

**CITY OF OWOSSO**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**MONDAY, AUGUST 18, 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 AUGUST 4, 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**

1. Industrial Facilities Tax Exemption Certificate – Tri-Mer Corporation. Conduct a public hearing to receive citizen comment regarding the application from Tri-Mer Corporation for an Industrial Facilities Exemption Certificate for real and personal property proposed for the facility at 1400 Monroe Street.
2. Ordinance Amendment – B & E of Motor Vehicle. Conduct a public hearing to receive citizen comment on the proposed addition of Sec. 19-67, Breaking and Entering of a Motor Vehicle, to the Code of Ordinances of the City of Owosso to prohibit breaking and entering of a motor vehicle.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

**CONSENT AGENDA**

1. Conduct First Reading and Set Public Hearing - Rezoning Request. Conduct first reading and set a public hearing for September 15, 2014 to receive citizen comment regarding request to rezone the parcel commonly known as 1011 Corunna Avenue, from B-1, Local Business District, to B-4, General Business District.

2. State Trunkline Maintenance Contract. Approve Contract No. 2014-0389 with the Michigan Department of Transportation governing the maintenance of state highways within the City limits, with an effective term of October 1, 2014 to September 30, 2019.
3. Change Order No. 2 – Gould Street Bridge Engineering Services Contract. Authorize Change Order No. 2 to the contract with Fishbeck, Thompson, Carr & Huber, Inc. for engineering services for the repair of the Gould Street Bridge, increasing the contract in the amount of \$30,800.00 for additional repairs beyond the original contractual scope of services.
4. Bid Award – Digital Two-way Radios & Licensing. Waive competitive bidding requirements and authorize the joint purchase and installation of a digital two-way radio system for the DPW through State of Michigan Contract No. 071B2200101 with Blumerich Communication Service, Inc. in the amount of \$29,977.68, and further authorize payment up to the contract amount upon satisfactory receipt and installation of said equipment.
5. Bid Award – 2014 John Deere 310SK Backhoes. Waive competitive bidding requirements and authorize the joint purchase of two 2014 John Deere 310SK Backhoes for the DPW through State of Michigan Contract No. 071B1300116 with AIS Construction Equipment Corporation in the amount of \$187,572.00, and further authorize payment up to the contract amount upon satisfactory receipt of said equipment.
6. Bid Award – 2014 Street Patches Program. Approve the low bid of Bibi, Inc. aka Black Jack Asphalt, authorize a contract for the 2014 Street Patches Program in the amount of \$46,776.00 to permanently repair utility cuts in otherwise good pavement, and further authorize payment up to the contract amount upon satisfactory completion of the work.
7. Bid Award – Third Party Administrator. Approve contract with Revitalization, LLC for administrative services related to the operation of the City's Downtown Rental Rehabilitation Program.
8. Warrant No. 486. Authorize Warrant No. 486 as follows:

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional services – July 15, 2014 – August 11, 2014	General	\$10,166.00
Logicalis, Inc	Network engineering support- July 2104	General	\$ 8,092.00
B S & A Software	Annual service/support fees- Aug 1, 2014 – August 1, 2015	General/ Water/ Sewer	\$11,488.00

9. Check Register–July 2014. Affirm check disbursements totaling \$858,726.33 for the month of July 2014.

## **ITEMS OF BUSINESS**

1. Local Safety Program Fund Application —West North Street. Approve grant application to the Michigan Department of Transportation Local Safety Program for roadway safety improvement funds to assist in street improvements along North Street over Corlett Creek, authorize participation in the Local Safety Program, and further authorize commitment of City funds equal to a 20% match plus the cost of project design and engineering for the project.
2. MML Delegate. Designate a City Representative and Alternate to cast vote of municipality at the Michigan Municipal League annual business meeting on October 16, 2014.
3. Nuisance Cat Discussion. Discuss a potential community based spay/neuter program addressing neighborhood cat colonies including nuisance cats, feral cats, etc.

## **COMMUNICATIONS**

1. J. Forster, Historical Commission. Letter of Resignation.
2. Charles P. Rau, Building Official. July 2014 Building Department Report.
3. Charles P. Rau, Building Official. July 2014 Code Violations Report.
4. Kevin D. Lenkart, Public Safety Director. July 2014 Police Report.
5. Kevin D. Lenkart, Public Safety Director. July 2013 Fire Report.
6. Downtown Development Authority/Main Street. Minutes of July 2, 2014.
7. Downtown Development Authority/Main Street. Minutes of August 6, 2014.
8. Planning Commission. Minutes of August 11, 2014.

## **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Tuesday, September 02, 2014

### **BOARDS AND COMMISSIONS OPENINGS**

Historical Commission, term expires December 31, 2014

### **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).



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# ***MEMORANDUM***

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DATE: July 29, 2014

TO: Mayor Benjamin Frederick, City Council, and Manager Don Crawford

FROM: Larry Cook, Assessor

RE: Tax Abatement Application – TRI-MER Corporation, 1400 Monroe / McMillan St.

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On July 24, 2014, the city clerk received an application for a Tax Abatement along with an application for a Real and Personal Property IFT from TRI-MER Corporation. Initial Review indicates the applicant meets the requirements for a tax abatement.

TRI-MER Corporation, specializing in environmental protection equipment internationally, has been a part of the City of Owosso for over 40 years. The continued growth of this company makes it necessary for them to build a 9600 square foot building on a vacant parcel of land they own south of their current facility on McMillan Street. The IFT application indicates the cost of this facility to be \$1,200,000 with an additional investment of \$150,000 in personal property. This expansion will retain current employees with an additional 10 full time employees proposed at a pay scale of \$13.00 to \$15.00 per hour.

An Industrial Facilities Tax Exemption Certificate, Act 198 of 1974, is a tax abatement which reduces the tax burden by 50%. The applicant is applying for the IFT exemption on real property only. The IFT exemption may be granted for up to 12 years.

An Industrial Development District for that area was established 3-19-79. The next step in the process is to set a public hearing for Monday, August 18, 2014 for the purpose of hearing public comments on this Real and Personal Property IFT application. The city clerk has notified the taxing jurisdictions of this application as required under the city's abatement policy and as required under the act and will forward any responses to you

As always, if you have any further questions, please feel free to contact me at (989) 725-0530.

**RESOLUTION APPROVING AN IFE APPLICATION  
Tri-Mer, Corporation  
1400 Monroe St. / McMillan Av.**

Minutes of a regular meeting of the City Council of the City of Owosso, held on August 18, 2014, at City Hall, 301 W. Main Street, Owosso, MI, 48867, at 7:30 p.m.

PRESENT:

ABSENT:

The following resolution was offered by:  
and supported by:

**Resolution Approving Application of Tri-Mer Corporation, for Industrial Facilities Exemption Certificates for Real Property and Personal Property**

**WHEREAS**, pursuant to PA 198 of 1974, as amended, after a duly noticed public hearing held on March 19, 1979, this City Council, by resolution established an Industrial Development District; and

**WHEREAS**, Tri-Mer Corporation, has filed an application for Industrial Facilities Exemption Certificates with respect to real and personal property within the Industrial Development District; and

**WHEREAS**, before acting on said application, the City of Owosso held a hearing on August 18, 2014, in City Hall, at 301 W. Main Street, Owosso, MI, 48867, at 7:30 p.m. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

**WHEREAS**, construction of and/or acquisition of the real property had not begun earlier than six (6) months before July 25, 2014, the date application received for the Industrial Facilities Exemption Certificates; and

**WHEREAS**, construction of the real property is calculated to and will, at the time of issuance of the certificates, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Owosso; and

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

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

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

**2. The application from Tri-Mer Corporation, for the Industrial Facilities Exemption Certificate, with respect to Real Property and Personal Property on the following described parcel of real property situated within the Industrial Development District, to wit:**

**Real Parcel**

**BLKS 8 & 9 GEO T ABREYS WOODLAWN PARK ADD ALSO VACATED ABREY AVE & ALLEYS ADJ & WITHIN SD BLKS; EXCEPT, PART OF BLKS 8 & 9, GEO T ABREYS WOODLAWN PARK ADD DESC AS BEG AT A POINT N00°42'06"E ALONG THE W LN OF BLK 8 AND E LN OF MCMILLAN 528.55' FROM SW COR OF SAID BLK 8 TO POB, TH CONT N00°42'06"E ALONG SAID W LN OF BLK 8 AND E LN OF MCMILLAN AV 206.85', TH S89°58'12"E 443.36', S01°05'45"W 206.87', N89°58'12"W 441.94' TO W LN BLK 8 AND POB.; and**

**District**

**BLOCKS 8 & 9 ALSO BEG SW COR LOT 1, BLK 11 TH N 03°39', E 366.24', TH S 62°27', E 556.27' TH S 01°05', W 118.70' TH W TO POB INCLUDING VACATED ABREY AVE. & ALLEYS ADJACENT AND WITHIN SAID BLOCKS. GEO. T. ABREY'S WOODLAWN PARK ADDN.; and**

**is hereby approved.**

**3. The Industrial Facilities Exemption Certificates, when issued, shall be and remain in force for a period of 12 years.**

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of City of Owosso, County of Shiawassee, Michigan, at a regular meeting held on August 18, 2014.

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Clerk's Signature

## Abatement Schedule

This schedule applies to Industrial or Commercial Property as defined in 211.34c of the General Property Tax Act

<b>1. Capital investment</b> \$Up to \$100,000 \$100,001 to \$250,000 <i>Real - 1,200,000</i> \$250,001 to \$500,000 <i>Personal - 150,000</i> \$500,001 to \$1,000,000 <u>\$1,000,001 to \$2,500,000</u> <i>1,350,000</i> \$2,500,001 to \$5,000,000 \$5,000,001 and up	<b>Years of tax abatement</b> 1 2 3 4 <u>5</u> 6 7	<b>Rehabilitated/restored</b>  additional two years in any capital investment
<b>2. Job creation as Full Time Equivalent (40hrs.per week)</b> <u>1-10</u> <i>10</i> 11-25 26-50 51 and up	<b>Years of tax abatement</b>  <u>2</u> 3 4 5	
<b>3. Job wages</b> <i>\$13.00 - \$15.00</i> Average wage > 1.5x minimum wage <u>Average wage &gt; 2x minimum wage</u> Average wage > 3x minimum wage	<b>Years of tax abatement</b> 2 <u>4</u> 6	
<b>4. Number of years located in city of Owosso</b> 2-10 11-15 <i>Established</i> <u>16 and up</u> <i>1960</i>	<b>Years of tax abatement</b> 1 2 <u>3</u>	
<b>5. Employees with city of Owosso residency</b> 1-10 <u>11-25</u> <i>18</i> 26+	<b>Years of tax abatement</b> 1 <u>2</u> 3	

16

Max Amount for IFT 12 years

Note: Total number of tax abatement years shall not exceed statutory limits.

**INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE ("IFEC")  
LETTER OF AGREEMENT**

This agreement between **Tri-Mer Corporation** and **City of Owosso** is for the purpose of fulfilling the requirements of P.A. 198, as amended, in P.A. 224, Section 22. In consideration of approval of this exemption certificate, **Tri-Mer Corporation** understands that through its investment of \$1,350,000 and the **City of Owosso**, by its investment of the IFEC, are mutually investing in and benefiting from this economic development project, and, furthermore, agree to the following:

1. The company shall supply to the City of Owosso-within 60 days of its first year of IFEC eligibility-information regarding the processes taking place on the premises and of any metals, gas or liquids used in that processes or stored on the premises. In addition any changes in those processes, use of materials or storage shall be reported to the City as they occur for the entire term of the certificate.
2. The Company understands that at the end of the term of this agreement, the real and personal property within the application will return to the tax rolls under the full millage assessment applied by the taxing jurisdictions. This provision is to make clear that the inducement to provide tax forgiveness on the real and personal property is a limited privilege in return for new jobs and new investment in the Owosso area, and that the plan of this agreement is to return this tax abated property into full participation in the support of community services, infrastructure, and public education.
3. The Company agrees to submit to the City Assessor reports, personal property tax statements, and employment information in accordance with the provisions of the Addendum attached to this Agreement.

We swear and affirm by our signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

This agreement is assignable and transferable by either party with advance written consent. The agreement may only be altered upon mutual consent of both parties.

\_\_\_\_\_  
Tri-Mer Corporation ("Company")

\_\_\_\_\_  
Date

\_\_\_\_\_  
Benjamin R. Frederick, Mayor  
City of Owosso

\_\_\_\_\_  
Date



## IFT AGREEMENT ADDENDUM

### RESPONSIBILITIES OF THE COMPANY AFTER ISSUANCE OF AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE (IFEC)

1. *Report significant changes in the project to the local governing unit and the State Tax Commission as follows:*
  - a. Abandonment of Project: When a project for which an IFEC has been issued is abandoned, the company shall notify the local governing unit within 30 days of such abandonment. The local governing unit shall notify the State Tax Commission, in writing, within 10 days of receipt of the notification of such abandonment.
  - b. Delay of Project: When there is no construction progress for 180 days, the company shall notify the local governing unit within 210 days from the cessation of construction activity. The local governing unit shall notify the State Tax Commission, in writing, within 10 days of receipt of the notification of such delay.
  - c. Extension of Time: A request for an extension of time for completion of a project shall be filed with the local governing unit. The local governing unit must approve the extension by resolution. The company must then forward the extension request to the State Tax Commission with a copy of the local resolution of approval enclosed.
  - d. Change in Project Cost: If the final cost of a project exceeds the amount estimated in the application by more than 10%, the company shall request that the local governing unit approve the revised cost. The local governing unit must approve the revised cost by resolution. The company must then forward the request to exceed estimated cost to the State Tax Commission with a copy of the local resolution of approval enclosed.
2. *Report date of completion of the project to the local governing unit and the State Tax Commission within 30 days of completion.*
3. *Report final cost of project to local governing unit and the State Tax Commission within 90 days of completion.*
4. *Yearly property tax statements for the Industrial Facilities Tax must be submitted separately to the local assessor. The Industrial Facilities Tax must be paid on time and cannot become delinquent.*
5. *Certification for leased projects will be issued for the term of the real estate lease. Upon renewal of the lease, the company must notify the State Tax Commission in order for the State Tax Commission to extend the term of the certificate to the maximum number of years approved by the local governing unit.*
6. *If the company is sold, the new owner may qualify for a transfer of any existing IFEC. The new owner may notify the City of Owosso, or the State Tax Commission, to ascertain qualification for such a transfer. To obtain approval for the transfer, the new owner must submit a new IFEC application to the local governing unit as soon as possible.*

7. Reports to the local governing unit must be made by the company according to the following schedule:

- a. Immediately following the second year after the issuance date of the IFEC, and no later than the following January 10<sup>th</sup> of that second year, a report shall be submitted stating the following:
  - 1) Number of new jobs stated as expected in the IFEC application.
  - 2) If IFEC was granted on basis of job retention, number of employees stated in the application, and current number of employees.
  - 3) If job creation or retention is not reached or maintained as given in the application, give explanation.
  - 4) Give project cost as estimated in the application and the actual cost.
  - 5) If actual project cost differs more than 10% from estimated cost, give explanation.
- b. Immediately following the sixth year after the issuance date of the IFEC, and no later than the following January 10<sup>th</sup>, a report shall be submitted stating the number of jobs expected as stated in the application and current number of employees. If employment has not been maintained at the expected level as stated in the IFEC application, give explanation.
- c. Immediately following the completion of the term of the IFEC, the Company shall submit a final status report no later than the January 10<sup>th</sup> following that date. The report shall contain the expected number of employees stated in the original application; an explanation if the expected level of employment was not reached or maintained; and a brief statement of the current status of the Company, describing growth, if any, of the Company since issuance of the IFEC. If growth has not been experienced, provide explanation.

