614	DEBRA WHIPPLE	ELECTION	\$	45.00
08/08/2014	1	123615	FRANCES WIEGEL	ELECTION	\$	45.00
08/08/2014	1	123616	WIN'S ELECTRICAL SUPPLY OF OWOSSO	PARTS	\$	98.47
08/21/2014	1	123617	ACCUMED BILLING INC	JULY 2014-AMBULANCE BILLING SERVICES	\$	2,357.28
08/21/2014	1	123618	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$	586.96
08/21/2014	1	123619	ALS LABORATORY GROUP	WASTEWATER ANALYSES-7/30/14	\$	160.00
08/21/2014	1	123620	AMERICAN PUBLIC WORKS ASSOCIATION	MARK MITCHELL-BASIC YEAR 1-9/21/14-9/26/14	\$	650.00
08/21/2014	1	123621	B S & A SOFTWARE	SERVICE/SUPPORT-8/1/14-8/1/15	\$	11,488.00
08/21/2014	1	123622	BROWN & STEWART P C	PROFESSIONAL SERVICES	\$	10,166.00
08/21/2014	1	123623	CENTER FOR TECHNOLOGY & TRAINING/	RANDY CHESNEY-2014 ASSET MANAGEMENT WORKSHOP	\$	20.00

08/21/2014	1	123624	COMFORT INN	MARK MITCHELL-9/21/14-9/25/14	\$	382.50
08/21/2014	1	123625	CONSUMERS CONCRETE CORP	INVENTORY-MANHOLE BLOCK (525)	\$	946.50
08/21/2014	1	123626	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	17,611.25
08/21/2014	1	123627	VOID		\$	-
			Void Reason: Created From Check Run Process			
08/21/2014	1	123628	CONTRACTORS REPAIR LLC	OFD-PARTS	\$	17.98
08/21/2014	1	123629	CORDIER EXCAVATING	BD Bond Refund	\$	250.00
08/21/2014	1	123630	DALTON ELEVATOR	CYLINDER RENTAL/SUPPLIES	\$	534.40
08/21/2014	1	123631	DAYSTARR COMMUNICATIONS	SEPT 2014-BROADBAND INTERNET & FEES	\$	497.14
08/21/2014	1	123632	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE PREMIUM	\$	4,402.79
08/21/2014	1	123633	EMPCO INC	POLICE SERGEANT EXAM	\$	110.00
08/21/2014	1	123634	FASTENAL COMPANY	PARTS	\$	164.55
08/21/2014	1	123635	FISHER CHIPPEWA REDI-MIX, INC.	SPLASH PAD MATERIALS	\$	920.00
08/21/2014	1	123636	TODD FOLLEN	REIMBURSEMENT	\$	27.81
08/21/2014	1	123637	FRONTIER	TRAFFIC SIGNAL	\$	105.26
08/21/2014	1	123638	FUOSS GRAVEL COMPANY	CLASS II SAND-101.34-TONS	\$	585.27
08/21/2014	1	123639	GILBERT'S DO IT BEST HARDWARE & APP	SUPPLIES	\$	385.47
08/21/2014	1	123640	MATTHEW BRIAN HARVEY	REIMBURSEMENT	\$	9.84
08/21/2014	1	123641	HI QUALITY GLASS, INC	OFD-WINDOW REPAIR-MEDIC 1	\$	45.00
08/21/2014	1	123642	HOSPITAL NETWORK HEALTHCARE SERVICE	OFD-MEDICAL WASTE DISPOSAL	\$	114.00
08/21/2014	1	123643	HP	DELL DESKTOP COMPUTER FOR HOUSING MGR	\$	808.60
08/21/2014	1	123644	INDUSTRIAL SUPPLY OF OWOSSO INC	PARTS	\$	448.26
08/21/2014	1	123645	INDY GEAR SOLUTIONS	INSPECT CENTRIFUGE GEAR BOX & REPAIR	\$	4,100.00
08/21/2014	1	123646	INTERSTATE BILLING SERVICE INC	FLEET-PARTS FOR #349	\$	621.85
08/21/2014	1	123647	IPMA-HR	TESTING SUPPLIES FOR EXEC SEC POSITION	\$	647.50
08/21/2014	1	123648	JAY'S SEPTIC TANK SERVICE	RENTAL UNITS	\$	415.00
08/21/2014	1	123649	LAMPHERE'S	REPAIRS	\$	1,731.38
08/21/2014	1	123650	LANSING UNIFORM CO.	OPD-LONG SLEEVE SHIRTS (13) JACKETS (4)	\$	1,438.35
08/21/2014	1	123651	KEVIN LENKART	REIMBURSEMENT	\$	27.73
08/21/2014	1	123652	LUDINGTON ELECTRIC, INC.	ELECTRICAL SERVICES	\$	471.24
08/21/2014	1	123653	LYNN PEAVEY COMPANY	OPD-EVIDENCE COLLECTION SUPPLIES	\$	10.35
08/21/2014	1	123654	RONALD MALOTT	REIMBURSEMENT	\$	139.65
08/21/2014	1	123655	MCMASTER-CARR SUPPLY CO	PARTS	\$	419.75
08/21/2014	1	123656	MEMORIAL HEALTHCARE CENTER	OPD-BLOOD DRAW	\$	17.00
08/21/2014	1	123657	MICHIGAN ASSESSORS ASSOCIATION	LARRY COOK-10/6/14-10/10/14	\$	150.00
08/21/2014	1	123658	MICHIGAN BUSINESS & PROFESSIONAL AS	AUGUST 2014-COBRA ADMIN FEE	\$	50.00
08/21/2014	1	123659	MICHIGAN OUTDOOR SERVICES	2014 TALL GRASS MOWING PROGRAM	\$	1,261.50
08/21/2014	1	123660	MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS	JESSICA UNANGST-9/17/14-9/19/14	\$	230.00
08/21/2014	1	123661	MICHIGAN RURAL WATER ASSOCIATION	LEAK DETECTION/LINE LOCATING-T WATKINS & J SHEPARD	\$	250.00
08/21/2014	1	123662	MICHIGAN RURAL WATER ASSOCIATION	HEAVY EQUIPMENT OPERATIONS/ACCIDENT PREVENTION	\$	410.00
08/21/2014	1	123663	MISDU	PAYROLL DEDUCTION	\$	1,687.23
08/21/2014	1	123664	MUTUAL EYE CLAIM AUDITS	VISION COVERAGE PREMIUM	\$	112.90
08/21/2014	1	123665	NEXTEL COMMUNICATIONS	JULY 2014-CELL PHONE SERVICE/SUPPLIES	\$	1,058.78
08/21/2014	1	123666	NORTH AMERICAN OVERHEAD DOOR INC	DPW-REMOTE CONTROL	\$	34.99
08/21/2014	1	123667	NORTHERN CONCRETE PIPE INC	INVENTORY ITEMS	\$	1,690.00
08/21/2014	1	123668	NORTHERN LAKE SERVICE INC	MERCURY ANALYSES-7/24/14	\$	321.00
08/21/2014	1	123669	OAK CONSTRUCTION CORPORATION	BENTLEY PARK REHABILITATION PROJECT	\$	2,000.00
08/21/2014	1	123670	OFFICE DEPOT	SUPPLIES	\$	52.20

08/21/2014	1	123671	OWOSSO BOLT & BRASS CO	PARTS	\$	113.45
08/21/2014	1	123672	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	\$	69,284.78
08/21/2014	1	123673	SEIFERT CONCRETE	2014 SIDEWALK PROGRAM	\$	6,642.26
08/21/2014	1	123674	SHANTY CREEK RESORTS	LARRY COOK-10/7/14-10/19/14	\$	280.44
08/21/2014	1	123675	SHANTY CREEK RESORTS	JESSICA UNANGST-9/16/14-9/19/14	\$	430.92
08/21/2014	1	123676	THE SHERWIN-WILLIAMS CO.	PAINT FOR PUBLIC WORKS GARAGE	\$	2,119.81
08/21/2014	1	123677	SHIAWASSEE COUNTY CLERK	ELECTION EXPENSES	\$	3,240.85
08/21/2014	1	123678	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION-MEMBERSHIPS	\$	259.97
08/21/2014	1	123679	STAPLES CREDIT PLAN	WWTP-PORTFOLIO	\$	25.99
08/21/2014	1	123680	STATE OF MICHIGAN	WITHHOLDING TAX	\$	11,484.65
08/21/2014	1	123681	STATE OF MICHIGAN-MDNRE	SPLASH PAD WATER TESTING-6/25/14	\$	32.00
08/21/2014	1	123682	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 8/1/14	\$	6,292.10
08/21/2014	1	123683	STRAWSER CONSTRUCTION INC	EMULSION FOR DURA PATCHER-159 GALS	\$	318.00
08/21/2014	1	123684	TIAL PRODUCTS INC	ELIGIBLE DEVELOPER EXPENSES-BROWNFIELD #3	\$	1,147.42
08/21/2014	1	123685	UNITED PARCEL SERVICE	PUBLIC SAFETY TESTING	\$	5.87
08/21/2014	1	123686	VERIZON WIRELESS	MODEM FEES FOR FIRE/AMBULANCE/POLICE	\$	1,107.53
08/21/2014	1	123687	WASTE MANAGEMENT OF MICHIGAN INC	DISPOSAL CHARGES-7/16/14-7/31/14	\$	4,839.77

