# CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL TUESDAY, JANUARY 19, 2016 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 JANUARY 4, 2016:

# ADDRESSING THE CITY COUNCIL

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

# PROCLAMATIONS / SPECIAL PRESENTATIONS

1. <u>Curwood Festival Donation</u>. Presentation of the annual \$1,000 donation for maintenance of Curwood Castle from the Curwood Festival.

# **PUBLIC HEARINGS**

1. <u>Special Assessment District No. 2016-01</u>. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2016-01 for Gould Street from Corunna Avenue to Main Street for street resurfacing.

# **CITIZEN COMMENTS AND QUESTIONS**

### CITY MANAGER REPORT

# **CONSENT AGENDA**

1. <u>Boards and Commissions Appointment</u>. Approve the following Mayoral Boards and Commissions appointment:

Name	Board/Commission	Term Expires
Theresa Trecha	Downtown Development Authority/ Main Street Board	06-30-2019

- 2. Equalizing Downtown Parking Times. Approve amendments to Traffic Control Order Nos. 1173.5 and 1208 to allow four (4) hour parking in Lots 7 and 13, bringing them in line with other downtown parking lots.
- 3. <u>Purchase Authorization Water Filtration and Wastewater Fleet Pickup Trucks.</u> Authorize purchase of three Ford pickup trucks for use at the Water Filtration and Wastewater Plants from Signature Ford Lincoln Mercury in the amount of \$78,955.00 utilizing State Contract No. 071B1300009, and further authorize payment to the vendor upon satisfactory delivery of the vehicles.
- 4. <u>Purchase Authorization Snow Plows</u>. Authorize the purchase and installation of three truckmounted snow plows from D & G Equipment, Inc. in the amount of \$15,300.00 and further authorize payment to the vendor upon satisfactory delivery and installation of said equipment.
- 5. Warrant No. 516. Authorize Warrant No. 516 as follows:

Vendor	Description	Fund	Amount
Logicalis, Inc.	Network engineering services- December 2015	Various	\$ 6,272.00
William C. Brown, PC	Professional services- December 10, 2015-January 11, 2016	General	\$10,123.36
Owosso Charter Township	Owosso charter township 2011 water agreement payment- October 1, 2015-December 31, 2015	Water	\$ 9,602.46
Caledonia Charter Township	Caledonia utility fund payment- October 1, 2015-December 31, 2015	Water	\$20,132.77

6. <u>Check Register – December 2015</u>. Affirm check disbursements totaling \$1,049,858.05 for the month of December 2015.

# **ITEMS OF BUSINESS**

- Easement Agreement Southwind Restaurants, LLC. Consider granting an easement to Southwind Restaurants, LLC to allow access to their property from the alley south of their property at 910 East Main Street.
- 2. <u>Waiver of Reversionary Clause Osburn Lakes Lot 50</u>. Consider agreement waiving the City's right to repurchase Lot 50 of the Osburn Lakes Residential Site Condominium development. (Postponed from December 21, 2015 meeting.)
- 3. <u>Property Sale Vacant Land along Gould Street and Wright Avenue</u>. Consider sale of vacant property along Gould Street and Wright Avenue to Michael Cline for \$1,000.00.
- 4. MDOT Performance Resolution. Authorize resolution outlining the City's responsibilities in relation to the granting of permits by MDOT to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and/or under a State Highway right of way.

# **COMMUNICATIONS**

- 1. Michigan Liquor Control Commission. Liquor License Transfer Niche Industries, LLC
- 2. Charles P. Rau, Building Official. December 2015 Building Department Report.
- 3. Charles P. Rau, Building Official. December 2015 Code Violations Report.
- 4. Kevin D. Lenkart, Public Safety Director. December 2015 Police Report.
- 5. Kevin D. Lenkart, Public Safety Director. December 2015 Fire Report.
- 6. Historical Commission. Minutes of December 14, 2015.

