

**CITY OF OWOSSO**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**MONDAY, DECEMBER 01, 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 NOVEMBER 17, 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.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

**CONSENT AGENDA**

1. Special Assessment District No. 2014-02 – Hazards and Nuisances. Authorize Resolution No. 1 setting a public hearing for Monday, December 15, 2014 to receive citizen comment regarding Special Assessment District No. 2014-02, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances.
2. 2015 Schedule of Meetings. Adopt the 2015 Boards and Commissions Meeting Schedule.

3. Boards and Commissions Appointment. Approve the Mayoral appointment of Barbara Baker-Omerod as the City of Owosso representative on the Shiawassee Council on Aging Board of Directors for a term expiring June 30, 2017 (filling the unexpired term of V. Teich).
4. Mutual Aid Law Enforcement Agreement – Corunna. Approve Mutual Aid Law Enforcement Agreement with the City of Corunna for the mutual provision of police protection as necessary.
5. Warrant No. 493. Authorize Warrant No. 493 as follows:

Vendor	Description	Fund	Amount
Rehmann Robson	Audit of FY 13/14 - Progress billing #1	General	\$17,000.00

6. Check Register–October 2014. Affirm check disbursements totaling \$1,538,909.89 for the month of October 2014.

### **ITEMS OF BUSINESS**

1. Lot Split Authorization – 109 North Washington Street. Authorize the division of City lot under Michigan Subdivision Control Act for platted lot commonly known as 109 North Washington Street, parcel # 050-470-022-013-00. (This item was postponed from the meetings of October 6 & November 3, 2014.)
2. Brownfield Redevelopment Plan Amendment #1 District #15 – Armory. Consider Amendment #1 to the Brownfield Redevelopment Plan for District #15 – Armory, contingent upon approval of the amended plan by the Downtown Development Authority/Owosso Main Street Board.
3. Budget Transparency Discussion. Discussion of the City's budget and finances and the transparency of said information.

### **COMMUNICATIONS**

1. Amy K. Kirkland, City Clerk. Council on Aging Appointment.
2. Downtown Development Authority/Main Street. November 5, 2014 meeting – no quorum.
3. Historical Commission. Minutes of November 10, 2014.

### **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, December 15, 2014

### **BOARDS AND COMMISSIONS OPENINGS**

Owosso Community Airport Board, term expiring December 31, 2015.

### **ADJOURNMENT**

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

**OWOSSO CITY COUNCIL**

**NOVEMBER 17, 2014**

**7:35 P.M.**

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

**OPENING PRAYER:** PASTOR ERIC STANTON  
CARLAND ZION BRETHREN IN CHRIST CHURCH

**PLEDGE OF ALLEGIANCE:** DELLA SCOTT

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

**ABSENT:** Councilperson Loreen F. Bailey.

**APPROVE AGENDA**

Motion by Mayor Pro-Tem Eveleth to approve the agenda with the following correction to Consent Agenda Item # 2, Boards and Commissions Appointment, the name should be Dennis Mahoney not Brian Mahoney.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF NOVEMBER 3, 2013**

Motion by Mayor Pro-Tem Eveleth to approve the Minutes of the Regular Meeting November 3, 2014 with the following changes:

Under City Manager Report "Motion by Councilperson Bandkau, to send out current Request for Proposals to move the house to a different location with a deadline of 30 days." Strike out the following: ~~If the house is not moved within 30 days then the house will be demolished.~~ And replace it with the following: "Then there will be a 30- day request for proposal from charitable groups. After that time has expired there will be a request for bids for demolition, allowing a time frame to coordinate with construction in the spring for the parking lot."

Under citizen comments Mark Beatty should be spelled Mark Beattie.

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

**STUDENT REPRESENTATIVE REPORT**

Jerry Burford from Lincoln High School introduced himself saying he was at the meeting to observe.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

A proclamation by Mayor Frederick was presented to Della Scott proclaiming November 2014 as Pancreatic Cancer Awareness Month in the City of Owosso.

**A PROCLAMATION  
OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN  
PROCLAIMING NOVEMBER 2014 AS  
PANCREATIC CANCER AWARENESS MONTH IN THE CITY OF OWOSSO**

WHEREAS in 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,590 will die from the disease; and

WHEREAS pancreatic cancer is one of the deadliest cancers, currently the fourth leading cause of cancer death in the United States, and is the only major cancer with a five-year relative survival rate in the single digits at just six percent; and

WHEREAS when symptoms of pancreatic cancer present themselves, it is typically late stage with 73 percent of pancreatic cancer patients dying within one year of their diagnosis; and

WHEREAS overall cancer incidence and death rates are declining, the incidence and death rates for pancreatic cancer are increasing and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020; and

WHEREAS while Congress enacted the *Recalcitrant Cancer Research Act* requiring the National Cancer Institute to develop a scientific framework for combatting pancreatic cancer and other recalcitrant cancers, it is vitally important that Congress also authorize sufficient funding to allow the NCI to perform the research necessary to fight back against this disease; and

WHEREAS the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in the city of Owosso and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS the Network feels continued effort in Congress is essential to boosting research efforts and potentially finding a cure.

NOW, THEREFORE, I, Benjamin R. Frederick, Mayor of the City of Owosso, Michigan, do hereby proclaim the month of November 2014 as Pancreatic Cancer Awareness Month in the City of Owosso, Michigan and do hereby encourage all citizens of this community to acknowledge and support the Pancreatic Cancer Action Network and their activities to inform and serve the citizens of our community because their services make a difference.

Proclaimed this 17<sup>th</sup> day of November, 2014.

#### **PUBLIC HEARINGS**

None.

#### **CITIZEN COMMENTS AND QUESTIONS**

Greg Remington, Lytle Road, asked about who is involved with the Brew Pub project. He also shared that he sits on the Genesee/Lapeer/ Shiawassee Board of Building Trades. He said they are looking for some good qualified applicants for apprenticeship. He also shared there is a shortage of skilled trades people.

Tom Manke, business owner at 118 South Washington Street, thanked the council for doing things for the community with a special thanks for councilperson Bailey for her program for the cats. He also challenged council to step up for the community living in poverty. He thinks they can come together. He believes the reason the road millage failed is because people can't afford it. He also thanked council for the change in the overnight parking.

Ed Urban, 601 Glenwood, commented on the public access channel. He would like it to remain the way it is.

Nicholas Pidek , 624 North Saginaw Street, introduced himself as a candidate for the Owosso Historical Commission. He said he is excited to get involved with the Commission.

Mayor Frederick congratulated the new council members on their first year and thanked them for all the different areas they have taken on. He also thanked council for allowing him to lead the council for the last 5 years.

Councilperson Fox was encouraged to see the Veteran's Monument at Fayette Square completed. He believes the flag pole should be raised because when the American Flag is half-staff most of it is behind the monument. He believes the community supports veterans because of the number people that came out for the Veteran's Day Parade.

Councilperson Greenway reminded everyone about the "Healing Nest" in Corunna. The Nest is dedicated to women and allows a spa day for those suffering with cancer and/or other medical treatment to help lift their spirits.

Councilperson Bandkau thanked Mr. Pidek for stepping up to serve and for encouraging his peers to do the same.

Mayor Frederick complemented the community for the way veterans were honored, listing all of the local events held in their honor. The mayor also remembered veterans who were there at the beginning of the Fayette Square Monument but are no longer with us: Clay Reeves who was the first speaker rededicating the Fayette Square site initially, Leonard Walter, who came to the council chamber 6 years ago asked for a flag at the monument and launched the project, and Father John Downing who said the first prayer 6 years ago.

### **CITY MANAGER REPORT**

City Manager Crawford reported on the leaf pickup. He said the DPW has picked up about 90% of the leaves and would be starting the second and final pickup in a couple of days.

He also reported on appearing in front of a State Legislature Committee on Financial Liability Reform. The bill he spoke to would affect about 40 communities throughout the state. There was a bill that passed which would allow for communities with AA rating to bond for retirement contributions. Owosso does not have a AA rating and probably never will because of a couple of reasons, value of the community per capita and wealth of a median family income. If the bill does pass, it will save about \$400,000 per year for the City. It will be a long process if the bill does get passed.

### **CONSENT AGENDA**

Overnight Parking Permission. Approve request from Owosso Main Street to designate the first three parking spots on the west side of South Washington Street, immediately north of Comstock Street, for the patronage of businesses open 24-hours in the downtown, waive the insurance requirement, and authorize Traffic Control Order No. 1325 formalizing the request. (This Order will also amend Traffic Control Order Nos. 319, 459, and 645.)

Boards and Commissions Appointments. Approve the following Mayoral appointments:

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Nicholas Pidek	Historical Commission	12-31-2017
Dennis Mahoney <sup>1</sup>	Historical Commission	12-31-2017
Erin Powell <sup>1</sup>	Historical Commission	12-31-2017
Michael Espich <sup>2</sup>	Parks & Recreation Commission	06-30-2016
Jeff Selbig <sup>2</sup>	Parks & Recreation Commission	06-30-2016

<sup>1</sup> Indicates reappointment

<sup>2</sup> Indicates the correction of a clerical error in original appointment

Final Change Order & Final Payment– 2014 Alley Resurfacing Program. Authorize Change Order No. 1-Final to the contract with Mike & Son Asphalt, Inc. for the 2014 Alley Resurfacing Program including an additional \$3,442.28 for the repair of Oliver Street in front of Emerson School and further authorize payment of said amount from the Major Street Fund as follows:

**RESOLUTION NO.**

**AUTHORIZING PAYMENT TO MIKE & SON ASPHALT, INC.  
FOR WORK COMPLETED ON THE  
2014 ALLEY RESURFACING PROGRAM  
AS AMENDED BY CHANGE ORDER #1-FINAL**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has approved a contract with Mike & Son Asphalt, Inc. for the 2014 Alley Resurfacing program and found it necessary and beneficial to amend the original contract as detailed in Change Order #1-Final; and

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

WHEREAS, the city project manager recommends Pay Estimate #1-Final in the amount of \$56,022.28 for final payment as agreed to by Mike & Son Asphalt, 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 thereto determined that it is advisable, necessary and in the public interest to pay Mike & Son Asphalt, Inc. for work completed on the 2014 Alley Resurfacing project, as amended by Change Order #1-Final.
- SECOND: The accounts payable department is authorized to pay Mike & Son Asphalt, Inc. up to the amount of \$56,022.28 as detailed in Cost Estimate #1-Final.
- THIRD: The original amount of \$52,580.00 shall be paid from the Special Assessment Account number 203-463-818.000. The additional amount of \$3,442.28 shall be paid from the Major Street fund.

Final Change Order & Progress Payment– 2014 Sidewalk Replacement Program. Authorize Change Order No. 1-Final to the contract with Seifert Construction, LLC for the 2014 Sidewalk Replacement Program, including an additional \$14,709.79 for the replacement of driveway approaches on recently paved alleys, minor curb work, and additional sidewalk replacement, and further authorize Progress Payment No. 4 of \$15,844.22, with the remaining \$1,000 to be held as retainage as follows:

**RESOLUTION NO.**

**AUTHORIZING PAYMENT TO SEIFERT CONSTRUCTION, LLC  
FOR WORK COMPLETED ON THE  
2014 SIDEWALK REPLACEMENT PROGRAM  
AS AMENDED BY CHANGE ORDER #1**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has approved a contract with Seifert Construction, LLC for the 2014 Sidewalk Replacement Program and found it necessary and beneficial to amend the original contract as detailed in Change Order #1; and

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

WHEREAS, the city project manager recommends Pay Estimate #4 in the amount of \$15,844.22 for work completed through October 31, 2014, as agreed to by Seifert Construction, LLC.

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

- FIRST: The City of Owosso has thereto determined that it is advisable, necessary and in the public interest to pay Seifert Construction, LLC for work completed on the 2014 Sidewalk Replacement Program as amended by Change Order #1.
- SECOND: The accounts payable department is authorized to submit payment to Seifert Construction, LLC up to the amount of \$15,844.22 as detailed in Cost Estimate #4.
- THIRD: The above expenses shall be paid from the Major and Local Street Maintenance Fund.

Purchase Authorization – WWTP Screw Pump Gear Reducer. Authorize purchase of one Sumitomo Gear Reducer from Motion Industries, Inc. for an influent screw pump at the WWTP in the amount of \$7,763.58 as follows:

#### **RESOLUTION NO.**

#### **AUTHORIZING PURCHASE AND PAYMENT TO MOTION INDUSTRIES FOR A GEAR REDUCER FOR AN INFLUENT SCREW PUMP AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City has determined it necessary and prudent to replace a gear reducer for an influent screw pump at the city of Owosso Wastewater Treatment Plant, Shiawassee County, Michigan, and

WHEREAS, the Plant Replacement Fund can readily finance this necessary replacement cost, and

WHEREAS, Motion Industries is the low bidder in the amount of \$7,763.58 for the Sumitomo Model 407S-25 gear reducer with backstop, bushing and seals.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase the gear reducer from Motion Industries for the amount of \$7,763.58
- SECOND: The purchase contract shall be in the form of a city purchase order and the accounts payable department is authorized to submit payment to Motion Industries in the amount of \$7,763.58 upon satisfactory City receipt of the assembly.
- THIRD: The above expenses shall be paid from the Wastewater Plant Replacement Fund.

Purchase Authorization – HVAC Unit. Authorize purchase and installation of one roof top HVAC unit at the Public Safety Headquarters from Maurer Heating and Cooling Co. in the amount of \$9,679.00, and further authorize payment up to that amount upon satisfactory installation of the unit as follows:

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE PURCHASE OF A ROOFTOP HVAC UNIT  
FOR PUBLIC SAFETY HEADQUARTERS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department has a HVAC unit that is over thirty years old and requires extensive renovation; and

WHEREAS, the City of Owosso desires to purchase one new HVAC unit for Public Safety Headquarters, bids were requested from businesses in the City of Owosso as well as Shiawassee County and Genesee County; and

WHEREAS, Maurer Heating and Cooling Co. from Owosso Michigan submitted the lowest bid meeting the requirements.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase one Bryant efficiency rooftop unit (8 ½ ton), for a cost to the City of Owosso of \$9,679.00
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Maurer Heating and Cooling Co. for the purchase and installation of said unit.
- THIRD: Payment to Maurer Heating and Cooling Co. is hereby authorized in the amount of \$9,679.00 upon delivery and installation of the unit.
- FOURTH: The above expenses shall be paid from the Police Division Capital Outlay fund 101-300-978.000.

Warrant No. 492. Authorize Warrant No. 492 as follows:

Vendor	Description	Fund	Amount
Logicalis, Inc	Network engineering-October 2014	General	\$ 8,568.00
State of Michigan	Annual MDEQ fee for public water supplies	Water	\$ 5,372.01
Brown & Stewart, PC	Professional services- Oct 14, 2014 – Nov 10, 2014	General	\$ 9,361.56

Motion supported by Mayor Pro-Tem Eveleth

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bailey.



## **ITEMS OF BUSINESS**

### **FUTURE OF PUBLIC ACCESS CHANNELS**

There was a discussion by council on the Public Access Channels. Councilperson Fox shared that he thought he could get some volunteers to operate the channel and felt it could be successful.

Motion by Councilperson Fox to table the item for further study and discussion.

Motion supported by Councilperson Bandkau.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bailey

### **COMMUNICATIONS**

Charles P. Rau, Building Official. October 2014 Building Department Report.

Charles P. Rau, Building Official. October 2014 Code Violations Report.

Kevin D. Lenkart, Public Safety Director. October 2014 Police Report.

Kevin D. Lenkart, Public Safety Director. October 2014 Fire Report.

Zoning Board of Appeals. Minutes of October 21, 2014.

Historical Commission. Minutes of October 30, 2014.

Historical Commission. Minutes of November 5, 2014.

### **CITIZENS COMMENTS AND QUESTIONS**

Tom Manke business owner at 118 South Washington Street, shared that in 1983-84 he went to the cable authority and was given a channel. At first there were 3 churches, of different denominations involved. He suggested the city give the channel back to the people.

Greg Remington, said Senate Bill 358, sponsored by the manufacturing association and the mining companies, would do away with electrical licensing in manufacturing facilities and mines. He doesn't feel it is a good bill for the state and encouraged everyone to talk to your state representative.

Ed Urban, 601 Glenwood, shared he was on the cable commission and shared some of the rules of the commission. He also spoke about Jim Hardwick and his involvement with public access channel.

Councilperson Bandkau said he would like to discuss ideas as far as budget accountability to make sure that it is transparent according chapter 8 of the charter. Make sure the reporting is in a method that is transparent to the citizens .He also spoke about losing the road millage and because of that council will have to do more with less and have to pass on some projects. Mayor Frederick suggested at the next meeting that budget reporting- transparency be an item of business for discussion.

Councilperson Fox said he was disappointed that the road mileage didn't pass. Although he believes we may have lost the battle but not the war. Doesn't believe this council will just let our streets fall apart. This council will discuss some thoughts on ways to rescue are streets. He believes this council is up for the task.

**NEXT MEETING**

Shiawassee Council on Aging – term expiring June 30, 2017

**BOARDS AND COMMISSIONS OPENINGS**

None.

**ADJOURNMENT**

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:45 p.m.

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

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Benjamin R. Frederick, Mayor

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Roxane Cramer, Clerk's Assistant



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# *MEMORANDUM*

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DATE: For December 01, 2014 City Council Agenda

TO: Owosso City Council

FROM: Ronald J. Tobey, City Treasurer

RE: Hazards and Nuisances Special Assessment Roll

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Over the course of the year, the City takes action to alleviate nuisances and hazards to the public that exist on private property. The charges for these actions are invoiced to the owner of record for the property. Once a year, per section 28-10.5 of the Code, any charges left unpaid shall be established as liens to the affected property. Once the lien is established I would be authorized to add the amount to the delinquent tax roll that will be prepared for the county on March 1, 2015. Even though these invoices will be established as liens, property owners are again notified of the outstanding charges and may make payment to the City of Owosso through February of 2015 without the charge being added to the delinquent tax roll.

The associated document to this memo details the outstanding nuisance and hazard invoices since this process last took place in December of 2013. It lists the invoice numbers, the date of the invoice, the parcel number and address, the type of nuisance or hazard and the amount of the invoice.