The City of Owosso will be happy to assist you with the foregoing requirements. The addresses of our department and the State Tax Commission are listed below.

Mr. Larry Cook, City Assessor  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867

\_\_\_\_\_, Manager  
Exemption Program/Dept. of Treasury  
State Tax Commission  
4<sup>th</sup> Floor, Treasury Building  
Lansing, Michigan

## Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date received by Local Unit

STC Use Only	
Application Number	Date Received by STC

### APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <u>Trimmer Corp</u>		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <u>3490</u>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <u>McMillan St Owosso</u>		1d. City/Township/Village (indicate which) <u>City of Owosso</u>	1e. County <u>Shawasssee</u>
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a. School District where facility is located <u>Owosso</u>	
<input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Rehabilitation (Sec. 3(1))		3b. School Code	
4. Amount of years requested for exemption (1-12 Years) <u>12</u>			

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

See attached

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	<u>1,200,000.00</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	<u>150,000.00</u> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	<u>1,350,000.00</u> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	<u>9/01/14</u>	<u>6/01/15</u>	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	<u>9/01/14</u>	<u>6/01/15</u>	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project.	10. No. of new jobs at this facility expected to create within 2 years of completion. <u>10</u>
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District	12b. Date district was established by local government unit (contact local unit)	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <i>Lisa Cantu</i>	13b. Telephone Number <i>989-725-5809</i>	13c. Fax Number <i>989-725-5970</i>	13d. E-mail Address <i>lisa@rw.mfg.com</i>
14a. Name of Contact Person <i>Bret Ruess</i>	14b. Telephone Number <i>989-723-7838</i>	14c. Fax Number <i>989-723-7844</i>	14d. E-mail Address <i>bruess@trv-mn.com</i>
▶ 15a. Name of Company Officer (No Authorized Agents) <i>Bret Ruess</i>			
15b. Signature of Company Officer (No Authorized Agents) <i>[Signature]</i>		15c. Fax Number <i>989-723-7844</i>	15d. Date <i>7/24/14</i>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <i>PO Box 730 Owosso MI 48867</i>		15f. Telephone Number <i>989-723-7838</i>	15g. E-mail Address

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.			
16c. LUCI Code		16d. School Code	
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission**  
**Michigan Department of Treasury**  
**P.O. Box 30471**  
**Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

## **Bret Ruess**

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We are proposing building a new industrial building in the City of Owosso to better accommodate our growing business.

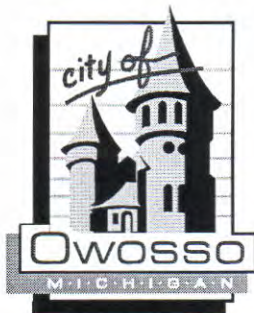
We are proposing erecting a 9600 sqft industrial building complete with overhead cranes that will allow our operations to work in a safer and more productive manner.



Corporate Office  
1400 E. Monroe Street  
PO Box 730  
Owosso Michigan 48867  
ph (989) 723-7636 ext. 311  
fax (989) 723-7844  
[www.tri-mer.com](http://www.tri-mer.com)

**Bret Ruess**  
*Vice President*  
mobile (989) 866-8188  
[bruess@tri-mer.com](mailto:bruess@tri-mer.com)





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

## APPLICATION FOR TAX ABATEMENT

Applicant (Official Company Name) Tri-Mer Corp.

Business Name (If Different) \_\_\_\_\_

Address of Proposed Project McMillan St.

Owosso MI 48867

Mailing Address (If Different) PO Box 730

Owosso MI 48867

Do you own the property? yes If no, what is your relationship? \_\_\_\_\_

Type of Abatement Requested (if known) PA198

Total square footage of all current buildings on site 0

Description of proposed project including type of current business activity and product to be manufactured (if applicable), size of proposed structure and proposed activity and/or product.

See attached

Give estimated cost of the following components applicable for the proposed project:

Land improvements (excluding land): \_\_\_\_\_

Building improvements: Size 9600 sf \$ 1,200,000.00

Machinery & Equipment: 150,000

Furniture & Fixtures: 10,000

Time schedule for start and completion of construction and equipment installation (if applicable):

Building: \_\_\_\_\_ Equipment installation (if applicable): \_\_\_\_\_

Start Date 9/1/14 Start Date 9/1/14

Completion Date 6/1/15 Completion Date 6/1/15

## Abatement Application

Page 2

Will project be owned or leased by applicant? Owned  
Will machinery be owned or leased by applicant? Owned

How many employees do you currently employ? Full Time 65 Part Time \_\_\_\_\_

How many new employees do you estimate after project complete? Full Time 10  
Part Time \_\_\_\_\_

When project is complete, how many will be:

Management/Professional \_\_\_\_\_ Wage level \$ \_\_\_\_\_  
Skilled 10 Wage level \$ 13.00 - 15.00  
Semi-Skilled \_\_\_\_\_ Wage level \$ \_\_\_\_\_  
Un-Skilled \_\_\_\_\_ Wage level \$ \_\_\_\_\_

Name of Company Officer (contact person) Bret Ruess  
Title Vice President  
Signature [Signature] Date 7/29/14  
Phone Number 989-723-7838

### For City Staff Use Only

Was the applicant given a copy of Tax Abatement Policy? Y N

Is an abatement district in place for this project? Y N

If no, legal description of proposed district. \_\_\_\_\_

If yes, type of district in place \_\_\_\_\_ Year established \_\_\_\_\_

Does the proposed project meet the guidelines for Tax Abatement under the policy? Y N

If no, explain \_\_\_\_\_

If yes, was notice given to taxing jurisdictions within the proposed project area? Y N

If yes, was notice given to applicant and proper state documents sent? Y N

Name of reviewer \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



FARR AVE.

MONROE ST.

McMILLAN AVE.

HARRISON AVE.

ABREY AVE.

TRI-MER CORP  
MAIN  
FACILITY

TRI-MER CORP  
FACILITY

RWI Inc.

PROPOSED  
9600 SF  
BLD.





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

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# ***MEMORANDUM***

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DATE: July 16, 2014

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: Adoption of City of Owosso Code Sec. 19-67 Regarding the Breaking and Entering  
of a Motor Vehicle

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## **Recommendation:**

I recommend Council approve the attached resolution setting a public hearing for Aug 18, 2014 to receive citizen comment regarding the proposal to adopt City of Owosso Code Sec. 19-67.

## **Background:**

Currently the City of Owosso does not have an ordinance to prohibit the breaking and entering of a motor vehicle. Adoption of this ordinance would prohibit someone from breaking and entering a motor vehicle and permit Owosso Public Safety staff to enforce this crime.

**ORDINANCE NO.**

**AN ORDINANCE AMENDMENT TO ADD SECTION 19-67  
TO PROHIBIT THE BREAKING AND ENTERING OF A MOTOR VEHICLE  
TO THE CODE OF ORDINANCES OF THE CITY OF OWOSSO**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, does not have an ordinance prohibiting the breaking and entering of a motor vehicle; and

WHEREAS, adoption of such an ordinance would prohibit the activity and grant the Owosso Public Safety Department the authority to take action against individuals that participate in the activity.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS: that Sec. 19-67, Breaking and Entering of a Motor Vehicle, be added to Chapter 19, Offenses, Article IV, *Offenses against property*, of the Code of Ordinances of the City of Owosso as follows:

SECTION 1. ADDITION. Section 19-67, Breaking and Entering of a Motor Vehicle, shall be added as follows:

**Sec. 19-67. Breaking and Entering of a Motor Vehicle.**

(a) It shall be unlawful for any person to enter a motor vehicle unless the person:

- (1) Is the owner or lessee of the vehicle, or has some other contractual interest in the vehicle that would entitle the person to enter the vehicle;
- (2) Is the owner or lessee of the real property upon which the vehicle is located; or
- (3) Has permission to enter from an owner, a lessee, or an authorized operator of the motor vehicle, or the owner or lessee of the real property upon which the vehicle is located.

(b) This section shall not apply to:

- (1) A law enforcement officer acting within the scope of the officer's duties.
- (2) A motor vehicle that is lawfully being moved because it is abandoned, inoperable, or improperly parked.
- (3) An employee or agent of an entity that possesses a valid lien on a motor vehicle and who is expressly authorized by the lien holder to repossess the motor vehicle based upon the failure of the owner or lessee of the motor vehicle to abide by the terms and conditions of the loan or lease agreement.

(c) As used in this section:

- (1) "Enter" includes, but is not limited to, opening a door, trunk or hood of a vehicle, or inserting any part of one's body, or any object connected with the body, into a vehicle, which act shall include breaching the plane of the opened door, window, trunk or engine area.
- (2) Any vehicle that falls within the definition of "motor vehicle" in the state's Michigan Vehicle Code.

**SECTION 2. REPEALER.**

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

### SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

### SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect September 8, 2014.



## **MEMORANDUM**

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

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**DATE:** August 15, 2014

**TO:** City Council

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

**SUBJECT:** Rezoning of 1011 Corunna Avenue

### **RECOMMENDATION:**

The Planning Commission recommends setting a public hearing for Monday, September 15, 2014 to receive citizen comment regarding the proposed zoning change for the parcel at 1011 Corunna Avenue.

### **BACKGROUND:**

The Planning Commission voted at its regular meeting on July 28, 2014 to rezone parcel 050-010-034-004-00, 1011 Corunna Avenue, from a B-1 local business district zone to a B-4 general business zone.

Applebee Oil and Propane plans to build a commercial propane filling station at the 1011 Corunna Avenue site. The Planning Commission has completed a full site plan review of this site and fully supports this venture. The filling station would have key card access only and will not be open to the general public. The owner is currently working with MDOT and the railroad to secure the necessary approvals from these entities.

### **FISCAL IMPACTS:**

No fiscal impacts.

Document originated by: Susan Montenegro

**RESOLUTION NO.**

**CONDUCT FIRST READING AND SET A PUBLIC HEARING FOR  
AN ORDINANCE TO AMEND CHAPTER 38 ZONING  
OF THE CODE OF ORDINANCES  
TO REZONE THE PARCEL AT 1011 CORUNNA AVENUE  
AND AMEND THE ZONING MAP**

WHEREAS, the City of Owosso adopted a Master Plan in 2012 which includes a future land use plan; and

WHEREAS, the Planning Commission desires to carefully implement prudent changes suggested by the Master Plan; and

WHEREAS, an application has been received requesting the rezoning of the parcel at 1011 Corunna Avenue to facilitate plans for a propane filling station for school buses; and

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

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

WHEREAS, the City staff and Planning Commission recommend, without reservations or conditions, the rezoning of parcel 050-010-034-004-00, 1011 Corunna Avenue from a B-1 local business district zone to a B-4 general business district zone; and

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

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

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

Parcel or Area	Parcel Number	Current Zoning	Proposed Zoning
1011 Corunna Avenue	050-010-034-004-00	B-1	B-4

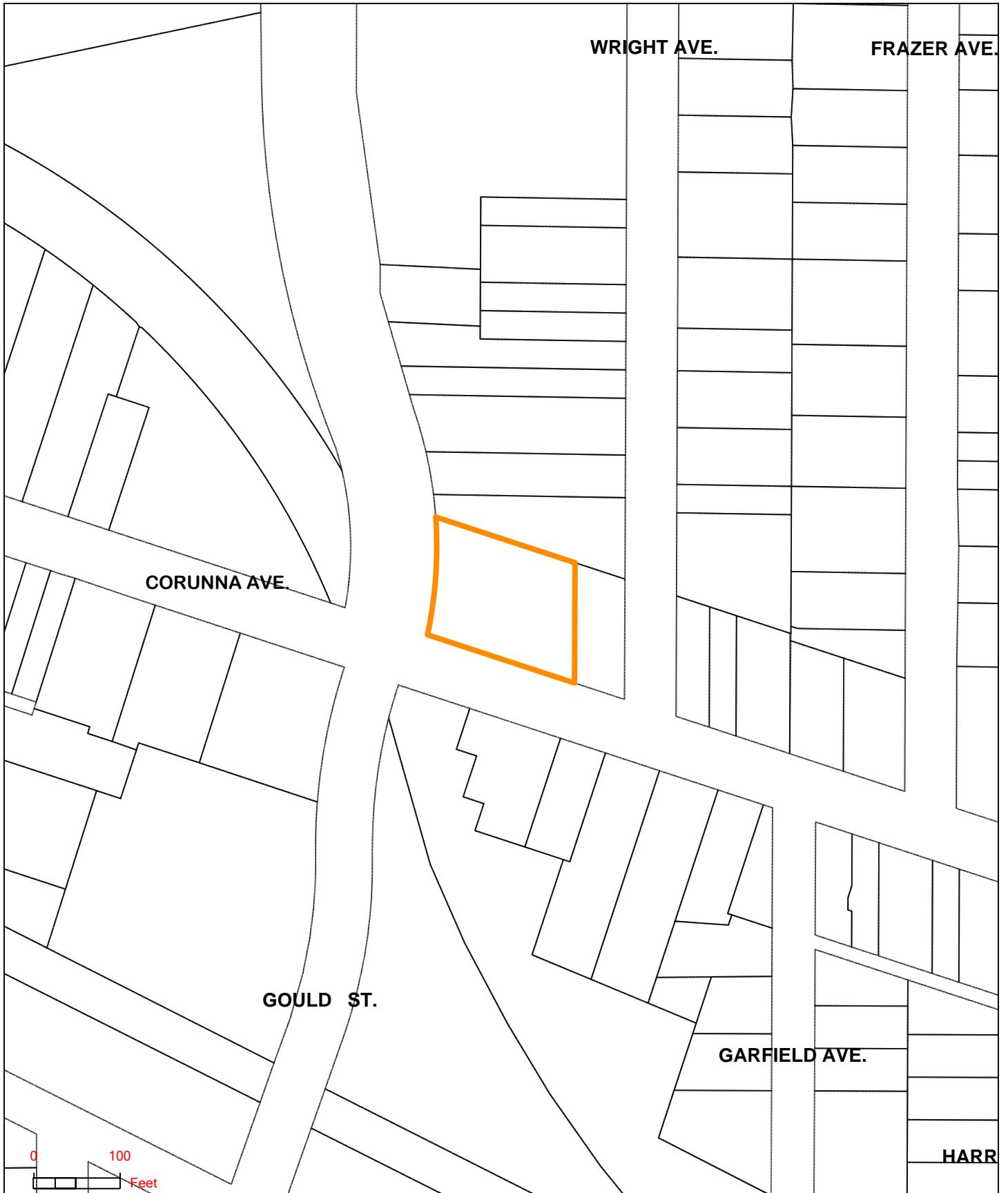
SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, September 15, 2014 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

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

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

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

# OWOSSO





## **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: August 18, 2014

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Services

SUBJECT: MDOT State Trunkline Maintenance Agreement #2014-0389.

### **RECOMMENDATION:**

I recommend City Council approve the MDOT trunkline maintenance agreement #2014-0389 for the term of October 1, 2014 through September 30, 2019.

### **BACKGROUND:**

This is to renew the City's ongoing maintenance agreement with MDOT for maintaining the state trunklines in Owosso: M21, M52 and M71. Per the terms of this contract it is the City's responsibility to plow, cold patch, repair signs and take care of general maintenance on the state trunklines in the City of Owosso.

### **FISCAL IMPACTS:**

The City is paid by the State of Michigan for providing this service for the Michigan Department of Transportation.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR  
MAINTENANCE OF STATE TRUNKLINES  
WITHIN THE CITY LIMITS**

WHEREAS, within the city limits of Owosso, Shiawassee County, Michigan, there are several state trunklines (M-21, M-52, M-71) and bridges owned by the State of Michigan; and

WHEREAS, these trunklines require constant maintenance and the Michigan Department of Transportation (MDOT) has found that contracting with the City for maintenance of said trunklines and bridges is in the best interest of the public; and

WHEREAS, MDOT has presented the City with Contract No. 2014-0389 formalizing the responsibilities and duties of each party, with a term from October 1, 2014 through September 30, 2019.