# **CITIZEN COMMENTS AND QUESTIONS**

# **NEXT MEETING**

Monday, February 01, 2016

# **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate (2), both terms expire June 30, 2018 Board of Review – term expires December 31, 2020

# **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 <a href="https://www.ci.owosso.mi.us">www.ci.owosso.mi.us</a>.

# CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MINUTES OF JANUARY 4, 2016 7:30 P.M.

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

**OPENING PRAYER:** PASTORAL ASSOCIATE EDWARD HORSKI

ST. PAUL AND ST. JOSEPH CATHOLIC CHURCHES

PLEDGE OF ALLEGIANCE: OWOSSO RESIDENT MIKE KOVICH

PRESENT: Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth,

Councilpersons Burton D. Fox, Elaine M. Greenway, Michael J. O'Leary,

and Robert J. Teich, Jr.

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

Mayor Frederick expressed the condolences of the Council to Councilperson Bailey on the occasion of her mother's passing.

# APPROVE AGENDA

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

Move Consent 1. Planning Commission Request... to Items of Business 3.

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

# APPROVAL OF THE MINUTES OF REGULAR MEETING OF DECEMBER 21, 2015

Mayor Frederick asked that his comments regarding the pending State bills related to medical marijuana and the City's zoning ordinance be clarified by removing the words "rendering them moot".

Motion by Mayor Pro-Tem Eveleth to approve the Minutes of the Regular Meeting of December 21, 2015 with the change requested.

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

# PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

### **PUBLIC HEARINGS**

### Rezoning Request - 820 East Main Street

A public hearing was conducted to receive citizen comment regarding the request to rezone the property at 820 East Main Street from RM-1, Multi-Family Residential District, to B-4, General Business District.

There were no citizen comments received prior to, or during the meeting.

Councilperson Fox inquired whether the properties in between this home and the Qdoba development would be up for rezoning consideration in the near future to keep the zoning designation consistent. It was noted they would.

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Mayor Pro-Tem Eveleth that the following ordinance be adopted:

### **ORDINANCE NO. 776**

# AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES TO REZONE A PARCEL OF REAL PROPERTY ON 820 E. MAIN STREET AND AMEND THE ZONING MAP

WHEREAS, the city of Owosso received a petition from a land owner of real property identified as 820 E. Main Street, parcel 050-580-000-068-00, LOTS 78 & 79 STAFFORD GARDNER & TRANKLES CENTRAL ADD EXC N 5' OF LOT 79, to rezone the parcel from RM-1 Residential-Multiple Family District to B-4 General Business District; and

WHEREAS, the planning commission published the request, held a public hearing on the request, and deliberated on the request; and

WHEREAS, the city staff and planning commission recommend, without reservations or conditions, the rezoning of parcel 050-580-000-068-00, 820 E. Main Street from RM-1 Residential-Multiple Family District to B-4 General Business District; and

WHEREAS, the City Council held a public hearing January 4, 2016 and there being no one to be heard, they deliberated on the request; and

WHEREAS, the City Council find that the zoning petition meets the intent and criteria for a zoning map amendment, specifically as it relates to the requirements of Section 38-555 of the Code of Ordinances of the City of Owosso.

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

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

Parcel Address	Parcel Number	Current Zoning	Amended Zoning
820 E. Main Street	050-580-000-068-00	RM-1 Residential – Multiple Family	B-4 General Business

SECTION 2. 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 3. EFFECTIVE DATE. This amendment shall become effective January 25, 2016.

Motion supported by Councilperson Teich.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons Greenway, Teich, O'Leary, Fox, and Mayor

Frederick.

NAYS: None.

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ABSENT: Councilperson Bailey.

# **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, representative of Owosso Community News & Views, warned Council of the negative feedback he has received regarding the proposed amendment to the City's medical marijuana ordinance. He encouraged the Council to do what voters would want.

Benjamin Horner, owner of MI Organic Solutions in Flint, spoke about the confusion regarding dispensaries. He handed out a number of informational sheets and folders backing up his opinion. He said medical marijuana dispensaries provide benefits to the community, such as reducing the demand for illegal marijuana sales. He said he would bring to bear the full force of his allies if the City moved to eliminate dispensaries.

Eddie Urban, 601 Glenwood Avenue, said he had received a visit at his from the City's former Building Official Charles Rau. Mr. Rau explained it was his last day working for the City and he wanted to reach out to Mr. Urban, who was very pleased by the visit.