The process for establishing a lien is handled via special assessment. Initially, the list of outstanding invoices is presented to Council with a request to set a public hearing. Upon this action letters are sent to the affected property owners informing them of the City's intent to lien their property. They then have the opportunity to protest the proposed action at the public hearing. At the conclusion of the public hearing the Council can accept the roll as presented, make amendments to the roll, or hold off on action all together (though this is not recommended).

Please note that some of the invoices listed are less than 30 days old. Because the Code stipulates this process be taken up once per year unless there are extraordinary circumstances we have included these invoices on the list on the chance that if they are not paid we will not be forced to wait until December of 2015 to seek remedy. As stated above, if any of these invoices are paid before March 1, 2015 the invoice will be closed and no lien will be filed with the county.

Tonight, I recommend that you take action to start this process in motion by setting a public hearing for December 15, 2014, to receive citizen comment regarding this roll. An updated list of unpaid nuisance and hazard invoices will be provided to you for that meeting.

To: Owosso City Council  
 From: Ronald J. Tobey, City Treasurer  
 Date: November 24, 2014



The following special assessment roll consists of unpaid nuisances and hazards.

<u>INVOICE #</u>	<u>DATE</u>	<u>PARCEL NUMBER</u>	<u>ADDRESS</u>	<u>TYPE OF NUISANCE</u>	<u>BALANCE</u>
3570	1/27/2014	050-011-020-001-00	902 CORUNNA	CLEAR ICE/SNOW	167.35
3583	2/3/2014	050-537-000-055-00	1542 W MAIN	CLEAR ICE/SNOW	141.68
3597	3/4/2014	050-390-005-030-00	1101 N BALL	CLEAR ICE/SNOW	250.13
3660	6/17/2014	050-651-007-002-00	222 CASS	MOWING CONTRACTOR	121.50
3661	6/17/2014	050-602-012-010-00	1616 FREDERICK	MOWING CONTRACTOR	121.50
3663	6/17/2014	050-536-000-034-00	1230 N SHIAWASSEE	MOWING CONTRACTOR	144.50
3664	6/17/2014	050-390-004-012-00	1260 ADAMS	MOWING CONTRACTOR	121.50
3666	6/17/2014	050-580-000-140-00	930 JEROME	MOWING CONTRACTOR	144.50
3668	6/17/2014	050-710-001-012-00	915 CORUNNA	MOWING CONTRACTOR	144.50
3669	6/17/2014	050-010-003-015-00	702 GLENWOOD	MOWING CONTRACTOR	121.50
3689	7/11/2014	050-602-007-005-00	1803 W STEWART	MOW TALL GRASS/WEEDS	250.23
3690	7/11/2014	050-560-000-025-00	1001 MEADOW	MOW TALL GRASS/WEEDS	172.94
3691	7/11/2014	050-010-025-016-00	553 HARRISON	MOW TALL GRASS/WEEDS	187.49
3692	7/11/2014	050-660-011-001-00	219 N CEDAR	MOW TALL GRASS/WEEDS	189.40
3699	7/15/2014	050-010-033-013-00	620 FRAZER	MOW TALL GRASS/WEEDS	189.51
3705	7/24/2014	050-390-004-012-00	1260 ADAMS	MOW TALL GRASS/WEEDS	143.27
3711	7/24/2014	050-420-007-009-00	719 LINGLE	MOW TALL GRASS/WEEDS	143.27
3713	7/24/2014	050-010-004-010-00	703 GLENWOOD	MOW TALL GRASS/WEEDS	186.52
3714	7/24/2014	050-111-001-020-00	814 E KING	MOW TALL GRASS/WEEDS	186.52
3718	7/29/2014	050-601-000-037-00	221 W STEWART	MOW TALL GRASS/WEEDS	184.44
3735	8/14/2014	050-490-000-058-00	1600 W MAIN	MOW TALL GRASS/WEEDS	65.30
3736	8/14/2014	050-710-001-012-00	915 CORUNNA	MOW TALL GRASS/WEEDS	266.62
3739	8/18/2014	050-660-007-012-00	1018 BEEHLER	MOW TALL GRASS/WEEDS	340.71
3740	8/18/2014	050-580-000-140-00	930 JEROME	MOW TALL GRASS/WEEDS	188.75
3750	9/5/2014	050-652-007-009-00	813 S PARK	MOW TALL GRASS/WEEDS	236.88
3752	9/5/2014	050-602-007-005-00	1803 W STEWART	MOW TALL GRASS/WEEDS	224.36
3757	9/17/2014	050-390-004-012-00	1260 ADAMS	MOW TALL GRASS/WEEDS	221.80
3762	9/24/2014	050-601-000-064-00	319 W RIDGE	MOW TALL GRASS/WEEDS	377.60
3765	9/24/2014	050-660-011-001-00	219 N CEDAR	MOW TALL GRASS/WEEDS	186.04
3783	10/8/2014	050-602-012-010-00	1616 FREDERICK	MOW TALL GRASS/WEEDS	362.72
3785	10/14/2014	050-580-000-140-00	930 JEROME	MOW TALL GRASS/WEEDS	202.85
3791	10/22/2014	050-651-007-001-00	309 GREEN	MOW TALL GRASS/WEEDS	455.73
3640	5/27/2014	050-250-000-050-00	514 PINE	PROPERTY CLEAN UP	221.17
3659	6/17/2014	050-420-017-023-00	710 BROADWAY	PROPERTY CLEAN UP	349.06
3704	7/24/2014	050-420-008-002-00	807 DIVISION	PROPERTY CLEAN UP	167.37
3708	7/24/2014	050-536-000-034-00	1230 N SHIAWASSEE	PROPERTY CLEAN UP/MOWII	463.58
3709	7/24/2014	050-010-025-016-00	553 HARRISON	PROPERTY CLEAN UP	545.75
3717	7/29/2014	050-110-017-024-00	621 WOODLAWN	PROPERTY CLEAN UP	195.70
3738	8/18/2014	050-660-012-009-00	202 N CEDAR	PROPERTY CLEAN UP	167.79
3745	9/2/2014	050-570-000-026-00	1700 W STEWART	PROPERTY CLEAN UP	387.07
3761	9/24/2014	050-580-000-137-00	706 JEROME	PROPERTY CLEAN UP/MOWII	824.56
3763	9/24/2014	050-602-024-006-00	1410 HERMAN	PROPERTY CLEAN UP	372.95
3782	10/8/2014	050-470-024-001-00	300 W MAIN	PROPERTY CLEAN UP	398.54
3801	11/6/2014	050-751-000-008-00	1171 JACKSON	PROPERTY CLEAN UP	130.01
					<u>10,665.16</u>

The following work was previously leined and will be transferred to the delinquent tax roll.

3273	4/12/2013	050-660-011-001-00	219 N CEDAR	DEMOLITION	10,572.73
3399	7/23/2013	050-660-011-001-00	219 N CEDAR	DEMOLITION-ADDITIONAL	1,091.50

The foregoing special assessment roll for nuisances and hazards for the year 2014 is acknowledged by the Assessing Officer

The foregoing special assessment roll for nuisances and hazards for the year 2014 is acknowledged by the City Clerk

To: Owosso City Council  
 From: Ronald J. Tobey, City Treasurer  
 Date: November 24, 2014



The following invoices consist of unpaid nuisances and hazards that are unable to be leined and must be written off due to State of Michigan tax sale processes in August or September 2014.

<u>INVOICE #</u>	<u>DATE</u>	<u>PARCEL NUMBER</u>	<u>ADDRESS</u>	<u>TYPE OF NUISANCE</u>	<u>BALANCE</u>
SEPT #3662	6/17/2014	050-602-020-002-00	1711 FREDERICK	MOWING CONTRACTOR	141.68
SEPT #3670	6/17/2014	050-450-000-021-00	804 CENTER	MOWING CONTRACTOR	144.50
AUG #3693	7/14/2014	050-113-016-008-00	1415 YOUNG	MOW TALL GRASS/WEEDS	189.40
AUG #3694	7/14/2014	050-010-003-023-00	902 GLENWOOD	MOW TALL GRASS/WEEDS	189.51
AUG #3696	7/14/2014	050-113-006-005-00	1108 RYAN	MOW TALL GRASS/WEEDS	189.51
SEPT #3697	7/14/2014	050-602-001-004-00	820 S CHIPMAN	MOW TALL GRASS/WEEDS	189.51
AUG #3710	7/24/2014	050-010-004-002-00	903 GLENWOOD	MOW TALL GRASS/WEEDS	186.52
SEPT #3712	7/24/2014	050-010-034-015-00	620 WRIGHT	MOW TALL GRASS/WEEDS	316.94
AUG #3719	7/29/2014	050-470-009-012-00	309 N HICKORY	MOW TALL GRASS/WEEDS	175.52
SEPT #3733	8/14/2014	050-602-020-002-00	1711 FREDERICK	MOW TALL GRASS/WEEDS	183.73
AUG #3734	8/14/2014	050-420-011-011-00	719 BROADWAY	CLEAN UP/MOWING	196.02
SEPT #3758	9/17/2014	050-602-020-002-00	1711 FREDERICK	MOW TALL GRASS/WEEDS	160.93
SEPT #3764	9/24/2014	050-450-000-021-00	804 CENTER	MOW TALL GRASS/WEEDS	381.35
					<u>2,645.12</u>

**RESOLUTION NO.**

**SPECIAL ASSESSMENT DISTRICT NO. 2014-02  
HAZARDS AND NUISANCES**

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances 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, December 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.

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 – HAZARDS AND NUISANCES  
CITY OF OWOSSO  
COUNTY OF SHIAWASSEE, MICHIGAN**

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

TAKE NOTICE that a Special Assessment Roll-Hazards and Nuisances has been prepared for the purpose of defraying the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances of the above described property.

<u>PARCEL NUMBER</u>	<u>ADDRESS</u>	<u>BALANCE</u>
050-011-020-001-00	902 CORUNNA	\$ 167.35
050-537-000-055-00	1542 W MAIN	\$ 141.68
050-390-005-030-00	1101 N BALL	\$ 250.13
050-651-007-002-00	222 CASS	\$ 121.50
050-602-012-010-00	1616 FREDERICK	\$ 121.50
050-536-000-034-00	1230 N SHIAWASSEE	\$ 144.50
050-390-004-012-00	1260 ADAMS	\$ 121.50
050-580-000-140-00	930 JEROME	\$ 144.50
050-710-001-012-00	915 CORUNNA	\$ 144.50
050-010-003-015-00	702 GLENWOOD	\$ 121.50
050-602-007-005-00	1803 W STEWART	\$ 250.23
050-560-000-025-00	1001 MEADOW	\$ 172.94
050-010-025-016-00	553 HARRISON	\$ 187.49
050-660-011-001-00	219 N CEDAR	\$ 189.40
050-010-033-013-00	620 FRAZER	\$ 189.51

<b><u>PARCEL NUMBER</u></b>	<b><u>ADDRESS</u></b>	<b><u>BALANCE</u></b>
050-390-004-012-00	1260 ADAMS	\$ 143.27
050-420-007-009-00	719 LINGLE	\$ 143.27
050-010-004-010-00	703 GLENWOOD	\$ 186.52
050-111-001-020-00	814 E KING	\$ 186.52
050-601-000-037-00	221 W STEWART	\$ 184.44
050-490-000-058-00	1600 W MAIN	\$ 65.30
050-710-001-012-00	915 CORUNNA	\$ 266.62
050-660-007-012-00	1018 BEEHLER	\$ 340.71
050-580-000-140-00	930 JEROME	\$ 188.75
050-652-007-009-00	813 S PARK	\$ 236.88
050-602-007-005-00	1803 W STEWART	\$ 224.36
050-390-004-012-00	1260 ADAMS	\$ 221.80
050-601-000-064-00	319 W RIDGE	\$ 377.60
050-660-011-001-00	219 N CEDAR	\$ 186.04
050-602-012-010-00	1616 FREDERICK	\$ 362.72
050-580-000-140-00	930 JEROME	\$ 202.85
050-651-007-001-00	309 GREEN	\$ 455.73
050-250-000-050-00	514 PINE	\$ 221.17
050-420-017-023-00	710 BROADWAY	\$ 349.06
050-420-008-002-00	807 DIVISION	\$ 167.37
050-536-000-034-00	1230 N SHIAWASSEE	\$ 463.58
050-010-025-016-00	553 HARRISON	\$ 545.75
050-110-017-024-00	621 WOODLAWN	\$ 195.70
050-660-012-009-00	202 N CEDAR	\$ 167.79
050-570-000-026-00	1700 W STEWART	\$ 387.07
050-580-000-137-00	706 JEROME	\$ 824.56
050-602-024-006-00	1410 HERMAN	\$ 372.95
050-470-024-001-00	300 W MAIN	\$ 398.54
050-751-000-008-00	1171 JACKSON	\$ 130.01
		\$10,665.16

TAKE NOTICE THAT ANY HAZARDS/NUISANCES INVOICES OR CHARGES REMAINING UNPAID AS OF THEIR DUE DATE WILL BE INCLUDED ON THIS ROLL.

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

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, December 15, 2014 for the purpose of reviewing said Special Assessment Roll-Hazards and Nuisances and for the purpose of considering all objections to said roll submitted in writing. If you have questions regarding this notice, please contact the City Treasurer's Office at 725-0599.

**CITY OF OWOSSO  
SCHEDULE OF REGULAR MEETINGS  
FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2015**

**NOTICE IS HEREBY GIVEN**, pursuant to the provisions of Act 267, Public Acts of 1976, of the schedule of Regular Meetings of the City of Owosso, County of Shiawassee, State of Michigan for the calendar year beginning January 1, 2015. The Board, dates, time and place of said regular meetings shall be as follows:

CITY COUNCIL					
The 1 <sup>st</sup> and 3 <sup>rd</sup> Monday of each month, except as noted – 7:30 p.m., local prevailing time					
Owosso City Hall, Council Chambers					
JAN 05	MAR 02	MAY 04	JUL 06	SEP 08*	NOV 02
JAN 20*	MAR 16	MAY 18	JUL 20	SEP 21	NOV 16
FEB 02	MAR 30	JUN 01	AUG 03	OCT 05	NOV 30
FEB 17*	APR 06	JUN 15	AUG 17	OCT 19	DEC 07
	APR 20		AUG 31		DEC 21
DOWNTOWN DEVELOPMENT AUTHORITY / OWOSSO MAIN STREET			DOWNTOWN HISTORIC DISTRICT COMMISSION		
The 1 <sup>st</sup> Wednesday of each month, except as noted – 7:30 a.m., local prevailing time			The 3 <sup>rd</sup> Wednesday of each month - 6:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso City Hall, Council Chambers		
JAN 07	MAY 06	SEP 02	JAN 21	MAY 20	SEP 16
FEB 04	JUN 03	OCT 07	FEB 18	JUN 17	OCT 21
MAR 04	JUL 01	NOV 04	MAR 18	JUL 15	NOV 18
APR 01	AUG 05	DEC 02	APR 15	AUG 19	DEC 16
EMPLOYEES RETIREMENT SYSTEM BOARD			OWOSSO HISTORICAL COMMISSION		
The 3rd Thursday of even months, except as noted - 7:15 a.m., local prevailing time			The 2 <sup>nd</sup> Monday of each month, except as noted – 7:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Gould House, 100 West Oliver Street		
FEB 19	JUN 18	OCT 15	JAN 12	MAY 11	SEP 14
APR 16	AUG 20	DEC 17	FEB 09	JUN 08	OCT 13*
			MAR 09	JUL 13	NOV 09
			APR 13	AUG 10	DEC 14
PARKS & RECREATION COMMISSION			PLANNING COMMISSION		
The 4th Monday of each month, except as noted – 6:00 p.m., local prevailing time			The 4 <sup>th</sup> Monday of each month, except as noted – 7:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso City Hall, Council Chambers		
JAN 26	MAY 26*	SEP 28	JAN 26	MAY 26*	SEP 28
FEB 23	JUN 22	OCT 26	FEB 23	JUN 22	OCT 26
MAR 23	JUL 27	NOV 23	MAR 23	JUL 27	NOV 23
APR 27	AUG 24	DEC 14*	APR 27	AUG 24	DEC 14*
ZONING BOARD OF APPEALS			* = Rescheduled due to legal holiday on regular meeting date or other scheduling conflict		
The 3 <sup>rd</sup> Tuesday of each month, except as noted – 9:30 a.m., local prevailing time					
Owosso City Hall, Council Chambers					
JAN 20	MAY 19	SEP 15			
FEB 17	JUN 16	OCT 20			
MAR 17	JUL 21	NOV 17			
APR 21	AUG 18	DEC 15			

The City of Owosso will provide necessary auxiliary aids and services, such as signers for the hearing impaired and audiotapes 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 (989) 725-0500.





## *MEMORANDUM*

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301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ [WWW.CI.OWOSSO.MI.US](http://WWW.CI.OWOSSO.MI.US)

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DATE: November 24, 2014

TO: City Council

FROM: Kevin Lenkart- Public Safety Chief

SUBJECT: Mutual Law Enforcement Aid Agreement

RECOMMENDATION: It is recommended that City Council approve the Mutual Law Enforcement Aid Agreement between the City of Owosso and the City of Corunna. The agreement will allow officers from the cities of Owosso and Corunna to provide mutual police assistance and services to both communities.

BACKGROUND: The previous mutual aid agreements between the City of Owosso and Corunna dated Nov 21, 1994 will be terminated by this agreement. The City of Corunna will present the Mutual Law Enforcement Aid Agreement to their city council for approval on 12-1-14.

FISCAL IMPACTS: None

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE APPROVAL OF A  
MUTUAL LAW ENFORCEMENT AID AGREEMENT  
WITH THE CITY OF CORUNNA**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Police Department provides police services within the City of Owosso; and

WHEREAS, there may be instances which arise that the OPD does not have the capacity to handle on an immediate basis; and

WHEREAS, the City of Owosso desires to enter into a Mutual Law Enforcement Aid Agreement with the City of Corunna and the City of Corunna Police Department to fill this need, to the benefit of both communities.

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

FIRST: The Mutual Aid Law Enforcement Agreement between the City of Corunna and the City of Owosso is hereby approved.

SECOND: The Mayor and City Clerk are hereby authorized to sign the agreement as presented.

## MUTUAL LAW ENFORCEMENT AID AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF OWOSSO** acting on behalf of the **OWOSSO POLICE DEPARTMENT AND THE CITY OF CORUNNA**, acting on behalf of the **CORUNNA POLICE DEPARTMENT**.