1 TOTALS:

(1 Check Voided)

Total of 201 Disbursements:

\$ 378,441.10

Bank 10 OWOSSO HISTORICAL FUND

08/11/2014	10	4590	CONSUMERS ENERGY	JULY 2014-515 N WASHINGTON ST	\$	263.81
08/11/2014	10	4591	FRONTIER	515 N WASHINGTON ST #3	\$	41.98
08/11/2014	10	4592	SPECIALTY SALVAGE LLC	CURWOOD CASTLE ALARM SERVICE-9/1/14-11/3	\$	-
			Void Reason: SHOULD BE 2 VENDORS			
08/11/2014	10	4593	SECURITY ALARM CO INC	CURWOOD CASTLE ALARM-9/1/14-11/30/14	\$	60.00
08/11/2014	10	4594	SPECIALTY SALVAGE LLC	GOULD HOUSE TRASH SERVICE	\$	35.97
08/28/2014	10	4595	CHARTER COMMUNICATIONS	515 N WASHINGTON ST	\$	108.45
08/28/2014	10	4596	DAYSTARR COMMUNICATIONS	SEPT 2014-PHONE/INTERNET-CURWOOD CASTLE	\$	75.48
08/28/2014	10	4597	MICHIGAN OUTDOOR SERVICES	JULY 2014-GOULD HOUSE MOWING	\$	112.50

10 TOTALS:

(1 Check Voided)

Total of 7 Disbursements:

\$ 698.19

Bank 2 TRUST & AGENCY

08/11/2014	2	6363	DOWNTOWN DEVELOPMENT AUTHORITY	COLLECTIONS REAL/PP	\$	5,389.33
08/11/2014	2	6364	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	4,553.83
08/11/2014	2	6365	SHIAWASSEE COUNTY TREASURER	TRAILER FEES-141 LOTS	\$	352.50
08/11/2014	2	6366	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$	145,898.24
08/25/2014	2	6367	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	7,563.95
08/25/2014	2	6368	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$	315,573.03

2 TOTALS:

Total of 6 Disbursements:

\$ 479,330.88

REPORT TOTALS:

(2 Checks Voided)

Total of 214 Disbursements:

\$ 858,470.17



MEMORANDUM

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

DATE: September 11, 2014

TO: City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Resolution to reject bids for 2014 Downtown Infrastructure Grant projects

RECOMMENDATION:

I recommend City Council reject all bids received for the 2014 Downtown Infrastructure Grant (DIG) projects.

BACKGROUND:

On Tuesday, September 2, 2014, the city received bids from interested contractors for its 2014 Downtown Infrastructure Grant projects. A tabulation of bids received is included with this memo. All bids were significantly higher than the engineer's estimate and budget. City staff met with Michigan Economic Development Corporation (MEDC) officials on Wednesday, September 3, 2014 to discuss possible options. The terms and conditions of the MEDC grant require that the projects must be fully funded in order to proceed. Neither the MEDC nor the city is able to provide additional funds to support the project at this time. Therefore, it is recommended that the city reject the bids and not proceed with the projects until sufficient funds are made available.

FISCAL IMPACTS:

The city will absorb engineering costs for the DIG project incurred to date.

Document originated by: Jane E. Hunt, Executive Secretary

RESOLUTION NO.

**AUTHORIZING THE REJECTION OF ALL BIDS FOR
THE 2014 DOWNTOWN INFRASTRUCTURE GRANT PROJECT**

WHEREAS, the city of Owosso sought bids for improvements to its infrastructure as part of the 2014 Downtown Infrastructure Grant project; and

WHEREAS, all bids received are in excess of the engineer's estimates and available funds to perform said work; and

WHEREAS, city staff met with MEDC officials and both agree that the project may not proceed without additional funds that neither can provide at this time.

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 reject all bids received.
- SECOND: The City of Owosso is to notify MEDC officials that the city will decline the Downtown Infrastructure Grant and not proceed with the project at this time.
- THIRD: City staff will apply for a grant in the future.

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/2/2014DEPT. Public ServicesSUBJECT: **2014 DIG Bid Part 1**

				LAUX CONSTRUCTION		LA CONSTRUCTION			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Bonds, Insurance, Mobilization	1	LS	\$ 47,838.880	\$ 47,838.88	\$ 30,000.000	\$ 30,000.00		\$ -
2	Soil Erosion & Sedimentation Control	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 2,200.00	\$ 2,200.00		\$ -
3	Pavement Removal	1,850	SYD	\$ 6.00	\$ 11,100.00	\$ 5.50	\$ 10,175.00		\$ -
4	Sidewalk Removal	475	SYD	\$ 10.00	\$ 4,750.00	\$ 10.00	\$ 4,750.00		\$ -
5	Curb and Gutter Removal	1100	FT	\$ 2.20	\$ 2,420.00	\$ 5.50	\$ 6,050.00		\$ -
6	Tree Removal	14	EA	\$ 110.00	\$ 1,540.00	\$ 550.00	\$ 7,700.00		\$ -
7	Fence Removal	180	FT	\$ 3.00	\$ 540.00	\$ 5.50	\$ 990.00		\$ -
8	Miscellaneous Removals	1	LS	\$ 4,510.00	\$ 4,510.00	\$ 1,650.00	\$ 1,650.00		\$ -
9	Earthwork & Grading	1	LS	\$ 23,640.00	\$ 23,640.00	\$ 70,000.00	\$ 70,000.00		\$ -
10	Geotextile Separator	4250	SYD	\$ 3.13	\$ 13,302.50	\$ 1.75	\$ 7,437.50		\$ -
11	Sand Subbase	2400	CYD	\$ 11.00	\$ 26,400.00	\$ 16.75	\$ 40,200.00		\$ -
12	Aggregate Base, 6 inch	4250	SYD	\$ 7.43	\$ 31,577.50	\$ 10.50	\$ 44,625.00		\$ -
13	HMA, 13A	357	TON	\$ 96.51	\$ 34,454.07	\$ 103.00	\$ 36,771.00		\$ -
14	HMA, 36A	595	TON	\$ 89.00	\$ 52,955.00	\$ 100.00	\$ 59,500.00		\$ -
15	Curb & Gutter, Conc, Det F4	1040	FT	\$ 21.00	\$ 21,840.00	\$ 24.20	\$ 25,168.00		\$ -
16	Curb & Gutter, Conc, Det D2	535	FT	\$ 24.00	\$ 12,840.00	\$ 24.20	\$ 12,947.00		\$ -
17	Sidewalk, Conc, 4 inch	3850	SFT	\$ 6.00	\$ 23,100.00	\$ 6.60	\$ 25,410.00		\$ -
18	Concrete Pavement, Reinforced, 6 inch	1675	SFT	\$ 9.00	\$ 15,075.00	\$ 7.15	\$ 11,976.25		\$ -
19	Sidewalk Ramp, Conc, 6 inch	200	SFT	\$ 10.00	\$ 2,000.00	\$ 7.70	\$ 1,540.00		\$ -
20	Raised Crosswalk, Conc, 9" Reinforced	740	SFT	\$ 16.00	\$ 11,840.00	\$ 8.80	\$ 6,512.00		\$ -
21	Detectable Warning Surface	36	FT	\$ 55.00	\$ 1,980.00	\$ 110.00	\$ 3,960.00		\$ -
22	Sewer, CL A, 12 inch Tr Det B	345	FT	\$ 44.00	\$ 15,180.00	\$ 38.50	\$ 13,282.50		\$ -
23	Drainage Structure w/Casting	5	EA	\$ 2,030.00	\$ 10,150.00	\$ 2,000.00	\$ 10,000.00		\$ -
24	Drainage Structure Cover	1	EA	\$ 700.00	\$ 700.00	\$ 660.00	\$ 660.00		\$ -
25	Drainage Structure Tap, 12 inch	1	EA	\$ 880.00	\$ 880.00	\$ 715.00	\$ 715.00		\$ -
TOTAL BID									

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

GENERAL LIABILITY INSURANCE

HEAD:

EXPIRATION DATE:

AWARDED:

PURCH.