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

- FIRST: The State Trunkline Maintenance Contract No. 2014-0389 with the Michigan Department of Transportation for the term of October 1, 2014 through September 30, 2019 is hereby approved.
- SECOND: That Director of Public Services Mark Sedlak is hereby designated as the Contract Administrator.
- THIRD: That the Mayor and City Clerk are hereby authorized to execute the document as attached, Exhibit A, State Trunkline Maintenance Contract No. 2014-0389.



**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**STATE TRUNKLINE MAINTENANCE CONTRACT**  
**CITY OF OWOSSO**

THIS CONTRACT is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the City of Owosso, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

**RECITALS:**

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 et seq; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 supra; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

**Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES**

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

**Section 2. SCOPE OF WORK**

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the "ENGINEER OF OPERATIONS". Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
  - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
  - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
  - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

- iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

### **Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK**

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

### **Section 4. CONTRACT ADMINISTRATOR**

The MUNICIPALITY hereby designates \_\_\_\_\_ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

### **Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS**

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): \_\_\_\_\_

Signal/electrical Superintendent: \_\_\_\_\_

Storm Sewer Superintendent: \_\_\_\_\_

Other (Specify): \_\_\_\_\_

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

#### **Section 6. WAGE SCHEDULE**

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

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Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

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No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

#### **Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS**

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by MDOT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If MDOT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is MDOT-owned.

## **Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES**

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

### **FIRM UNIT PRICES**

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

\*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

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MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

## **Section 9. SUBCONTRACTS**

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

**The subcontract solicitation and approval process will be as follows:**

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

**State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.**

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.



## **Section 10. NON-DISCRIMINATION**

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.
- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The MUNICIPALITY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

## **Section 11. ANTI-KICKBACK**

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

## **Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY**

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

## **Section 13. INSURANCE**

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4<sup>th</sup> Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

#### **Section 14. WORKERS' DISABILITY COMPENSATION**

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

#### **Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)**

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

## **Section 16. REQUEST FOR REIMBURSEMENT**

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
  - i. **Bulk Items (measured by volume or weight):**  
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
  - ii. **Non-Bulk Items (measured by area or count):**  
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

#### **Section 17. ELECTRONIC FUNDS TRANSFER**

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

#### **Section 18. WINTER MAINTENANCE**

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of \_\_\_\_\_ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

#### **Section 19. PAVEMENT MARKING**

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

#### **Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS**

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

#### **Section 21. TREES AND SHRUBS**

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

#### **Section 22. EQUIPMENT LIST**

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

#### **Section 23. RECORDS TO BE KEPT**

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
  - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
  - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

#### **Section 24. CERTIFIED STATEMENT OF CHARGES**

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

#### **Section 25. AUDIT**

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.



If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

#### **Section 26. TERM OF CONTRACT**

This Contract will be in effect from October 1, 2014 through September 30, 2019.

#### **Section 27. TERMINATION OF CONTRACT**

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

#### **Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION**

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

#### **Section 29. CONTRACT CONTENT**

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

**Section 30. AUTHORIZED SIGNATURE(S)**

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the MUNICIPALITY and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the MUNICIPALITY, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

CITY OF OWOSSO

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

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

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
TITLE: MDOT Director

**APPENDIX A**  
**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**MUNICIPALITY CONTRACT**  
**DEFINITIONS**

**Annual Work Plan:** A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

**Budget/Field Activity Budget:** Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

**Chemical Storage Facilities:** Bulk salt storage buildings.

**Components of an Annual Work Plan:** An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

**DEPARTMENT:** Means the Michigan Department of Transportation.

**Dispute Audit Resolution Team (DART):** Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

**Equipment Specifications and Rentals:** An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

**Equipment Questionnaire:** A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

**Michigan State Transportation Commission:** The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

**Office of Commission Audit (OCA):** The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

**Region Engineer:** The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

**Schedule C Equipment Rental Rates:** The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

**Small Hand Tools:** Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

**State Administrative Board:** The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

**State Trunkline Highway:** A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

**Winter maintenance:** Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

## APPENDIX B

### MICHIGAN DEPARTMENT OF TRANSPORTATION

#### MUNICIPALITY CONTRACT

#### OVERHEAD SCHEDULE

**Effective October 1, 2014, through September 30, 2019**

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

## **APPENDIX C**

### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



## APPENDIX D

### STATE ADMINISTRATIVE BOARD

#### RESOLUTION 2011-2

#### PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS AND RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective \_\_\_\_\_, 2011.



## APPENDIX E

### SUBCONTRACT REQUIREMENTS

#### SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

#### Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none"><li>• Prior to start of work, Region Engineer verbal approval required.</li><li>• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.</li><li>• A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator.</li></ul>	Not required
\$125,000 or greater	<ul style="list-style-type: none"><li>• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.</li><li>• When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator.</li></ul> 2.State Administrative Board (SAB) approval is required prior to the start of work.	Required

**Definition of Term:** Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
**DEPARTMENT OF TRANSPORTATION**  
LANSING

KIRK T. STEUDLE  
DIRECTOR

**APPENDIX F**

**SAMPLE: Letter of Understanding**

Date

Contract Agency Name  
Address  
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan  
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear \_\_\_\_\_:

This Letter of Understanding is in follow up to our recent meeting held on \_\_\_\_\_ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of \_\_\_\_\_. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name  
Maintenance Engineer  
MDOT \_\_\_\_TSC

**APPROVED BY:**

City of \_\_\_\_\_ agrees to the terms and conditions stated in this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Name, Title

**APPROVED BY:**

\_\_\_\_\_  
Region Engineer  
Michigan Department of Transportation

Date \_\_\_\_\_

## APPENDIX G TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011



(Revised October 1, 2005)

## **APPENDIX H**

### **Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## APPENDIX I

### Non-Winter Maintenance Activity & Level of Service Priority

**For the purposes of defining priority levels, the following guidance is suggested:**

**"Critical"** work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

**"High Priority"** work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

**"Routine/Preventive"** work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

#### **Priority Group 1:**

Traffic Signal Energy  
Facility Utilities  
Freeway Lighting Energy  
Operation of Pump Houses  
Operation of Movable Bridges  
Auto Liability Insurance (county contracts)  
Supervision (county contracts)  
Roadway Inspection (minimum acceptable level- county contracts)  
Billable Construction Permits  
Equipment Repair and Servicing  
Fuel  
Critical Surface Maintenance  
Critical Guardrail Repair  
Critical Sign Replacement  
Critical Drainage Repair  
Critical Traffic Signal Repair  
Critical Freeway Lighting Repair  
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)  
Critical Structural Maintenance on Bridges  
Critical Pump House Maintenance  
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")  
Critical Impact Attenuator Repair  
Clear Vision Area Mowing  
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)  
Rest Area and Roadside Park Maintenance

**Priority Group 2:**

High Priority Surface Maintenance  
High Priority Guardrail Repair  
High Priority Sign Replacement  
High Priority Drainage Repair  
High Priority ROW Fence Repair  
High Priority Shoulder Maintenance  
High Priority Structural Maintenance  
Adopt-A-Highway  
Youth Corps in designated urban areas  
Mowing (First Cycle)  
Freeway Slope Mowing in designated urban areas  
Litter Pickup in designated urban areas  
Graffiti Removal in designated urban areas  
Freeway Lighting Maintenance & Repair

**Priority Group 3:**

Mowing (Additional Cycles)  
Brushing  
Sweeping, beyond critical drainage areas  
Litter Pickup, outside designated urban areas  
Graffiti Removal, outside designated urban areas  
Routine/Preventive Surface Maintenance  
Routine/Preventive Guardrail Repair  
Routine/Preventive Sign Replacement  
Routine/Preventive Drainage Repair  
Routine/Preventive Shoulder Maintenance  
Routine/Preventive Structural Maintenance  
Routine/Preventive Pump House Maintenance  
Routine/Preventive Traffic Signal Maintenance  
Youth Corps outside of designate urban areas  
Non-motorized path maintenance



## MEMORANDUM

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

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DATE: August 18, 2014

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Services

SUBJECT: Change Order No. 2 – Bridge Engineering Services, Gould Street Bridge

### RECOMMENDATION:

I find the cost reasonable and recommend approval of Change Order No. 2 to the contract with Fishbeck, Thompson, Carr & Huber, Inc. for bridge engineering services for the Gould Street Bridge Project, in the amount of \$30,800.00.

### BACKGROUND:

On August 5, 2013, City Council awarded a contract to Fishbeck, Thompson, Carr & Huber (FTC&H), Inc. in the amount of \$39,577.00 to provide professional engineering services for necessary repairs to the Gould Street Bridge over the Shiawassee River. Since then, Change Order No. 1 was approved for additional design engineering services, increasing the contract amount to \$42,657.00. FTC&H, as part of their services, performed a detailed bridge inspection and scoping analysis of the bridge. FTC&H found major work items that were not part of the city's 2008 application to MDOT and not part of its services contract with the city. These additional work items include structural steel repairs, approach sidewalks, approach slabs and seats, riprap, deck patching, and epoxy overlay. These additional work items are included in the MDOT contract and the work is satisfactorily completed. FTC&H advises the city that their work schedule increased from five weeks to 14 weeks to perform the additional work. FTC&H is now in position to accurately account for the additional construction administration and testing services at a fee of \$30,800.00. City staff has reviewed the request, finds it reasonable, and recommends issuing Change order No. 2 to Fishbeck, Thompson, Carr & Huber, Inc. in the amount of \$30,800.00.

### FISCAL IMPACTS:

Funds for this change order are available in account number 202-451-818.000-GOULDBRIDGE.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING CHANGE ORDER #2 TO THE CONTRACT WITH  
FISHBECK, THOMPSON, CARR & HUBER, INC.  
FOR  
BRIDGE ENGINEERING SERVICES FOR GOULD STREET BRIDGE  
OVER SHIAWASSEE RIVER**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Fishbeck, Thompson, Carr & Huber, Inc. on August 5, 2013 for Bridge Engineering Services for the Gould Street Bridge over the Shiawassee River; and

WHEREAS additional construction administration and material testing services are necessary, that are beyond the original contractual scope of services; and

WHEREAS, Fishbeck, Thompson, Carr & Huber, Inc. are willing to perform the additional services at an increased fee amount of \$30,800.00, and

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the contract with Fishbeck, Thompson, Carr & Huber, Inc. for an additional cost to the City of Owosso of \$30,800.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Amendment #2 to the Bridge Engineering Services Contract between the City of Owosso, Michigan and Fishbeck, Thompson, Carr & Huber, Inc.
- THIRD: The above expenses shall be paid from the Major Street Construction Contractual Services Fund, account 202-451-818000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 18th DAY OF AUGUST, 2014.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CITY OF OWOSSO

ATTEST:

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

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



July 29, 2014  
Project No. G130562

Mr. Randy Chesney, PE  
City Engineer  
City of Owosso  
City Hall  
301 West Main Street  
Owosso, MI 48867

Re: Gould Street over Shiawassee River; MDOT 76004-115675  
Additional Construction Engineering Services – Request for Change Order

Dear Mr. Chesney:

The amount of time required for the rehabilitation of the Gould Street Bridge over the Shiawassee River has increased significantly from what FTCH proposed in response to the City's original Request for Proposal. This is due to additional items of work being added to the scope of the contract during the design phase, which increased the amount of time required to construct the project. The additional items of work added include structural steel repairs, approach sidewalks, approach slabs and seats, riprap, and deck patching and overlay.

FTCH's original fee submitted for the construction engineering phase of this project was \$22,235 and was based on a five week construction schedule. With the additional items of work added to the scope of the project, the construction schedule increased to a total of 14 weeks, resulting in FTCH incurring additional construction inspection, project administration hours, and material testing costs.

Based on additional construction engineering and inspection effort we have provided beyond the original scope, FTCH is requesting a Change Order in the amount of Thirty Thousand Eight Hundred (\$30,800) dollars. The following is a summary of how the requested increase was calculated:

- Actual Start of Construction: May 12, 2014
- Anticipated weekly cost based on original submittal:  $(\$22,235 / 5 \text{ weeks}) = \$4,447$
- Total cost to date through July 18, 2014 (from internal FTCH cost reports):  
(\$17,170.50 previously invoiced, plus \$27,173.75 to be invoiced) = \$44,344.25
  - May 12, 2014 to July 18, 2014: Ten weeks of construction with an actual average weekly construction engineering cost of \$4,434 per week.
- Contractor is on schedule to complete the project per the approved MDOT Progress Schedule, with an open to traffic date of August 15, 2014. It appears the majority of the contract work will be complete by August 1, 2014 - 12 weeks following the actual start date of the project. The only work remaining will be installation of the epoxy overlay and concrete surface coatings.
  - Based on seven additional weeks of inspection and contract administration, FTCH is requesting an additional \$30,800 (\$4,400 per week for 7 weeks).

Mr. Randy Chesney, PE

Page 2

July 29, 2014



If you have any questions or require additional information, please contact me at 248.324.2133 or [tlgray@ftch.com](mailto:tlgray@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, reading "Thomas L. Gray II". The signature is written in a cursive, flowing style.

Thomas L. Gray II, PE

vdr

By Email

cc: Kamran Qadeer, PE - FTCH

Vincent D. Guadagni, PE - FTCH



## MEMORANDUM

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

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DATE: August 13, 2014

TO: City Council

FROM: Mark Mitchell, Public Works Superintendent

SUBJECT: Purchase and installation of mobile radios – Reinstate FCC License for Public Works Department

### RECOMMENDATION:

Staff requests Council waive the competitive bidding process and approve the purchase of 35 mobile radios, one base unit with power supply, three portable radios, base antenna with tripod and cable, 6 spare mobile antennas and installation of said equipment from Blumerich Communication Service, Inc. in the amount of \$29,977.68, as a part of the State contract for radio communications.

### BACKGROUND:

The DPW's FCC radio license has expired. The FCC has begun the process of changing the radio frequencies from analog to digital, and will eventually require all users to utilize digital radios. Rather than renew the analog license, staff requests switching to a digital license and upgrading to digital radios. By upgrading to all digital radios and license we will have everything in place if and when everyone is required to switch. Digital radios have the ability to be programmed for other functions.

### FISCAL IMPACTS:

The manufacturer has in the past offered rebates on their products, if any are in place at the time of order we will take full advantage of them. This could be a savings of as much as \$2,000.00 on an order this size. Funds for this purchase will come from the Revolving Equipment Fund.

Document originated by: Mark Mitchell, Public Works Superintendent



**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE RENEWAL OF FCC LICENSE,  
PURCHASE AND INSTALLATION OF BASE AND MOBILE RADIOS FOR THE  
PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Department of Public Works requiring the use of two way radios; and

WHEREAS, the current FCC license has expired and the current analog radios are obsolete; and

WHEREAS, City Ordinance allows for exceptions to competitive bidding requirements when the public interest is best served by joint purchase with, or purchase from, another unit of government; and

WHEREAS, it is hereby determined that the public interest would be best served by executing a joint purchase through the State of Michigan contract No. 071B2200101 with Blumerich Communication Service, Inc. for thirty-five (35) Motorola mobiles, one (1) Motorola base control station w/power supply and desk mic, three (3) Motorola portable handheld radios, UHF directional antenna/8FT tripod/cable & connectors, six (6) spare roof mount antennas all installed to working order; and

WHEREAS if the manufacturer has radio rebates in place at time of purchase we will take advantage of them to reduce the financial impact.