**THIS AGREEMENT SHALL BECOME EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

### **WITNESSETH:**

**WHEREAS**, two or more governmental entities may, pursuant to the provision of 1967 PA 236, being MCL 123.811, enter into an Agreement to provide mutual police assistance and services to one another: and,

**WHEREAS**, certain situations may exist in the nature of public nuisances, public disturbances, or in cooperative law enforcement activities where mutual aid may be necessary or appropriate: and,

**WHEREAS**, each government entity, by their respective governing bodies, is willing to provide mutual police aid and assistance to the other, subject to the powers, duties, responsibilities and legal liabilities established by this Agreement, and,

**WHEREAS**, the governmental entities had previously been parties to a Mutual Police Assistance Agreement dated November 21, 1994, that provided for mutual aid for emergency situations, and,

**WHEREAS**, the governmental entities now wish to provide mutual aid and assistance for standard incident matters ALSO, for times when one entity does not have personnel on duty and the other entity is able to assist.

**NOW THEREFORE**, for an in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

### **1. DEFINITIONS.**

- A. *“Governmental Unit”* or *“Governmental Units”* shall individually and collectively mean the **CITY OF OWOSSO** and the **CITY OF CORUNNA**.
- B. *“Personnel”* shall mean the police officers employed by the parties to this Agreement.
- C. *“Commanding Officer”* shall mean the highest ranking police officer in the governmental unit having an emergency who is on duty and/or his/her designee, who has responsibility for directing his/her department at the time of an emergency.
- D. *“Emergency”* shall mean a combination of circumstances requiring immediate action which requires more manpower or equipment than that available to the requesting governmental unit at the time of the emergency.

- E. *“Requesting Governmental Unit”* shall mean the governmental unit in which an emergency or standard request for assistance exists and who requests aid pursuant to this Agreement or the 911 Call Center requests aid pursuant to this Agreement.
- F. *“Responding Governmental Unit”* shall mean the governmental unit which sends personnel and/or equipment to a requesting governmental unit pursuant to this Agreement.
- G. *“Standard Request for Assistance”* shall mean an incident wherein a citizen request has been received relating to an incident within a governmental unit and that particular unit does not have a police officer available at that time.
- H. *“911 Call Center”* shall mean the Shiawassee County 911 Central Dispatch Center.

2. **DETERMINATION AND DECLARATION OF EMERGENCY.** The Commanding Officer shall be responsible for determining and declaring that an emergency exists in his/her governmental unit.
3. **EMERGENCY REQUEST FOR ASSISTANCE.** Upon determining and declaring that an emergency exists, the Commanding Officer of the requesting governmental unit shall make a request for aid to the Commanding Officer of the responding unit.
4. **RESPONSE TO EMERGENCY REQUEST.** The Commanding Officer of the responding governmental unit may make available to the Commanding Officer of the requesting governmental unit such personnel and equipment as is available to meet the needs of the emergency. The Commanding Officer of the responding governmental unit may decline the request for aid if personnel or equipment is not available at the time of the request. None of the parties to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
5. **DIRECTION AT SCENE OF EMERGENCY.** The person in charge of operations at the scene of an emergency shall be the Commanding Officer of the requesting governmental unit. All personnel and equipment of a responding governmental unit shall be under the control and direction of the Commanding Officer of the requesting governmental unit upon arriving at the scene of the emergency.
6. **WITHDRAWAL OF PERSONNEL AND EQUIPMENT.** The personnel and equipment of a responding governmental unit may be withdrawn at any time in the discretion of the Commanding Officer of a responding governmental unit. The responding governmental unit shall not have any obligation to keep its personnel or equipment in the requesting governmental unit for a longer period of time than is deemed necessary by the Commanding Officer of the responding governmental unit. A responding governmental unit shall not be liable to a requesting governmental unit for leaving the scene of an emergency or a standard request for assistance in order to answer a call for service in the responding governmental unit.
7. **STANDARD REQUEST FOR ASSISTANCE.** Upon the 911 call center receiving a citizen request call pertaining to either governmental unit at a time when that unit does not have personnel available, if the other governmental unit has personnel available, such personnel may respond to the standard request for assistance.

Prior to the effective date of this Agreement, the 911 Call Center shall be directed by both governmental units to dispatch personnel in accordance with this Agreement.

**8. LIABILITY.**

- A. All liability to third parties caused by, or arising out of, the actions or failure to act on the part of the requesting governmental unit, anyone directly or indirectly employed by requesting governmental unit, including but not limited to acts or omissions of personnel of the responding governmental unit which are specifically directed or ordered by the Commanding Officer of the requesting governmental unit shall be the responsibility of the requesting governmental unit, provided that nothing herein shall be construed as a waiver of any governmental immunity by the requesting governmental unit or its employees as provided by statute, common law or court decision.
- B. All liability to third parties caused by, or arising out of, the action or failure to act on the part of the responding governmental unit, anyone directly or indirectly employed by the responding governmental unit, with the exception of acts or omissions of personnel of the responding governmental unit which are specifically directed or ordered by the Commanding Officer of the requesting governmental unit, shall be the responsibility of the responding governmental unit, provided that nothing herein shall be construed as a waiver of any governmental immunity by the responding governmental unit or its employees as provided by statute, common law or court decisions.
- C. Liability in Joint Training Programs. It is the intent of this Agreement that each participating government unit shall bear the sole responsibility for the acts or omissions of its personnel during joint training programs.
- D. Governmental Immunity. The parties to this Agreement, by entering into this Agreement, have not waived their governmental immunity nor any defense available to them or their officers or employees by statute, common law or court decisions.

**9. RISK MANAGEMENT SYSTEMS.** Each of the parties to this Agreement agrees to cooperate with the other party in the operation of their respective risk management systems. Each party agrees that if an incident occurs and is reported as a part of its respective risk management system, and if an incident report involves another party or its respective staff or agent, that it will promptly notify the designated representative of the other party. It is agreed and understood that any shared reports will be held in the strictest of confidence to the extent authorized by law and that each party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.

**10. EMPLOYEE BENEFITS.** Each governmental unit in this Agreement shall continue to provide the same salaries, workers' compensation, retirement and other fringe benefits to its employees responding to a mutual aid request as those employees would receive while on duty in their own governmental unit.

**11. COSTS OF EQUIPMENT AND SUPPLIES.** Costs of equipment and supplies used while giving assistance will be borne by the governmental unit owning the equipment and supplies.

- 12. FEDERAL OR STATE REIMBURSEMENT FOR EMERGENCY WORKS FUNDS.** The requesting governmental unit in an emergency, when making application for federal or state funds for reimbursement of the cost of the emergency operations, shall apply for such funds for responding governmental units. Each governmental unit will maintain appropriate records to support such applications.
- 13. NONDISCRIMINATION.** The governmental units who are parties to this Agreement, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges or employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliations or beliefs. Breach of this section shall be regarded as a material breach of this Agreement.
- 14. AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
- 15. DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- 16. COMPLETENESS OF THE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the governmental units who are parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the parties hereto.
- 17. INVALID PROVISIONS.** If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.
- 18. AGREEMENT TERM.** It is expressly understood and agreed that this Agreement shall remain in effect until terminated by either of the governmental units upon 30 days prior written notice to the other governmental unit. The effect of such termination shall be the removal of the terminating governmental unit as party to this Agreement effective on the effective date of termination.
- 19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the governmental units hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.
- 20. OFFICERS MUTUALLY SWORN IN.** Each officer of each community shall be sworn in as an officer of the other community to handle all non-emergency matters. However, all wages for work in the Requesting Community for an officer from the Responding Community shall be paid by the Responding Municipality.

**21. TERMINATION OF PREVIOUS AGREEMENT.** The prior Agreement between the entities dated November 21, 1994, and any extensions, amendments, etc., is terminated and superseded by this Agreement.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

**CITY OF OWOSSO**

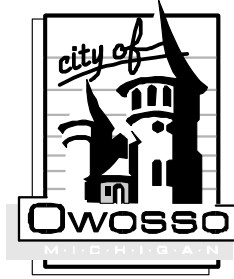
Dated: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF CORUNNA**

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

Its: \_\_\_\_\_



WARRANT 493  
November 25, 2014

Vendor	Description	Fund	Amount
Rehmann Robson	Progress billing #1 for audit of FY 13/14	General	\$17,000.00
Total			\$17,000.00



CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 10/01/2014 - 10/31/2014

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
10/03/2014	1	325(A)	C D W GOVERNMENT, INC.	PARTS/SUPPLIES	\$ 462.64
10/03/2014	1	326(A)	D & G EQUIPMENT INC	FLEET-PARTS	\$ 1,604.43
10/03/2014	1	327(A)	ENVIRONMENTAL RESOURCE ASSOCIATES	WTP-LAB SUPPLIES	\$ 294.24
10/03/2014	1	328(A)	ETNA SUPPLY COMPANY	INVENTORY-COPPER 1" X 60'	\$ 268.80
10/03/2014	1	329(A)	HALLIGAN ELECTRIC INC	TROUBLESHOOT & REPAIR CENTRIFUGE CONTROL	\$ 1,861.54
10/03/2014	1	330(A)	JCI JONES CHEMICALS, INC.	SODIUM HYPOCHLORITE	\$ 3,214.15
10/03/2014	1	331(A)	METTLER-TOLEDO INC.	SERVICE AND CALIBRATION ON BALANCES AT LABS	\$ 411.64
10/03/2014	1	332(A)	MICHIGAN METER TECHNOLOGY GROUP INC	INVENTORY-WATER METERS	\$ 4,649.89
10/03/2014	1	333(A)	MUNICIPAL SUPPLY CO.	WATER-INVENTORY/SUPPLIES	\$ 980.10
10/03/2014	1	334(A)	OFFICEMAX INC	SUPPLIES	\$ 360.26
10/03/2014	1	335(A)	OHIO GRATINGS INC	WWTP-GRATING	\$ 850.00
10/03/2014	1	336(A)	Q2A ASSOCIATES LLC	FINANCE DIRECTOR SERVICES-8/31/14-9/13/14	\$ 2,971.50
10/03/2014	1	337(A)	REEVES WHEEL ALIGNMENT, INC.	REPAIRS/TIRES	\$ 4,153.19
10/03/2014	1	338(A)	SWIM LLC	UTILITIES DIRECTOR SERVICES-9/14/14-9/27/14	\$ 2,436.00
10/03/2014	1	339(A)	MERLE E WEST II	PLUMBING/MECHANICAL INSPECTION SERVICES	\$ 600.00
10/03/2014	1	340(A)	MICHAEL GENE WHEELER	CONTRACT SCHOOL LIAISON OFFICER	\$ 1,281.00
10/03/2014	1	341(A)	YORK REPAIR INC	COMPLETE REBUILD OF TWO SPEED HOIST MOTOR	\$ 1,366.00
10/03/2014	1	123838	SMITH, GARY	BD Bond Refund	\$ 50.00
10/03/2014	1	123839	FROLKA DONALD	UB refund for account: 3925070007	\$ 54.33
10/03/2014	1	123840	CUBR ANDREW	UB refund for account: 1377000003	\$ 15.33
10/03/2014	1	123841	SPENCER AMY	UB refund for account: 2375790005	\$ 12.90
10/03/2014	1	123842	GIBSON JOHN	UB refund for account: 2210640004	\$ 20.60
10/03/2014	1	123843	WARNER ANDREW	UB refund for account: 3174570012	\$ 18.26
10/03/2014	1	123844	MAJESTIC PROPERTIES	UB refund for account: 4718240003	\$ 35.04
10/03/2014	1	123845	RAU DOUGLAS	UB refund for account: 2138640004	\$ 30.86
10/03/2014	1	123846	RAMBO TODD	UB refund for account: 5024070005	\$ 50.24
10/03/2014	1	123847	TONY SCHMIDT REALTY	UB refund for account: 1076500002	\$ 58.90
10/03/2014	1	123848	ADVANCED TECHNICAL SOLUTIONS	WWTP-WOERNER GREASE PUMP FOR SCREW PUMP	\$ 2,461.02
10/03/2014	1	123849	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$ 586.96
10/03/2014	1	123850	ALS LABORATORY GROUP	WASTEWATER ANALYSES	\$ 113.00
10/03/2014	1	123851	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 333.75
10/03/2014	1	123852	ARGUS-HAZCO	WWTP-PARTS	\$ 335.55
10/03/2014	1	123853	MICHAEL LEVERE ASH	CONTRACT SCHOOL LIAISON OFFICER	\$ 1,335.90
10/03/2014	1	123854	BATTERY UNIVERSE	OFD-BATTERIES	\$ 210.00
10/03/2014	1	123855	BODMAN LLP	PUBLIC SAFETY LABOR RELATIONS ISSUES	\$ 673.75
10/03/2014	1	123856	BRAUN KENDRICK FINKBEINER PLC	PROFESSIONAL SERVICES-SHIAWASSEE LANDFILL	\$ 668.00
10/03/2014	1	123857	ERIC E CHERRY	REIMBURSEMENT	\$ 115.69
10/03/2014	1	123858	COMPASS MINERALS AMERICA	EARLY DELIVERY ROAD SALT-584.38/TONS	\$ 45,429.68
10/03/2014	1	123859	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$ 25,157.62
10/03/2014	1	123860	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 189.00
10/03/2014	1	123861	JEFF DAME	OPD-MEAL REIMBURSEMENT	\$ 7.23
10/03/2014	1	123862	SCOTT D DAVIS	OPD-MEALS REIMBURSEMENT	\$ 39.95
10/03/2014	1	123863	EMPLOYEE BENEFIT CONCEPTS INC	OCTOBER 2014-FSA ADMIN FEE	\$ 110.00
10/03/2014	1	123864	FASTENAL COMPANY	PARTS	\$ 186.64
10/03/2014	1	123865	FEDEX	WWTP-SHIPPIG FEES FOR LAB SAMPLES	\$ 25.32
10/03/2014	1	123866	MATTHEW S FRAY	OPD-MEALS REIMBURSEMENT	\$ 30.00
10/03/2014	1	123867	FRONTIER	PHONE SERVICE	\$ 1,148.58
10/03/2014	1	123868	GEORGE INSTRUMENT COMPANY INC	WWTP-PRESSURE TRANSDUCER	\$ 698.28
10/03/2014	1	123869	H2O COMPLIANCE SERVICES INC	SEPT 14-CROSS CONNECTION PROGRAM SERVICE	\$ 1,299.38
10/03/2014	1	123870	HOME DEPOT CREDIT SERVICES	SUPPLIES	\$ 560.00
10/03/2014	1	123871	HP	WTP-DELL MINI TOWER OPTIPLEX	\$ 813.79
10/03/2014	1	123872	INDEPENDENT STATIONERS	SUPPLIES	\$ 146.51
10/03/2014	1	123873	INTERNATIONAL CODE COUNCIL INC	BUILDING DEPT-CODE BOOKS	\$ 809.33
10/03/2014	1	123874	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE MEDICAL SUPPLIES	\$ 932.00
10/03/2014	1	123875	JAY'S SEPTIC TANK SERVICE	PORT A JOHN RENTAL/SERVICE-9/23/14-10/22/14	\$ 150.00