WORKERS COMPENSATION INSURANCE

COUNCIL

AGENT:

EXPIRATION DATE:

APPROVED:

STAFF

SOLE PROPRIETORSHIP

REC.:

EXPIRATION DATE:

PO NUMBER:

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/2/2014

DEPT. Public Services

SUBJECT: 2014 DIG Bid Part 1

				LAUX CONSTRUCTION		LA CONSTRUCTION			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
26	Adjust Drainage Structure Cover	1	EA	\$ 385.000	\$ 385.00	\$ 440.000	\$ 440.00		\$ -
27	Adjust Valve Box	4	EA	\$ 100.00	\$ 400.00	\$ 310.00	\$ 1,240.00		\$ -
28	LED Fixture Complete Unit A	5	EA	\$ 4,100.00	\$ 20,500.00	\$ 3,100.00	\$ 15,500.00		\$ -
29	LED Fixture Complete Unit B	6	EA	\$ 4,200.00	\$ 25,200.00	\$ 3,400.00	\$ 20,400.00		\$ -
30	Site Electrical Distribution	1	LS	\$ 21,500.00	\$ 21,500.00	\$ 35,500.00	\$ 35,500.00		\$ -
31	Brick Fence Pillar	25	EA	\$ 2,100.00	\$ 52,500.00	\$ 1,100.00	\$ 27,500.00		\$ -
32	Decorative Fence	570	FT	\$ 110.00	\$ 62,700.00	\$ 55.00	\$ 31,350.00		\$ -
33	Red Sunset' Maple 2-1/2 Cal.	6	EA	\$ 550.00	\$ 3,300.00	\$ 440.00	\$ 2,640.00		\$ -
34	Cleveland Select' Pear 2-1/2 Cal.	10	EA	\$ 550.00	\$ 5,500.00	\$ 420.00	\$ 4,200.00		\$ -
35	Shredded Bark Mulch	1	LS	\$ 550.00	\$ 550.00	\$ 2,200.00	\$ 2,200.00		\$ -
36	Landscaping	1	LS	\$ 1,700.00	\$ 1,700.00	\$ 3,900.00	\$ 3,900.00		\$ -
37	Pavement Marking	1	LS	\$ 2,117.00	\$ 2,117.00	\$ 500.00	\$ 500.00		\$ -
38	Constructin Signage & Barricades	1	LS	\$ 1,700.00	\$ 1,700.00	\$ 5,500.00	\$ 5,500.00		\$ -
39	Flag Control	1	LS	\$ 1,700.00	\$ 1,700.00	\$ 3,850.00	\$ 3,850.00		\$ -
40	Contractor Staking	1	LS	\$ 3,300.00	\$ 3,300.00	\$ 4,400.00	\$ 4,400.00		\$ -
41	Quality Assurance/Control	1	LS	\$ 530.00	\$ 530.00	\$ 5,000.00	\$ 5,000.00		\$ -
42	Surface Restoration	2000	SYD	\$ 2.75	\$ 5,500.00	\$ 2.50	\$ 5,000.00		\$ -
43	Lawn Reinforcement Mat	700	SYD	\$ 11.00	\$ 7,700.00	\$ 19.00	\$ 13,300.00		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
TOTAL BID					\$ 588,494.95		\$ 616,639.25		

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/2/2014
DEPT. Public Works

SUBJECT: 2014 DIG Part 2

Laux Construction									
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Retaining wall, stairway, kayak launch	1	EA	\$ 669,900.000	\$ 669,900.00		\$ -		\$ -
TOTAL BID				\$ 669,900.00					

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.
HEAD: _____

PURCH.
AGENT: _____

STAFF
REC.: _____

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: _____

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: _____

SOLE PROPRIETORSHIP
EXPIRATION DATE: _____

AWARDED: _____

COUNCIL
APPROVED: _____

PO NUMBER: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/2/2014
DEPT. Public Works

SUBJECT: 2014 DIG Part 2 Alternate # 1

Laux Construction

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	kayak (boat) launch only	1	EA				\$ -		\$ -
	Less the sum of			\$ 477,825.00	\$ 477,825.00				
TOTAL BID				\$	192,075.00				

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD: _____

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: _____

AWARDED: _____

PURCH.

AGENT: _____

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: _____

COUNCIL

APPROVED: _____

STAFF

REC.: _____

SOLE PROPRIETORSHIP

EXPIRATION DATE: _____

PO NUMBER: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/2/2014

DEPT. Public Service

SUBJECT: 2014 DIG Bid Part 3

				LAUX CONSTRUCTION		LA CONSTRUCTION			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Bonds, Insurance & Mobilization	1	LS	\$ 43,982.000	\$ 43,982.00	\$ 28,500.000	\$ 28,500.00		\$ -
2	Soil Erosion & Sedimentation Control	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 2,200.00	\$ 2,200.00		\$ -
3	Pavement Removal	2,500	SYD	\$ 5.94	\$ 14,850.00	\$ 10.00	\$ 25,000.00		\$ -
4	Sidewalk Removal	240	SYD	\$ 9.90	\$ 2,376.00	\$ 10.00	\$ 2,400.00		\$ -
5	Curb & Gutter Removal	500	FT	\$ 2.20	\$ 1,100.00	\$ 9.00	\$ 4,500.00		\$ -
6	Tree Removal	3	EA	\$ 110.00	\$ 330.00	\$ 550.00	\$ 1,650.00		\$ -
7	Light Pole & Base Removal	2	EA	\$ 275.00	\$ 550.00	\$ 500.00	\$ 1,000.00		\$ -
8	Miscellaneous Removals	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 2,200.00	\$ 2,200.00		\$ -
9	Remove & Salvage Overlook Railing	1	LS	\$ 3,806.00	\$ 3,806.00	\$ 1,650.00	\$ 1,650.00		\$ -
10	Earthwork & Grading	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 22,500.00	\$ 22,500.00		\$ -
11	Geotextile Separator	1075	SYD	\$ 3.14	\$ 3,375.50	\$ 1.65	\$ 1,773.75		\$ -
12	Sand Subbase	55	CYD	\$ 11.00	\$ 605.00	\$ 22.00	\$ 1,210.00		\$ -
13	Aggregate Base, 6 inch	1075	SYD	\$ 7.43	\$ 7,987.25	\$ 12.50	\$ 13,437.50		\$ -
14	HMA, 13A	152	TON	\$ 104.45	\$ 15,876.40	\$ 132.00	\$ 20,064.00		\$ -
15	HMA, 36A	92	TON	\$ 124.90	\$ 11,490.80	\$ 170.00	\$ 15,640.00		\$ -
16	Curb & Gutter, Conc, Det F4	240	FT	\$ 20.90	\$ 5,016.00	\$ 24.20	\$ 5,808.00		\$ -
17	Sidewalk, Conc, 4 inch	400	SFT	\$ 6.60	\$ 2,640.00	\$ 6.60	\$ 2,640.00		\$ -
18	Sidewalk, Conc, 6 inch	605	SFT	\$ 9.07	\$ 5,487.35	\$ 7.00	\$ 4,235.00		\$ -
19	Concrete Pavement, Decorative, Integral Color, 4" (Plaza/Pavilion)	6400	SFT	\$ 9.90	\$ 63,360.00	\$ 16.00	\$ 102,400.00		\$ -
20	Concrete Pavement, Decorative, Colored and Textured, 4" (River Theme)	2400	SFT	\$ 14.57	\$ 34,968.00	\$ 17.00	\$ 40,800.00		\$ -
21	Concrete Pavement, Decorative, 6" Reinf (Parking Lot Area)	4200	SFT	\$ 13.20	\$ 55,440.00	\$ 17.00	\$ 71,400.00		\$ -
22	Pervious Concrete Pavement, 6"	1700	SFT	\$ 12.65	\$ 21,505.00	\$ 16.50	\$ 28,050.00		\$ -
23	Field Constructed 4'x4' Mockup	4	EA	\$ 1,100.00	\$ 4,400.00	\$ 440.00	\$ 1,760.00		\$ -
24	Sewer, HDPE, 8", Perforated	493	FT	\$ 33.00	\$ 16,269.00	\$ 16.50	\$ 8,134.50		\$ -
25	Sewer, HDPE, 12", Tr Det B	90	FT	\$ 44.00	\$ 3,960.00	\$ 38.50	\$ 3,465.00		\$ -
TOTAL BID									

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

GENERAL LIABILITY INSURANCE

HEAD:

EXPIRATION DATE:

AWARDED:

PURCH.