Chad Morrow, owner of Cloud 45 in Gaylord, indicated that medical marijuana has given his life purpose. He said he works hard to give back to his community and works directly with the local police department. He asked Council to educate themselves on the benefits of medical marijuana, saying it can help with so many different illnesses.

Matthew Abel, legal counsel for Owosso Relief Center, acknowledged that Council could modify the ordinance, but his clients may be grandfathered in. Instead he encouraged Council to look at other options for resolving the situation such as signage and advertising.

Jolene Fowler, Harbor Springs resident, indicated she is a medical marijuana patient. She said residents get concerned when dispensaries open because of the past history of marijuana. She said she has benefitted greatly from medical marijuana and she felt that every patient deserves to be able to select their treatment of choice for their illness.

Roger Snyder, 211 North Washington Street, highlighted how medical marijuana benefitted a friend of his. He also made a distinction between marijuana and medical cannabis.

Alan Witt, owner of Cloud 45 in Gaylord, said he is just trying to help people noting that marijuana does not hurt people, but helps with many types of illness. He asked Council to keep an open mind and allow dispensaries in the City so patients have access to their medication without having to travel.

Mr. Horner noted that the discussion tonight could give the City the opportunity to get ahead of the curve and put together a path that works for everyone.

# CITY MANAGER REPORT

City Manager Donald D. Crawford detailed the latest Project Status Report.

### **CONSENT AGENDA**

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

<u>Planning Commission Request – Amend Zoning Ordinance Re: Addiction Treatment Centers.</u> (This item was moved to Items of Business.)

### Warrant No. 515. Authorize Warrant No. 515 as follows:

Vendor	Description		Amount
Rehmann Robson	Final progress billing for audit	General	\$9,500.00
SunGard Public Sector Inc	Software Maintenance/Licensing fees for Public Safety computer system January 1,2016 -December 31, 2016	General	\$9,690.31

Motion supported by Councilperson O'Leary.

Roll Call Vote.

AYES: Councilpersons O'Leary, Greenway, Mayor Pro-Tem Eveleth, Councilpersons Teich, Fox,

and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Bailey.

### **ITEMS OF BUSINESS**

### 2015 Audit Acceptance

Motion by Mayor Pro-Tem Eveleth to authorize the following resolution accepting and placing on file the City of Owosso Financial Report with Additional Information for the Fiscal Year Ended June 30, 2015.

### **RESOLUTION NO. 01-2016**

# RESOLUTION ACCEPTING AND PLACING ON FILE THE CITY OF OWOSSO, MICHIGAN FINANCIAL REPORT WITH ADDITIONAL INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2015

WHEREAS, the city of Owosso is required by the laws of the state of Michigan to annually have an independent audit performed in accordance with generally accepted auditing standards; and

WHEREAS, the city of Owosso employed Rehmann Robson LLC, certified public accountants, to audit the financial records of the city of Owosso and such audit has been completed and is presented this date to the city council.

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

FIRST: The City of Owosso, Michigan Financial Report with Additional Information for the Fiscal

Year Ended June 30, 2015, attached hereto and made a part hereof as Exhibit A, is

hereby accepted and placed on file.

SECOND: A copy of the City of Owosso, Michigan Financial Report with Additional Information for

the Fiscal Year Ended June 30, 2015 will be maintained on file in the office of the city clerk for public examination, a copy will be placed in the Shiawassee District Library Owosso Branch for public examination, and copies will be sent to those required by law

and agreement.

Motion supported by Councilperson Teich.

Roll Call Vote.

AYES: Councilpersons Teich, Fox, Mayor Pro-Tem Eveleth Councilpersons Greenway, O'Leary,

and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Bailey.

# **Lot Split Authorization – 300 South Washington Street**

City Manager Crawford indicated that Trust Thermal had approached the City about potentially purchasing a portion of the City-owned property adjacent to theirs to facilitate the movement of large trucks in their parking lot.