10/03/2014	1	123876	LANSING UNIFORM CO.	OPD-UNIFORMS FOR PARKING ENFORCEMENT	\$	566.55
10/03/2014	1	123877	MAPLE RAPIDS LUMBER MILL, INC.	PARKS-PLANKS FOR OAKWOOD BRIDGE	\$	480.00
10/03/2014	1	123878	MAURER HEATING & COOLING, INC.	WTP-REPAIR	\$	192.00
10/03/2014	1	123879	MEMORIAL HEALTHCARE EDUCATION DEPT	OPD-MATT HARVEY	\$	3.50
10/03/2014	1	123880	MICHAEL TODD & COMPANY INC	STREETS-STENCILS	\$	214.00
10/03/2014	1	123881	MICHIGAN ASSOCIATION OF CHIEFS OF P	2014 MID-WINTER TRAINING CONFERENCE-KEVIN LENKART	\$	230.00
10/03/2014	1	123882	MICHIGAN ASSOCIATION OF PLANNING	CONFERENCE-SUSAN MONTENEGRO-10/8/14-10/10/14	\$	515.00
10/03/2014	1	123883	MICHIGAN CO INC	FLEET-RAGS	\$	58.70
10/03/2014	1	123884	MICHIGAN MUNICIPAL LEAGUE	HR-AD FOR WATER PLANT SUPERINTENDENT	\$	33.00
10/03/2014	1	123885	MISDU	PAYROLL DEDUCTIONS	\$	1,687.23
10/03/2014	1	123886	MOTION INDUSTRIES, INC.	WWTP-LUBE	\$	758.98
10/03/2014	1	123887	MYTANA MANUFACTURING COMPANY INC	WWTP-PARTS	\$	622.20
10/03/2014	1	123888	NEOFUNDS BY NEOPOST	POSTAGE	\$	2,000.00
10/03/2014	1	123889	OFFICE DEPOT	SUPPLIES	\$	62.95
10/03/2014	1	123890	OWOSSO BOLT & BRASS CO	PARTS	\$	49.20
10/03/2014	1	123891	OWOSSO COMMUNITY AIRPORT	APPROPRIATION-HALF OF FY 14/15	\$	3,489.00
10/03/2014	1	123892	GARY L PALMER	ELECTRICAL INSPECTION SERVICES	\$	500.00
10/03/2014	1	123893	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	\$	73,869.42
10/03/2014	1	123894	POLICE OFFICERS LABOR COUNCIL	OPD-PAYROLL DEDUCTION-UNION DUES	\$	764.00
10/03/2014	1	123895	RADIO SHACK DEALER 22-H074	CASTLE-BATTERY FOR ALARM	\$	29.99
10/03/2014	1	123896	S & K FARM & YARD	PARTS	\$	108.10
10/03/2014	1	123897	SHIAWASSEE DISTRICT LIBRARY	SATA CONTRIBUTION-PAYROLL SERVICES	\$	424.95
10/03/2014	1	123898	SIGNATURE AUTO GROUP	OPD-2014 FORD-OIL CHANGE	\$	22.70
10/03/2014	1	123899	SOCIETY FOR HUMAN RESOURCE MANAGEMENT	MEMBERSHIP-JESSICA UNANGST	\$	185.00
10/03/2014	1	123900	SPICER GROUP, INC.	NORTH STREET CULVERT REPLACEMENT PROJECT	\$	10,996.00
10/03/2014	1	123901	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	\$	2,910.68
10/03/2014	1	123902	STATE OF MICHIGAN	TRAFFIC SIGNAL ENERGY-4/1/14-6/30/14	\$	799.40
10/03/2014	1	123903	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 9/30/14	\$	6,235.56
10/03/2014	1	123904	STRAWSER CONSTRUCTION INC	EMULSION FOR DURA PATCHER-193/GALS	\$	386.00
10/03/2014	1	123905	THE CHAMBER FOUNDATION	SHIA VALLEY PERSONAL ASSO MEMBERSHIP-JESSICA UNANGST	\$	50.00
10/03/2014	1	123906	THOMAS SCIENTIFIC	WTP-LAB SUPPLIES	\$	837.60
10/03/2014	1	123907	TRZIL, LISA	REIMBURSEMENT	\$	121.00
10/03/2014	1	123908	JESSICA UNANGST	CONFERENCE EXPENSE-MEAL	\$	11.55
10/03/2014	1	123909	UNITED PARCEL SERVICE	SHIPPING FEES	\$	14.56
10/03/2014	1	123910	WASTE MANAGEMENT OF MICHIGAN INC	DISPOSAL CHARGES-9/16/14-9/30/14	\$	3,619.27
10/17/2014	1	342(A)	C D W GOVERNMENT, INC.	PARTS/SUPPLIES	\$	2,178.12
10/17/2014	1	343(A)	CENTRON DATA SERVICES, INC.	WINTER 2014 TAX BILLS PROCESSING/MAILING	\$	2,692.00
10/17/2014	1	344(A)	GILBERT'S DO IT BEST HARDWARE & APP	SUPPLIES	\$	263.67
10/17/2014	1	345(A)	GRAINGER, INC.	PARTS	\$	886.28
10/17/2014	1	346(A)	GRAYMONT CAPITAL INC	SMALL PEBBLE QUICKLIME-46.210 TONS	\$	6,654.24
10/17/2014	1	347(A)	IDEXX DISTRIBUTION CORPORATION	WTP-WP200 COLIERT	\$	895.59
10/17/2014	1	348(A)	KONECRANES INC	TROUBLESHOOT AND REPAIR 15 TON BRIDGE CRANE	\$	1,320.00
10/17/2014	1	349(A)	MCMMASTER-CARR SUPPLY CO	PARTS	\$	751.14
10/17/2014	1	350(A)	MICHIGAN METER TECHNOLOGY GROUP INC	METERS	\$	3,235.26
10/17/2014	1	351(A)	1ST CHOICE AUTO PARTS INC	PARTS/SUPPLIES	\$	334.81
10/17/2014	1	352(A)	NORTHERN LAKE SERVICE INC	MERCURY ANALYSES-9/30/14	\$	354.00
10/17/2014	1	353(A)	OFFICEMAX INC	OFFICE SUPPLIES	\$	65.07
10/17/2014	1	354(A)	Q2A ASSOCIATES LLC	FINANCE DIRECTOR SERVICES-9/14/14-9/27/14	\$	3,307.50
10/17/2014	1	355(A)	S L H METALS INC	PARTS	\$	408.30
10/17/2014	1	356(A)	SOLARWINDS	REMOTE SOFTWARE-12/28/14-12/21/15	\$	123.00
10/17/2014	1	357(A)	SWIM LLC	UTILITIES DIRECTOR SERVICES-9/28/14-10/14	\$	1,890.00
10/17/2014	1	358(A)	THOMAS SCIENTIFIC	WWTP-LAB CHEMICALS & SUPPLIES-2014 ANNUAL ORDER	\$	4,528.55
10/17/2014	1	359(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER	\$	1,281.00
10/17/2014	1	123911	DISBROW, TED K	REIMBURSEMENT	\$	82.32
10/17/2014	1	123912	BIGNELL, MARTHA	REIMBURSEMENT	\$	82.97
10/17/2014	1	123913	ACCUMED BILLING INC	SEPT 2014-AMBULANCE BILLING SERVICES	\$	5,389.12
10/17/2014	1	123914	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$	560.92
10/17/2014	1	123915	ALLMAX SOFTWARE INC	ANTERO SOFTWARE SUPPORT RENEWAL	\$	1,134.00
10/17/2014	1	123916	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER	\$	1,281.00
10/17/2014	1	123917	BIOTRAID ENVIRONMENTAL INC	WWTP-VAPOR SCENT	\$	391.00
10/17/2014	1	123918	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	27,412.75

10/17/2014	1	123919	VOID		\$	-
			Void Reason: Created From Check Run Process			
10/17/2014	1	123920	CONSUMERS ENERGY	DAMAGE AT 1111 ALLENDALE AVE	\$	298.88
10/17/2014	1	123921	D & D TRUCK & TRAILER PARTS	PARTS	\$	242.07
10/17/2014	1	123922	DALTON ELEVATOR	SEPT 2014-CYLINDER RENTAL/OXYGEN/SUPPLIES	\$	400.76
10/17/2014	1	123923	DAYSTARR COMMUNICATIONS	10/9/14-11/30/14-INTERNET AND PHONE SERVICE	\$	713.22
10/17/2014	1	123924	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE PREMIUM	\$	4,239.25
10/17/2014	1	123925	DUPERON LEASING & SALES INC	SCREENING EQUIPMENT LEASE	\$	1,815.00
10/17/2014	1	123926	EDWARD C LEVY CO	3/8" SPLIT STONE-51.90/TONS	\$	999.08
10/17/2014	1	123927	FISHER CHIPPEWA REDI-MIX, INC.	NORTH STREET BRIDGE REPAIRS MATERIALS	\$	213.00
10/17/2014	1	123928	FLEIS & VANDENBRINK ENGINEERING INC	PROF ENGINEERING SERVICES	\$	1,749.00
10/17/2014	1	123929	FRONTIER	PHONE SERVICE	\$	887.77
10/17/2014	1	123930	GEORGE INSTRUMENT COMPANY INC	WWTP-INDICATOR	\$	495.23
10/17/2014	1	123931	HACH COMPANY	WTP-LAB SUPPLIES	\$	153.64
10/17/2014	1	123932	HEALTH STREET	PRE-EMPLOYMENT DRUG SCREEN	\$	89.00
10/17/2014	1	123933	HYDROTEX INC	WATER-GREASE	\$	218.87
10/17/2014	1	123934	IPT BY BIDNET	SERVICE FEES FOR AUCTION OF BACKHOES (2)	\$	2,105.00
10/17/2014	1	123935	LAW ENFORCEMENT TARGETS INC	OPD-SHOOTING PRACTICE TARGETS	\$	163.55
10/17/2014	1	123936	MAPLE RAPIDS LUMBER MILL, INC.	PARKS-OAK PLANKS FOR OAKWOOD BRIDGE REPAIR	\$	480.00
10/17/2014	1	123937	MEMORIAL HEALTHCARE CENTER	DRUG SCREENING	\$	100.00
10/17/2014	1	123938	MICHIGAN GOVERNMENT FINANCE	MEMBERSHIP-PAT SKUTT	\$	100.00
10/17/2014	1	123939	MICHIGAN MUNICIPAL LEAGUE	CONTRIBUTIONS	\$	4,328.97
10/17/2014	1	123940	MICHIGAN MUNICIPAL RISK MANAGEMENT	RETENTION FUND	\$	12,500.00
10/17/2014	1	123941	MICHIGAN OUTDOOR SERVICES	SEPT 2014-OSBURN LAKES MOWING	\$	841.00
10/17/2014	1	123942	MICHIGAN STATE UNIVERSITY	ZONING ADM COURSE-SUSAN MONTENEGRO	\$	800.00
10/17/2014	1	123943	MISDU	PAYROLL DEDUCTION	\$	1,687.23
10/17/2014	1	123944	MARK A MITCHELL	REIMBURSEMENT	\$	17.98
10/17/2014	1	123945	MUTUAL EYE CLAIM AUDITS	VISION COVERAGE PREMIUM	\$	28.00
10/17/2014	1	123946	NEXTEL COMMUNICATIONS	SEPTEMBER 2014-CELL PHONE USAGE AND EQUIPMENT	\$	1,061.88
10/17/2014	1	123947	OFFICE DEPOT	SUPPLIES	\$	566.99
10/17/2014	1	123948	OWOSSO-WATER FUND	WATER/SEWER BILLS	\$	5,668.70
10/17/2014	1	123949	POSTMASTER	STREET ISSUES POSTAGE	\$	52.25
10/17/2014	1	123950	RUTHY'S LAUNDRY CENTER	AUGUST 2014-PUBLIC SAFETY-DRY CLEANING	\$	393.25
10/17/2014	1	123951	SAGINAW VALLEY CHAPTER INT'L CODE C	FIRE SPRINKLER SYSTEMS CLASS-CHUCK RAU	\$	45.00
10/17/2014	1	123952	SECURITY ALARM CO INC	OPD-SERVICE CALL-8/12/14	\$	162.50
10/17/2014	1	123953	SEIFERT CONCRETE	2014 SIDEWALK PROGRAM	\$	12,396.18
10/17/2014	1	123954	THE SHERWIN-WILLIAMS CO.	STREETS-PAINT	\$	1,035.79
10/17/2014	1	123955	SMITH JANITORIAL SUPPLY	SUPPLIES	\$	469.25
10/17/2014	1	123956	SNAP ON TOOLS	FLEET-TOOLS	\$	70.60
10/17/2014	1	123957	SOUTHSIDE CAR WASH	OPD-JULY-SEPT 2014-CAR WASHES	\$	106.40
10/17/2014	1	123958	SPARTAN STORES LLC	WWTP-SUPPLIES	\$	10.60
10/17/2014	1	123959	ST JOHNS ANSWERING SERVICE INC	NOVEMBER 2014-ANSWERING SERVICE	\$	75.00
10/17/2014	1	123960	STATE OF MICHIGAN	REHAB OF GOULD STREET BRIDGE BY MDOT	\$	2,548.51
10/17/2014	1	123961	STECHSCHULTE GAS & OIL, INC.	FLEET-GUARDOL	\$	1,386.70
10/17/2014	1	123962	STRAWSER CONSTRUCTION INC	EMULSION FOR DURA PATCHER-205/GALS	\$	1,160.00
10/17/2014	1	123963	TERRY M BACK	WWTP-TIRE REPAIR	\$	65.00
10/17/2014	1	123964	WASTE MANAGEMENT OF MICHIGAN INC	OCT 2014-TRASH SERVICE/LANDFILL CHARGES	\$	5,586.93
10/17/2014	1	123965	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SUPPLIES	\$	493.57
10/20/2014	1	360(A)	U S BANK, N A	BOND PAYMENT	\$	449,483.75
10/20/2014	1	123966	THE BANK OF NEW YORK MELLON TRUST C	BOND PAYMENT	\$	19,517.50
10/20/2014	1	123967	THE BANK OF NEW YORK MELLON	BOND PAYMENT	\$	51,531.54
10/20/2014	1	123968	BARTZ EXCAVATING	BD Bond Refund	\$	100.00
10/20/2014	1	123969	CHEMICAL BANK WEALTH MANAGEMENT	BOND PAYMENT	\$	38,681.25
10/20/2014	1	123970	LARRY D COOK	REIMBURSEMENT-EXPENSES	\$	90.98
10/20/2014	1	123971	CORDIER EXCAVATING	BD Bond Refund	\$	100.00
10/20/2014	1	123972	DELTA FAMILY CLINIC SOUTH PC	PRE-EMPLOYMENT EVALUATIONS	\$	700.00
10/20/2014	1	123973	FRONTIER	TRAFFIC SIGNAL	\$	105.26
10/20/2014	1	123974	GA HUNT	BD Bond Refund	\$	50.00
10/20/2014	1	123975	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 10/15/14	\$	5,073.16
10/21/2014	1	361(E)	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	SEPT 2014 CONTRIBUTIONS FOR POLICE COMMAND	\$	7,656.99
10/31/2014	1	362(A)	BIOCARE INC	RESPIRATORY SURVEILLANCE PROGRAM AND MASK FITTING	\$	1,777.00

10/31/2014	1	363(A)	BRAUN KENDRICK FINKBEINER PLC	SEPT 2014-LEGAL SERVICES-SHIA LANDFILL	\$	2,701.28
10/31/2014	1	364(A)	C D W GOVERNMENT, INC.	SUPPLIES	\$	1,020.99
10/31/2014	1	365(A)	CENTRON DATA SERVICES, INC.	WATER/SEWER BILL PRINTING SERVICES FOR OCTOBER 2014	\$	4,671.03
10/31/2014	1	366(A)	D & G EQUIPMENT INC	PARTS	\$	562.55
10/31/2014	1	367(A)	EJ USA INC	INVENTORY-MANHOLE COVERS	\$	811.81
10/31/2014	1	368(A)	ETNA SUPPLY COMPANY	WATER INVENTORY ITEMS	\$	1,561.14
10/31/2014	1	369(A)	FRONT LINE SERVICES, INC.	OFD-REPAIRS	\$	906.92
10/31/2014	1	370(A)	GRAYMONT CAPITAL INC	SMALL PEBBLE QUICKLIME-46\TON	\$	6,624.00
10/31/2014	1	371(A)	HALLIGAN ELECTRIC INC	WTP-TROUBLESHOOTING GENERATOR TRANSFER SWITCH	\$	937.62
10/31/2014	1	372(A)	JCI JONES CHEMICALS, INC.	SODIUM HYPOCHLORITE	\$	3,367.33
10/31/2014	1	373(A)	LOGICALIS INC	SEPT 2014-NETWORK ENGINEERING	\$	8,568.00
10/31/2014	1	374(A)	MICHIGAN METER TECHNOLOGY GROUP INC	WATER METERS	\$	4,586.00
10/31/2014	1	375(A)	MUNICIPAL SUPPLY CO.	WATER-COPPER	\$	345.00
10/31/2014	1	376(A)	OFFICE SOURCE	CHAIR/SUPPLIES	\$	337.69
10/31/2014	1	377(A)	OFFICEMAX INC	SUPPLIES	\$	138.17
10/31/2014	1	378(A)	PACE ANALYTICAL SERVICES INC	WTP-DRINKING WATER ANALYSIS	\$	45.00
10/31/2014	1	379(A)	POLYDYNE INC	AF 4500 POLYMER	\$	2,295.00
10/31/2014	1	380(A)	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	\$	3,203.70
10/31/2014	1	381(A)	Q2A ASSOCIATES LLC	FINANCE DIRECTOR SERVICES-9/28/14-10/11/14	\$	4,063.50
10/31/2014	1	382(A)	REEVES WHEEL ALIGNMENT, INC.	REPAIRS TO VEHICLES	\$	1,463.02
10/31/2014	1	383(A)	S L H METALS INC	WWTP-METAL WORK	\$	42.34
10/31/2014	1	384(A)	SWIM LLC	UTILITIES DIRECTOR SERVICES-10/12/14-10/14	\$	1,386.00
10/31/2014	1	385(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER	\$	1,281.00
10/31/2014	1	123976	ANDRE ROBERTA	UB refund for account: 2378490001	\$	117.06
10/31/2014	1	123977	ROSE BETTY	UB refund for account: 2395140002	\$	74.90
10/31/2014	1	123978	CRUTTS ROBERT	UB refund for account: 3332170004	\$	65.03
10/31/2014	1	123979	CLARK MARY	UB refund for account: 3265070004	\$	353.37
10/31/2014	1	123980	GREENWALT SKY	UB refund for account: 1533500011	\$	23.17
10/31/2014	1	123981	LUPU SCOTT	UB refund for account: 3159570003	\$	53.54
10/31/2014	1	123982	CRAM JACKIE	UB refund for account: 5556570001	\$	66.04
10/31/2014	1	123983	HATFIELD KYLE	UB refund for account: 2262390022	\$	55.37
10/31/2014	1	123984	BRADAC SHERYL	UB refund for account: 3031070005	\$	62.74
10/31/2014	1	123985	KREMSKI CHARLES	UB refund for account: 2973390001	\$	23.04
10/31/2014	1	123986	COVERT EDWARD	UB refund for account: 2714190002	\$	46.86
10/31/2014	1	123987	MULLANEY JOSEPH	UB refund for account: 2335844502	\$	45.00
10/31/2014	1	123988	REMAX REAL ESTATE PROFESSIONALS	UB refund for account: 3611070003	\$	68.86
10/31/2014	1	123989	TONY SCHMIDT REALTY	UB refund for account: 1557500003	\$	75.00
10/31/2014	1	123990	TONY SCHMIDT REALTY	UB refund for account: 4662040004	\$	30.69
10/31/2014	1	123991	BIONDI ANDREA	UB refund for account: 3352070002	\$	19.94
10/31/2014	1	123992	SATORI CORPORATION	UB refund for account: 4283200002	\$	129.94
10/31/2014	1	123993	POLLOCK JIM	UB refund for account: 2039190001	\$	60.50
10/31/2014	1	123994	DUTCHER J D	UB refund for account: 2854590001	\$	64.13
10/31/2014	1	123995	MICHAEL LEVERE ASH	CONTRACT SCHOOL LIAISON OFFICER	\$	1,281.00
10/31/2014	1	123996	ASSOCIATION OF PUBLIC TREASURERS	MEMBERSHIP FOR RON TOBEY	\$	185.00
10/31/2014	1	123997	THE BANK OF NEW YORK MELLON	PAYING AGENT FEES-11/1/14-10/31/15	\$	250.00
10/31/2014	1	123998	BELL EQUIPMENT COMPANY	PARTS	\$	787.65
10/31/2014	1	123999	BODMAN LLP	EMPLOYEE RELATIONS-PUBLIC SAFETY	\$	183.75
10/31/2014	1	124000	BROWN & STEWART P C	PROFESSIONAL SERVICES	\$	11,047.52
10/31/2014	1	124001	CALEDONIA CHARTER TOWNSHIP	PAYMENT PER WATER DISTRICT AGREEMENT	\$	21,338.99
10/31/2014	1	124002	CITY OF CORUNNA	OPD-AUG & SEPT 2014-ADMINISTRATIVE SERVICES	\$	4,156.21
10/31/2014	1	124003	COBAN TECHNOLOGIES INC	OPD-PARTS	\$	727.00
10/31/2014	1	124004	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	22,256.24
10/31/2014	1	124005	DONALD D CRAWFORD	EXPENSES-9/12/14-9/17/14	\$	1,412.27
10/31/2014	1	124006	DEISLER OUTDOOR POWER EQUIP	WWTP-POWER CORD REPAIR-SKILL SAW	\$	26.53
10/31/2014	1	124007	EMPLOYEE BENEFIT CONCEPTS INC	2015 FSA RENEWAL FEE	\$	300.00
10/31/2014	1	124008	FEDEX	WTP-SHIPPIING	\$	11.83
10/31/2014	1	124009	FIREPROGRAMS	SUPPORT AND UPGRADE SERVICE FOR ONE YEAR	\$	1,440.00
10/31/2014	1	124010	FRONTIER	PHONE SERVICE	\$	884.16
10/31/2014	1	124011	HELEN M GAYNOR	REIMBURSEMENT	\$	7.93
10/31/2014	1	124012	HANKERD SPORTSWEAR	OFD-T-SHIRTS (32)	\$	144.00
10/31/2014	1	124013	HIGHWAY MAINTENANCE & CONSTRUCTION	2014 DOUBLE CHIP SEAL PROGRAM	\$	115,015.53