WORKERS COMPENSATION INSURANCE

AGENT:

EXPIRATION DATE:

COUNCIL

APPROVED:

STAFF

SOLE PROPRIETORSHIP

REC.:

EXPIRATION DATE:

PO NUMBER:

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/2/2014

DEPT. Public Services

SUBJECT: 2014 DIG Bid Part 3

				LAUX CONSTRUCTION		LA CONSTRUCTION			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
26	Drainage Structure with Cover	3	EA	\$ 2,035.000	\$ 6,105.00	\$ 2,000.000	\$ 6,000.00		\$ -
27	Drainage Structure Tap, 6"	1	EA	\$ 600.00	\$ 600.00	\$ 550.00	\$ 550.00		\$ -
28	Drainage Structure Tap, 12"	2	EA	\$ 880.00	\$ 1,760.00	\$ 715.00	\$ 1,430.00		\$ -
29	Adjust Drainage Structure Cover	1	EA	\$ 385.00	\$ 385.00	\$ 1,050.00	\$ 1,050.00		\$ -
30	LED Fixture, Pole & Base (Unit A)	3	EA	\$ 4,070.00	\$ 12,210.00	\$ 2,750.00	\$ 8,250.00		\$ -
31	LED Fixture, Pole & Base (Unit B)	2	EA	\$ 4,180.00	\$ 8,360.00	\$ 3,200.00	\$ 6,400.00		\$ -
32	LED Walkway Bollard	6	EA	\$ 2,640.00	\$ 15,840.00	\$ 2,400.00	\$ 14,400.00		\$ -
33	Site Electrical Distribution	1	LS	\$ 30,700.00	\$ 30,700.00	\$ 33,000.00	\$ 33,000.00		\$ -
34	Brick Fence Pillar	11	EA	\$ 2,070.00	\$ 22,770.00	\$ 1,100.00	\$ 12,100.00		\$ -
35	Decorative Fence	140	FT	\$ 110.00	\$ 15,400.00	\$ 55.00	\$ 7,700.00		\$ -
36	Playground Surfacing	225	SFT	\$ 27.50	\$ 6,187.50	\$ 13.20	\$ 2,970.00		\$ -
37	Boulders	8	TON	\$ 165.00	\$ 1,320.00	\$ 330.00	\$ 2,640.00		\$ -
38	Greenspire' Linden, 2-1/2" Cal	2	EA	\$ 550.00	\$ 1,100.00	\$ 440.00	\$ 880.00		\$ -
39	Greenvase' Zelkova, 2-1/2 Cal.	4	EA	\$ 550.00	\$ 2,200.00	\$ 440.00	\$ 1,760.00		\$ -
40	Shredded Bark Mulch	1	LS	\$ 550.00	\$ 550.00	\$ 2,200.00	\$ 2,200.00		\$ -
41	Landscaping	1	LS	\$ 1,700.00	\$ 1,700.00	\$ 3,850.00	\$ 3,850.00		\$ -
42	Bike Loop	5	EA	\$ 1,100.00	\$ 5,500.00	\$ 550.00	\$ 2,750.00		\$ -
43	Kiosk	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 2,750.00	\$ 2,750.00		\$ -
44	Pavement Marking	1	LS	\$ 493.00	\$ 493.00	\$ 500.00	\$ 500.00		\$ -
45	Barrier Free Parking Sign	2	EA	\$ 330.00	\$ 660.00	\$ 770.00	\$ 1,540.00		\$ -
46	Pier Footing	12	EA	\$ 1,300.00	\$ 15,600.00	\$ 2,200.00	\$ 26,400.00		\$ -
47	Clean Ex. 12" Sewer	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00		\$ -
48	Construction Signing & Barricades	1	LS	\$ 2,200.00	\$ 2,200.00	\$ 5,500.00	\$ 5,500.00		\$ -
49	Flag Control	1	LS	\$ 750.00	\$ 750.00	\$ 3,850.00	\$ 3,850.00		\$ -
50	Contractor Staking	1	LS	\$ 3,300.000	\$ 3,300.00	\$ 5,500.000	\$ 5,500.00		\$ -
51	Quality Assurance/Control	1	LS	\$ 250.00	\$ 250.00	\$ 5,000.00	\$ 5,000.00		\$ -
TOTAL BID					\$ 515,614.80		\$ 572,887.75		

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

CITY OF OWOSSO BID TABULATION SHEET

DATE 9/2/2014DEPT. Public ServiceSUBJECT: 2014 DIG Part 3 Alternate Bid

				LAUX CONSTRUCTION		LA CONSTRUCTION			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Concrete Pavement, Decorative, Colored and Textured, 4" (River Theme) (Item 20 above)	-2,400	SFT	\$ 12.250	(\$29,400.00)	\$ 17.000	(\$40,800)		
2	Concrete Pavement, Decorative, Integral Color w/Exposed Aggregates, 4" (River Theme)	2,400	SFT	\$ 15.50	\$ 37,200.00	\$ 19.25	\$ 46,200.00		
3	Glass Aggregate	4,800	LB	\$ 5.20	\$ 24,960.00	\$ 3.40	\$ 16,320.00		
4	Glow in the Dark Aggregate	360	LB	\$ 106.00	\$ 38,160.00	\$ 73.40	\$ 26,532.00		
TOTAL BID (Addition to Base Bid)				\$	70,920.00	\$	48,252.00		

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

GENERAL LIABILITY INSURANCE

HEAD: _____

EXPIRATION DATE: _____

AWARDED: _____

PURCH.

WORKERS COMPENSATION INSURANCE

COUNCIL

AGENT: _____

EXPIRATION DATE: _____

APPROVED: _____

STAFF
REC.: _____SOLE PROPRIETORSHIP
EXPIRATION DATE: _____

PO NUMBER: _____



MEMORANDUM

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

DATE: September 10, 2014

TO: City Council

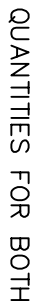
FROM: Mark Sedlak, Director of Public Services

SUBJECT: Parking Lot at 111 S. Lansing St.

The city is still working on acquiring the property at Cedar and River Streets. We are currently trying to contact Williams House Moving in Alma for a quote on moving the house from Lansing Street.

The water and sewer have been disconnected. We are waiting for Consumers Energy to abandon the gas and electric.

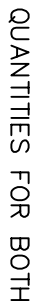
QUANTITIES FOR 111



TRAFFIC CONTROL	1	L SUM	\$2500.00	
RESTORATION	319	STD	\$3.00	
PARKING LOT PAVING	140	TON	\$1957.00	
PARKING LOT	1	L SUM	\$1680.00	
EARTH EX	212	CYD LM	\$1500.00	
4" DIA DRAINAGE STRUCTURE W/CASTING	1	TON	\$1500.00	
10" SCH 26 PIPE	50	LFT	\$3500.00	
SEWER TAP	2	EACH	\$750.00	
DRAINAGE STRUCTURE FILLER	2	EACH	\$300.00	
			\$500.00	
			\$30987.00	

CITY OF OWOSSO, MICHIGAN
ENGINEERING DIVISION
DEPT. OF PUBLIC SERVICE
SCALE: NONE

QUANTITIES FOR :iii



DRAINAGE STRUCTURE	FILTER	2	EACH	\$150.00	\$300.00
SEWER TAP		1	EACH	\$500.00	\$500.00
10" SCH 26 PIPE		50	LFT	\$35.00	\$1,750.00
4' DIA DRAINAGE STRUCTURE	W/CASTING	1	TON	\$3,500.00	\$3,500.00
EARTH EX		1	CYD LM	\$15.00	\$15.00
PARKING LOT GRADE		241	L SUM	\$500.00	\$500.00
PARKING LOT PAVING		160	TON	\$20.00	\$3,200.00
RESTORATION		231	STD	\$3.00	\$693.00
TRAFFIC CONTROL		1	L SUM	\$2,500.00	\$2,500.00
					\$3,33558.00

CITY OF OWOSSO, MICHIGAN
ENGINEERING DIVISION
DEPT. OF PUBLIC SERVICE
SCALE: NONE

To: Owosso City Council
 From: Charles Rau, Building Official
 Date: 09/09/2014
 Subject: Building Department Report for August, 2014

Category	Estimated Cost	Permit Fee	Number of Permits
Apartments - Add & Alt	<i>\$15,000</i>	<i>\$220</i>	<i>1</i>
Demolition	<i>\$4,200</i>	<i>\$400</i>	<i>4</i>
Electrical	<i>\$100</i>	<i>\$1,655</i>	<i>12</i>
Fence - Residential	<i>\$8,500</i>	<i>\$240</i>	<i>3</i>
Mechanical	<i>\$7,275</i>	<i>\$1,775</i>	<i>12</i>
Non-Res. Add/Alter/Repair	<i>\$84,537</i>	<i>\$1,321</i>	<i>5</i>
Plumbing	<i>\$0</i>	<i>\$255</i>	<i>2</i>
Res. Add/Alter/Repair	<i>\$150,739</i>	<i>\$2,760</i>	<i>26</i>
Res. Utility Building	<i>\$0</i>	<i>\$90</i>	<i>1</i>
Totals	<i>\$270,351</i>	<i>\$8,716</i>	<i>66</i>