Motion by Mayor Pro-Tem Eveleth to authorize the division of City lot under Michigan Subdivision Control Act for platted lot commonly known as 300 South Washington Street as follows:

# **SPLIT OF PLATTED LOT**

# **Current Description:**

Address	Status	Parcel #	Description
300 S Washington	To be split	050-470-000-011-00	BEG AT THE INT OF W LN WASH ST W/SW'LY LN WATER ST RES NO 3 ORIGINAL PLAT, TH S 155.54' TO BANK OF SHIA RIVER, TH NE'LY ALG RIVER N 84*07'40" W 81.73' TH N 00* 17'20" E 150.14' TH N 47*56'00" E 57.72' TO SW'LY LN OF WATER ST TH S 42*09'00" E 56.17' TO POB .32 A M/L ALSO LAND LYING SLY OF ABOVE DESC TO RIVER .07 A M/L

# **New Description After Split:**

Address	Status	Parcel #	Description
300 S Washington	Split Parcel	050-470-000-011-00	BEG AT THE INT OF W LN WASH ST W/SW'LY LN WATER ST RES NO 3 ORIGINAL PLAT, TH S 135.54', TH N 84*07'40" W, 81.73', TH N 00* 17'20" E 130.14' TH N 47*56'00" E 57.72' TO SW'LY LN OF WATER ST TH S 42*09'00" E 56.17' TO POB .28 ACRES M/L
New parcel	New Parcel	TBD	BEG AT A POINT 135.54' S OF THE INT OF W LN WASH ST W/SW'LY LN WATER ST RES NO 3 ORIGINAL PLAT; TH S 20' TO BANK OF SHIA RIVER, TH NE'LY ALG RIVER N 84*07'40" W 81.73' TH N 00* 17'20" E 20', TH S 84*07'40" W 81.73' TO W LN OF WASHINGTON ST, TH S TO POB037 A M/L ALSO LAND LYING SLY OF ABOVE DESC TO RIVER .07 ACRES M/L

Motion supported by Councilperson Greenway.

Roll Call Vote.

AYES: Councilpersons Greenway, O'Leary, Teich, Fox, Mayor Pro-Tem Eveleth, and Mayor

Frederick.

NAYS: None.

ABSENT: Councilperson Bailey.

# <u>Planning Commission Request</u> – Amend Zoning Ordinance Re: Addiction Treatment Centers

The question before Council this evening is whether to request the Planning Commission consider adding to Chapter 38, <u>Zoning</u>, Article X, <u>B-2 Planned Shopping Center Districts</u>, Section 38-217, <u>Principal uses permitted</u>, language that would require medical marijuana dispensaries and clinics to be a specific distance from addiction treatment centers.

City Attorney William C. Brown defined the question for Council indicating he did not feel they had to make a determination tonight as to whether dispensaries are legal. He further indicated that the concerns raised by audience members could be addressed by the Planning Commission if/when they take on the request.

There was discussion regarding: the requirements for an occupancy permit, concerns that the City has already allowed a dispensary to open, ceasing an opportunity to be proactive by taking action now, and whether there was enough concrete information available at this time to make a prudent change to the ordinance.

Motion by Councilperson Fox to authorize the request to the Planning Commission to consider adding to Chapter 38, Zoning, Article X, *B-2 Planned Shopping Center Districts*, Section 38-217, <u>Principal uses permitted</u>, language that would require medical marijuana dispensaries and clinics to be a specific distance from addiction treatment centers failed for lack of a majority.

Motion supported by Councilperson O'Leary.

Roll Call Vote.

AYES: Councilpersons Fox, O'Leary, and Mayor Frederick.

NAYS: Councilperson Greenway, Mayor Pro-Tem Eveleth, and Councilperson Teich.

ABSENT: Councilperson Bailey.

The motion fails for lack of a majority.

### **COMMUNICATIONS**

Planning Commission. Minutes of December 14, 2015.

Parks & Recreation Commission. Minutes of December 14, 2015.

Richard C. Williams, Finance Director. Revenue & Expenditure Report – November 2015.

### CITIZEN COMMENTS AND QUESTIONS

Tom Manke, Owosso Township resident, indicated he was confused as to whether the City's ordinance was in place or not, he said if it wasn't then he would invite anyone to open a dispensary wherever they wanted.

Mayor Frederick noted that the information distributed to Council stated that dispensaries are illegal.

Benjamin Horner, medical marijuana business owner, said there is a lot of misinformation out there on cannabis. He indicated that dispensaries operate by functioning within the spirit of the law, providing only medical assistance. He then distributed copies of ordinances from other communities and pointed out the City could gain tax revenue from medical marijuana ventures.