10/31/2014	1	124014	HOME DEPOT CREDIT SERVICES	SUPPLIES	\$	344.55
10/31/2014	1	124015	HP	FLEET-DELL OPTIPLEX	\$	808.60
10/31/2014	1	124016	INDEPENDENT NEWSPAPERS	HR-AD FOR HISTORICAL FACILITIES DIR	\$	107.80
10/31/2014	1	124017	INDUSTRIAL SUPPLY OF OWOSSO INC	PARTS	\$	554.30
10/31/2014	1	124018	INTERNATIONAL SOCIETY OF ARBORICULTURE	MEMBERSHIP FOR BILL BROOKS	\$	209.00
10/31/2014	1	124019	JAY'S SEPTIC TANK SERVICE	10/5/14-11/4/14-RENTAL UNITS	\$	340.00
10/31/2014	1	124020	STEVEN KOHAGEN	ELECTION WORK	\$	135.00
10/31/2014	1	124021	LANSING UNIFORM CO.	UNIFORMS	\$	190.90
10/31/2014	1	124022	LAW ENFORCEMENT OFFICERS REGIONAL	FALL 2014 MEMBERSHIP/TRAINING ASSESSMENT	\$	1,777.32
10/31/2014	1	124023	KEVIN LENKART	OFD-MEAL REIMBURSEMENT	\$	9.54
10/31/2014	1	124024	LONG'S TRANSMISSION SERVICE INC	TRANSMISSION REPAIR-UNIT #312	\$	1,842.80
10/31/2014	1	124025	LUDINGTON ELECTRIC, INC.	ELECTRICAL WORK	\$	382.55
10/31/2014	1	124026	MAPLE RAPIDS LUMBER MILL, INC.	PARKS-PLANKS FOR OAKWOOD BRIDGE	\$	480.00
10/31/2014	1	124027	MICHIGAN BUSINESS & PROFESSIONAL AS	SEPT 2014-COBRA ADMIN	\$	100.00
10/31/2014	1	124028	MISDU	PAYROLL DEDUCTION	\$	1,687.23
10/31/2014	1	124029	NATIONAL VISION ADMINISTRATORS LLC	OCTOBER 2014-VISION COVERAGE PREMIUM	\$	1,021.86
10/31/2014	1	124030	NEOFUNDS BY NEOPOST	POSTAGE MACHINE SUPPLIES	\$	258.00
10/31/2014	1	124031	OFFICE DEPOT	SUPPLIES	\$	92.38
10/31/2014	1	124032	OWOSSO CHARTER TOWNSHIP	PAYMENT PER WATER AGREEMENT	\$	9,828.73
10/31/2014	1	124033	OWOSSO-WATER FUND	WATER/SEWER BILLS	\$	156.59
10/31/2014	1	124034	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	\$	73,736.97
10/31/2014	1	124035	POSTMASTER	SNOW REMOVAL POLICY POSTAGE	\$	60.00
10/31/2014	1	124036	RATHCO SAFETY SUPPLY, INC.	STREET SIGNS	\$	206.06
10/31/2014	1	124037	RICOH USA	MAINTENANCE/SUPPLIES-7/21/14-10/20/14	\$	702.68
10/31/2014	1	124038	RUTHY'S LAUNDRY CENTER	PUBLIC SAFETY-SEPT 2014 DRY CLEANING	\$	280.50
10/31/2014	1	124039	MICHAEL LAWRENCE CONSTINE	WTP GROUNDS WORK	\$	600.00
10/31/2014	1	124040	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION-MEMBERSHIPS	\$	300.18
10/31/2014	1	124041	SIGNATURE AUTO GROUP	2015 FORD FUSION S-UNIT #43	\$	17,856.00
10/31/2014	1	124042	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	\$	2,836.54
10/31/2014	1	124043	STATE OF MICHIGAN	STATE OF MI WITHHOLDING TAX	\$	17,712.97
10/31/2014	1	124044	STATE OF MICHIGAN-MDNRE	WELL AND WTP TAP ANALYSES	\$	1,438.00
10/31/2014	1	124045	STATE OF MICHIGAN	OPD-SEX OFFENDERS REGISTRATION FEES	\$	150.00
10/31/2014	1	124046	STRAWSER CONSTRUCTION INC	EMULSION FOR DURA PATCHER-189/GALS	\$	396.90
10/31/2014	1	124047	TERRY M BACK	WWTP-TIRE REPAIR	\$	60.00
10/31/2014	1	124048	THOMPSON CARPET CLEANING LLC	CITY HALL CARPET CLEANING	\$	1,790.00
10/31/2014	1	124049	TRACTOR SUPPLY COMPANY	PARKS-GRASS SEED	\$	69.99
10/31/2014	1	124050	JESSICA UNANGST	EMPLOYEE FUNDED EVENT	\$	167.00
10/31/2014	1	124051	USPS 306 & HOSPITALITY ASSET ADVISO	REFUND	\$	1,073.22
10/31/2014	1	124052	VALLEY LUMBER	SUPPLIES	\$	609.45
10/31/2014	1	124053	WEB ASCENDER	WEBSITE HOSTING-OCT/NOV/DEC 2014	\$	150.00

1 TOTALS:

(1 Check Voided)

Total of 276 Disbursements:

\$ 1,311,251.99

Bank 10 OWOSSO HISTORICAL FUND

10/01/2014	10	4608	LUDINGTON, SUE	2014 HOME TOUR SUPPLIES	\$	73.64
10/01/2014	10	4609	CHARTER COMMUNICATIONS	515 N WASHINGTON ST	\$	108.45
10/01/2014	10	4610	COMSTOCK INN & CONFERENCE CENTER	HOME TOUR PARTICIPANTS APPRECIATION EVENT	\$	382.12
10/01/2014	10	4611	DELUX TROPHIES & AWARDS	2014 HOME TOUR GOLD BRASS PLATES (15)	\$	195.00
10/01/2014	10	4612	ROBERT V DORAN	MMA CONFERENCE REIMBURSEMENT OF EXPENSES	\$	361.34
10/01/2014	10	4613	GILBERT'S DO IT BEST HARDWARE & APP	2014 HOME TOUR SUPPLIES	\$	23.73
10/01/2014	10	4614	ELAINE GREENWAY	2014 HOME TOUR SUPPLIES	\$	187.15
10/01/2014	10	4615	HANKERD SPORTSWEAR	HOME TOUR BANNER	\$	130.00
10/01/2014	10	4616	I60 MEDIA	2014 HOME TOUR TICKETS/PROGRAMS PRINTING	\$	1,490.00
10/01/2014	10	4617	MCLAREN RENTALS, INC.	2014 HOME TOUR TABLES/TRAYS	\$	75.00
10/01/2014	10	4618	TYSON RUDE	2014 HOME TOUR WEBSITE UPDATES	\$	310.00
10/01/2014	10	4619	LORRAINE WECKWERT	SUPPLIES/ITEMS TO PUT CASTLE BACK TOGETHER	\$	190.43
10/16/2014	10	4620	CONSUMERS ENERGY	515 N WASHINGTON ST	\$	160.58

10/16/2014	10	4621	CROOKED TREE NURSERY	PERENNIALS FOR GOULD HOUSE	\$	500.00
10/16/2014	10	4622	DAYSTARR COMMUNICATIONS	NOV 2014-CURWOOD CASTLE PHONE AND INTERNET	\$	75.48
10/16/2014	10	4623	ROBERT V DORAN	CLEANING SUPPLIES	\$	38.97
10/16/2014	10	4624	FRONTIER	PHONE SERVICE-515 N WASHINGTON ST	\$	41.98
10/16/2014	10	4625	GILBERT'S DO IT BEST HARDWARE & APP	KEY FOR CARRIAGE HOUSE	\$	1.79
10/16/2014	10	4626	LUDINGTON ELECTRIC, INC.	REPAIRS AT GOULD HOUSE	\$	134.20
10/16/2014	10	4627	MICHIGAN OUTDOOR SERVICES	SEPT 2014-GOULD HOUSE MOWING	\$	67.50
10/16/2014	10	4628	OFFICE DEPOT	SUPPLIES	\$	108.36
10/16/2014	10	4629	OFFICEMAX INC	WIRE SHELVING UNITS FOR GOULD HOUSE (4)	\$	419.96
10/16/2014	10	4630	OWOSSO-WATER FUND	WATER/SEWER FOR 515 N WASHINGTON ST	\$	141.20
						<hr/>
10 TOTALS:						
Total of 23 Disbursements:						<hr/>
						\$ 5,216.88
Bank 2 TRUST & AGENCY						
10/06/2014	2	6375	DOWNTOWN DEVELOPMENT AUTHORITY	COLLECTIONS	\$	4,346.03
10/06/2014	2	6376	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	4,266.02
10/06/2014	2	6377	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	448.92
10/06/2014	2	6378	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$	179,217.50
10/06/2014	2	6379	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$	19,323.80
10/20/2014	2	6380	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	326.10
10/20/2014	2	6381	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$	14,162.65
10/20/2014	2	6382	SHIAWASSEE COUNTY TREASURER	TRAILER FEES-140 LOTS	\$	350.00
						<hr/>
2 TOTALS:						
Total of 8 Disbursements:						<hr/>
						\$ 222,441.02
REPORT TOTALS:						
(1 Check Voided)						
Total of 307 Disbursements:						<hr/>
						\$ 1,538,909.89



## MEMORANDUM

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

**DATE:** November 26, 2014  
**TO:** Mayor Frederick and the Owosso City Council  
**FROM:** City Manager  
**SUBJECT:** RAPKA, L.L.C. lot split

The city council postponed consideration of a request by RAPKA, L.L.C. to December 1 for a lot split to create separate lots for 109 N. Washington and 111 N. Washington. In reviewing this request a considerable amount of information has been gathered which must be addressed. First, it is possible to split the property but only by complying with the *2012 Michigan Building Code*.

I have spoken with a representative of the Michigan State Plan Review Division who explained that this issue comes before them most often in school conversions. In most cases such splits are so costly that a split becomes impractical. Following is a document provided by the state in an attempt to explain what is necessary to split a building. The city is only concerned with a fire wall and not a party wall which becomes an issue between the owners on each side.

There have been several meetings on the proposed split and another involving David Lazar today. An in-depth investigation shows that there was once two separate buildings, but the proposed division does not completely follow the party wall that once existed.

In order to move this forward the city council can pass the attached resolution, with some likely modifications as the city attorney has yet to sign off on this draft. The building owner would have to then decide whether to spend the money to comply. The legal descriptions would have to be modified.

The state of Michigan Build Code Plan Review Division States:

**Fire Walls – 2009 Michigan Building Code, Section 706**  
**By George Herrity, Assistant Chief**  
**Plan Review Division**

*Chapter 7, Fire and Smoke Protection Features, of the 2009 Michigan Building Code (MBC) lists and describes the various types of fire-resistance-rated construction. The types are: party walls; fire walls; fire barriers; fire partitions; smoke barriers; smoke partitions, which may not have a fire-resistance rating; and horizontal assemblies. Of these fire-resistance-rated construction types, the fire wall offers the most design options from the types of fire wall construction (cantilevered or free standing, laterally supported and tied walls, and double construction) to their ability to separate buildings. The MBC defines a fire wall as "A fire-resistance-rated wall having protected openings, which restricts the spread of fire and extends continuously from the foundation to or through the roof, with sufficient structural stability under fire conditions to allow collapse of construction on either side, without collapse of the wall." The only fire-resistance-rated construction that is more restrictive than a fire wall is the party wall. A party wall is a fire wall without any openings that is located on a lot line.*

*Openings are allowed in fire walls, but are limited in size and they have to be protected by a fire door and/or a fire shutter assembly. Openings shall not exceed 156 square feet in area and the aggregate width of openings at any floor level shall not exceed 25 percent of the length of the wall.*

*Because of the requirement that a fire wall shall remain in place under fire conditions after the collapse of construction on either side, the code allows the construction on either side of the fire wall to be considered a separate building. This means that all provisions of the code, including heights and areas (MBC, Chapter 5); fire protection systems (MBC, Chapter 9); and means of egress (MBC, Chapter 10); are applied individually to the "building" on either side of a fire wall.*

*Fire walls are required to be structurally stable and have horizontal and vertical continuity. As defined above, fire walls shall have "sufficient" structural stability. The key word being "sufficient," which is determined by the authority having jurisdiction. Horizontal continuity shall be continuous from exterior wall to exterior wall and extend at least 18 inches beyond the exterior surface of the exterior wall with exceptions. Vertical continuity shall extend from the foundation to a termination point at least 30 inches above both adjacent roofs with exceptions. A good understanding of the use of fire walls and the other types of fire-resistance-rated construction gives the design professional an advantage in designing code compliant buildings.*

*Questions regarding fire walls should be directed to the Plan Review division at (517) 241-9328.*



**RESOLUTION NO.**

**APPROVAL OF A LOT SPLIT SUBJECT TO CONSTRUCTION OF A PARTY WALL  
109-111 NORTH WASHINGTON STREET**

WHEREAS, RAPKA, L.L.C. owns a building at 109 and 111 North Washington Street, Owosso, Michigan more fully described below, and

WHEREAS, RAPKA, L.L.C. has petitioned the city of Owosso to divide the building into two parcels with the intent to sell a portion of the building to another person or entity which requires the construction of a fire wall in accordance with the *2012 Michigan Building Code*, Chapter 7 so that the buildings shall adjoin each other and shall be separated by a fire wall.

NOW THEREFORE, the city council of the city of Owosso hereto agrees that:

FIRST: that the lot split shall be described as:

A. Parcel 1 designated on a certain survey entitled "New description after split (109 N. Washington Street)" more particularly bounded and described as follows:

[INSERT METES AND BOUNDS DESCRIPTION]

B. Parcel 2 designated on a certain survey entitled "Description of split parcel (111 N. Washington Street--Pharmacy)" more particularly bounded and described as follows:

[INSERT METES AND BOUNDS DESCRIPTION]

SECOND: To accomplish such division a fire wall must be constructed. The fire wall shall be constructed in such a fashion as to be located an equal distance on and over the respective parcels of the parties with the midline of the party wall being located on the common boundary line. The provisions of this paragraph shall be construed to mean that the location of the fire wall shall be located as set forth herein as nearly as is practically possible, and it is understood that minor variations may be necessary due to unforeseen topographical problems or construction requirements. In no case, however, shall such party wall encroach more than one foot on the parcel of either party.

THIRD: The construction of the party wall shall be in full compliance with the *2012 Michigan Building Code*.

FOURTH: The actual construction of the fire wall shall be the responsibility of RAPKA, L.L.C., which shall supervise and manage the construction either personally or through a designated contractor.

FIFTH: The terms of this resolution shall be deemed a covenant running with the land and shall be binding upon RAPKA, L.L.C., the current owner, and inure to the benefit of respective assigns and successors in interest.

SIXTH: The lot split shall not occur until the fire wall has been completed.



## MEMORANDUM

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

**DATE:** November 26, 2014

**TO:** Mayor Frederick and the Owosso City Council

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

**SUBJECT:** Brownfield Plan Amendment, District #15 - Armory

### RECOMMENDATION:

Approving Amendment #1 to Brownfield Plan "District #15, Armory Building" located at 201 & 215 N. Water Street in the city of Owosso pursuant to and in accordance with the provisions of Act 381 of the Public Acts of the State of Michigan of 1996, as amended.

### BACKGROUND:

The amended plan will capture local and state school taxes. The original plan did not seek this capture. The change will add an additional 24 mills of capture per year, with 3 mills returned to the state brownfield redevelopment fund (which will be calculated as an administrative cost and not part of the developer's eligible cost). The request today is to assist in an environmental remediation for \$497,255 over 30 years and to recommend that city council approve the amended Brownfield Plan for District #15 "Armory Building."

When the chamber building is removed this will create a plaza space. This will have some seating. There are plans for a deck on the back space for building users. They have looked at other armories around the state. This is a hidden gem right on the river. Structurally the building is sound. Developers understand they will need to tackle the lead and asbestos abatement. The lower level will be used for offices, a kitchen, and maybe a farmers market. The main level was which was used for troops and stage acts will be used for shared offices; the stage area for a shared conference area. The upper balcony level will have extended glassed-in areas. The building will be decorated with military arts and colors.

### FISCAL IMPACTS:

Property and school taxes will be captured throughout the duration of the plan or until the total amount is repaid, whichever comes first.