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 a digital radio package from Blumerich Communication Service, Inc. in an amount not to exceed \$29,977.68.
- 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 Blumerich Communication Service, Inc..
- THIRD: The Accounts Payable Department is hereby authorized to issue payment to Blumerich Communication Service, Inc. in an amount not to exceed \$29,977.68 upon satisfactory receipt and installation of the named equipment.
- FOURTH The above expenses shall be paid from the Revolving Equipment Fund.



## MEMORANDUM

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

---

DATE: August 13, 2014

TO: City Council

FROM: Mark Mitchell, Public Works Superintendent

SUBJECT: Purchase of two (2) 2014 John Deere 310SK Backhoes  
Via State of Michigan MDeal contract #071B1300116

### RECOMMENDATION:

We recommend The council approve the purchase of two (2) 2014 John Deere 310SK backhoes from AIS Construction Equipment Corporation in the amount of \$187,572.00 and further approve payment up to that amount upon satisfactory receipt of the equipment.

### BACKGROUND:

Staff recommends council waive the competitive bidding process and approve the purchase of two (2) 2014 John Deere 310SK backhoes from AIS Equipment Corporation through State of Michigan contract no. 071B1300116. Each backhoe has a price of \$93,786.00 for a total of \$187,572.00. This purchase meets the definition of the Owosso City Ordinance Section 2-345 (3) Exception to competitive bidding which states: Where the council shall determine that the public interest will best be served by joint purchase with, or purchase from, another unit of government.

The future of the two current backhoes will depend upon which option provides the best return. Option 1 is to trade in the equipment to AIS. They have indicated they can be traded in with a value of \$20,500.00 for one and \$19,500.00 for the other, giving a total trade in value of \$40,000.00. (Thus resulting in a net cost of \$147,572.00 for the new machines.) Option 2 is to offer them for sale on the MITN Surplus Auction System. The city was able to receive a better price over the trade in price when the used loaders were sold earlier this year. Staff will report back to Council as to which option results in the higher price.

### FISCAL IMPACTS:

The city is responsible for payment to MITN at 5% of the bid price for use of the system, should this option be utilized.

Funds for the purchase of the two new backhoes will come from the Revolving Equipment Fund.

Document originated by: Mark Mitchell, Public Works Superintendent

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
PURCHASE OF TWO (2) 2014 JOHN DEERE 310SK BACKHOES  
FROM AIS CONSTRUCTION EQUIPMENT CORPORATION**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has established a purchasing cycle to maintain a healthy work vehicle fleet and backhoes used by the Department of Public Works are in need of replacement; and

WHEREAS, City Ordinance allows for exceptions to competitive bidding requirements when the public interest is best served by joint purchase with, or purchase from, another unit of government; and

WHEREAS, it is hereby determined that the public interest would be best served by executing a joint purchase through the State of Michigan, Contract No. 071B1300116 with AIS Construction Equipment Corporation, for the purchase of two (2) 2014 John Deere 310SK backhoes. This is a budgeted item from the Revolving equipment Fund.

WHEREAS, the current backhoes may be traded in to AIS for \$40,000.00 or they may be sold for a better price through the MITIN Surplus Auction System, whichever is greater. Any monies received from the sale of the two current backhoes would be returned to the Revolving Equipment Fund to offset the purchase price of the new equipment.

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

- FIRST: it has been heretofore determined that it is advisable, necessary and in the public interest to purchase two (2) John Deere 310SK backhoes From AIS Construction Equipment Corporation in the amount of \$187,572.00.
- SECOND: the Council recognizes the current equipment will be sold or traded in at a later date, with the proceeds to be placed in the Revolving Equipment Fund.
- THIRD: 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 AIS Construction Equipment Corporation for the purchase of the above listed equipment.
- FOURTH: the Accounts Payable department is authorized to execute payment of up to \$187,572.00 to AIS Construction Equipment Corporation upon satisfactory receipt of said equipment.
- FIFTH: the above expenses shall be paid from the Revolving Equipment Fund.



## **MEMORANDUM**

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

---

DATE: August 14, 2014

TO: City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Contract Award for 2014 Street Patches Program

RECOMMENDATION: I recommend City Council award Black Jack Asphalt, the low bidder, the 2014 Street Patches Program in the amount of \$46,776.00 and approve payment up to the contract amount.

BACKGROUND: On August 12, 2014, the city received bids from interested contractors for its 2014 Street Patches Program. This annual program involves making street saw cuts and asphaltting street surfaces where water main and gas line repairs have been made, as well as repair of bad areas of pavement caused by weak sub-base in a street with generally good pavement.

FISCAL IMPACTS: Funds for this work shall be paid from 591-552-833.300 and 591-552-883.200 Water Maintenance Fund.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
THE 2014 STREET PATCHES PROGRAM  
WITH BIBI, INC. AKA BLACK JACK ASPHALT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the street patches in many of the streets in the city need to be permanently repaired with a hot mixed asphalt to prevent water from getting into the sub base of the street, accelerating the deterioration of the street pavement, and that this pavement maintenance is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids to permanently patch said areas; a bid was received from Bibi, Inc. aka Black Jack Asphalt; and it is hereby determined that Bibi, Inc. aka Black Jack Asphalt is qualified to provide such services and that it has submitted the lowest responsible and responsive bid;

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Bibi, Inc. aka Black Jack Asphalt for pavement patching as part of the 2014 Street Patches Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Bibi, Inc. aka Black Jack Asphalt in the amount of \$46,776.00.
- THIRD: The accounts payable department is authorized to pay Bibi, Inc. aka Black Jack Asphalt for work satisfactorily completed on the project up to the bid amount.
- FOURTH: The above expenses shall be paid from account 591-552-833.300 and 591-552-833.200 Water Maintenance Fund.

## CITY OF OWOSSO BID TABULATION SHEET

DATE 8/12/2014DEPT. Public WorksSUBJECT: 2014 Street Patches Bid

				Black Jack Asphalt		Mike & Son Asphalt Inc.		One Way Asphalt Paving & Excavating	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Sawcutting	2,300	LFT	\$ 1.000	\$ 2,300.00	\$ 2.900	\$ 6,670.00	\$ 1.700	\$ 3,910.00
2	2" Patches	140	SFT	\$ 2.40	\$ 336.00	\$ 10.00	\$ 1,400.00	\$ 3.50	\$ 490.00
3	4" Patches	5,800	SFT	\$ 3.70	\$ 21,460.00	\$ 4.15	\$ 24,070.00	\$ 3.80	\$ 22,040.00
4	6" Patches	3200	SFT	\$ 4.70	\$ 15,040.00	\$ 5.80	\$ 18,560.00	\$ 5.75	\$ 18,400.00
5	6" Patches over 6" Stone	800	SFT	\$ 5.70	\$ 4,560.00	\$ 8.00	\$ 6,400.00	\$ 5.90	\$ 4,720.00
6	6" Patches over 8" Concrete	400	SFT	\$ 7.70	\$ 3,080.00	\$ 26.00	\$ 10,400.00	\$ 15.00	\$ 6,000.00
TOTAL BID				\$ 46,776.00		\$ 67,500.00		\$ 55,560.00	

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

PURCH.

AGENT:

STAFF

REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:



## MEMORANDUM

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

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DATE: August 14, 2014  
TO: City Council  
FROM: Tyler Leppanen  
Housing Program Manager  
SUBJECT: Third party administrator for Downtown Rental Rehabilitation Grant

### RECOMMENDATION:

I recommend Council approve the attached resolution to accept the bid of Revitalization LLC to administer the Downtown Rental Rehabilitation grant.

### BACKGROUND:

With the staffing changes in the City's Housing Department MSHDA has insisted on the hire of a third party administrator to assist in overseeing the Downtown Rental Rehabilitation grant. In response to this request the City let bids and on Thursday, August 7<sup>th</sup>, 2014, received one bid from Revitalization LLC to administer the program. The Downtown Rental Rehabilitation program was previously approved by Council through resolution, and will provide support for the creation and rehabilitation of rental properties in the downtown. Revitalization LLC is a company that is familiar to the City and has been utilized by the City previously for third party administration assistance when the City's housing program was first being revived a number of years ago.

It should be noted that negotiations regarding compensation are still on-going, with a firm contract expected in time for Monday's meeting.

### FISCAL IMPACTS:

There are no direct fiscal impacts to the City, since payment for the contractual agreement will come from administrative funds provided by grant terms.

Document originated by: Tyler Leppanen, Housing Program Manager

**RESOLUTION NO.**

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

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

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

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

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Revitalization, LLC for administrative services related to the Downtown Rental Rehabilitation Program.

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

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



## **CONTRACT FOR SERVICES**

This agreement to provide administrative support services for the City of Owosso's Downtown Rental Rehabilitation Program is made between Revitalize LLC, 706 S. Diamond Rd., Mason, MI 48854 hereafter referred to as "the Contractor" and the City of Owosso, 301 W. Main St., Owosso, MI 48867 hereafter referred to as "the City".

### **PREAMBLE**

The City wishes to engage the service of the Contractor to operate a Downtown Rental Rehabilitation Program, for the property owners in the Downtown designated area. The Downtown Rental Rehabilitation Program, hereafter referred to as the "program", will be funded by and operated in accordance with a grant (MSC-2014-0037-HO) from the Michigan State Housing Development Authority, hereafter as "MSHDA".

Effective date: December 1<sup>st</sup>, 2010 through, December 31<sup>st</sup>, 2012.

**WITNESSETH THAT**, The City and Contractor do mutually agree as follows:

#### Article I. The Contractor Responsibility:

1. Administer the program in accordance with procedures and guidance set forth by MSHDA to include compliance with lead based paint requirements. Comply with any Federal, State and Local Statutes.
2. Assistance with Administrative responsibilities requested and/or required by MSHDA.
3. Liaison between the City and MSHDA.
4. Determine the eligibility of property owners through a local application process according to grant program guidelines. Contractor personnel will be available in the City to process applications for this program.
5. Keep complete and accurate documentation of required program records including the filing of all MSHDA reporting requirements. Forward data for said reports and financial draws to the City of Owosso c/o Tyler Leppanen, Housing Program Manager, for the City to review and submit to MSHDA.
6. Preparation of necessary documents for the individual rental rehabilitation projects during the contract period.
7. Oversight and implementation of the bid process as detailed in the program guidelines.
8. Oversight of the loan closing and construction phase.
9. Verification of tenant eligibility.
10. Assistance with MATT tracking.

## Article II. The City Responsibility:

1. Forward all written material related to the program received from MSHDA to the Contractor.
2. Consult with the Contractor prior to requesting a grant amendment from MSHDA.
3. Provide the Contractor with authorization to access the MATT/OPAL on-line grant management system for MSHDA required data entry.
4. Establish a financial management system for the deposit and disbursement of funds according to the program guidelines.

## Article III. Compensation:

1. For the services to be performed by the Contractor, as specified by this Agreement, the Contractor will accept payment-in-full as 80% of administrative costs allowable by the grant award. 20% administrative costs paid to the city of Owosso.
2. Payment of the above said amount shall be contingent on the amount of rental rehabilitation work completed per MSHDA guidelines contained in the Grant Agreement.
3. It is mutually understood that the Contractor is an independent contractor and as such shall provide worker's compensation insurance where required and shall accept full responsibility for payment of unemployment insurance premiums, worker's compensation, and social security as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services by this agreement. It is further understood that the Contractor's employees will not be entitled to any benefits accorded an employee of the City. The Contractor shall not be responsible for the failure of any provider (general contractor) providing labor or materials for work under the program.

## Article IV. Construction and Severability:

1. This Agreement shall be construed, interpreted and in the rights of the parties determined in accordance with the laws of the State of Michigan. In the event that any provision of the Agreement conflicts with any applicable Federal, State or Local law or regulation, such law or regulation shall prevail.
2. The invalidity or unenforceability of any provision of this contract shall not affect or impair the validity of any other provision.

## Article V. Suspension and Termination:

1. Either party shall have the right, upon sixty (60) calendar day's prior written notice to the other party, to terminate this contract. In the event this contract is terminated,

compensation shall cease at the end of the calendar month during which the termination is effective.

#### Article VI.

1. Conflict of Interest: The Contractor agrees, during the term of this contract or any extended term in which this contract remains in effect, to avoid both actual and the appearance of conflicts of interest.
2. Nondiscrimination: The Contractor, as required by law, shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this contract.
3. Assignability: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the City.
4. Amendments: This contract constitutes the entire agreement between the parties, and no subsequent authorizations of amendments to this contract shall be binding upon the parties unless and until reduced in writing and signed by both the Contractor and the City or their authorized agents.
5. Hold Harmless: The Contractor shall, at its own expense, indemnify, save and hold harmless the City, and its elected and appointed officials/officers, employees and agents, from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its employees or agents which may arise out of this agreement. The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the City, its officials/officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this agreement.

**IN WITNESS WHEREOF**, The City and Contractor have caused this agreement to be executed by their respective officers duly authorized to do so on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Benjamin Frederick, Mayor**  
**City of Owosso**

**ATTEST:**

\_\_\_\_\_  
**Amy K. Kirkland, City Clerk**  
**City of Owosso**

\_\_\_\_\_  
**Bruce E. Johnston**  
**Revitalization, LLC**

**WITNESSED BY:**

\_\_\_\_\_



## WARRANT 486

### August 12, 2014

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional services – July 15, 2014 – August 11, 2014	General	\$10,166.00
Logicalis, Inc	Network engineering support-July 2104	General	\$ 8,092.00
B S & A Software	Annual service/support fees-Aug 1, 2014 – August 1, 2015	General/ Water/ Sewer	\$11,488.00
TOTAL			\$29,746.00

CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 07/01/2014 - 07/31/2014

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
07/18/2014	1	242(A)	HEATHER DAWN BROOKS	TRAIN EXPO SIGN	121.00
07/18/2014	1	243(A)	C & B AIR COMPRESSORS	WWTP-PARTS	995.32
07/18/2014	1	244(A)	CENTRON DATA SERVICES, INC.	TAX BILLS FOR SUMMER 2014 PRINTING AND M	4,617.62
07/18/2014	1	245(A)	CLARK FIRE & SAFETY EQUIPMENT, INC.	WWTP-ANNUAL FIRE EXTINGUISHER INSPECTION	1,276.50
07/18/2014	1	246(A)	ETNA SUPPLY COMPANY	INVENTORY-KORNERHORN #1 (25)	1,253.81
07/18/2014	1	247(A)	GRAINGER, INC.	WWTP-ROTARY GEAR PUMP HEAD	449.75
07/18/2014	1	248(A)	JCI JONES CHEMICALS, INC.	SODIUM HYPOCHLORITE	3,342.49
07/18/2014	1	249(A)	1ST CHOICE AUTO PARTS INC	OFD-PARTS	885.80
07/18/2014	1	250(A)	NCL OF WISCONSIN INC	WWTP-LAB SUPPLIES	40.31
07/18/2014	1	251(A)	OFFICE SOURCE	BANKERS BOXES	146.77
07/18/2014	1	252(A)	OFFICEMAX INC	CITY HALL-SUPPLIES	258.02
07/18/2014	1	253(A)	REEVES WHEEL ALIGNMENT, INC.	OPD-#42-OIL CHANGE	1,031.51
07/25/2014	1	254(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	CONTRIBUTIONS FOR POLICE COMMAND EMPLOYE	8,720.41
07/28/2014	1	255(A)	ETNA SUPPLY COMPANY	WATER-INVENTORY ITEMS	4,992.41
07/28/2014	1	256(A)	HALLIGAN ELECTRIC INC	WWTP-TROUBLESHOOTING T-1-W POWER ISSUE	316.00
07/28/2014	1	257(A)	LOGICALIS INC	JUNE 2-14-NETWORK ENGINEERING SUPPORT	7,140.00
07/28/2014	1	258(A)	MICHIGAN METER TECHNOLOGY GROUP INC	METER-1 1/2 ECODER (2)	1,022.00
07/28/2014	1	259(A)	NCL OF WISCONSIN INC	WTP-TESTING SUPPLIES	132.97
07/28/2014	1	260(A)	NORTHERN LAKE SERVICE INC	MERCURY ANALYSES-6/27/14	258.00
07/28/2014	1	261(A)	POLYDYNE INC	AF 4500 POLYMER	2,127.50
07/28/2014	1	262(A)	S L H METALS INC	WATER-PARTS FOR REPAIR	945.00
07/28/2014	1	263(A)	USA BLUE BOOK	WTP-SUPPLIES/TOOLS	101.86
07/28/2014	1	264(A)	MERLE E WEST II	PLUMBING/MECHANICAL INSPECTIONS	600.00
07/01/2014	1	123346	LOREEN F BAILEY	COUNCIL PAY-16 MEETINGS	160.00
07/01/2014	1	123347	DAVID B BANDKAU	COUNCIL PAY-17 MEETINGS	170.00
07/01/2014	1	123348	JUDY ELAINE CRAIG	COURIER SERVICE	189.00
07/01/2014	1	123349	DAYSTARR COMMUNICATIONS	JULY 2014-BROADBAND INTERNET FEES	497.21
07/01/2014	1	123350	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE PREMIUM	4,206.90
07/01/2014	1	123351	ELECTION SYSTEMS & SOFTWARE, INC.	MAINT/SUPPORT VOTING MACHINES-7/1/14-6/3	634.12
07/01/2014	1	123352	CHRISTOPHER EVELETH	COUNCIL PAY-17 MEETINGS	170.00
07/01/2014	1	123353	FEDEX	WWTP-SHIPPING FEES	399.40
07/01/2014	1	123354	BURTON FOX	COUNCIL PAY-18 MEETINGS	180.00
07/01/2014	1	123355	BENJAMIN R FREDERICK	COUNCIL PAY-18 MEETINGS	300.00
07/01/2014	1	123356	FRONTIER	PHONE CHARGES	858.33
07/01/2014	1	123357	ELAINE GREENWAY	COUNCIL PAY-15 MEETINGS	150.00
07/01/2014	1	123358	H2O COMPLIANCE SERVICES INC	CROSS CONNECTION PROGRAM SERVICE	1,299.80
07/01/2014	1	123359	HURON VALLEY ASSO OF CODE OFFICIAL	MEMBERSHIP-CHARLES RAU	95.00
07/01/2014	1	123360	INDEPENDENT STATIONERS	BINDERS	79.44
07/01/2014	1	123361	OWOSSO BOLT & BRASS CO	PARTS	39.26
07/01/2014	1	123362	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	67,433.96
07/01/2014	1	123363	PITNEY BOWES INC	POSTAGE METER RENTAL-7/1/14-9/30/14	180.00
07/01/2014	1	123364	POSTMASTER	AUGUST 2014 ELECTION	101.72

07/01/2014	1	123365	RAILROAD MANAGEMENT COMPANY LLC	16 INCH WATER PIPELINE CROSSING	776.60
07/01/2014	1	123366	SHIAWASSEE COUNTY HEALTH DEPARTMENT	HOUSEHOLD HAZARDOUS WASTE DISPOSAL PROGR	4,600.00
07/01/2014	1	123367	SHIAWASSEE COUNTY SHERIFFS DEPARTME	OSSI MAINTENANCE SHARE OFD-7/1/14-6/30/1	3,415.40
07/01/2014	1	123368	SMITH JANITORIAL SUPPLY	LINERS	629.64
07/01/2014	1	123369	ST JOHNS ANSWERING SERVICE INC	JULY 2014-TELEPHONE ANSWERING SERVICE	75.00
07/01/2014	1	123370	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	2,913.61
07/01/2014	1	123371	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 6/30/14	6,596.34
07/01/2014	1	123372	ROBERT J TEICH JR	COUNCIL PAY-16 MEETINGS	160.00
07/01/2014	1	123373	WASTE MANAGEMENT OF MICHIGAN INC	DISPOSAL CHARGES-6/16/14-6/30/14	4,050.24
07/11/2014	1	123374	DANIEL L HUMPHREYS	PELICAN SWEEPER TRAINING-D HUMPHRIES	446.40
07/11/2014	1	123375	MISDU	PAYROLL DEDUCTION-HART/KLEEMAN/BREWBAKER	1,687.23
07/11/2014	1	123376	RENTAL PROPERTY OWNERS ASSOCIATION	EPA RRP CERTIFICATION TRAINING-7/23/14	139.00
07/17/2014	1	123377	AFLAC	PAYROLL DED-AFLAC PREMIUM	586.96
07/17/2014	1	123378	CARQUEST AUTO PARTS STORE	PARTS	307.58
07/17/2014	1	123379	CENTER FOR TECHNOLOGY & TRAINING/	HIGHWAY SAFETY IN ROAD SOFT-RANDY CHESNE	20.00
07/17/2014	1	123380	HOME DEPOT CREDIT SERVICES	TANK LEVERS	1,043.01
07/17/2014	1	123381	IPT BY BIDNET	FEES FOR SALE OF STREET SWEEPER #254	875.00
07/17/2014	1	123382	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION-UNION DUES	811.75
07/17/2014	1	123383	SHIAWASSEE COUNTY HEALTH DEPARTMENT	FOR SALE OF 1155 VANDECARR RD	73.00
07/17/2014	1	123384	STATE OF MICHIGAN	WITHHOLDING TAX	14,089.99
07/17/2014	1	123385	WASTE MANAGEMENT OF MICHIGAN INC	JULY 2014-1175 FARR AVE	5,816.15
07/17/2014	1	123386	CONSUMERS ENERGY	JUNE 2014-501 OAKWOOD AVE	49,333.22
07/17/2014	1	123387	VOID		0.00 V
			Void Reason: Created From Check Run Process		
07/18/2014	1	123388	ACCUMED BILLING INC	AMBULANCE BILLING SERVICES	3,103.94
07/18/2014	1	123389	ALS LABORATORY GROUP	WASTEWATER ANALYSES-6-19-14	25.00
07/18/2014	1	123390	APS WATER SERVICES CORPORATION	LAB SUPPLIES	847.17
07/18/2014	1	123391	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	469.43
07/18/2014	1	123392	BUDGET FENCE INC	MICHIGAN FLAGS (5)	165.50
07/18/2014	1	123393	C D W GOVERNMENT, INC.	OPD-MS SLD + OFFICE PRO PLUS 2013	365.00
07/18/2014	1	123394	TIMOTHY W CORDIER	RENTAL OF EXCAVATOR TO REPAIR MANHOLE	1,400.00
07/18/2014	1	123395	CROOKED TREE NURSERY	PARKS-1" PVC SWING JOINT	25.00
07/18/2014	1	123396	D & D TRUCK & TRAILER PARTS	FLEET-PARTS	435.24
07/18/2014	1	123397	DALTON ELEVATOR	JUNE 2014-OFD-CYLINDER RENT	451.76
07/18/2014	1	123398	DAYSTARR COMMUNICATIONS	AUGUST 2014-BROADBAND INTERNET	497.14
07/18/2014	1	123399	DELTA DENTAL PLAN OF MICHIGAN	AUGUST 2014-DENTAL INSURANCE PREMIUM	4,044.16
07/18/2014	1	123400	DIESEL TRUCK SALES, INC.	FLEET-PARTS FOR 424 AND 425	152.42
07/18/2014	1	123401	DOUGLAS HAN	BD Bond Refund	50.00
07/18/2014	1	123402	EMPLOYEE BENEFIT CONCEPTS INC	JULY 2014-FSA ADMIN FEE	110.00
07/18/2014	1	123403	FIRST DUE FIRE SUPPLY	OFD-BOOTS/GLOVES	409.00
07/18/2014	1	123404	FLEIS & VANDENBRINK ENGINEERING INC	PROF ENGINEERING SERVICES FOR PART 1 & P	20,519.60
07/18/2014	1	123405	FUOSS GRAVEL COMPANY	6A STONE FOR MANHOLE REPAIR IN MATHEWS B	460.78
07/18/2014	1	123406	GA HUNT	BD Bond Refund	50.00
07/18/2014	1	123407	GOOSE BUSTERS	ROUND-UP AND REMOVAL (24)	350.00
07/18/2014	1	123408	GRAYMONT CAPITAL INC	SMALL PEBBLE QUICKLIME-46.85/TONS	6,746.40
07/18/2014	1	123409	ILLINOIS TOLLWAY	FOR MICHIGAN PLATE # 007 X 143-7/14/14 (	2.80
07/18/2014	1	123410	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE MEDICAL SUPPLIES	982.00
07/18/2014	1	123411	JAY'S SEPTIC TANK SERVICE	AMPHITHEATER-6/19/14-7/18/14	585.00

07/18/2014	1	123412	MCMASTER-CARR SUPPLY CO	WWTP-CHECK VALVE	125.54
07/18/2014	1	123413	MEMORIAL HEALTHCARE CENTER	PRE-EMPLOYMENT DRUG SCREEN-COE	67.00
07/18/2014	1	123414	MEMORIAL MEDICAL ASSOCIATES	PRE-EMPLOYMENT PHYSICAL-COE	60.00
07/18/2014	1	123415	MICHIGAN BUSINESS & PROFESSIONAL AS	JULY 2014-COBRA ADMIN FEE	50.00
07/18/2014	1	123416	MICHIGAN OUTDOOR SERVICES	2014 TALL GRASS MOWING PROGRAM	840.00
07/18/2014	1	123417	MICHIGAN PAVING & MATERIALS CO	PAVING OF S PARK ST FROM M-21 TO COMSTOC	44,774.06
07/18/2014	1	123418	MICHIGAN PUBLIC EMPLOYER LABOR RELA	MEMBERSHIP-JESSICA UNANGST	25.00
07/18/2014	1	123419	MICHIGAN RURAL WATER ASSOCIATION	COMMUNITY MEMBERSHIP DUES-FU 14/15	700.00
07/18/2014	1	123420	MILLER, DEBORAH	SEWER CLEANING EXPENSE	461.00
07/18/2014	1	123421	MISS DIG SYSTEM, INC.	NEW ADDITIONAL DATA PROCESSING CODES	680.00
07/18/2014	1	123422	OFFICE DEPOT	PUBLIC SAFETY-OFFICE SUPPLIES	520.64
07/18/2014	1	123423	OWOSSO BOLT & BRASS CO	PARTS	196.54
07/18/2014	1	123424	OWOSSO POOLS LLC	SPLASH PAD-SAND FILTERS	1,323.00
07/18/2014	1	123425	OWOSSO-WATER FUND	WATER/SEWER USAGE	3,488.98
07/18/2014	1	123426	POSTMASTER	STANDARD MAIL PERMIT FEE #51	220.00
07/18/2014	1	123427	PUBLIC AGENCY TRAINING COUNCIL	SEMINAR-RECRUITING/HIRING/BACKGROUND INV	295.00
07/18/2014	1	123428	S & K FARM & YARD	WTP-PARTS	158.03
07/18/2014	1	123429	SELLECK, PATRICK	BD Bond Refund	50.00
07/18/2014	1	123430	THE SHERWIN-WILLIAMS CO.	PAINT FOR STREETS	308.96
07/18/2014	1	123431	SHIAWASSEE DISTRICT LIBRARY	SATA PAYROLL SERVICE	390.49
07/18/2014	1	123432	SMITH JANITORIAL SUPPLY	OFD-BAR SOAP	187.02
07/18/2014	1	123433	SNAP ON TOOLS	FLEET-TOOLS	58.25
07/18/2014	1	123434	SNYDER POURED WALLS	BD Bond Refund	50.00
07/18/2014	1	123435	SNYDER REAL ESTATE ASSOC, INC.	FULL APPRAISAL - 306 N GOULD ST, OWOSSO,	2,000.00
07/18/2014	1	123436	SOUTHSIDE CAR WASH	APRIL-MAY-JUNE 2014-OPD-CAR WASHES	195.30
07/18/2014	1	123437	ST JOHNS ANSWERING SERVICE INC	AUGUST 2014-ANSWERING SERVICE	75.00
07/18/2014	1	123438	STATE OF MICHIGAN	REHAB OF GOULD STREET BRIDGE BY MDOT	14,575.68
07/18/2014	1	123439	STATE OF MICHIGAN	CONSTRUCTION OF ADDITIONAL PARKING ON W	36,156.96
07/18/2014	1	123440	STATE OF MICHIGAN-MDNRE	TESTING	366.00
07/18/2014	1	123441	VALLEY LUMBER	WATER-PARTS	165.03
07/18/2014	1	123442	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SPLASH PAD TIMER	133.46
07/18/2014	1	123443	ZOLL MEDICAL CORPORATION	OFD-EXTENDED WARRANTY ON 3 HEART MONITOR	3,015.00
07/28/2014	1	123444	CIVILLE REAL ESTATE	UB refund for account: 2048190002	62.22
07/28/2014	1	123445	COPPERSMITH BRUCE	UB refund for account: 5359570001	13.78
07/28/2014	1	123446	PIERCE BYRON	UB refund for account: 2330990001	55.50
07/28/2014	1	123447	ACKER JOAN	UB refund for account: 2463500007	73.50
07/28/2014	1	123448	BIRDSLEY MICHAEL	UB refund for account: 3543570004	63.54
07/28/2014	1	123449	BUCKNER CHRISTINA	UB refund for account: 2643990006	54.84
07/28/2014	1	123450	BAKER JUDITH	UB refund for account: 1714100003	63.63
07/28/2014	1	123451	CLARK MARY ANN	UB refund for account: 1557500002	15.34
07/28/2014	1	123452	KORBECKI MARGARET	UB refund for account: 1508000001	48.70
07/28/2014	1	123453	GOODWIN GARY L	UB refund for account: 3489070001	30.34
07/28/2014	1	123454	SIGLER LINDA	UB refund for account: 2631840028	55.90
07/28/2014	1	123455	MACHALA KIRK	UB refund for account: 2125140004	67.34
07/28/2014	1	123456	MARK D AGNEW	CANCELLED BUILDING PERMIT-208 N SHIA	265.00
07/28/2014	1	123457	H K ALLEN PAPER CO	OFD-TOWELS/TISSUE/TP/CLEANER/MOP	138.50
07/28/2014	1	123458	BODMAN LLP	JUNE 2014-EMPLOYEE RELATIONS-PUBLIC SAFE	428.75
07/28/2014	1	123459	BROWN & STEWART P C	PROFESSIONAL SERVICES	10,757.48