Alan Witt, medical marijuana business owner, recommended allowing at least two dispensaries in town so as to avoid a monopoly situation.

Chad Morrow, medical marijuana business owner, thanked the Council for their decision and for being open to the idea.

Eddie Urban, 601 Glenwood Avenue, spoke about the Big Buck Night event he attended in Laingsburg on Sunday.

Roger Snyder, 211 North Washington Street, noted the current zoning ordinance is quite restrictive when it comes to medical marijuana businesses, leaving very few eligible locations in town. He encouraged Council to think about allowing marijuana related businesses to rent some of the vacant buildings in town.

### **NEXT MEETING**

Tuesday, January 19, 2016

# **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate (2), both terms expire June 30, 2018 Board of Review – term expires December 31, 2020

### **ADJOURNMENT**

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:49 p.m.

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

Benjamin R. Frederick, Mayor	
Amy K. Kirkland, City Clerk	

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# **MEMORANDUM**

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

DATE: January 19, 2016

TO: City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Gould Street Resurfacing-Resolution No. 3-Public Hearing of Necessity

### RECOMMENDATION:

I recommend approval of Resolution No. 3 for the Gould Street Resurfacing public improvement project. The project is scheduled for the 2016 construction season.

### BACKGROUND:

The January 19, 2016 City Council meeting will represent the third step in the Special Assessment process with the conduct of the hearing of necessity. The purpose of this hearing is to determine whether or not the proposed project is necessary. After receiving public comment City Council has three options:

- 1. Approve the project as presented;
- 2. Reject the project entirely; or
- 3. Amend the scope of the project.

Should Council decide to proceed with any, or all of the project, requests for bids will be posted. Once bids have been obtained and a 'lowest and qualified' bidder determined, the actual cost to each individual affected property will be determined and Council will be asked to set the public hearing addressing the amounts of the individual assessments.

Attached for your consideration, is a summary listing the public improvement, the estimated cost of the public improvement, estimated amounts to be specially assessed, and the estimated amount assessed to the City at large. The work scope includes cold milling and shaping the road, paving with up to 4" of hot mix asphalt, isolated curb and gutter repairs, ADA sidewalk ramps at intersections, guardrail replacement; altogether with related construction work. While the amount of the individual assessments is not the subject of the public hearing of necessity, Council should be aware that affected residents have been provided with an estimated cost for their portion of the project.

Any public comments received prior to the scheduled meeting will be forwarded to City Council.

### FISCAL IMPACTS:

Funds for the City's share of cost for these improvements are available through the 2010 Unlimited Tax Obligation Bond proceeds.

### Special Assessment Resolution No. 3 for Gould Street, Public Street Resurfacing

Special Assessment District No. 2015-01 Gould Street, Public Street, from Corunna Avenue to Main Street

### **RESOLUTION NO.**

WHEREAS, the City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

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

### NOW, THEREFORE, BE IT RESOLVED THAT:

- The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited: Gould Street, Public Street, from Corunna Avenue to Main Street.
- 2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be **«ESTIMATED\_COST»535,700.00** and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
- The City Council determines that of said total estimated cost, the sum of \$109,622.00 be paid by special assessment upon the properties specially benefited, as more particularly hereinafter described.
- 4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied: **Gould Street, Public Street, from Corunna Avenue to Main Street, Street Resurfacing**.
- 5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.

When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

December 28, 2015

To whom it may concern:

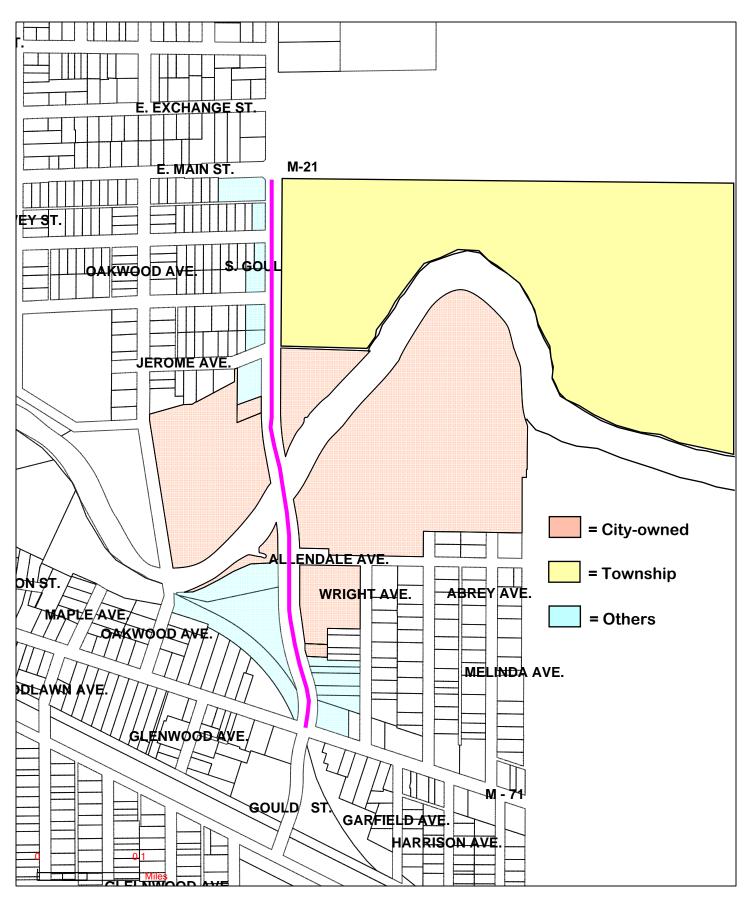
to a letter of notice of Street Resurring of Sull St. From Mail St. tof Course Ave. Deine on Social Security - monthly income of 1, 161.00. I have my fun mer takes deferred now so I may pay on them for the months Olading up to winder takes. Dam Still Jay hause payments along with insurances, takes Etc. We did not get a raise this year on Social Sunty So it is Very hard to make ende mest. I am 70 yes old I don't per myself bring able to hardle the Cost.

There you a. Crooks ! The Whight She. Owasso, mi.