**RESOLUTION NO.**

**RESOLUTION APPROVING BROWNFIELD PLAN  
"DISTRICT #15, ARMORY BUILDING AMENDMENT #1"  
201 & 215 N. WATER STREET  
FOR THE CITY OF OWOSSO PURSUANT TO AND IN ACCORDANCE  
WITH THE PROVISIONS OF ACT 381 OF THE  
PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

WHEREAS, the Brownfield Redevelopment Authority (the "Authority") of the City of Owosso, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared and recommended for approval by the City of Owosso Council, a Brownfield Plan entitled "District #15, Armory Building - Amendment #1" (the "Plan"), pursuant to and in accordance with Section 13 of the Act, to be carried out within the Brownfield Redevelopment Zone (the "Zone"), said zone being the entire City and with said District #15 described as:

*City of Owosso, Shiawassee County, Michigan, COM AT A PT 88' W & 2'6" S OF A PT WHERE S LN EXCH ST EXTD W'LY TO SHIA RIVER INT W LN WATER ST TH W'LY PAR W/SD S LN OF EXCH ST SO EXTD 38' TH N 2' TH W'LY PAR W/SD S LN EXCH ST SO EXTD TO SHIA RIVER TH NLY ALG SD RIVER TO A PT 6" N OF A PT WHERE N LN EXCH ST EXTD W'LY WOULD INTER SD RIVER TH E ON A LN PAR TO N LN EXCH ST SO EXTD TO A PT 126' W OF W LN WATER ST TH N 2' TH E ON A LN PAR W/N LN EXCH ST SO EXTD 38' TH S ON A LN PAR TO W LN WATER ST TO POB;*

and,

COM AT A PT W LINE WATER ST 10' N S LN EXCHANGE ST EXT'D W'LY TH W'LY 88' N 79' E'LY 88' S 79' TO POB -RESERVE #2; and

WHEREAS, on behalf of the City Council, the Owosso Brownfield Authority held a public hearing for District #15 on November 19, 2014 at its regular meeting having provided notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the "Taxing Jurisdictions") about the fiscal and economic implications of the proposed Financing Plan, and the Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13(10) and 14(1) of the Act; and

WHEREAS, the Council has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan is feasible and the Authority has the ability to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
- E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of its review of the Plan and upon consideration of the views and recommendations of the Taxing Jurisdictions, the Council desires to proceed with approval of the Plan, contingent upon Plan approval by the Owosso Downtown Development Authority/Main Street Board.

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

FIRST: Pursuant to the authority vested in the Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, Brownfield Redevelopment Plan, Amendment #1 for District #15 "Armory Building" is hereby approved in the form considered by the Council on December 1, 2014 and maintained on file in the office of the City Clerk, contingent upon Plan approval by the Downtown Development Authority.

SECOND: Severability. Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

THIRD: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Brownfield Redevelopment Plan – Amendment #1, District #15 – Armory, between the City of Owosso, Michigan and Chamber Support Group.

**CITY OF OWOSSO, MICHIGAN  
BROWNFIELD REDEVELOPMENT AUTHORITY  
BROWNFIELD PLAN**

**201 AND 215 N. WATER STREET  
CITY OF OWOSSO, MICHIGAN**

**BROWNFIELD PLAN  
(AMENDMENT #1)  
NOVEMBER 17, 2014**

CITY OF OWOSSO  
BROWNFIELD REDEVELOPMENT AUTHORITY  
CONTACT: SUSAN MONTENEGRO

PHONE (989) 725-0544

**PREPARED BY:**

Triterra  
1210 N. Cedar Street, Suite A  
Lansing, Michigan 48906  
Contact Person: J.P. Buckingham  
[jp.buckingham@triterra.us](mailto:jp.buckingham@triterra.us)  
Phone: 517-853-2151

Approved by the City of Owosso Brownfield Redevelopment Authority on

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Approved by the City of Owosso City Council on

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## FIGURES

Figure 1: Property Location Map

Figure 2: Property Orientation Diagram

Figure 3: Historical Features and Soil Boring Location Diagram

## TABLES

Table 1: Legal Description of the Property

Table 2: Summary of TIF and Reimbursement of Eligible Activities

Attachment A: Summary of Known Environmental Conditions

Attachment B: Draft Reimbursement Agreement

Attachment C: Captured Taxes Transfer Agreement – DDA and OBRA

## **I. INTRODUCTION**

### **A. Plan Purpose**

The City of Owosso Brownfield Redevelopment Authority (Authority or “OBRA”), duly established by resolution of the City of Owosso City Council, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the County of Shiawassee, Michigan. The purpose of this Brownfield Plan (the “Plan”), to be implemented by the OBRA, is to satisfy the requirements of Act 381 for including the eligible property described below, designated as 201 N. Water Street, City of Owosso, Michigan (the “Property”), in the OBRA Brownfield Plan (the “Plan”). The Property consists of two parcels totaling approximately 0.70 acres of land. The Property is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended). In accordance with Act 381, the second parcel included in this brownfield plan is adjacent or contiguous to the facility-designated property and is estimated to increase the captured taxable value of the facility-designated parcel. The proposed development is estimated to increase the captured taxable value of the designated parcel. The parcel is located within the boundaries of the City of Owosso, Michigan.

The Plan will allow the OBRA to use tax increment financing to reimburse the Chamber Support Corporation (the Developer) for the costs of eligible activities required to renovate the existing Armory for office space (“Development”). Any proposed redevelopment of the Property will only be economically viable with the support and approval of the local brownfield redevelopment incentives described herein.

### **B. Subject Property**





The Property consists of approximately 0.70 acres of land developed with an approximately 30,000-square foot, two-story building (former Armory) located on the central portion of the Property and an approximately 2,337-square foot office building (Chamber Building) located on the eastern portion of the Property. The remainder of the Property consists of associated landscaped ground. The Property is bordered by Owosso Middle School to the north; Water Street to the east; municipal parking lot to the south; and Shiawassee River to the west. A summary of the parcels are presented in the table below:

<b>Eligible Property</b>		
<b>Address</b>	<b>Tax ID</b>	<b>Basis of Eligibility</b>
201 N. Water Street	050-470-000-002-00	Facility
215 N. Water Street	050-470-038-001-00	Adjacent to Facility

The general Property location, boundaries and historical features are shown on Figures 1, 2 and 3. The legal description of the parcel is included in Table 1. The subject property includes all tangible personal property that now or in the future comes to be owned or installed on the Property.

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the 201 N. Water Street parcel is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended). The presence of contaminants at levels greater than generic residential use criteria is demonstrated by the results of a site assessment completed for 201 N. Water Street on September 30, 2013, completed by Triterra. A summary of known environmental conditions is included in Attachment A.

### **C. Project Description**

The Development includes significant demolition of interior and exterior components of the existing 30,000-square foot former Armory building. The Armory will consist of new office space and conference rooms for new businesses. A portion of the basement may have a retail component to bring the public into the building. In order to take advantage of the views of the Shiawassee River a deck will be constructed on the west side of the Armory. The goal of the project is to create a unique business setting for people who work and visit the City and make use of the City’s rich natural resource (Shiawassee River).

The redevelopment of this Property will require eligible activities that are necessary for purchasing and preparing the Property for redevelopment (i.e., Phase I and II ESA, renovating the existing Armory).

The Development will result in the redevelopment and reuse of a vacant, deteriorating, contaminated property in the city of Owosso. This Development will improve the appearance of the area, reduce potential human health and environmental impacts from site contamination and add over \$1,000,000 of taxable value to the Property.

## **II. GENERAL DEFINITIONS AS USED IN THIS PLAN**

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

## **III. BROWNFIELD PLAN**

### **A. Description of Costs to Be Paid With Tax Increment Revenues and Summary of Eligible Activities**

The Developer will be reimbursed for the costs of eligible activities necessary to prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and state tax revenues generated by the Property redevelopment and captured by the OBRA, subject to any limitations and conditions described in this Plan, and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement"). The Draft Reimbursement Agreement is included in Attachment B.

The total cost of activities eligible for reimbursement from tax increment revenues is projected to be \$497,255.

The eligible activities are summarized below:

#### **Environmental Activities (MDEQ)**

Baseline Environmental Assessment and Due Care Plan.....	\$13,050
Due Care Investigation Activities .....	\$5,000
Additional Response Activities .....	\$15,000
Contingency (10%).....	\$3,305
<b>MDEQ Eligible Activities Total .....</b>	<b>\$36,355</b>

#### **Non-Environmental Activities (MSF)**

Assessments and Asbestos and Lead-Based Paint Abatement.....	\$71,500
Demolition.....	\$130,000
Site Preparation	
Engineering, Testing and Surveying .....	\$55,000
Excavation, Grading and Soil Placement .....	\$50,000
Utility Relocation .....	\$40,000
Public Infrastructure Improvements	
Public Restrooms.....	\$40,000
Public Gathering Area.....	\$19,000
Brownfield Plan/Work Plan Preparation.....	\$13,500

Contingency (10%).....	\$41,900
<b>MSF Eligible Activities Total .....</b>	<b>\$460,900</b>
<b>Total Environmental and Non-Environmental Activities.....</b>	<b>\$497,255</b>

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the OBRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the City of Owosso City Council. It should be noted that MEDC is creating a Statewide Brownfield Redevelopment Fund; therefore, three mills shall be taken from the State Education Tax.

**B. Estimate of Captured Taxable Value and Tax Increment Revenues**

The 2014 taxable value of the Property is \$49,500, which is the initial taxable value for this Plan. The anticipated taxable value in 2015 will be \$1,000,000, based on estimates developed by the Developer and the City's Assessor. The actual taxable value will be determined by the City's Assessor after the Development is completed.

The OBRA will capture the incremental local tax revenues generated from real and personal property to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement and Act 381. The actual annual captured incremental taxable value and associated tax increment revenue will be determined by the OBRA. The actual increased taxable value of the land and all future taxable improvements on the Property may vary.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until the eligible brownfield costs are repaid or 30 years, whichever is shorter, as long as eligible reimbursable activity costs do not exceed \$497,255.

**C. Method of Financing Plan Costs and Description of Advances by the Municipality**

The Developer is ultimately responsible for financing the costs of eligible activities included in this Plan. Neither the OBRA nor the County of Shiawassee will advance any funds to finance the eligible activities described in this Plan. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and

estimates of costs to be reimbursed in this Plan is intended to authorize the OBRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan. In addition, the Downtown Development Authority (DDA) will transfer the local tax increments generated on the Property to the OBRA for the duration of the Plan. The details of this agreement between the DDA and the OBRA are included in Attachment C.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

**D. Maximum Amount of Note or Bonded Indebtedness**

There will be no Bonded Indebtedness.

**E. Duration of Brownfield Plan**

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following:

- Reimbursement of all eligible costs, cumulatively not to exceed \$497,255 or
- 30 years total tax capture after the first year of tax capture under this Plan.

The date for beginning tax capture shall be 2015, unless otherwise amended by the OBRA.

**F. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions**

Incremental local tax revenues generated by the development will be captured by the OBRA until all incurred eligible brownfield redevelopment costs are reimbursed. The impact of the OBRA incremental tax capture on local and state authorities is presented in Table 2.

**G. Legal Description, Property Map, Property Characteristics and Personal Property**

The Property subject to this Brownfield Plan consists of two parcels of land located in in the city of Owosso. The Property is bordered by Owosso Middle School to the north; Water Street to the east; municipal parking lot to the south; and Shiawassee River to the west. A summary of the parcels are presented in the table on the following page:

Eligible Property		
Address	Tax ID	Basis of Eligibility
201 N. Water Street	050-470-000-002-00	Facility
215 N. Water Street	050-470-038-001-00	Adjacent to Facility

The general Property location and boundaries are shown on Figures 1 and 2. The legal descriptions of the parcels are included in Table 1. The subject property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer.

**H. Estimates of Residents and Displacement of Families**

No occupied residences are involved in the redevelopment, no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

**I. Plan for Relocation of Displaced Persons**

No persons will be displaced as a result of this development. Therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

**J. Provisions for Relocation Costs**

No persons will be displaced as result of this development and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Plan.

**K. Strategy for Compliance with Michigan's Relocation Assistance Law**

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Plan.

**L. Description of the Proposed Use of Local Site Remediation Revolving Fund (LSRRF)**

No funds from the OBRA LSRRF will be used to finance or reimburse eligible activities described in this Brownfield Plan. Excess tax increment revenues generated by this redevelopment will not be captured by the OBRA for funding of its LSRRF in accordance to Public Act 381 of 1996.

**M. Other Material that the Authority or Governing Body Considers Pertinent**

There is no other material that the OBRA or governing body considers pertinent.

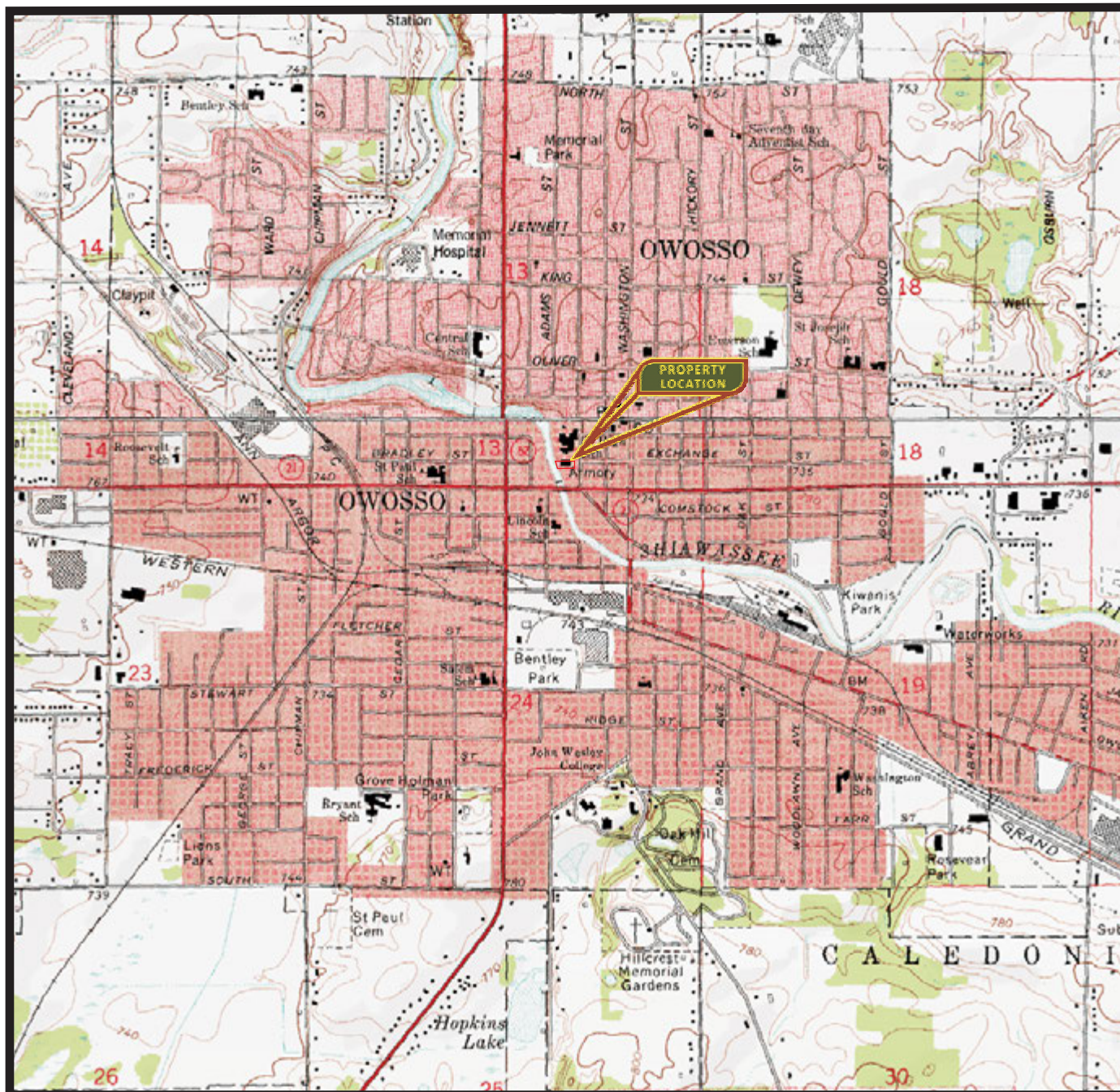
## **FIGURES**

**Figure 1: Property Location Map**

**Figure 2: Property Orientation Diagram**

**Figure 3: Historical Features Diagram**





**FIGURE 1**  
**PROPERTY LOCATION**

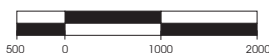
**201 & 215 N. WATER STREET**  
**OWOSSO, MICHIGAN 48867**

**SHIAWASSEE COUNTY**  
**T. 7 N. R 2 E., Section 13**

**PROJECT NUMBER: 13-1278**

**ADAPTED FROM DELORME 3-D TOPOQUADS**

**TRI TERRA**




**1" = ~ 2,000'**

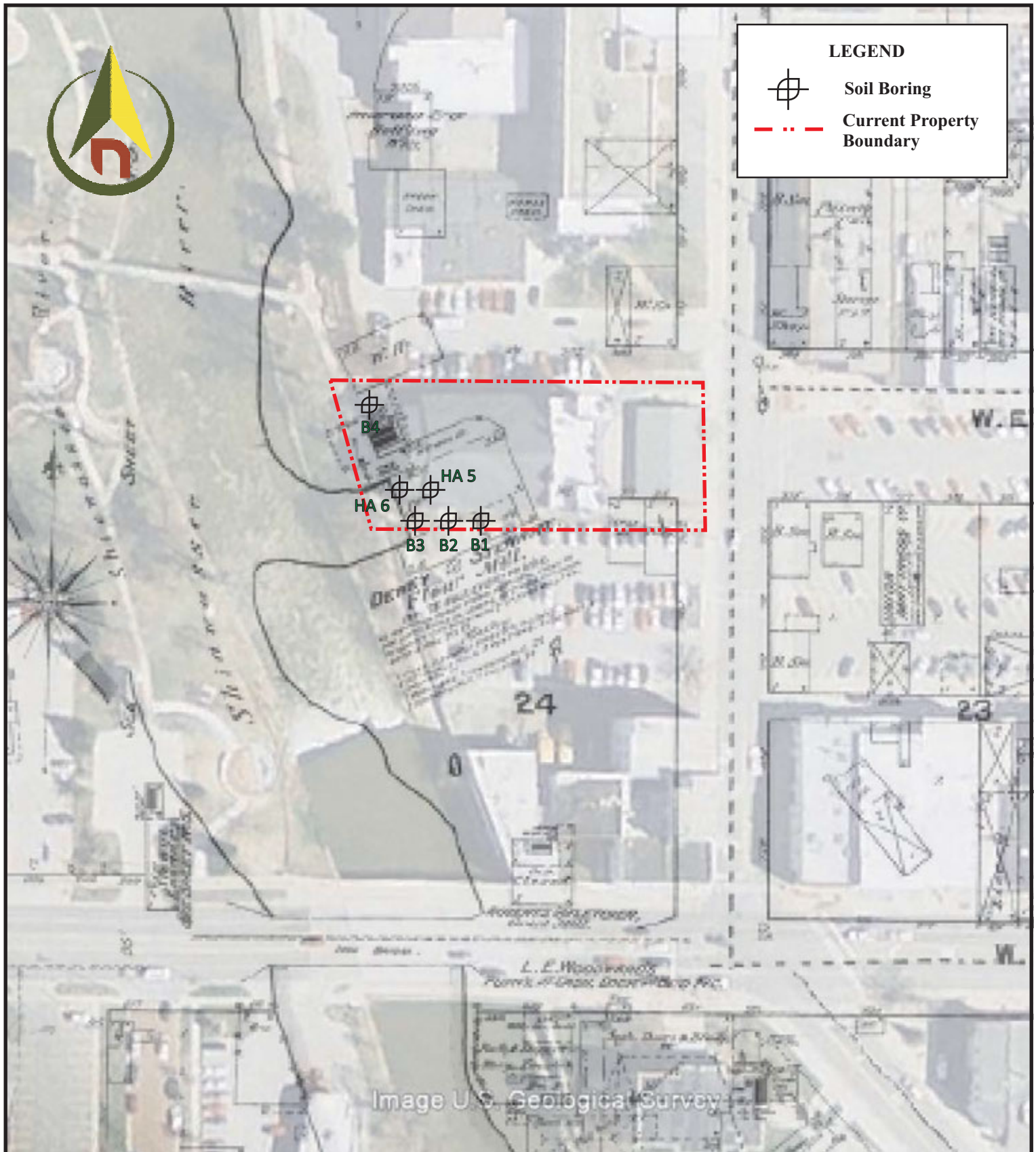






	<b>FIGURE 2</b>	<b>201 &amp; 215 N. WATER STREET OWOSSO, MICHIGAN 48867</b>
	<b>PROPERTY ORIENTATION DIAGRAM</b>	
<b>PROJECT NUMBER: 13-1278</b>	<b>DATE: 8/2/13</b>	<b>DIAGRAM CREATED BY: IOS</b>