07/28/2014	1	123460	C D W GOVERNMENT, INC.	IT SUPPLIES-UPGRADES/MS-OFFICE SUITES/US	3,034.59
07/28/2014	1	123461	CALEDONIA CHARTER TOWNSHIP	PER 2006 WATER DISTRICT AGREEMENT	17,857.98
07/28/2014	1	123462	CITY OF CORUNNA	JUNE 2014-ADMIN SERVICES FOR OPD	2,114.04
07/28/2014	1	123463	COMMERCIAL BLUEPRINT, INC.	4/1/14-3/31/15-MAINTENANCE AGREEMENT	926.00
07/28/2014	1	123464	CONSUMERS ENERGY	JULY 2014-1412 CHIPPEWA TRAIL	21,527.51
07/28/2014	1	123465	CROOKED TREE NURSERY	OAK REESTABLISHMENT PROJECT AT EMERSON G	250.00
07/28/2014	1	123466	D & G EQUIPMENT INC	FLEET-MOWER BLADES/STOCK ITEMS	327.47
07/28/2014	1	123467	DOUG'S LOCK AND GLASS SERVICE, INC.	REKEY LOCKS AT BENTLEY PARK	104.00
07/28/2014	1	123468	FASTENAL COMPANY	PARKS-PARTS	20.66
07/28/2014	1	123469	FLEIS & VANDENBRINK ENGINEERING INC	P5/31/14-6/27/14-DIG GRANT PART 1 WORK	20,902.40
07/28/2014	1	123470	FRONTIER	PHONE SERVICE	1,247.58
07/28/2014	1	123471	AMBER FULLER	BOARD OF REVIEW	50.00
07/28/2014	1	123472	SALLY SUE GALE	BOARD OF REVIEW	50.00
07/28/2014	1	123473	GENERAL CODE	LASERFICHE AVANTE WEB DISTRIBUTION PORTA	9,322.00
07/28/2014	1	123474	GILBERT'S DO IT BEST HARDWARE & APP	WTP-PARTS	167.23
07/28/2014	1	123475	HP	LATITUDE E5540-FOR SUSAN MONTENEGRO	3,322.83
07/28/2014	1	123476	DANIEL L HUMPHREYS	TOLLS	17.60
07/28/2014	1	123477	LOGIN/IACP NET	ANNUAL FEE-5/28/14-5/27/15	500.00
07/28/2014	1	123478	J & A DRAIN CLEANERS	FOR 114 N HOWELL RD	495.00
07/28/2014	1	123479	JACK DOHENY SUPPLIES INC	FLEET-PARTS FOR #438	220.50
07/28/2014	1	123480	JERRY L JONES	BOARD OF REVIEW	50.00
07/28/2014	1	123481	TERRY KEMP	BOARD OF REVIEW	50.00
07/28/2014	1	123482	AMY K KIRKLAND	SAMSUNG TABLET FOR ELECTION USE	704.99
07/28/2014	1	123483	LANSING UNIFORM CO.	OFD-BADGES (3)	170.00
07/28/2014	1	123484	KEVIN LENKART	POSTAGE AND MATERIALS TO FIX VEHICLE SEA	10.35
07/28/2014	1	123485	LLOYD MILLER & SONS, INC	FLEET-FILTER FOR TRACTOR	12.22
07/28/2014	1	123486	LUDINGTON ELECTRIC, INC.	WTP-WORK ON WEST ELEVATED TOWER	185.45
07/28/2014	1	123487	MASONIC LODGE #81	BOARD OF REVIEW	19.32
07/28/2014	1	123488	MICHIGAN MUNICIPAL LEAGUE	CONTRIBUTIONS	4,631.87
07/28/2014	1	123489	MICHIGAN WATER ENVIRONMENT ASSOCIAT	IPP SEMINAR-TIM GUYSKY-9/18/14	125.00
07/28/2014	1	123490	MISDU	PAYROLL DEDUCTIONS-HART/KLEEMAN/BREWBAKE	1,687.23
07/28/2014	1	123491	MUTUAL EYE CLAIM AUDITS	VISION COVERAGE PREMIUM	371.49
07/28/2014	1	123492	NEXTEL COMMUNICATIONS	JUNE 2014 COMMUNICATION CHARGES	1,058.60
07/28/2014	1	123493	OFFICE DEPOT	WTP-COPIER-BROTHER DCP7065	386.36
07/28/2014	1	123494	OWOSSO BOLT & BRASS CO	WTP-PARTS	403.09
07/28/2014	1	123495	OWOSSO CHARTER TOWNSHIP	PER 2011 WATER AGREEMENT	8,676.33
07/28/2014	1	123496	GARY L PALMER	ELECTRICAL INSPECTION SERVICES	500.00
07/28/2014	1	123497	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	71,379.95
07/28/2014	1	123498	RICOH USA	4/21/14-7/20/14-PER COPY CHARGES	499.65
07/28/2014	1	123499	ROSS VALVE MANUFACTURING CO	30 AWR PILOT VALVE FOR ALTITUDE CONTROL	1,967.35
07/28/2014	1	123500	RUTHY'S LAUNDRY CENTER	JUNE 2014-DRY CLEANING	501.89
07/28/2014	1	123501	MIKE SELLECK	BOARD OF REVIEW	50.00
07/28/2014	1	123502	SHIAWASSEE COUNTY CENTRAL DISPATCH	OPD-RADIO MPSCS MIC FEES-(18)	4,900.00
07/28/2014	1	123503	SHIAWASSEE COUNTY HEALTH DEPARTMENT	HOUSEHOLD HAZARDOUS WASTE DISPOSAL	4,600.00
07/28/2014	1	123504	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION-MEMBERSHIPS	248.75
07/28/2014	1	123505	SHIAWASSEE REGIONAL CHAMBER OF COMM	FY 14/15 CITY MEMBERSHIP	679.00
07/28/2014	1	123506	SPICER GROUP, INC.	2104 ROUTINE BRIDGE SAFETY INSPECTIONS	1,160.00
07/28/2014	1	123507	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	2,926.23

07/28/2014	1	123508	STATE OF MICHIGAN	WITHHOLDING TAX	13,147.25
07/28/2014	1	123509	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 7/15/14	5,911.75
07/28/2014	1	123510	THE CHAMBER FOUNDATION	LEADERSHIP SHIA-SUSAN MONTENEGRO	825.00
07/28/2014	1	123511	WASTE MANAGEMENT OF MICHIGAN INC	DISPOSAL CHARGES-7/1/14-7/15/14	3,732.63
07/28/2014	1	123512	WEB ASCENDER	WEBSITE HOSTING-JULY/AUG/SEPT 2014	150.00

1 TOTALS:

(1 Check Voided)

Total of 189 Disbursements:	596,698.09
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Bank 10 OWOSSO HISTORICAL FUND

07/03/2014	10	4577	AMERICAN ASSOCIATION FOR STATE	MEMBERSHIP	115.00
07/03/2014	10	4578	DAYSTARR COMMUNICATIONS	PHONE AND INTERNET-CASTLE	135.14
07/03/2014	10	4579	FRONTIER	515 N WASHINGTON ST #3	41.72
07/18/2014	10	4580	CONSUMERS ENERGY	JUNE 2014-515 N WASHINGTON ST	184.52
07/18/2014	10	4581	I60 MEDIA	2500 RACK CARDS FOR HOME TOUR	285.00
07/18/2014	10	4582	INDEPENDENT NEWSPAPERS	OWNTOWN OWOSSO BROCHURE	100.00
07/18/2014	10	4583	LAMPHERE'S	GOULD HOUSE REPAIRS	313.51
07/18/2014	10	4584	MICHIGAN OUTDOOR SERVICES	JUNE 2014-MOW/TRIM GOULD HOUSE (4)	90.00
07/18/2014	10	4585	OFFICE DEPOT	CAMERA CASE	118.45
07/18/2014	10	4586	OWOSSO-WATER FUND	226 CURWOOD CASTLE DR	166.40
07/30/2014	10	4587	CHARTER COMMUNICATIONS	TV FOR 515 N WASHINGTON ST #3	108.45
07/30/2014	10	4588	DAYSTARR COMMUNICATIONS	AUG 2014-PHONE/INTERNET-CURWOOD CASTLE	72.41
07/30/2014	10	4589	GILBERT'S DO IT BEST HARDWARE & APP	SUPPLIES	13.79

10 TOTALS:

Total of 13 Disbursements:	1,744.39
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Bank 2 TRUST & AGENCY

07/18/2014	2	6360	SHIAWASSEE AREA TRANSPORTATION AGEN	REAL/PP COLLECTIONS	6,039.69
07/18/2014	2	6361	SHIAWASSEE COUNTY TREASURER	TRAILER FEES 141 LOTS	352.50
07/18/2014	2	6362	SHIAWASSEE COUNTY TREASURER	REAL/PP TAX COLLECTIONS	253,891.66

2 TOTALS:

Total of 3 Disbursements:	260,283.85
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REPORT TOTALS:

(1 Check Voided)

Total of 205 Disbursements:	858,726.33
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## MEMORANDUM

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

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DATE: August 18, 2014

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Service Department

SUBJECT: Application for Transportation Federal Local Safety Program Funds

**RECOMMENDATION:** I recommend that the City actively seek federal Local Safety Program funds and participate in the proposed road improvements along North Street over Corlett Creek, between Center and Chipman Streets. The Michigan Department of Transportation (MDOT) requires, as part of the application process, that a resolution be adopted by City Council indicating that the application has been reviewed and that the City is actively seeking these funds for improvements on North Street. This resolution appears under the regular order of business.

**BACKGROUND:** The Michigan Department of Transportation has announced its call for applications for federal Local Safety Program funds for roadway safety improvements. The City proposes to replace the box culvert over Corlett Creek, west of Chipman Street. The existing culvert is failing and a 5-Ton weight limit was posted in 2012 as advised by the city's bridge engineering consultant. Traffic is forced to cross Corlett Creek in a one-lane manner. Work scope includes replacing the culvert with a new metal arch or concrete box culvert, road widening, and guardrail replacement; altogether with related work items. North Street is classified as a local street and is eligible for this source of federal funds. This work is scheduled for the 2016 construction season because MDOT requires advance submittal of applications for federal Local Safety Program funded projects. The work will be done in cooperation with the Shiawassee Drain Commission and Shiawassee County Road Commission. This work will restore road quality and service to all modes of traffic.

**FISCAL IMPACTS:** The total estimated cost for this project is \$187,834.00; of which federal Safety Funds, if approved by MDOT, will pay \$150,267.20 and the City's share will be \$37,566.80. The City's share of costs will be funded by its 2010 Unlimited Tax General Obligation Bond Proceeds. The City of Owosso is responsible for providing full design engineering and construction administration services for the project. If MDOT does not approve the project, then it will be delayed until sufficient funds are made available.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING APPLICATION FOR TRANSPORTATION LOCAL  
SAFETY PROGRAM FUNDS FOR NORTH STREET IMPROVEMENTS**

WHEREAS, The City of Owosso, Shiawassee County, Michigan, Public Service Department recommends the reconstruction of a portion of North Street and the replacement of the box culvert over Corlett Creek; and

WHEREAS, the Michigan Department of Transportation offers special funding known as Transportation Local Safety Program funds for this type of work; and

WHEREAS, safety improvement projects must be within an eligible federal-aid urbanized area, such as Owosso; and

WHEREAS, the City of Owosso proposes to procure federal Local Safety Program funds for the purpose of providing an 80 percent (80%) federal match to the City's 2010 Street Bond funds as outlined in its application.

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 proceed with the proposed roadway improvements.
- SECOND: the City of Owosso is actively seeking federal Local Safety Program funds to partially fund the widening and reconstruction of North Street and replacement of the box culvert over Corlett Creek; and is willing to participate in this program.
- THIRD: the appropriate city officials are hereby authorized to sign the application documents and are further authorized to obligate City funds as a match of the project cost up to the amount noted in the application.

August 6, 2014

## Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Marquette, October 15-17, 2014. The League's "Annual Meeting" is scheduled for 11:15 am on Thursday, October 16 in the Lakes Ballroom at the Northern Michigan University. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.  
In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Susan Vasher at the League at 800-653-2483.  
  
B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)  
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by September 16, 2014.
3. Other Business. To transact such other business as may properly come before the meeting.

### Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 24, 2014.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

### 1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is **September 16, 2014**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

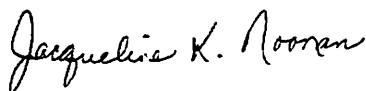
Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

### 3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, October 15 in the Lakes Ballroom at Northern Michigan University for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Jacqueline Noonan  
President  
Mayor of Utica



Daniel P. Gilmartin  
Executive Director & CEO

August 13th, 2014

To Mayor Benjamin Frederick  
Owosso Historical Commission

Thank you for the opportunity to serve on the Owosso Historical Commission. With the increase in duties and projected time commitment required as chairperson , I am unable to fulfill my term.

It is my hope the city and commission will seek creative solutions to the many hurdles facing it, build partnerships and involve itself in community activities to promote the history that surrounds us.

Sincerely,

Joni Forster

To: Owosso City Council  
 From: Charles Rau, Building Official  
 Date: 08/12/2014  
 Subject: Building Department Report for July, 2014

Category	Estimated Cost	Permit Fee	Number of Permits
Demolition	\$0	\$270	2
Electrical	\$0	\$1,065	8
Fence - Residential	\$22,707	\$640	8
Mechanical	\$0	\$1,475	11
Non-Res. Add/Alter/Repair	\$1,000	\$90	1
Plumbing	\$0	\$495	3
Pools	\$0	\$50	1
Res. Add/Alter/Repair	\$168,390	\$3,540	30
Sign	\$3,100	\$180	2
<b>Totals</b>	<b>\$195,197</b>	<b>\$7,805</b>	<b>66</b>

**2013 COMPARISON TOTALS**

		BUILDING PERMITS ONLY	-	44
JULY, 2013 TOTALS	\$219,135	\$5,707		67



# **Enforcements By Category**

08/11/14

1 / 6

July, 2014

## **AUTO REP/JUNK VEH**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0403	E HOWARD ST	REF TO RAU	REF TO RAU	07/01/14		VL
<b>Total Entries:</b>				<u>1</u>		

## **BUILDING VIOL**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0400	1123 N BALL ST	REF TO RAU	Resolved	07/01/14	08/11/14	N
ENF 14-0405	615 W KING ST	LETTER SENT	Resolved	07/03/14	07/11/14	N
ENF 14-0407	300 S CHIPMAN ST	REF TO RAU	REF TO RAU	07/07/14		VAC
ENF 14-0415	524 HARRISON AV	LETTER SENT	Resolved	07/08/14	08/05/14	N
ENF 14-0416	721 N WATER ST	EXTEN GRANTED	Extension Granted	07/09/14		N
ENF 14-0417	229 S CEDAR ST	LETTER SENT	Resolved	07/09/14	07/25/14	COMM
ENF 14-0418	1619 LYNN ST	REF TO RAU	REF TO RAU	07/09/14		VAC
ENF 14-0420	418 W KING ST	E-MAILED JANE	Resolved	07/09/14	07/22/14	APTS
ENF 14-0429	708 WILLOW SPRINGS DR	VERBAL NOTICE	Resolved	07/10/14	07/10/14	N
ENF 14-0430	813 BRADLEY ST	EXTEN GRANTED	REF TO RAU	07/10/14		N
ENF 14-0432	980 CORUNNA AV	LETTER SENT	Resolved	07/10/14	07/28/14	Y
ENF 14-0434	712 CLINTON ST	EXTEN GRANTED	Extension Granted	07/11/14		N
ENF 14-0435	708 CLINTON ST	LETTER SENT	Letter Sent	07/11/14		Y
ENF 14-0454	307 N LANSING ST	VERBAL NOTICE	Resolved	07/14/14	07/15/14	N
ENF 14-0467	807 DIVISION ST	RESOLVED	Resolved	07/16/14	07/24/14	VAC
ENF 14-0475	1542 W MAIN ST	VN SENT	Letter Sent	07/22/14		VAC
ENF 14-0480	1031 S CHIPMAN ST	VERBAL NOTICE	Resolved	07/28/14	07/28/14	N
ENF 14-0484	556 RANDOLPH ST	LETTER SENT	Letter Sent	07/28/14		N
<b>Total Entries:</b>				<u>18</u>		

## **FRONT YARD PARKING**

Previous Status

Status

# **Enforcements By Category**

08/11/14

2 / 6

July, 2014

ENF 14-0406	700 E EXCHANGE ST	REF TO POLICE	Resolved	07/07/14	07/25/14	Y
ENF 14-0471	508 E MASON ST	REF TO RAU	Resolved	07/21/14	07/21/14	Y
<b>Total Entries:</b>				<u>2</u>		