2013 COMPARISON TOTALS

		BUILDING PERMITS ONLY	-	37
AUGUST, 2013 TOTALS	\$950,218	\$12,545.00		97

Enforcements By Category

09/08/14

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AUGUST, 2014

ANIMALS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0495	1318 W STEWART ST	REF TO MONTENEGRO	Extension Granted	08/04/14		N
Total Entries:				1		

AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0532	411 E EXCHANGE ST	REF TO POLICE	Resolved	08/13/14	08/26/14	Y
ENF 14-0544	811 CORUNNA AV	EXTEN GRANTED	Resolved	08/18/14	09/05/14	Y
ENF 14-0559	531 AMENT ST	LETTER SENT	Resolved	08/22/14	08/29/14	Y
Total Entries:				3		

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0499	902 N CHIPMAN ST	REF TO RENTAL INSPECTION	Resolved	08/04/14	08/08/14	Y
ENF 14-0500	1511 YOUNG ST	VERBAL NOTICE	Resolved	08/04/14	08/05/14	REPO
ENF 14-0509	1204 PALMER AV	VERBAL NOTICE	Resolved	08/05/14	09/02/14	VAC
ENF 14-0530	220 N ELM ST	VERBAL BY RAU	Resolved	08/13/14	08/13/14	N
ENF 14-0533	111 OAKWOOD AV	LETTER SENT	Letter Sent	08/13/14		N
ENF 14-0534	111 OAKWOOD AV	LETTER SENT	Letter Sent	08/13/14		N
ENF 14-0540	1008 S CEDAR ST	LETTER SENT	Letter Sent	08/14/14		N
ENF 14-0555	802 W MAIN ST	VN SENT	Letter Sent	08/20/14		COMM
ENF 14-0556	802 W MAIN ST	LETTER SENT	Letter Sent	08/20/14		COMM
ENF 14-0563	914 N WATER ST	REF TO RAU	REF TO RAU	08/22/14		N
ENF 14-0573	419 HAMBLIN ST	REF TO RAU	Complaint Logged	08/26/14		N
ENF 14-0574	1212 FREEMAN ST	REF TO RAU	REF TO RAU	08/27/14		N
ENF 14-0577	611 QUEEN ST	LETTER SENT	Letter Sent	08/29/14		Y
Total Entries:				13		

Enforcements By Category

09/08/14

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AUGUST, 2014

DEAD TREE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0565	305 W RIDGE ST	LETTER SENT	Letter Sent	08/25/14		N
Total Entries:				1		

FRONT YARD PARKING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0575	516 N PARK ST	REF TO POLICE	Complaint Logged	08/27/14		Y
Total Entries:				1		

GARBAGE & DEBRIS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0501	1407 YOUNG ST	LETTER SENT	Letter Sent	08/04/14		VAC
ENF 14-0502	311 N CEDAR ST	REF TO POLICE	Resolved	08/04/14	09/03/14	Y
ENF 14-0507	1214 PALMER AV	REF TO POLICE	Resolved	08/05/14	08/18/14	N
ENF 14-0508	420 GUTE ST	REF TO POLICE	Resolved	08/05/14	08/18/14	Y
ENF 14-0518	422 BRANDON ST	REF TO POLICE	REF TO POLICE	08/08/14		N
ENF 14-0521	639 E COMSTOCK ST	REF TO POLICE	REF TO POLICE	08/11/14		Y
ENF 14-0522	1427 W MAIN ST	LETTER SENT	Resolved	08/11/14	08/15/14	N
ENF 14-0531	1051 TRACY ST	CI ISSUED	Civil Infrac Issued	08/13/14		N
ENF 14-0543	120 S OAK ST	REF TO POLICE	Resolved	08/18/14	09/06/14	N
ENF 14-0545	415 GENESEE ST	LETTER SENT	Letter Sent	08/18/14		Y
ENF 14-0551	502 ELIZABETH ST	REF TO POLICE	Resolved	08/19/14	09/03/14	Y
ENF 14-0564	112 N WASHINGTON ST	EXTEN GRANTED	Extension Granted	08/25/14		COMM
ENF 14-0566	913 HUNTINGTON DR	REF TO POLICE	Complaint Logged	08/25/14		N
ENF 14-0567	320 N OAK ST	REF TO RAU	Complaint Logged	08/25/14		Y
ENF 14-0570	300 W MAIN ST	VN SENT	Letter Sent	08/26/14		COMM
ENF 14-0571	820 HUNTINGTON DR	LETTER SENT	Letter Sent	08/26/14		N

Enforcements By Category

09/08/14

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AUGUST, 2014

Total Entries: 16

GARBAGE CANS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0561	315 W RIDGE ST	LETTER SENT	Resolved	08/22/14	08/22/14	Y
ENF 14-0562	421 GRACE ST	LETTER SENT	Resolved	08/22/14	08/22/14	N

Total Entries: 2

LAWN MAINTENANCE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0496	120 N HOWELL ST	RESOLVED	Resolved	08/04/14	08/15/14	N
ENF 14-0498	1700 W STEWART ST	RESOLVED	Resolved	08/04/14	09/02/14	VAC
ENF 14-0504	1711 FREDERICK ST	RESOLVED	Resolved	08/04/14	08/14/14	VAC
ENF 14-0505	930 JEROME AV	RESOLVED	Resolved	08/05/14	08/18/14	VAC
ENF 14-0506	706 JEROME AV	WO SUBMITTED	WO Submitted	08/05/14		N
ENF 14-0511	813 S PARK ST	RESOLVED	Resolved	08/06/14	09/05/14	VAC
ENF 14-0512	1407 YOUNG ST	RESOLVED	Resolved	08/06/14	08/15/14	Y
ENF 14-0513	420 S CEDAR ST	RESOLVED	Resolved	08/06/14	08/15/14	N
ENF 14-0516	1332 N WATER ST	RESOLVED	Resolved	08/07/14	08/15/14	N
ENF 14-0519	214 N OAK ST	RESOLVED	Resolved	08/08/14	08/11/14	N
ENF 14-0524	900 LINGLE AV	RESOLVED	Resolved	08/11/14	09/05/14	N
ENF 14-0537	832 S BALL ST	RESOLVED	Resolved	08/13/14	09/05/14	VAC
ENF 14-0538	1803 W STEWART ST	RESOLVED	Resolved	08/14/14	09/05/14	VAC
ENF 14-0549	1200 GEORGE ST	RESOLVED	Resolved	08/18/14	08/28/14	N
ENF 14-0550	1410 HERMAN ST	LETTER SENT	Letter Sent	08/18/14		VAC
ENF 14-0553	817 HUNTINGTON DR	RESOLVED	Resolved	08/20/14	09/03/14	VAC
ENF 14-0569	520 E MASON ST	RESOLVED	Resolved	08/26/14	08/27/14	Y
ENF 14-0581	1220 W OLIVER ST	RESOLVED	Resolved	08/29/14	09/08/14	N

Enforcements By Category

09/08/14

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AUGUST, 2014

Total Entries: 18

MISC VEHICLE VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0517	921 N BALL ST	REF TO RAU	Resolved	08/07/14	09/04/14	N

Total Entries: 1

MISC.

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0536	832 S BALL ST	RESOLVED	Resolved	08/13/14	08/14/14	VAC
ENF 14-0552	534 W STEWART ST	REF TO RAU	Resolved	08/20/14	08/29/14	VAC

Total Entries: 2

MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0510	433 E COMSTOCK ST	REF TO POLICE	Resolved	08/06/14	09/03/14	Y
ENF 14-0514	906 S SAGINAW ST	REF TO POLICE	Resolved	08/07/14	09/06/14	Y
ENF 14-0523	728 N PARK ST	REF TO POLICE	REF TO POLICE	08/11/14		Y
ENF 14-0542	620 ALGER AV	EXTENSION GRANTED	Extension Granted	08/15/14		Y
ENF 14-0578	1220 W OLIVER ST	VN SENT	Letter Sent	08/29/14		Y
ENF 14-0579	1005 N SAGINAW ST	LETTER SENT	Letter Sent	08/29/14		Y
ENF 14-0580	1013 W STEWART ST	REF TO POLICE	Complaint Logged	08/29/14		Y

Total Entries: 7

RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0497	203 N SHIAWASSEE ST	RAU INSPECTED	Resolved	08/04/14	08/12/14	Y
ENF 14-0515	906 S SAGINAW ST	LETTER SENT	Resolved	08/07/14	09/08/14	Y
ENF 14-0526	314 E MASON ST	REF TO RAU	INSPECTION PENDIN	08/12/14		Y