**TRI TERRA**

### FIGURE 3

**HISTORICAL FEATURES & SOIL BORING DIAGRAM**

**201 & 215 N. WATER STREET  
OWOSSO, MICHIGAN 48867**

PROJECT NUMBER: 13-1278

DATE: 10/8/13

DIAGRAM CREATED BY: IOS

## **TABLES**

**Table 1: Legal Descriptions of the Property**

**Table 2: Summary of TIF and Reimbursement of Eligible Activities**

**Former Armory -201 N. Water Street**

**Table 1 – Legal Descriptions of the Property**

<u><b>Tax ID</b></u>	<u><b>Property Address</b></u>	<u><b>Legal Descriptions</b></u>
050-470-000-002-00	201 N. Water Street	COM AT A PT 88' W & 2'6" S OF A PT WHERE S LN EXCH ST EXT'D W'LY TO SHIA RIVER INT W LN WATER ST TH W'LY PAR W/SD S LN OF EXCH ST SO EXT'D 38' TH N 2' TH W'LY PAR W/SD S LN EXCH ST SO EXT'D TO SHIA RIVER TH NLY ALG SD RIVER TO A PT 6" N OF A PT WHERE N LN EXCH ST EXT'D W'LY WOULD INTER SD RIVER TH E ON A LN PAR TO N LN EXCH ST SO EXT'D TO A PT 126' W OF W LN WATER ST TH N 2' TH E ON A LN PAR W/N LN EXCH ST SO EXT'D 38' TH S ON A LN PAR TO W LN WATER ST TO POB
050-470-038-001-00	215 N. Water Street	COM AT A PT W LINE WATER ST 10' N S LN EXCHANGE ST EXT'D W'LY TH W'LY 88' N 79' E'LY 88' S 79' TO POB -RESERVE #2

Table 2  
Summary of TIF and Reimbursement of Eligible Activities  
201 and 215 N. Water Street  
City of Owosso, MI

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Base Taxable Value (TV)	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500	49,500
TV After Improvement	0	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Captured TV	0	950,500	950,500	950,500	950,500	950,500	950,500	950,500	950,500	950,500	950,500	950,500	950,500
Millages													
City of Owosso	14.037	14.037	14.037	14.037	14.037	14.037	14.037	14.037	14.037	14.037	14.037	14.037	14.037
SATA	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33
Shiawassee County Operational	5.1146	5.1146	5.1146	5.1146	5.1146	5.1146	5.1146	5.1146	5.1146	5.1146	5.1146	5.1146	5.1146
Council on Aging	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Medical Care Facility	2	2	2	2	2	2	2	2	2	2	2	2	2
Veterans Relief Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
MSU Extension	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
District Library	1.2031	1.2031	1.2031	1.2031	1.2031	1.2031	1.2031	1.2031	1.2031	1.2031	1.2031	1.2031	1.2031
Shiawassee RESD	3.904	3.904	3.904	3.904	3.904	3.904	3.904	3.904	3.904	3.904	3.904	3.904	3.904
DDA District	1.9484	1.9484	1.9484	1.9484	1.9484	1.9484	1.9484	1.9484	1.9484	1.9484	1.9484	1.9484	1.9484
State Education Tax	6	6	6	6	6	6	6	6	6	6	6	6	6
Owosso School	18	18	18	18	18	18	18	18	18	18	18	18	18
Total Millage	52.88710	52.88710	52.88710	52.88710	52.88710	52.88710	52.88710	52.88710	52.88710	52.88710	52.88710	52.88710	52.88710
Yearly Captured Tax													
City of Owosso	\$ -	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342	\$ 13,342
SATA	\$ -	\$ 314	\$ 314	\$ 314	\$ 314	\$ 314	\$ 314	\$ 314	\$ 314	\$ 314	\$ 314	\$ 314	\$ 314
Shiawassee County Operational	\$ -	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861	\$ 4,861
Council on Aging	\$ -	\$ 238	\$ 238	\$ 238	\$ 238	\$ 238	\$ 238	\$ 238	\$ 238	\$ 238	\$ 238	\$ 238	\$ 238
Medical Care Facility	\$ -	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901	\$ 1,901
Veterans Relief Fund	\$ -	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48
MSU Extension	\$ -	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48
District Library	\$ -	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144	\$ 1,144
Shiawassee RESD	\$ -	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711	\$ 3,711
DDA District	\$ -	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852	\$ 1,852
State Education Tax	\$ -	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703	\$ 5,703
Owosso School	\$ -	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109	\$ 17,109
Total Capture Available													
Total Tax Capture Available	\$ -	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269	\$ 50,269
Local Tax Increment	\$ -	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457
State/Local School Tax Increment	\$ -	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812
Cumulative Captured Taxes	\$ -	\$ 50,269	\$ 100,538	\$ 150,807	\$ 201,077	\$ 251,346	\$ 301,615	\$ 351,884	\$ 402,153	\$ 452,423	\$ 502,692	\$ 502,692	\$ 552,961
State Brownfield Redevelopment Fund													
Capture for State Redevelopment Fund <sup>1</sup>	\$ -	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852	\$ 2,852
Cumulative State Capture	\$ -	\$ 2,852	\$ 5,704	\$ 8,555	\$ 11,407	\$ 14,258	\$ 17,110	\$ 19,961	\$ 22,813	\$ 25,664	\$ 28,516	\$ 31,367	\$ 34,219
Environmental Activities - MDEQ (\$36,355)													
Local Tax Increment Reimbursement	\$ 19,857	\$ 19,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State/Local School Tax Increment Reimbursement	\$ 16,498	\$ 16,498	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Remaining Eligible Cost to be Reimbursement (Local/State)	\$ 36,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Environmental Activities - MSF (\$460,900)													
Local Tax Increment Reimbursement	\$ 251,744	\$ 7,600	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 27,457	\$ 24,488	\$ 0	\$ 0
State/Local School Tax Increment Reimbursement	\$ 209,156	\$ 3,462	\$ 19,960	\$ 19,960	\$ 19,960	\$ 19,960	\$ 19,960	\$ 19,960	\$ 19,960	\$ 19,960	\$ 19,960	\$ 19,960	\$ 6,094
Remaining Eligible Cost to be Reimbursement (Local/State)	\$ 460,900	\$ 449,838	\$ 402,421	\$ 355,004	\$ 307,587	\$ 260,170	\$ 212,753	\$ 165,336	\$ 117,919	\$ 70,502	\$ 26,054	\$ 6,094	\$ 0

<sup>1</sup> 3 mills shall be taken from State Education Tax

## **Attachment A**

### **Summary of Known Environmental Conditions**

**Summary of Known Environmental Conditions**  
**201 N. Water Street**  
**City of Owosso, Michigan**

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The above referenced property (the Property) was occupied by a flour mill from 1855 to 1896. A mill race was depicted as traversing the Property near the mill located on the western portion of the Property. By 1890 the mill race appeared to be filled in. In 1915 the existing armory was constructed on the Property. From 1915 to 2008 the armory served as a community center and housed the 144<sup>th</sup> National Guard unit. From 2008 to present the building has been vacant.

The Phase I Environmental Site Assessment revealed the following environmental concerns in connection with the Property:

- **The potential for environmental impact associated with the material used to fill in the former mill race on the Property.** Based on Triterra's experience, urban fill materials may contain metals and polynuclear aromatic hydrocarbons (PAHs) at concentrations above Part 201 generic residential cleanup criteria. Therefore, the presence of unknown fill materials on the western portion of the Property represents a REC in connection with the Property.
- **The potential for environmental impact associated with the former operations of the Armory.** According to the EDR Report, the Property was historically listed as a conditionally exempt small quantity generator. No information was available indicating what types of chemicals were stored on the Property. In addition, a rifle range was historically located in the southern portion of the basement. Concentration of lead, from the use of ammunition, may have impacted the subsurface on the Property.
- **The potential for migration of contaminated groundwater from nearby sites that were historically used for commercial or industrial operations.** Sites of environmental concern located in close proximity to the Property include the historical and current use of USTs and former bus garage to the north and former auto repair and sales station and manufacturing operations (Glue Clamp Factory), which historically adjoined the Property to the south.

On September 30, 2013, six soil borings were advanced on the Property. The borings were advanced to assess the environmental concerns listed above. A total of five soil samples and one groundwater sample have been collected from the Property and submitted for laboratory analysis of one or more of the following: volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs) and the 10 Michigan Metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc). The following tables summarize the constituents that exceeded the Part 201 Generic Residential Cleanup Criteria (GRCC) identified during Triterra's subsurface investigations.

**Soil Analytical Results that Exceed GRCC**

CONSTITUENT/ CAS NUMBER	SAMPLE LOCATION	MAXIMUM CONCENTRATION (µg/kg)	RESIDENTIAL CRITERIA EXCEEDED
Benzo(a)anthracene 56553	B1(2'-3')	73,000	DCC
Benzo(a)pyrene 50328	B1(2'-3'), B4 (2'-3')	76,000	DCC
Dibenzo(a,h)anthracene 53703	B1(2'-3')	12,000	DCC
Fluoranthene 206440	B1(2'-3'), B4(2'-3')	150,000	GSI
Fluorene 86737	B1(2'-3')	7,300	GSI
Indeno(1,2,3-cd)pyrene 193395	B1(2'-3')	49,000	DCC
Phenanthrene 85018	B1(2'-3'), B4(2'-3')	100,000	DW and GSI
Arsenic 7440382	B1(2'-3'), B2(1'-3'), B4(2'-3')	17,000	DW, GSI and DCC
Barium 74400393	B1(2'-3')	980,000	GSI
Chromium 18540299	HA5(4''-1')	45,000	DW and GSI
Copper 7440508	B1(2'-3')	380,000	GSI
Lead 7439921	B2(1'-3'), HA5(4''-1')	16,000,000	DCC
Mercury 7439976	B1(2'-3'), B2(1'-3'), B4(2'-3')	510	GSI
Selenium 7782492	B1(2'-3'), B2(1'-3'), B4(2'-3')	1,200	GSI
Silver 7440224	B1(2'-3'), B2(1'-3'), B4(2'-3'), HA5(4''-1')	2,600	GSI
Zinc 7440666	B1(2'-3'), B2(1'-3'), B4(2'-3')	1,100,000	GSI

Note: DW = Drinking Water Protection Criteria; GSI = Groundwater-Surface Water Interface Protection Criteria; DCC=Direct Contact Criteria; Concentrations reported in ppb (parts per billion or µg/kg).

**Groundwater Analytical Results that Exceed GRCC**

CONSTITUENT/ CAS NUMBER	SAMPLE LOCATION	MAXIMUM CONCENTRATION (µg/L)	RESIDENTIAL CRITERIA EXCEEDED
Lead 7439921	B3(15'-20')	53	DW and GSI
Silver 7440224	B3(15'-20')	0.97	GSI

Note: DW = Drinking Water Criteria; GSI = Groundwater-Surface Water; Concentrations reported in ppb (parts per billion or µg/L).

As a result, the Property is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended).



## **Attachment B**

### **Draft Reimbursement Agreement**

## **DRAFT REIMBURSEMENT AGREEMENT**

This Brownfield Reimbursement Agreement is made as of \_\_\_\_\_, 2014, among the Owosso Brownfield Redevelopment Authority (the “Authority”), a public body corporate with offices at 301 West Main Street, Owosso, Michigan 48867; and Chamber Support Corporation, the principal address of which is 215 North Water Street, Owosso, Michigan 48867 (the “Developer”).

### **RECITALS**

A. The Authority was created by the City pursuant to the Brownfield Redevelopment financing Act 1996 P.A. 381, as amended (the “Act”), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on November 7, 2013 following a public hearing on November 7, 2013, a copy of which is attached as Exhibit A (the “Brownfield Plan”).

B. The Developer plans to acquire the former Armory (201 North Water Street) and the Chamber building (215 North Water Street) in the City of Owosso which is described on the attached Exhibit B (the “Property”) and which, due to the presence of the Property of certain hazardous substances as described in the Brownfield Plan is a “facility” and “eligible property” and is therefore commonly referred to as a “brownfield”.

C. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop the property (the “Improvements”) into office space. This will increase the tax base for taxing jurisdictions, create new office space, recreational activities, uplift property values and enhance nearby neighborhoods.

D. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities as more fully described in the Brownfield Plan (“Eligible Costs”).

E. In accordance with Act 381 and the Brownfield Plan, the parties desire to use the property tax revenues that are generated from an increase in the tax value of the Property resulting from its development (“Tax Increment Revenues”) to reimburse the parties for Eligible Costs and administrative costs they incur in redeveloping the Property.

F. The Brownfield Plan for the Property describes the activities and their attendant costs in summary form based upon the information provided by the Developer; sets out an estimate of the captured taxable value, an estimate of the tax increment revenues, an estimate of the reimbursement payment schedule and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The eligible activities costs in the Brownfield Plan are estimated budgeted amounts. Prior to initiation of eligible activities, the Developer shall submit an Implementation Plan to the Authority; and

G. Accordingly, the purpose of this Agreement is to set out the obligations of the parties to this Agreement for reimbursement of the eligible costs as approved by the Authority and the City.

## **TERMS AND CONDITIONS**

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 controls. Changes or additions to the Brownfield Plan may be submitted in writing to the Authority and to the City for approval. If such changes or additions increase the total cost of the eligible activities to an amount greater than in the approved Brownfield Plan, an amended Brownfield Plan incorporating the cost of said changes or additions may be approved at the sole discretion of the Authority and the City.

2. Construction of Development. If it elects to, the Developer may proceed with due care obligations to complete the Improvements and undertake and complete the eligible activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan and all applicable laws, rules regulations, permits, orders and directives of any official or agency of competent jurisdiction. The Developer shall undertake and achieve substantial completion of the Development as described above within a reasonable time after the Brownfield Plan is approved by the Authority and the City.

- a. The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund only the Eligible Costs that have been approved by the Authority.
- b. Prior to the initiation of eligible activities, the Developer shall submit a detailed Implementation Plan that includes, at a minimum, applicable estimates of the following items related solely to eligible activities;
  - (I) Cost estimates for project costs related to eligible activities; and
  - (ii) The Implementation Plan costs shall be provided in the same format as Exhibit A to the Brownfield Plan for the Brownfield Plan costs approved by the Authority.
- c. The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.

- d. The Agreement does not obligate the City to issue any permit required by law to implement the Development.
- e. Noncompliance with this Agreement or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following:
  - (I) withhold future payments to the extent such reimbursed payments relate directly to the noncompliance with the Agreement;
  - (ii) recover reimbursement payments already disbursed to the extent such reimbursed payments relate directly to the noncompliance with the Agreement; or
  - (iii) terminate this Agreement.

3. Capture of Taxes. The City shall, during the term of this Agreement, collect all Tax Increment Revenues from the Property and transmit revenues generated from real and personal property to reimburse the parties for the costs of eligible activities based upon the following priority:

First, State of Michigan Brownfield Redevelopment Fund;

Second, planned administrative costs of \$1,500.00 per year;

Third, Developer's Eligible Expenses; and

Fourth, eligible architectural and engineering costs of public infrastructure improvements.

Such reimbursement shall not be more than the tax increment revenues captured during the duration of the Brownfield Plan from the taxable improvements located on the Property, including both real property and personal property. Nor shall the total amount of reimbursement be for more than the reasonable and necessary cost of the eligible activities approved by the Authority or otherwise permitted by the Act.

4. Submission of Costs. Before requesting any reimbursement, the Developer shall pay and submit an affidavit of payment for the reasonable and necessary costs of the eligible activities that have been approved by the Authority. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives;

- a. a written statement detailing the costs;
- b. a written explanation as to why reimbursement is appropriate under the Plan and this Agreement;
- c. copies of invoices from consultants, contractors, engineers, attorneys or others who provided such services;
- d. copies of Full Unconditional Waiver(s) from the vendor(s) documenting that the invoice was actually paid;
- e. if, not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;
- f. a statement from the engineer and project manager overseeing the work recommending payment; and
- g. any other documentation requested by the Authority, in a format and on such forms approved by the Authority, with the Developer's request for reimbursement to assist the Authority in determining whether the work was performed as approved.

All documentation related to the request for reimbursement shall be submitted within ninety (90) days after the completion of each approved eligible activity. No later than receipt of a Certificate of Occupancy and prior to reimbursement payments being initiated, the Developer shall submit to the Authority a report of the results of the eligible activities performed. Such results shall include, without limitation, any abatement reports, demolition and disposal documentation, supplemental environmental investigation reports and response activity reports. In addition, the Developer shall submit construction lien waivers from the contractors and subcontractors for the approved eligible activities prior to any payments being initiated. The Developer may submit a reimbursement request including such information whenever it is available for many years thereafter. The Developer and Authority agree that no reimbursement requests will be accepted by the Authority after December 31, 2016.