## **GARBAGE & DEBRIS**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0192	1319 W STEWART ST	REF TO POLICE	Resolved	07/19/14	06/04/14	Y
ENF 14-0396	206 CORUNNA AV	REF TO RAU	Resolved	07/01/14	07/31/14	COMM
ENF 14-0402	621 WOODLAWN AV	RESOLVED	Resolved	07/01/14	07/29/14	REPO
ENF 14-0410	838 WOODLAWN AV	REF TO POLICE	Resolved	07/07/14	07/14/14	Y
ENF 14-0411	1704 W STEWART ST	RESOLVED	Resolved	07/07/14	07/29/14	Y
ENF 14-0419	216 N DEWEY ST	E-MAILED JANE	Resolved	07/09/14	07/22/14	Y
ENF 14-0437	820 S LYON ST	REF TO POLICE	Resolved	07/11/14	07/20/14	Y
ENF 14-0439	433 E COMSTOCK ST	LETTER SENT	Resolved	07/11/14	07/24/14	Y
ENF 14-0440	115 S LANSING	REF TO POLICE	Resolved	07/11/14	08/11/14	Y
ENF 14-0448	709 WILTSHIRE DR	REF TO POLICE	Resolved	07/14/14	07/28/14	VAC
ENF 14-0463	214 N LANSING ST	REF TO RAU	Resolved	07/14/14	07/25/14	Y
ENF 14-0469	720 E OLIVER ST	RESOLVED	Resolved	07/18/14	07/25/14	Y
ENF 14-0481	415 GENESEE ST	REF TO RAU	Resolved	07/28/14	07/29/14	Y
ENF 14-0487	229 S CEDAR ST	REF TO RAU	REF TO RAU	07/29/14		COMM
ENF 14-0493	540 E MASON ST	REF TO POLICE	REF TO POLICE	07/31/14		Y
<b>Total Entries:</b>				<u>15</u>		

## **LAWN MAINTENANCE**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0397	232 HOYT ST	RESOLVED	Resolved	07/01/14	07/24/14	N
ENF 14-0398	714 N BALL ST	RESOLVED	Resolved	07/01/14	07/09/14	N
ENF 14-0399	1232 W MAIN ST	RESOLVED	Resolved	07/01/14	07/24/14	VAC

# **Enforcements By Category**

08/11/14

3 / 6

July, 2014

ENF 14-0401	1300 JACKSON DR	RESOLVED	Resolved	07/01/14	07/17/14	VAC
ENF 14-0404	930 JEROME AV	RESOLVED	Resolved	07/03/14	07/24/14	VAC
ENF 14-0408	601 DIVISION ST	RESOLVED	Resolved	07/07/14	07/17/14	VAC
ENF 14-0409	1230 N SHIAWASSEE ST	RESOLVED	Resolved	07/07/14	07/24/14	VAC
ENF 14-0412	838 WOODLAWN AV	RESOLVED	Resolved	07/07/14	07/14/14	Y
ENF 14-0424	309 N HICKORY ST	RESOLVED	Resolved	07/10/14	07/29/14	VAC
ENF 14-0425	216 S ELM ST	RESOLVED	Resolved	07/10/14	07/22/14	VAC
ENF 14-0427	921 N BALL ST	RESOLVED	Resolved	07/10/14	07/11/14	VAC
ENF 14-0428	902 N CHIPMAN ST	RESOLVED	Resolved	07/10/14	07/11/14	Y
ENF 14-0436	1260 ADAMS ST	RESOLVED	Resolved	07/11/14	07/24/14	VAC
ENF 14-0443	221 W STEWART ST	RESOLVED	Resolved	07/14/14	07/29/14	VAC
ENF 14-0446	709 WILTSHIRE DR	RESOLVED	Resolved	07/14/14	07/29/14	VAC
ENF 14-0447	842 E COMSTOCK ST	RESOLVED	Resolved	07/14/14	07/29/14	N
ENF 14-0455	556 RANDOLPH ST	LETTER SENT	Letter Sent	07/15/14		N
ENF 14-0468	912 W MAIN ST	RESOLVED	Resolved	07/18/14	07/28/14	VAC
ENF 14-0472	205 E STEWART ST	RESOLVED	Resolved	07/22/14	08/11/14	N
ENF 14-0473	520 E MASON ST	RESOLVED	Resolved	07/22/14	08/01/14	YES
ENF 14-0476	1600 W MAIN ST	WO SUBMITTED	WO Submitted	07/24/14		YES
ENF 14-0477	902 CORUNNA AV	RESOLVED	Resolved	07/24/14	08/01/14	N
ENF 14-0478	422 BRANDON ST	RESOLVED	Resolved	07/25/14	08/11/14	N
ENF 14-0482	302 S SHIAWASSEE ST	RESOLVED	Resolved	07/28/14	08/01/14	VAC
ENF 14-0483	1018 BEEHLER ST	WO SUBMITTED	WO Submitted	07/28/14		VAC
ENF 14-0485	732 BRADLEY	WO SUBMITTED	WO Submitted	07/29/14		N
ENF 14-0486	731 JEROME AV	RESOLVED	Resolved	07/29/14	08/11/14	N
ENF 14-0489	1445 W KING ST	LETTER SENT	Letter Sent	07/30/14		VAC
ENF 14-0490	344 W MAIN ST	RESOLVED	Resolved	07/30/14	08/11/14	Y
ENF 14-0492	724 LINCOLN AV	RESOLVED	Resolved	07/30/14	08/11/14	Y
ENF 14-0494	915 CORUNNA AV	WO SUBMITTED	WO Submitted	07/31/14		VAC

# **Enforcements By Category**

08/11/14

4 / 6

July, 2014

**Total Entries:** 31

## **MULTIPLE VIOLATIONS**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0426	921 N BALL ST	REF TO SEVERAL	Resolved	07/10/14	07/21/14	N
ENF 14-0470	520 E MASON ST	REF TO RAU	REF TO RAU	07/21/14		Y
<b>Total Entries:</b>				2		

## **RENTAL UNIT VIOL**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0414	1013 RYAN ST	REF TO RAU	Complaint Logged	07/08/14		Y
ENF 14-0433	700 WRIGHT AV	LETTER SENT	Letter Sent	07/11/14		Y
ENF 14-0441	820 S LYON ST	LETTER SENT	Resolved	07/11/14	07/15/14	N
ENF 14-0442	638 N SAGINAW ST	LETTER SENT	Letter Sent	07/11/14		Y
<b>Total Entries:</b>				4		

## **SIGN VIOL**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0438	815 W OLIVER ST	REF TO RAU	Resolved	07/11/14	07/15/14	N
<b>Total Entries:</b>				1		

## **VACANT PROPERTY REG**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0413	930 JEROME AV	LETTER SENT	Letter Sent	07/08/14		VAC
ENF 14-0422	1619 LYNN ST	LETTER SENT	Resolved	07/09/14	07/11/14	VAC
ENF 14-0423	300 S CHIPMAN ST	LETTER SENT	Letter Sent	07/09/14		VAC
ENF 14-0431	1018 BEEHLER ST	LETTER SENT	Letter Sent	07/10/14		VAC
ENF 14-0444	1230 S SHIAWASSEE ST	LETTER SENT	Resolved	07/14/14	07/16/14	VAC
ENF 14-0445	990 CORUNNA AV	LETTER SENT	Resolved	07/14/14	07/24/14	VAC

## **Enforcements By Category**

08/11/14

5 / 6

July, 2014

ENF 14-0449	528 GARFIELD AV	LETTER SENT	Letter Sent	07/14/14		VAC
ENF 14-0450	125 LAFAYETTE BL	LETTER SENT	Resolved	07/14/14	07/21/14	VAC
ENF 14-0451	319 E MAIN ST	LETTER SENT	Letter Sent	07/14/14		VAC
ENF 14-0452	120 N DEWEY ST	LETTER SENT	Letter Sent	07/14/14		VAC
ENF 14-0453	709 WILTSHIRE DR	LETTER SENT	Letter Sent	07/14/14		VAC
ENF 14-0456	1013 S CEDAR ST	LETTER SENT	Resolved	07/15/14	07/17/14	VAC
ENF 14-0457	433 E MASON ST	LETTER SENT	Resolved	07/15/14	07/30/14	VAC
ENF 14-0459	719 ABREY AV	LETTER SENT	Resolved	07/15/14	08/04/14	VAC
ENF 14-0460	535 N GOULD ST	LETTER SENT	Letter Sent	07/15/14		VAC
ENF 14-0461	706 WILTSHIRE DR	LETTER SENT	Letter Sent	07/15/14		VAC
ENF 14-0462	535 N CHIPMAN ST	LETTER SENT	Letter Sent	07/15/14		VAC
ENF 14-0464	119 ELIZABETH ST	LETTER SENT	Letter Sent	07/15/14		VAC
ENF 14-0465	311 DIMMICK ST	LETTER SENT	Letter Sent	07/15/14		VAC
ENF 14-0466	826 HAMMONT ST	LETTER SENT	Letter Sent	07/15/14		VAC
ENF 14-0474	980 CORUNNA AV	LETTER SENT	Resolved	07/22/14	08/11/14	VAC
ENF 14-0479	621 WOODLAWN AV	LETTER SENT	Letter Sent	07/25/14		VAC
ENF 14-0491	1445 W KING ST	LETTER SENT	Letter Sent	07/30/14		VAC

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**Total Entries:** 23

### **ZONING**

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 14-0421	121 S BROOKS ST	REF TO RAU	Resolved	07/09/14	08/04/14	N
ENF 14-0458	1312 S CHIPMAN ST	REF TO RAU	Resolved	07/15/14	07/29/14	N

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**Total Entries:** 2

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**Total Records: 99**

Total Pages: 5

# **Enforcements By Category**

July, 2014

08/11/14

6 / 6

## RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental

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

APTS - Apartment Building

COMM - Commercial

REPO - Repossession

TRAIL - Trailer Park

VAC - Vacant House

VL - Vacant Lot

IND - Industrial

HOME OCC - Home Occupation



## OWOSSO PUBLIC SAFETY

Director of Public Safety  
Kevin Lenkart

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

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# *MEMORANDUM*

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DATE: August 13, 2014  
TO: Owosso City Council  
FROM: Kevin Lenkart  
RE: July 2014 report

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

Also included is the Burning Violation – No Citation Issued report for July 2014. There were no burning violations where a citation was issued for July 2014.



## Case Assignment/Clearance Report For July, 2014

July 2014

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
PART I OFFENSES					
ROBBERY	0	0	0	0	0 %
AGGRAVATED ASSAULT	6	6	18	13	72 %
BURGLARY	5	5	28	29	103 %
LARCENY	36	37	120	93	77 %
MOTOR VEHICLE THEFT	0	0	8	8	100 %
SIMPLE ASSAULT	7	7	50	40	80 %
ARSON	0	0	1	1	100 %
FORGERY & UTTERING	0	0	3	2	66 %
COUNTERFEITING	0	1	3	1	33 %
FRAUD	3	4	49	20	40 %
EMBEZZLEMENT	1	1	2	2	100 %
WEAPON CRIMES- CARRY, POSS,	1	1	1	1	100 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	0	0	5	1	20 %
NARCOTICS VOLIATIONS	11	11	46	32	69 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	2	0	0 %
SEX OFFENSES 2	1	4	22	17	77 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDDNAPPING	0	0	0	0	0 %
BURGLARY RESIDENTIAL	2	0	10	0	0 %
BURGLARY COMMERCIAL	0	0	1	1	100 %
RESISTING/OBSTRUCTING	1	1	3	2	66 %
PART I OFFENSES	74	78	372	263	70 %
PART II OFFENSES					
PAROLE/PROBATION VIOLATION	3	3	13	14	107 %
NATURAL DEATH	1	1	14	7	50 %
RETAIL FRAUD	2	3	8	8	100 %
RUNAWAY	4	3	35	20	57 %
VIOLATION PPO/ COURT ORDER	0	0	2	3	150 %



Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	0	0	0	2	0 %
TRAFFIC OFFENSES OTHER	2	2	41	14	34 %
CRIMINAL CASE OTHER	0	0	0	0	0 %
WARRANT ARREST	16	17	106	84	79 %
SUSPICIOUS CIRCUMSTANCES	3	1	18	9	50 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	3	2	43	30	69 %
DOMESTIC ASSAULT/SITUATION	14	14	111	71	63 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	12	40	49	73	148 %
RECOVERED PROPERTY	0	0	0	0	0 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	0	0	5	2	40 %
DOA	0	0	0	0	0 %
ANIMAL COMPLAINTS	2	2	11	7	63 %
MISSING PERSON	0	0	0	0	0 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	0	0	2	0	0 %
TRAFFIC - HIT & RUN	3	2	39	23	58 %
FIRES - NOT ARSON	0	0	3	1	33 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	19	17	88	67	76 %
CRIMES AGAINST FAMILY &	4	2	9	6	66 %
DRIVING WHILE IMPAIRED	4	4	24	26	108 %
LIQUOR LAW VIOLATIONS	4	3	23	12	52 %
DISORDERLY CONDUCT	1	1	19	9	47 %
OTHER CRIMES	24	25	130	111	85 %
IMPOUND / TOW FOLLOW-UP	0	0	0	0	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	23	23	235	181	77 %
THREATS	0	0	4	3	75 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	20	22	69	47	68 %
<i>PART II OFFENSES</i>	<i>164</i>	<i>187</i>	<i>1,101</i>	<i>830</i>	<i>75 %</i>
<b>Grand Totals:</b>	<b>238</b>	<b>265</b>	<b>1,473</b>	<b>1,093</b>	<b>74 %</b>

**Field Contact By Reason Summary Report**

Date Range: 07/01/2014 - 07/31/2014, Agency: OWPD

<b>Reason for Contact</b>	<b>Count</b>
911 Hang Up	18
Abandoned Vehicle	1
False Alarm Commercial	18
False Alarm Residential	2
All Other Service Reports	11
Animal Complaints Other	23
Assist Ambulance	7
Assist To Other Dept	18
Attempt To Locate	15
Attempt Suicide	1
Barking Dog	7
Burning Ordinance	11
Careless Driving	1
Civil Dispute	14
Deliver Emergency Message	1
Disturbance	8
Fight / No Assault	2
Fireworks	22
Found Property	4
Gun Permit/register	24
Harrassment	18
Homeless Voucher	1
Investigate Vehicle	1
Loud Music	7
Loud Party	4
Motorist Assist	2
Open Door	1
Ordinance Violation	7
Parking Problem	10
Pawn Ticket	160
Peace Officer	14
Private Property Pda / Non Reportable	1
Reckless Driver	5

<b>Reason for Contact</b>	<b>Count</b>
Road Hazard	6
Suspicious Person	24
Suspicious Situation	55
Suspicious Vehicle	16
Trouble With Kids	30
Trouble With Neighbor	20
Trouble With Subject	56
Trash Complaint	1
Phone Harassment	3
Unwanted Subject	9
Vacation Check	2
Vehicle Inspection	1
Warrant Arrest	2
Welfare Check	34
Wire Down	2
Work Traffic	99

**BURNING VIOLATIONS - NO CITATION ISSUED**

July 2014

CASE_ID	FCDATE	STREET	STREET
201403891	07/04/2014 11:43:00	440	W CURWOOD DR
201403899	07/04/2014 19:41:00	899	W RIVER ST/N LANSING ST
201403914	07/05/2014 12:46:00	752	S ALGER AVE
201404081	07/10/2014 20:57:00	900	W BEEHLER ST
201404176	07/14/2014 18:26:00	620	S ALGER AVE
201404243	07/17/2014 16:57:00	710	W LYNN ST
201404290	07/19/2014 19:16:00	299	N HOWELL ST/W RIVER ST
201404291	07/19/2014 20:36:00	906	S NAFUS ST
201404372	07/22/2014 20:06:00	214	W CASS ST
201404392	07/23/2014 17:39:00	1404	W MAIN ST
201404454	07/25/2014 22:26:00	721	N WASHINGTON ST



## OWOSSO PUBLIC SAFETY

Director of Public Safety  
Kevin Lenkart

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

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# MEMORANDUM

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DATE: August 14, 2014  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: July Fire & Ambulance Report

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During the month of July 2014:

Fire Department responded to 231 Ambulance calls.