Enforcements By Category

09/08/14

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AUGUST, 2014

ENF 14-0527	404 N SAGINAW ST	RESOLVED	Resolved	08/12/14	08/18/14	Y
ENF 14-0528	417 E EXCHANGE ST	LETTER SENT	Letter Sent	08/12/14		Y
ENF 14-0529	714 FLETCHER ST	LETTER SENT	Resolved	08/13/14	08/20/14	Y
ENF 14-0560	534 W STEWART ST	LETTER SENT	Resolved	08/22/14	08/28/14	Y
ENF 14-0568	321 N BALL ST	REF FOR RENTAL INSPECT	Complaint Logged	08/25/14		Y
ENF 14-0572	1424 YOUNG ST	LETTER SENT	Letter Sent	08/26/14		Y
ENF 14-0576	447 ABBOTT ST	LETTER SENT	Letter Sent	08/29/14		Y

Total Entries: 10

VACANT PROPERTY REG

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0520	215 W WILLIAMS ST	LETTER SENT	Resolved	08/08/14	09/02/14	VAC
ENF 14-0525	1260 ADAMS ST	LETTER SENT	Letter Sent	08/12/14		VAC
ENF 14-0535	832 S BALL ST	LETTER SENT	Resolved	08/13/14	08/27/14	VAC
ENF 14-0539	1803 W STEWART ST	LETTER SENT	Letter Sent	08/14/14		VAC
ENF 14-0541	902 CORUNNA AV	LETTER SENT	Resolved	08/15/14	09/02/14	VAC
ENF 14-0546	221 W STEWART ST	LETTER SENT	Resolved	08/18/14	08/20/14	VAC
ENF 14-0547	722 ADAMS ST	LETTER SENT	Resolved	08/18/14	09/03/14	VAC
ENF 14-0548	333 N SAGINAW ST	LETTER SENT	Letter Sent	08/18/14		VAC
ENF 14-0554	654 N WATER ST	LETTER SENT	Resolved	08/20/14	08/29/14	VAC
ENF 14-0557	1410 HERMAN ST	LETTER SENT	Letter Sent	08/21/14		VAC
ENF 14-0558	817 HUNTINGTON DR	LETTER SENT	Resolved	08/21/14	08/26/14	VAC

Total Entries: 11

Total Records: 86

Total Pages: 5

Enforcements By Category

AUGUST, 2014

09/08/14

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RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental

N - No, it's not a rental - owner occupied

APTS - Apartment Building

COMM - Commercial

REPO - Repossession

TRAIL - Trailer Park

VAC - Vacant House

VL - Vacant Lot

IND - Industrial

HOME OCC - Home Occupation



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

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

MEMORANDUM

DATE: September 9, 2014

TO: Owosso City Council

FROM: Kevin Lenkart

RE: August 2014 report

Attached are the statistics for the police department for august 2014. This report includes activity for the month of August and year-to-date statistics. Also attached is a list of Field Contacts, which are incidents that the police are dispatched to that require no further follow up than the officers initial response.

Also included is the Burning Violation reports for August.



Case Assignment/Clearance Report For August, 2014

August 2014

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
PART I OFFENSES					
ROBBERY	0	0	0	0	0 %
AGGRAVATED ASSAULT	4	2	22	14	63 %
BURGLARY	3	4	31	33	106 %
LARCENY	27	11	147	103	70 %
MOTOR VEHICLE THEFT	1	1	9	9	100 %
SIMPLE ASSAULT	11	4	61	44	72 %
ARSON	0	0	1	1	100 %
FORGERY & UTTERING	0	0	3	2	66 %
COUNTERFEITING	0	0	3	1	33 %
FRAUD	7	4	56	21	37 %
EMBEZZLEMENT	0	0	2	2	100 %
WEAPON CRIMES- CARRY, POSS,	0	0	1	1	100 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	0	0	5	1	20 %
NARCOTICS VOLIATIONS	8	5	54	36	66 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	2	0	0 %
SEX OFFENSES 2	3	4	25	18	72 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDNAPPING	0	0	0	0	0 %
BURGLARY RESIDENTIAL	4	0	14	0	0 %
BURGLARY COMMERCIAL	1	0	2	1	50 %
RESISTING/OBSTRUCTING	0	0	3	2	66 %
PART I OFFENSES	69	35	441	289	65 %
PART II OFFENSES					
PAROLE/PROBATION VIOLATION	0	0	13	14	107 %
NATURAL DEATH	4	1	18	8	44 %
RETAIL FRAUD	0	0	8	8	100 %
RUNAWAY	3	1	38	21	55 %
VIOLATION PPO/ COURT ORDER	0	0	2	3	150 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	1	1	1	3	300 %
TRAFFIC OFFENSES OTHER	4	0	45	14	31 %
CRIMINAL CASE OTHER	0	0	0	0	0 %
WARRANT ARREST	16	9	122	93	76 %
SUSPICIOUS CIRCUMSTANCES	4	2	22	11	50 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	10	6	53	36	67 %
DOMESTIC ASSAULT/SITUATION	17	10	128	81	63 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	13	7	62	80	129 %
RECOVERED PROPERTY	1	1	1	1	100 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	1	1	6	3	50 %
DOA	0	0	0	0	0 %
ANIMAL COMPLAINTS	2	0	13	7	53 %
MISSING PERSON	0	0	0	0	0 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	1	0	3	0	0 %
TRAFFIC - HIT & RUN	6	2	45	25	55 %
FIRES - NOT ARSON	0	0	3	1	33 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	12	2	100	69	69 %
CRIMES AGAINST FAMILY &	1	1	10	7	70 %
DRIVING WHILE IMPAIRED	1	2	25	27	108 %
LIQUOR LAW VIOLATIONS	3	0	26	12	46 %
DISORDERLY CONDUCT	4	0	23	9	39 %
OTHER CRIMES	18	14	148	125	84 %
IMPOUND / TOW FOLLOW-UP	0	0	0	0	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	27	10	262	191	72 %
THREATS	0	0	4	3	75 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	13	4	82	50	60 %
<i>PART II OFFENSES</i>	<i>162</i>	<i>74</i>	<i>1,263</i>	<i>902</i>	<i>71 %</i>
Grand Totals:	231	109	1,704	1,191	69 %

Field Contact By Reason Summary Report

August 2014

Reason for Contact	Count
911 Hang Up	18
Abandoned Vehicle	2
False Alarm Commercial	16
False Alarm Residential	5
All Other Service Reports	14
Animal Complaints Other	15
Assist Ambulance	5
Assist To Other Dept	20
Assist Officer	1
Attempt To Locate	16
Attempt Suicide	1
Barking Dog	13
Burning Ordinance	1
Careless Driving	1
Civil Dispute	18
Code Enforcement - Owosso	1
Deliver Emergency Message	1
Disturbance	23
Fight / No Assault	5
Fireworks	4
Found Property	1
Gun Permit/register	26
Harrassment	14
Homeless Voucher	1
Liquor Inspections	2
Loud Music	8
Loud Party	5
Damage To Property	1
Open Door	1
Ordinance Violation	3
Parking Problem	17
Pawn Ticket	136
Peace Officer	15

Reason for Contact	Count
Prowler	3
Reckless Driver	2
Road Hazard	2
Suspicious Person	34
Suspicious Situation	56
Suspicious Vehicle	17
Trouble With Kids	27
Trouble With Neighbor	14
Trouble With Subject	46
Trespassing	2
Phone Harassment	3
Unwanted Subject	2
Vacation Check	3
Vehicle Inspection	1
Welfare Check	37
Wire Down	4
Work Traffic	79

BURNING VIOLATION - CITATION ISSUED

August 2014

INCI_ID	DATE_REPT	STREET	STREET
201404769	08/07/2014 11:54:24	317	W CASS ST
201404769	08/11/2014 17:36:10	6905	E NORTH RIDGE RD

BURNING VIOLATIONS - NO CITATION ISSUED

August 2014

CASE_ID	FCDATE	STREET	STREET
201404959	08/14/2014 21:54:00	823	S ALGER AVE



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

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

MEMORANDUM

DATE: September 10, 2014
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: August Fire & Ambulance Report

During the month of August 2014:

Fire Department responded to 241 Ambulance calls.

Fire Department responded to 11 Fire calls.

- 1 – Vehicle Accident
- 1 – Unauthorized burning
- 1 – Gas leak or smell
- 3 – False Alarm
- 1 – Power line down
- 1 – Arching electrical line
- 3 – Smoke investigation

MINUTES OF THE OWOSSO HISTORICAL COMMISSION

JULY 14, 2014

Meeting was called to order by Chairperson, Joni Forster at 7:00pm at the Gould House. Present as guests were Mayor Ben Frederick, Becky Hoddy Smith, Gary Wilson, Heather Deason, Bozena Bienias, Lori Bailey and Gordon Pennington.

Commission members in attendance were Sue Ludington, James Gutting, Lorraine Weckwert, Elaine Greenway, Jennifer Adams-Mahoney, Joni Forster, Sue Osika, and Kerry Baker.