In no event shall Eligible Costs exceed the estimates developed pursuant to paragraphs 2.b(I) and (ii) unless the Brownfield Plan is amended pursuant to paragraph 1.

If all real and personal property taxes relating to the site are not paid before interest and penalties attach, the duty to pay reimbursements to the Developer or it assigns shall cease.

5. Payments. Payments to the Developer shall be made as follows:

- a. Within 60 days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. The Authority will determinate the amount to be

reimbursed, based upon the reasonable and necessary costs of the eligible activities approved by the Authority and the State or otherwise permitted by the Act in light of the actual costs presented in the Developer's submitted documentation. Such amount shall not exceed the amounts set forth in Section 5(d), subject to such amendments as may have been approved by the Authority, nor shall such costs be reduced by the Authority without good cause shown, such approvals not to be withheld unreasonably. If the Authority determines all or a portion of the requested payment is for the Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Cost and is accurate is processed as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for the Eligible Costs, it shall notify the Developer in writing of its determination and reasons for its determination. The Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to meet with the Authority's Board to discuss and resolve any remaining dispute. In doing so, the Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in paragraph 6 below.

- b. Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer the amounts for which submissions have been made pursuant to paragraph 4 of this Agreement by June 30<sup>th</sup> of the following year, as directed by the Brownfield Plan, until all of the amounts for which submissions have been made have been fully paid to the Parties, or the repayment obligation expires, whichever occurs first.
- c. The repayment obligation under this Agreement shall expire upon the payment by the Authority to the Parties of all amounts due to the Parties under this Agreement or on December 31, 2046, whichever occurs first.
- d. The amount to be reimbursed under this Agreement shall:
  1. The OBRA will use captured taxes as referred to in (3) to reimburse the Developer for Eligible Costs total amount not to exceed \$\_\_\_\_\_.
  2. The amount of Eligible Costs to be reimbursed with the capture of taxes levied for school operating purposes ("School Taxes") is estimated to be \$\_\_\_\_\_.
  3. The amount of Eligible Costs to be reimbursed with the capture of taxes not levied for school operating purposes ("Local Taxes") is estimated to be \$\_\_\_\_\_.

4. Upon payment to Developer of total reimbursement as outlined above being met, or expiration of the Plan, reimbursements to Developer shall cease.
- e. The sole source for any reimbursement shall be Tax Increment Revenues. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph b. above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraphs c. and d. above. However, the Developer shall bear any risk of a change in law prohibiting reimbursement at the time Tax Increment revenues are available for reimbursement to the Developer for costs that were Eligible Costs at the time the Authority approved them. In no event shall the Developer be reimbursed for any approved eligible costs that have been or will be reimbursed or credited against other obligations by any other governmental entity.
- f. If any of the Property is substantially destroyed by fire or natural events or causes as determined by the Building Official of the City, this Agreement shall terminate unless reconstruction occurs at any equal or greater taxable value within twelve (12) months of the date of the loss. No payments shall be made during the period of reconstruction. Payments shall resume when the reconstruction is substantially complete as determined by the Building Official.
- g. In addition to any other remedies provided in this Agreement, if any payment made by the Authority is determined to be improper or outside of the scope of its obligations under this Agreement, or in the event of the Developer's breach or default of this Agreement, the Developer shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to said breach, default or improper payment.

6. Dispute as to Eligible Costs. If there is a dispute over whether a cost submitted by the Developer is an "Eligible Cost", the dispute shall be resolved by an independent qualified professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a professional, then each party (the City, the Authority and the Developer) shall appoint an independent qualified professional to review the Authority's decision, provided that each party chooses a professional that has not been directly employed by or provided services to that party for a period of two (2) years before the date of proposed appointment. If and to the extent that two of the three qualified professionals so selected agree that costs submitted are eligible pursuant to Brownfield Plan and was previously approved by the Authority, this shall constitute an award and the Developer shall be reimbursed those costs in accordance with this Agreement. In addition, any such award may be used as the basis for the Shiawassee County Circuit Court rendering judgment that such award constitutes a final decision under statutory arbitration.

7. Assignment of Future Reimbursement Revenue. The Developer may assign its reimbursement rights under this Agreement via a written instrument, a copy of which must be provided to the Authority no later than thirty (30) days prior to such assignment. However, any

such right to reimbursement shall always remain contingent upon material compliance with all aspects of this Agreement on the part of the Developer and any of its assigns, successors, transferees and heirs. This Agreement shall run with the land constituting the Property and shall be binding upon and inure to the benefit of the Developer and the Authority as well as their respective assigns, successors, transferees and heirs.

8. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer, or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer's receipt of the invoice from the Authority. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

9. Obligation to Fund Eligible Activities. The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Development do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority and the Developer shall assume full responsibility for any such loss.

10. Access for Inspection. Employees and agents of the Authority and the City are authorized to enter upon the Property following a minimum of one (1) business day notice to the Developer for the purpose of inspecting the work related to the authorized eligible activities and making determinations that such work is being performed in accordance with the Brownfield Plan in a workmanlike manner.

11. Indemnification. The Developer shall defend, indemnify and hold the City and Authority, and their agents, representatives and employees (hereinafter "Indemnified Persons") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising from or on account of the acts or omissions of the Developer, its officers, employees, agent or any persons acting on its behalf or under its control, in implementing the eligible activities described in the approved work plans or arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of eligible activities or the terms of this Agreement, including claims on account of construction delays.

12. Insurance. During construction, the Developer and any contractor or subcontractor shall provide and maintain comprehensive general liability insurance with the limits of One Million and No/100 (\$1,000,000.00) Dollars combined single limit, for claims which may arise



from the Developer's operations under this Agreement, naming the Authority and the City as additionally names insureds. Proof of such insurance shall be provided to the Authority in care of the Authority's Administrator prior to initiating any redevelopment activities.

13. Termination. This Agreement shall terminate on the earlier to occur of:

- a. the date on which the Authority is no longer authorized to capture tax increment revenues;
- b. on the date the Brownfield Plan expires;
- c. the date when the amount due under this Agreement has been paid;
- d. upon default of this Agreement by Developer, including, without limitation, if the Development is not completed within sixty (60) months from the effective date of this Agreement; or
- e. upon such other conditions as set forth in this Agreement.

14. Payment of Taxes. Developer or any of its successor or assignees of the Development shall pay all real and personal property taxes levied on any portion of the Development on or before the date the same are payable, before any additional interest penalty for late payment is applied.

15. Miscellaneous.

- a. This is the entire agreement between the parties as to its subject. All previous negotiation, statements and preliminary instruments of the parties or their representative are merged in this Agreement. It shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. Any revision of this Agreement shall not be effective until the provision of a thirty (30) day notice by the City and the Authority to the other parties hereto so that this Agreement remains in full compliance with any applicable Federal, State or local law or regulation.
- b. This Agreement and the rights and obligations under this Agreement except as previously noted, are unassignable and non-transferrable without the consent of the parties. It shall, however, be binding upon any successors or permitted assigns of the parties.
- c. This Agreement shall become effective when approved by the Michigan Strategic Fund, the Michigan Economic Development Fund and, if necessary, the Michigan

Department of Environmental Quality, and executed by the Authority and the Developer.

- d. All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event an ambiguity of any language in this Agreement arising, such ambiguity shall not be construed against any party.
- e. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.
- f. Notice shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first above written. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to the Authority:           Owosso Brownfield Redevelopment Authority  
   301 West Main Street  
   Owosso, Michigan 48867  
   Attention: City Clerk

If to the Developer:         Chamber Support Corporation  
   215 North Water Street  
   Owosso, Michigan 48867  
   Attention: Jeff Deason, President

- g. This Agreement shall be governed by the laws of the State of Michigan. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Shiawassee County, Michigan.

By signing below, all parties represent and warrant their authority to enter into this Agreement on behalf of the respective organizations. The parties have signed this Agreement as of the date first written above.

OWOSSO BROWNFIELD REDEVELOPMENT  
AUTHORITY

BY: \_\_\_\_\_  
David Vaughn  
ITS: Chairperson

BY: \_\_\_\_\_  
General Grant  
ITS: Secretary

CHAMBER SUPPORT  
CORPORATION

BY: \_\_\_\_\_  
Thomas Kurtz  
ITS: President

BY: \_\_\_\_\_  
Jeff Deason  
ITS: Secretary

## **Attachment C**

### **Captured Taxes Transfer Agreement – DDA and OBRA**

## **CAPTURED TAXES TRANSFER AGREEMENT - DDA AND OBRA**

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the Owosso Downtown Development Authority, a Michigan municipal corporation, with business offices at 301 West Main Street, Owosso, Michigan 48867 (“DDA”) and the City of Owosso Brownfield Redevelopment Authority, a Michigan municipal corporation, of 301 West Main Street, Owosso, Michigan 48867 (“Authority”).

WHEREAS Authority has completed a City Council adopted Brownfield Redevelopment Plan (“OBRA Plan”), as amended, in compliance with PA 381 of 1996, as amended, for the parcels at 201 and 215 North Water Street, (“Site”) in downtown Owosso, with said parcel lying within the boundary of the DDA; and

WHEREAS said Brownfield Redevelopment Plan details eligible project costs for the City and the Chamber Support Corporation, of 215 North Water Street, Owosso, Michigan 48867 (“Developer”), with said costs eligible for reimbursement from tax increment financing; and

WHEREAS the DDA has an existing tax increment financing plan on the site through the year 2045 that captures local taxes, except for the Regional Education Service District tax revenues, and desires to transfer captured tax revenues from the captured assessed valuation on the Site to the Authority for the purpose of reimbursement to the City and Developer.

### **NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. The DDA hereby agrees that captured tax revenues from the captured assessed valuation on the Site may be transferred to the Authority.
2. In each year of the OBRA Plan, Authority shall submit to the DDA its annual report on the site showing the amount of tax increments owing to the City or Authority and Developer. DDA shall authorize the City Treasurer to transfer DDA’s tax increments on the site to the Authority.
3. This Agreement shall terminate in 2045 at the end of the DDA’s Development and Financing Plan. It is understood between the parties that if the DDA plan is amended to extend for any number of years up to and including 2045, DDA shall transfer its tax increments on the site to the Authority. If the Developer’s reimbursements are completed before 2045 or any DDA tax increment plan extension thereafter prior to 2045, the DDA is no longer obligated to transfer tax increments to the Authority and the Agreement shall be declared null and void.
4. The parties designate the Authority as the agent to receive and disburse all tax increment revenues generated by the eligible properties until such time as all obligations of the approved Plan have been satisfied.

5. The Agreement shall commence upon its approval by the legislative bodies of the DDA and Authority and duly executed by their authorized representatives and filed with the Shiawassee County Clerk and Secretary of State of the State of Michigan.

6. To the extent that any provisions contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

7. The parties agree that the transfer of tax increment revenue from the eligible property to reimburse eligible activities and Authority administration fees shall begin once tax increment revenues are collected from the eligible property, which will occur after the official approval of the Plan by the Shiawassee County Board of Commissions. This contract extends until all obligations under this contract are met.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

WITNESSES:

OWOSSO BROWNFIELD REDEVELOPMENT  
AUTHORITY

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

ITS: \_\_\_\_\_

OWOSSO DOWNTOWN DEVELOPMENT  
AUTHORITY

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

ITS: \_\_\_\_\_



## COMMUNICATION

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

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**DATE:** November 26, 2014

**TO:** Mayor Frederick and the Owosso City Council

**FROM:** Amy K. Kirkland, City Clerk

**SUBJECT:** Council on Aging Appointment

With the recent resignation of long-time Shiawassee Council on Aging Board of Directors member Jo Teich the City was asked to find someone interested in taking her seat. Local attorney Barbara Baker-Omerod has stepped forward indicating she is willing to take on the responsibility. Typically such appointments warrant no memo or communication from staff, but as this appointment is slightly different than most I felt compelled to provide the details, not only for the sake of Council, but also as a means of memorializing the circumstances surrounding this particular appointment.

A large majority of the Boards and Commissions for which Council approves/confirms appointments have a residency requirement, research of the bylaws and enabling laws for the Council on Aging organization reveals the Board of Directors for this organization has no such requirement for the members appointed to represent individual cities. Furthermore, the fact that Ms. Baker-Omerod's residence is in neighboring Genesee County provides no conflict in that the Shiawassee Council on Aging is regionally based, not county based and the overarching Valley Area Agency on Aging – from which the Shiawassee Council on Aging derives much of its authority – provides leadership to Councils on Aging in Lapeer, Genesee, and Shiawassee Counties, ensuring there will be no overlap in services to communities along the border areas between counties.

In summary, while her residence is not located in the City of Owosso or in Shiawassee County, it represents no conflict of interest per the terms of the Board and the City should welcome her expertise as its representative on the Board.

REGULAR MEETING MINUTES  
OWOSSO DDA/MAIN STREET  
Council Chambers, City Hall  
November 5, 2014 – 7:30 am.

There being only two members present, a quorum of the Board was not reached and no meeting was held.



OWOSSO HISTORICAL COMMISSION

**DRAFT**

Regular Meeting Notice  
Monday, November 10, 2014, 7:00 P.M. Gould House

**Minutes**

**Call to order: Elaine Green way called meeting to order.**

Present: Elaine Greenway, Chair; Jennifer Mahoney, Vice Chair; Robert Brockway, Dennis Mahoney, Sue Ludington, Sue Osika, Lorraine Weckwert, Director Robert Doran.

Absent: Erin Powell

**Approval of Agenda: Elaine Greenway made a motion to accept the Agenda. Motion passed unanimously.**

**Treasurer's Report: Sue Luddington made a motion to accept the Treasure's Report. Motion passed unanimously.**

**Citizen Comments -**

**Communications** – Elaine Greenway confirmed that the Corrections Board is sending two men from their Work Release Program to clean the lawn at Gould House on Monday, November 17.

**Director's Report** – Defer Director's Report to Old and New Minutes.

**Approval Minutes of Regular Meeting, October 13, 2014**

**Minutes of Special Meeting for the Propose of Marketing & Advertising ONLY, October 30, 2014**

**Minutes of Special Meeting for the Purpose of Marketing & Advertising ONLY, November 5, 2014**

**Sue Osika made a motion to accept all the minutes. Motion passed unanimously EXCEPT for corrected Mission Statement in the November 5 Special Meeting Minutes.**

**Old Business:**

- Discuss schedule for all OHC Committee members to spend at least one hour per week with Director Robert Doran.  
**A sign-up email will be sent to all OHC Commission members to implement; likelihood of implementation after the Holidays.**
- Discuss Acquisitions and 2015 Home Tour as they relate to the possibility of reestablishing committees pending sharing of information and collaboration. Development of OHC "Workbook."
- New budgets pending end of City Hall audit (Nov 15).
- Discuss 2015 Exhibitions and exhibition panels; pending new budget process.
- Discuss progress on The Ivan Conger Archive Room.
- Purchase of printer/scanner for Gould House deferred pending development of new budgets.
- Suggested admission hike for Castle and rentals for Castle and Gould House submitted to City Clerk for Council approval December 15, 2014.
- Surveillance wires at Castle will be implemented. Alarm for Gould House deferred pending development of new budgets.
- Consultant visited Curwood Castle to discuss museum grade signs. Will continue to seek out information and engage Good Design Group.
- Working with city to fund cleaning and restoration of paintings, pending new budges.
- Working with Denice to expand her role. Full implementation pending computer from City Clerk (post elections) and development of new budgets.
- Purchase of larger TV at Curwood pending development of new budgets.

- Discuss inspection of Gould House by City Inspectors.  
**Motion made by Dennis Mahoney to contact Owosso Fire Department in order to obtain fire and CO2 detectors; if unavailable from Fire Department, purchase new ones. Motion passed unanimously.**
- Discuss rents and tenants at Gould House.  
**Motion was made by Sue Ludington to submit new leases to have current Gould House tenants pay and have utilities put in their names EXCEPT for water, lawn and driveway maintenance and garbage, new leases to be sent out by Jan 1, implementation by March 1. Motion passed unanimously. Rents will be reduced to \$500 and \$550 respectively. NOTE: Real Estate Kelly Bila inspected the apartments on Saturday, November 22, and based on her knowledge of the Owosso Rental Market suggested that rents be reduced to \$475 and \$500, respectively. Commission will be advised and vote on December 8 meeting.**
- Two bushes on north lawn of Gould cut down; city to use pine tree on north lawn as City Holiday tree at Market Square.

#### **New Business:**

- **Date for OHC Holiday Open House at Gould House for OHC, City Hall, Council Chamber, etc. Open house confirmed for December 11.**
1. Jennifer – dessert table and punch
  2. Elaine – cheese, fruit and crackers
  3. Nickolas – define and implement Social Media initiative
  4. Robert D – Create and extend invitation to: Main Street, Owosso Community Players, City Hall, Police & Fire Department, Arts Center, Historical Society, Shiawassee River, Chamber of Commerce, Shiawassee Visitors, etc.
  5. The Mayor has agreed to give Ivan Conger his award at 6:30, PM. I will alert the newspapers, etc.
  6. Sue Luddington – engage some of the OCP to perform in costume.
  7. Sue Osika – Add Holiday Open House to Chamber schedule.
- Good Stuff Consulting Group – November 13, 9:30 AM, at Gould House.
  - Director trip to Ford Museum – November 14.
  - Discuss Special Marketing & Advertising meetings of October 30 and November 5, budgets for web site pending new budgets.  
**A Special Meeting for the Purpose of Marketing & Advertising ONLY was scheduled for Wednesday, December 3, 2014.**
  - Plaques for Millennium Bridge.  
**Committee agreed by unanimous consent to move to next step with the Millennium Bridge Plaque based on flyer handed out by Director Robert Doran, submitted by Mayor Ben Frederick.**
  - Lyon-Seigmiller House.  
**Committee agreed by unanimous consent that this was not an appropriate or feasible project for the Historical Commission to undertake at this time, based mostly on availability of financial resources.**
  - New By Laws – vote in January.  
**Director Robert Doran will distribute an amended and edited copy of the OIHC By Laws, which will be discussed at the January OHC Meeting.**

#### **Citizen Comments**

**Adjourn: Dennis Mahoney moved to adjourn. Motion passed unanimously.**