Fire Department responded to 18 Fire calls.

- 1 – Power line down
- 5 – Accidents
- 1 – Gas leak or smell
- 5 – False Alarm
- 1 – Smoke Detectors
- 1 – Vehicle fire
- 1 – Cooking fire
- 1 – Smoke
- 1 – Burning violation
- 1 – Container fire

REGULAR MEETING MINUTES  
OWOSSO DDA / MAIN STREET  
Council Chambers, City Hall  
July 2, 2014 – 7:30 am.

MEETING CALLED TO ORDER at 7:35 a.m. by Bill Gilbert.

ROLL CALL was taken by Secretary Alaina Kraus.

MEMBERS PRESENT: Authority Members Benjamin Frederick (7:37am), Dawn Gonyou, Bill Gilbert, Ken Cushman, Lance Omer, Secretary Alaina Kraus, and Treasurer James Demis

MEMBERS ABSENT: Chairman Dave Acton, Authority Members Meredith Landino,

OTHERS PRESENT: Josh Adams, DDA /Owosso Main Street Manager; Susan Montenegro, City of Owosso; Helen Granger, The Independent (7:40); Kevin Lenkart, Public Safety (7:50)

AGENDA:

MOTION BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY MEMBER KRAUS TO APPROVE THE AGENDA FOR JULY 2, 2014.

YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE MINUTES FOR THE MEETING OF JUNE 4, 2014.

YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

COMMITTEE UPDATES

1. Design – Authority Member Bill Gilbert

The parking subcommittee had their first meeting last week on June 26, 2014. The committee will meet every two weeks to work on a recommendation to the Design Committee who will then make a recommendation to the Board and on to the Council. The committee represents a variety of interests with representatives from several businesses, enforcement, etc.

At the meeting, they discussed the need for brackets for the hanging baskets, moving forward on wayfinding, and fundraising.

2. Economic Restructuring – Authority Member Omer

Discussion of employee and business welcome plans and how to get those to the DDA. They also worked on how to present the Market Study and will begin with the 8 am business meetings. A retail and merchandising workshop will be done by

Emily Pantera from Michigan Main Street. It is a 12 hour workshop and several businesses will be chosen to work with one on one. The façade grants are going well with more interest than we have grants available. Two members went to the SEDP seminar on dressing your community for success.

### 3. Organization – Manager Adams

The main thrust of the meeting was that a lot of work plans are associated with the International Baccalaureate program and currently the students are on break, so the committee needs other work plans for the interim. One suggestion was a summer picnic in collusion with the Farmer's Market at the Amphitheatre to give families a location for such and a forum to find out what is going on.

Kraus has also been working on improving the website including updates to the theme and information that is being presented.

### 4. Promotion – Manager Adams

Sidewalk Sales will be happening July 17-19. Tour Our Town is an event where all of the non-profits will be opening their doors for tours to the community August 23<sup>rd</sup>.

Image Builders is developing a banner strategy for downtown as a way for businesses to communicate along the main streets. Adams is looking for ways to fundraise for brackets.

The business owner subcommittee met with the Blanana business loyalty app, which is based out of Woodard Station. This gives people sales and loyalty information as well as giving cross promotion.

### ITEMS OF BUSINESS:

#### 1. CHECK REGISTER APPROVAL.

With the Farmer's Market no longer working through the Main Street the number of checks have been reduced greatly and all checks in this period were routine.

SEE BOARD PACKET FOR CHECK REGISTER

MOTION BY AUTHORITY MEMBER KRAUS, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE CHECK REGISTER FOR JUNE 2014 AS PRESENTED. YEAS ALL. MOTION CARRIED.

#### 2. BUDGET REPORT.

As we wrap up the fiscal year, there are a few bills still being processed, but we came in under budget and will have put a couple of thousand dollars into our cash reserve. Each area was under budget as well as being under budget overall, which keeps us in compliance with state law.

MOTION BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE CHECK REGISTER FOR JUNE 2014 AS PRESENTED.

YEAS ALL. MOTION CARRIED.

### 3. DIG UPDATE (SUSAN M & JOSH A).

A meeting was held with the MEDC about concerns with grant funding around the Armory project and the grant is an all or nothing situation. The council shares those concerns. Bid packets are going out to contractors on July 8 with a request to have them back by August 5. These concerns have been shared with the Armory project as well and requested a letter of commitment by August 11. Assuming the letter comes through, the bids will be taken to council on August 18<sup>th</sup> with the intent to break ground at the end of August. If the financing is not through at that point then the intent is to pull back and reapply in 2016. The city has spent about \$100,000 thus far on engineering, but it can carry over and leaves us in a position of being shovel ready either way.

### PUBLIC / BOARD / STAFF COMMENTS:

Adams reminded the board about the self-assessment surveys . Gilbert reminded the board to pay attention to the scale and be certain that the responses are in line with that. Surveys are due by August 8.

Gilbert commented that he does not think we've ever had such big and beautiful bridge baskets. He gave kudos to Omer for starting that process.

Frederick shared that we have had a critical mass of vandalism of late including at the playscape and splash pad. Some of this has been significant like the caving in of all of the new picnic tables at the Emerson pavilion. A discussion is starting on how to draw attention and shame to individuals who are participating in this without bringing in a lot of signs everywhere. It's disheartening to those who are volunteering their time and money to city improvements. He requested that the board think on any ideas of what more can be done. Public safety has gotten reports, but has not yet caught anyone in the act. Demis reinforced that it needs to be something we all pay attention to and report.

Frederick mentioned that the beds by Dollar General and Curwood Park are also in need of attention. It isn't known who the landowner is, but Gilbert is willing to contact them if it is found out. He can bring get the beds taken care of, but the weeds are incredibly tall at this point along the building as well. Gilbert also mentioned that the problem is true along Comstock between S. Washington and Water.

Cushman mentioned putting up information with who should be notified if there is suspicious activity. Montenegro mentioned a neighborhood watch program. Adams mentioned the power of having a camera present.



MOTION MADE BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY  
MEMBER GONYOU TO ADJOURN AT 8:24 AM.  
YEAS ALL. MOTION CARRIED.

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Alaina Kraus, Secretary

REGULAR MEETING MINUTES  
OWOSSO DDA / MAIN STREET  
Council Chambers, City Hall  
August 6, 2014 – 7:30 am.

MEETING CALLED TO ORDER at 7:35 a.m. by Dave Acton.

ROLL CALL was taken by Secretary Alaina Kraus.

MEMBERS PRESENT: Chairman Dave Acton, Authority Members Benjamin Frederick, Bill Gilbert, Ken Cushman, Secretary Alaina Kraus, and Treasurer James Demis

MEMBERS ABSENT: Authority Members Meredith Landino, Dawn Gonyou, and Lance Omer.

OTHERS PRESENT: Josh Adams, DDA /Owosso Main Street Manager; Susan Montenegro, City of Owosso; Helen Granger, Independent (7:43), Kevin Lenkart, Public Safety (8:08)

AGENDA:

MOTION BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE AGENDA FOR AUGUST 6, 2014.  
YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE MINUTES WITH MODIFICATION OF OMEN TO OMER UNDER THE AGENDA FOR THE MEETING OF JULY 2, 2014.  
YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

COMMITTEE UPDATES

1. Design – Authority Member Bill Gilbert

We are two-thirds of the way through the flower program and the watering costs are much lower with the low heat and more rain this summer. The façade program is looking good and generating more interest. The wayfinding committee is working on finding sponsors for signs. One is already claimed. The bike racks are in progress at Baker. Several new projects are in developmental phase including geocaching and historic photos and potentially a historic coloring book.

A parking subcommittee was organized to address parking downtown, which met three times and will be addressed later in the agenda.

2. Economic Restructuring – Jim Demis/Manager Adams

Most of the time at the meeting was spent on the Retail Merchandising seminar coming up on October 6<sup>th</sup> with the consultant brought in by Michigan Main Street. There will also be 8-10 businesses getting hands on work with the consultant along with a public workshop.

There are also several low budget work plans in progress.

A local software developer is working on a loyalty program called Blanana that does cross promotions through downtown. They're working on the right price point.

### 3. Organization – Manager Adams

An information booth at the Farmer's Market will be happening every weekend except this coming weekend. The drinking glass sales are going well, especially the Curwood Castle glass. They are working on developing new fundraising sources. One idea is a water festival/slip-n-slide with a 5k in the summer.

### 4. Promotion – Manager Adams

Sidewalk Sales happened in July and were a big success for local retailers. They are working on ways to drive more traffic on Thursday and Friday. Over 40 chalk artists participated and the market saw an increase as well. Image Builders is working on raising money for brackets.

Planning the Art Walk on Sept 12. Tour Our Town is August 23<sup>rd</sup>. GLOW meetings start soon.

Historically the design committee decided to get rid of banners because they weren't being done well and so Gilbert expressed concern that there be a sign plan. Image Builders will be presenting to the Design Committee this coming month.

September 20<sup>th</sup> is the Owosso Home Tour and will be highlighting the downtown.

### ITEMS OF BUSINESS:

#### 1. CHECK REGISTER APPROVAL.

SEE BOARD PACKET FOR CHECK REGISTER

MOTION BY AUTHORITY MEMBER FREDERICK, SUPPORTED BY AUTHORITY MEMBER KRAUS TO APPROVE THE CHECK REGISTER FOR JULY 2014 AS PRESENTED.

YEAS ALL. MOTION CARRIED.

#### 2. BUDGET REPORT.

We are now entering our new year and Adams has a meeting with a Quickbooks specialist to finalize the budget in Quickbooks. He hopes that he will be able to do a monthly and yearly breakdown each month going forward.

Demis asked about the \$12,017.50 under bond expenses. Adams explained that that is from the Park Street sidewalk project completed in the spring.

Damage to the irrigation was largely caused by volunteers, so education will be a focus next year to avoid further damage. There is also a team who can fix the irrigation system as it is being worked on. Next year the shrubs in Main Street Plaza will need professional work. This will go through the Design Committee

### 3. DOWNTOWN PARKING SUB-COMMITTEE RECOMMENDATIONS

In June a sub-committee was tasked to address downtown parking and met three times through June and July. The focus was on Parking Ordinances and Traffic Orders. The recommendation is to create an exemption within the ordinance that removes parking restrictions for customers only. This would not include owners and employees. DPW has been able to work with businesses on this in the past.

Another overriding concern in discussions was that customers have access to street parking, not owners/employees, so all street parking is left at 2 hours. The committee tried to set-up to incentivize longer parking in parking lots as opposed to the street.

There has been talk of a 'cumulative' 2-hour parking, but it is actually an attempt to evade aka the movement of a couple of spots as enforcement is approaching to ticket.

All lots are enforced via traffic order, so the sub-committee went through every lot and proposed changes by lot with consideration for location and history. One concern that came up while putting together documentation is that parking lots with all day parking and overnight parking is that people could leave vehicles long term. The suggestion has been put forward that it be a 72 hour restriction to keep this from occurring.

With the exception of two small, central lots; all parking lots are recommended to be rolled over to 4-hour or all-day parking.

Frederick brought up passes for employees giving them specific rights. Adams shared that the differentiation between residential and employee permits came up in the last meeting and discussion has started on ways to adjust that system moving forward. This would be a shift from designated leased spots to designated customer parking.

Demis brought up cost of signage and Adams said we would get creative as necessary to get signage taken care of.

**MOTION BY AUTHORITY MEMBER DEMIS, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE PARKING SUB-COMMITTEE RECOMMENDATIONS AS**

PRESENTED AND SUBMIT THE RECOMMENDATIONS TO CITY COUNCIL FOR APPROVAL.  
YEAS ALL. MOTION CARRIED.

4. DIG UPDATE (SUSAN M).

The DIG grant is broken out into multiple sections. Bids were due in yesterday, but only one bid was put in and it was twice the estimated amount for that section of work. Without contractors the work cannot be completed at this time.

The Armory is still looking at getting a CRP Grant from the MRDC. It is pretty certain that they will get that, but it won't come until the end of their construction timeline. Security Credit Union requires 25% up front, which is what this grant will go through. They have applied for a federal waiver, but it takes up to 45 days for that to come through. Deason is working on a gap loan as a plan B. They did approach the city, but it is unknown if the city has the capability to cover that loan amount.

PUBLIC / BOARD / STAFF COMMENTS:

MOTION MADE BY CHAIR ACTON, SUPPORTED BY AUTHORITY MEMBER KRAUS  
TO ADJOURN AT 8:36 AM.  
YEAS ALL. MOTION CARRIED.

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Alaina Kraus, Secretary

**MINUTES  
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION  
Council Chambers, City Hall  
August 11, 2014 – 7:00 pm**

**CALL TO ORDER:** Meeting was called to order at 7:00 p.m. by Chairman William Wascher.

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

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

**MEMBERS PRESENT:** Chairman William Wascher, Vice-Chairman Frank Livingston, Secretary Tom Kurtz, Commissioners David Bandkau, Mike O'Leary, Thomas Taylor, Craig Weaver and Randy Woodworth.

**MEMBERS ABSENT:** Commissioner Brent Smith.

**OTHERS PRESENT:** Susan Montenegro, Assistant City Manager and Director of Community Development; Charles Rau, Building Official; Mr. Scott Perrin of Perrin Construction representing the owners of 1400 E. Monroe, Tri-Mer Corporation. Christian Van Epps, Shiawassee Economic Development Corporation and John Horvath.

**AGENDA APPROVAL:**

**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER WEAVER TO APPROVE THE AGENDA FOR AUGUST 11, 2014.**

**YEAS ALL. MOTION CARRIED.**

**COMMUNICATIONS:**

1. Staff memorandum
2. Site Plan submission – 1400 E. Monroe

**COMMISSIONER / PUBLIC COMMENTS:** None

**PUBLIC HEARING:** None

**SITE PLAN REVIEW: 1400 E. MONROE**

Mr. Scott Perrin of Perrin Construction in Durand noted that the owner of Tri-Mer was out of town and that he would be presenting the site plan for the construction of a new building. The company makes pollution control equipment and because they can't produce and assemble the product quickly enough, they need this new building. Eventually they would like to add onto this building also.

Mr. Perrin stated the building will have new gas, water, and restrooms; a rolling crane inside; and overhead front doors. The building will have drain spouts to the east and the parking lot will drain east and north to a ditch and underground drain tile. There is also a ditch on the east side of the property.

Ms. Montenegro noted that the Building Official, Charles Rau, stated there is a 60 foot setback on McMillan and South Street on the corner lots rather than the 30 foot setbacks for any future buildings. Mr. Rau also mentioned there is a future retention pond planned by RWI on the same property.

Mr. Perrin has already made plans for Consumers Energy to move the overhead wires and pole

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER LIVINGSTON THAT THE OWOSSO PLANNING COMMISSION HEREBY APPROVES THE SITE PLAN FOR 1400 E. MONROE STREET.**

**YEAS: ALL.**

**MOTION CARRIED.**

**COMMISSIONER / PUBLIC COMMENTS:**

Christian Van Epps, Shiawassee Economic Development Corporation, introduced himself. He was at the meeting to show support for this project. He is a former Owosso Fellow and has just been hired in at the Chamber of Commerce as a Project Specialist.

**ADJOURNMENT:**

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER WOODWORTH TO  
ADJOURN AT 7:17 P.M.  
YEAS ALL. MOTION CARRIED.**

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Tom Kurtz, Secretary

mms