Being that the former Director of Historical Properties had just resigned, we were without Minutes, Director's Report and a Treasurer's Report for the month of July.

Guests Ben Frederick and Gary Wilson and Becky Hoddy Smith were in attendance to address the issue of the Seegmiller House. The Seegmiller House was scheduled to be demolished by Baker College until a group of people protested the destruction of an 1860's significant house in Owosso history. Frederick, Wilson and Hoddy-Smith are heading up that group to save the Seegmiller House. A plan for usage of the property is an essential component of this effort. Bila Construction has been contacted for a necessary cost assessment for restoration, due by August. In July, Gary Wilson, as president of Preservation Owosso, has engaged the services of an architectural historian to also contribute a considered opinion on the condition and salvation of this historic house. Wilson is quoted as saying this is an opportunity for Baker to develop a partnership with the community as never before with the Hoddy Block becoming a true neighbor, with all considerations. Becky Hoddy Smith said it was never her father's intent to tear down the Seegmiller House, but rather to preserve it. The OHC appointed new member Jennifer Adams as their representative to this preservation group.

The Castle floors will be repaired and restored by Mr. Dick Martin beginning July 21. Castle will be closed on July 19th, with plans to reopen on August 5th. DPW will aid by removing the furniture. Lorraine Weckwert was appointed to be in charge of this project including replacement and relocation of display and furniture.

Lorraine brought up the topic of the north and south porches of the Gould House which are in desperate need to replacement. The topic of the infestation of honey bees within the walls of the Gould House also was brought to the floor. Mayor Frederick reminded the OHC that we have "tens of thousands" of dollars available for such maintenance of the Gould House. Jennifer volunteered the services of her husband who is a professional building inspector to give us a report on needed repairs at the Gould House, including the porches. Lorraine had been appointed to seek reputable contractors for bids on repair.

There was a motion from James Gutting to do an interior and exterior assessment of repair of the Gould House and Carriage House and was seconded by Elaine Greenway. Motion was voted on and passed.

Sue Ludington reported that she had inspected apartment #2, which is currently rented by the RESD for \$720.00 per month, although they actually pay just \$600.00 because of a long term rental agreement. She reports that there are plumbing issues with little water pressure, the windows are painted shut in violation of safety codes, but that the apartment is a lovely space needing some updating. Apartment #3 is rented by City Manager Donald Crawford, which is actually a larger apartment for \$650.00. Both apartments include cable, phone, water, garbage. Sue Ludington moved to repair the plumbing in the kitchen and bathroom in apartment #2, with costs not to exceed \$1000. Second by Kerry Baker. Motion passed.

Elaine Greenway reported for the 2014 Home Tour that there are 15 committed buildings and Oak Hill Cemetery with sponsorships thus far of \$1825 and \$750.00 for the booklet

We discussed hiring our summer intern Michael Gute to be a paid docent as well as his internship duties for a few weeks before he departs on August 25th for Eastern Michigan University, Historic Preservation Masters Program.

Kerry Baker said that the Mitchell Museum had many items relating to Owosso history including some Tom Dewey items, and recommended that at least one member of the Acquisitions Committee attend. All recommend that Gary Wilson attend the auction as the Acquisitions Committee representative with his entry fee paid by the OHC.

Kerry also brought up the fact that the Owosso Carriage, which was donated to OHC by Bill Mitchell, and year later removed from our location by him and taken back without permission or agreement, is to be sold at the upcoming Mitchell auction. The group agreed to take steps to reacquire the OHC carriage. Kerry Baker gave us all an affidavit about how the carriage was removed from OHC without permission as she was at the time of the removal an employee of Mitchells and was present at the removal of the carriage.

James Gutting left the meeting at 8:04.

For the event of "Tour Our Town", it was approved to have two baskets of items as prizes from OHC.

Jennifer Adams/Mahoney volunteered to be on the landscaping committee for the Castle and the Gould House.

The moosehead which was recently acquired through donations is stored presently in Comstock Cabin, as DPW doesn't think it will fit up the stairs to the Castle. It will cost \$200.00 to have the horns removed and replaced by a taxidermist.

The Curwood-Hoddy-collection of historic items has been gratefully received from a donation by Baker College. This is an extensive collection of movie posters, and 28 volumes of Curwood writing, clippings,

manuscripts and screenplays, etc. The items have been inventoried and upon the formal agreement between the City and Baker College being accepted, announcements will be made about the collection.

Becky Hoddy Smith told the story of how Hoddy acquired the posters and film from Mrs. Curwood after he bought the house and she wanted to sell the items to Hoddy.

Heather Deason offered to digitize copies and make hard copies of some photos donated of Curwood at the Castle and Becky Hoddy Smith offered to pay for the hard copies.

Motion to Adjourn by Elaine Greenway, seconded by Sue Ludington at 8:51pm

Submitted by Lorraine Weckwert, temporary secretary!

OWOSSO HISTORICAL COMMISSION MINUTES OF MEETING AUGUST 11, 2014

Meeting was called to order at 7:12 by chairperson Elaine Greenway. Present were Jennnifer Adams, Kerry Baker, Sue Ludington and Lorraine Weckwert, as well as Greenway.]

No Treasurer's report (again!).

Motion was made by Sue Osika to accept the minutes as presented, Sue Ludington seconded the motion and all approved with a yes vote.

Lorraine asked for a fund to put the Castle back together after the floor refinishing for things such as a new toilet seat(!), felt pads for the bottoms of furniture to forestall scratching of the new finish, wastebaskets, etc. An amount of \$200.00 was approved.

Lorraine made a request for a budget for the Acquisitions Committee. Last year the amount was \$500.00. Lorraine moved and Kerry Baker seconded that \$500.00 again be allotted to the Acquisitions Committee, which consists of Gary Wilson, Mitch Speers, and Lorraine Weckwert.

Inquiry was made of the status of the sign ordered with hours posted for Curwood Castle to replace (hopefully with insurance reimbursement) the sign which was knocked down by a city truck. Lorraine will investigate.

Sue Ludington reported on her task of assessing the rental units of the Gould House. She recommends that we send letters to our renters outlining lease changes proposed, which will now not include the telephone, cable and electric. Sue will send those letters on the OHC behalf. Currently our gross is \$15,240 a year in rent for the apartments.

Sue Ludington was authorized to spend up to \$1000.00 to fix a plumbing problem, and then found that the repair had been done without our knowledge and authorization in one apartment unit. She will attempt to resolve this issue within the City and between the City and the OHC, who has the authority over this building.

Jennifer reported that she and her husband, who have kept bees, will plug holes in the Gould House structure, move the queen and the hive, at no cost to the OHC. Sue Ludington moved, seconded by Kerry, to authorize her to proceed. Motion passed.

Jennifer reported on a building inspection of the Gould House, completed by her spouse, who is a professional building inspector. The report stated that we must fix the leaks in the gutter system of the roof, and then the porches, which are being dripped upon because of the leaky gutters.

Carriage owned by OHC, and being sold by Mitchell's in their auction: Sue Osika had volunteered to contact auctioneer Troy Crowe to inform him of the carriage being OHC's to see what he could do about the situation, hopefully to withdraw the carriage from the auction.

Elaine reported on progress of the Historic Home Tour for 2014: Tyson Rude had been contacted to update the owossohistorichometour.com web site: Paul Heimnick had been taking the photos of the various buildings on tour for inclusion in the ticket booklet: Tomac's Pumpkin and Squash Farm will again be at the Castle to lend fall color and sell their product: Musical entertainment will be provided: Cabin will again be open and displayed with furs and traps: She has been pledged \$1925 in sponsorships.

City Manager Don Crawford reported that we had received several applications for the Historic Facilities Director's position and would begin the interview process soon. OHC members who were interested in the interview process were Lorraine Weckwert, Kerry Baker, Sue Ludington, and Elaine Greenway.

City Manager Crawford also had contacted a local taxidermist who could rework the antlers of the moose head so as to fit it into the Castle to hang above the mantle, as it did in Curwood's time.

Meeting adjourned at 9:08pm.

Submitted by Lorraine Weckwert

**Minutes
Regular Meeting of the Parks & Recreation Commission
Council Chambers, City Hall
August 25, 2014 – 6 p.m.**

- Call to order:** The meeting was called to order at 6:00 p.m. by Chairman Espich.
- Pledge of Allegiance:** The Pledge of Allegiance was recited by all in attendance.
- Roll Call:** Taken by Recording Secretary Marty Stinson.
- Members Present:** Chairman Michael Espich; Vice-Chairman Jeff Selbig; Commissioners Tim Alderman, Shane Nelson, and Kristen Woodbury.
- Members Absent:** None.
- Others Present:** Ms. Susan Montenegro, Assistant City Manager and Director of Community Development.

Chairman Espich introduced the new commissioner, Shane Nelson, who is replacing Commissioner Nicole Hathaway.

Approve Agenda for August 25, 2014 meeting:

A motion to approve the agenda for August 25, 2014 meeting was made by Commissioner Alderman and supported by Commissioner Woodbury.
Ayes: all. Motion carried.

Approve Minutes from July 28, 2014 meeting:

A motion to approve the minutes from the July 28, 2014 meeting was made by Commissioner Woodbury and supported by Commissioner Selbig.
Ayes: all. Motion carried.

Public Comments: None

Board Comments:

Commissioner Alderman welcomed Commissioner Nelson to the Board.

Communications:

1. Staff memorandum
2. June 23, 2014 minutes

Business:

1. Park Hours – Kevin Lenkart

Public Safety Director Kevin Lenkart spoke about the park hours. The city doesn't have an ordinance other than the park rules. The police don't enforce rules. It would be best to have the same rules for all parks because people from out of town don't know the names of the parks. Police can't be in the parks 24/7. 10 p.m. seems to be the normal closing time around the state. Discussion continued about vandalism; lighting; Hopkins Lake having all night fishing; and lights being on for extended hours might invite people to come and play past closing hours.

Chief Lenkart commented about security cameras being what you pay for; that the board couldn't ask for officers or central dispatch to monitor the cameras continuously; that if they could be reached, they'll be damaged; and that the cameras would be recording in the dark.

Motion by Commissioner Alderman, supported by Commissioner Selbig, to table this topic for another month.

Ayes: all. Motion carried.

Discussion about finding out what other cities have done with a look at park ordinances in Michigan through Google, and Municode.com for further research.

2. Trail Maintenance at Collamer Park (Kiwanis Trail)

Ms. Montenegro has been in contact with Doug Cornell who is a member of the a.m. Kiwanis Club. He and his wife would like to step into the role to clean and maintain the trail. Mr. Cornell will talk with the a.m. Kiwanis Club as well to seek their involvement in maintaining the trail.

3. Community Garden Waivers

Ms. Montenegro noted that the Commission has a copy of the waiver that was accepted by the Community Garden group. This has been out on the website. The waiver was purely informational for the board.

4. Ice Rink Update

Chairman Espich noted that he sent an e-mail to Mark Sedlak to measure the court at Bentley Park. That will be done and the rink will be ordered by September first.

5. Sledding Hill Safety Concerns at Holman Grove

Chairman Espich looked at the steps. He had an idea about packing the steps with limestone. He will look at them again with Mr. Sedlak. He will also consult with Mr. Sedlak about the shorter steps going northwest for the smaller children. Ms. Montenegro said that maybe some of the dirt could be used for a berm in front of the trees. Discussion about the top of the hill being flattened out, and a possible railing with rope and posts.

Discussion:

Commissioner Woodbury asked about locking and unlocking the Bentley bathrooms. A few volunteers are locking and unlocking the bathrooms on a rotating basis.

Ms. Montenegro likes the idea of adding more lights as the vandalism seems to be getting worse. We need to see what other communities are doing; get more signs up; calling the non-emergency 911 more frequently; develop and take more pride in our community and local parks. Locks with timers were suggested. Possibly lights with timers were suggested; enforce park hours.

Public / Board Comments: None

Adjournment:

A motion to adjourn the meeting was made by Commissioner Selbig and was supported by Commissioner Alderman. The meeting adjourned at 6:42 p.m.

Ayes: all. Motion carried.

mms

Susan Montenegro, Secretary

MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
Council Chambers, City Hall
August 25, 2014 – 7:00 pm

CALL TO ORDER: Meeting was called to order at 7:00 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, Vice-Chairman Frank Livingston, Secretary Tom Kurtz, Commissioners David Bandkau, and Brent Smith.

MEMBERS ABSENT: Commissioner Mike O'Leary, Thomas Taylor, Craig Weaver, and Randy Woodworth.

OTHERS PRESENT: Susan Montenegro, Assistant City Manager and Director of Community Development, Mr. Robert Zalokar, 1200 Ward Street, Rezoning Applicant; Margaret Sowle, 321 W. Williams Street.

AGENDA APPROVAL:

MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER BANDKAU TO APPROVE THE AGENDA FOR AUGUST 25, 2014.

YEAS ALL. MOTION CARRIED.

MINUTES APPTOVAL:

MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER SMITH TO APPROVE THE MINUTES FOR THE MEETING FOR JULY 28, 2014.

YEAS ALL. MOTION CARRIED.

MINUTES APPTOVAL:

MOTION BY COMMISSIONER BANDKAU, SUPPORTED BY COMMISSIONER LIVINGSTON TO APPROVE THE MINUTES FOR THE MEETING FOR AUGUST 11, 2014.

YEAS ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff memorandum
2. PC minutes from July 28, 2014 – Regular Meeting
3. PC minutes from August 11, 2014 – Special Meeting
4. Rezoning Application – 408 N. Water Street – Public Hearing

COMMISSIONER / PUBLIC COMMENTS: None

PUBLIC HEARING: Rezoning Application for 408 N Water Street from R-1 to OS-1

Mr. Robert Zalokar, 1200 Ward Street, applicant for the rezoning of 408 N. Water Street thanked the board for listening to his request. He is a certified financial planner and investment manager. His business is growing. He plans a low profile business, and has one employee. He has already purchased home because another buyer came along. The parking will be in the back alley with access for himself and assistant. Street parking will be for the public. He goes to the majority of his clients and there will not be a lot of traffic to his office. The house has a beautiful character. He will change nothing about it on the exterior. He will have a small sign in front. There will not be a disruption to his neighbors. He will keep his business in Owosso for a good many years. This same street has other businesses in homes.

Ms. Margaret Sowle, 321 W. Williams Street asked if he would be living there. Mr. Zalokar replied, no, not at this time. Ms. Sowle asked if there was a possibility of renting an apartment. He replied, yes, there was a possibility, but he was not able to at this time. There is no kitchen, etc. It would be possible in the

future. He doesn't have any immediate plans at this time. Ms. Sowle asked why is he moving. Mr. Zalokar replied that he had a great landlord and then got a new one who allowed things to start happening to his current work area. The ultimate goal is to pay himself rent. This is a great piece of real estate.

Ms. Sowle asked if this is rezoned, does this affect the tax base in the neighborhood. Commissioner Bandkau answer that in general no it did not; only the building that is rezoned with the business; not the neighborhood. Commissioner Bandkau also noted that in the event we rezone to OS-1, we do need a special use permit to add an apartment. Ms. Montenegro added he would need to have adequate parking.

Chairman Wascher asked if there were any letters or other correspondence regarding this request. Ms. Montenegro replied no.

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER SMITH THAT THE OWOSSO PLANNING COMMISSION CONFIRMS THE ZONING CHANGES FOR 408 N. WATER ST. FROM R-1, SINGLE FAMILY RESIDENTIAL TO OS-1, OFFICE SERVICE AND HEREBY RECOMMENDS SENDING TO CITY COUNCIL FOR A PUBLIC HEARING.
YEAS ALL. MOTION CARRIED.**

BUSINESS ITEMS:

1. Election of Officers.

**MOTION BY COMMISSIONER BANDKAU, SUPPORTED BY COMMISSIONER SMITH TO RE-ELECT THE CURRENT SLATE OF OFFICERS.
YEAS ALL. MOTION CARRIED.**

Those officers are Chairman William Wascher, Vice-Chairman Frank Livingston, and Secretary Tom Kurtz.

2. Discuss Future Land Use and Potential Rezoning along the M-71 Corridor.

Ms. Montenegro studied the city master plan future land use map with current zoning and identified 47 properties. City Manager Don Crawford suggested the commission work from east towards town. Commissioner Bandkau noted the board should be mindful of Caledonia Township. Washington Street and M-71 is industrial to the south area; Gould to Washington is an island to itself with the railroad and the river.

It was requested that Ms. Montenegro make a comparison of owner occupied vs. rental occupancy. She will also check out potential light industrial zoning. The commission will consider where they see the M-71 corridor in the future. Right now continuity is not clear, but it's important in the future.

Commissioner Kurtz offered that the cement business and the car dealership are not goin anywhere and that the board needs to look at them before the meetings. Commissioner Smith questioned environmental issues within 200 feet of the railroad tracks. Ms. Montenegro will be checking for a map.

ITEMS OF DISCUSSION:

The next meeting will have further discussion for public workshops for the zoning changes for the M-71 corridor.

COMMISSIONER / PUBLIC COMMENTS: None.

ADJOURNMENT:

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER SMITH TO ADJOURN AT 7:45 P.M.
YEAS ALL. MOTION CARRIED.**

Tom Kurtz, Secretary

mms