# Gould Street Resurfacing Project Proposed Special Assessment Roll

			<b>ASSESSABLE</b>	FRC	NT FOOT				SPECIAL
PROPERTY ADDRESS	OWNER'S NAME	PARCEL#	FRONT FEET		RATE	T	OTAL COST	AS	SESSMENT
1011 CORUNNA AV	APPLEBEE OIL COMPANY	050-010-034-004-00	137.75	\$	20.11	\$	16,159.00	\$	2,770.59
720 WRIGHT AV	IDLE, JANE J LIVING TRUST	050-010-034-006-00	26.00	\$	20.11	\$	3,049.98	\$	522.94
716 WRIGHT AV	CERVENY, SCOTT D.	050-010-034-007-00	49.50	\$	20.11	\$	5,806.68	\$	995.60
712 WRIGHT AV	CROOKS, KATHRYN A	050-010-034-008-00	66.00	\$	20.11	\$	7,742.24	\$	1,327.47
710 WRIGHT AV	CHRENKA, MARGARET	050-010-034-009-00	33.00	\$	20.11	\$	3,871.12	\$	663.73
708 WRIGHT AV	PATTIROCK, PRINCESS/STARDJARMOND,	N 050-010-034-010-00	49.50	\$	20.11	\$	5,806.68	\$	995.60
703 S GOULD ST VL	CITY OF OWOSSO	050-010-034-025-00	66.00	\$	20.11	\$	7,742.24	\$	1,327.47
600 WRIGHT AV	CITY OF OWOSSO	050-010-034-026-00	305.40	\$	20.11	\$	35,825.48	\$	6,142.56
OAKWOOD AV	FISHER'S CHIPPEWA REDI-MIX,	050-010-035-001-00	145.00	\$	20.11	\$	17,009.48	\$	2,916.41
S GOULD ST	CITY OF OWOSSO	050-010-035-002-00	195.00	\$	20.11	\$	22,874.81	\$	3,922.07
1111 ALLENDALE AV	CITY OF OWOSSO	050-010-036-001-00	191.25	\$	20.11	\$	22,434.91	\$	3,846.64
S GOULD ST & JEROME	CITY OF OWOSSO	050-542-000-001-00	560.00	\$	20.11	\$	65,691.77	\$	11,263.37
910 E MAIN ST	SOUTHWIND RESTAURANT, LLC	050-580-000-075-00	122.00	\$	20.11	\$	14,311.42	\$	2,453.81
841 E COMSTOCK ST	FLANAGAN, PATRICIA J./TARA FLANAGAN	050-580-000-076-00	105.75	\$	20.11	\$	12,405.19	\$	2,126.97
842 E COMSTOCK ST	HILLIKER, EDWARD & LINDA	050-580-000-103-00	99.00	\$	20.11	\$	11,613.37	\$	1,991.20
835 GROVER ST	HEIER, BOBBIE SUE	050-580-000-104-00	91.13	\$	20.11	\$	10,690.16	\$	1,832.91
838 GROVER ST	BEAMISH, MR. & MRS. EDWARD	050-580-000-123-00	99.00	\$	20.11	\$	11,613.37	\$	1,991.20
935 JEROME AV	LOUCHART, DALE & MICHELE	050-580-000-124-00	52.58	\$	20.11	\$	6,167.99	\$	1,057.55
930 JEROME AV	SOUTHWIND RESTAURANTS, LLC	050-580-000-140-00	147.20	\$	20.11	\$	17,267.55	\$	2,960.66
525 OAKWOOD AV	CITY OF OWOSSO	050-580-000-141-00	360.00	\$	20.11	\$	42,230.43	\$	7,240.74
S GOULD ST	CITY OF OWOSSO	050-580-000-142-00	92.00	\$	20.11	\$	10,792.22	\$	1,850.41
599 OAKWOOD AV	FISHER'S REDI-MIX, INC.	050-710-001-013-00	530.00	\$	20.11	\$	62,172.57	\$	10,659.98
OAKWOOD AV	GREAT LAKES CENTRAL RAILROAD, INC	050-710-001-014-00	160.00	\$	20.11	\$	18,769.08	\$	3,218.11
	CALEDONIA TWP		883.60	\$	40.23	\$	103,652.24	\$	35,543.99
			4566.66			\$	535,700.00	\$	109,622.00
				Alloca	ated Costs				
	Proposed Special Assessment Amount	\$ 109,622.00		Gra	nt Funds			\$	352,000.00
	Less Assessments for City Properties	\$ 35,593.26		City				\$	109,671.26
	Total Proposed SA for Others	\$ 74,028.74	-	-	cial Assessr	nent	S	\$	74,028.74
	·			Total				\$	535,700.00

# OWOSSO



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

# **MEMORANDUM**

DATE: January 12, 2016

TO: City Council

FROM: Kevin Lenkart

Director of Public Safety

RE: Equalizing downtown parking times

In accordance with Section R28.1127 Uniform Traffic Code, the following changes are recommended for Lot 7 as governed by Traffic Control Order No. 1173.5 (lot at Main & Park Streets) and Lot 13, as governed by Traffic Control Order No. 1208 (Main Street Plaza).

# Lot 7:

a. There shall be a two (2) four (4) hour parking limit.

# Lot 13

d. Sixteen (16) spaces will be 2 hour four (4) hour parking.

All other regulations for these lots shall remain the same. The proposed changes come after the City's long-time Parking Attendant Chuck Kincaid relayed his observations as to how the changes in parking times affected parking habits downtown. He felt that there was confusion on the part of drivers due to select lots having a two hour time limit while most others had a four hour limit. Passage of the proposed changes will allow four hour parking in all lots in the downtown.

Staff recommends approval of the proposed Traffic Control Order Nos. 1173.6 and 1208.1

# CITY OF OWOSSO

# TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER	DATE:	TIME:
NO.		
1173.6	01/15/16	2:00 PM
REQUESTED BY:		
Kevin Lenkart – Public Sa	•	
Joshua Adams – Executive	e Director of Owosso	Main Street/DDA
TYPE OF CONTROL		
Parking: See Below		
LOCATION OF CONTROL		
Lot #7 – Parking lot on the	e northwest corner of	Main and Park Streets
APPROVED BY COUNCIL:		
REMARKS:		
(Section R28.1127 Uniform	n Traffic Code)	

# Lot 7 has 24 spaces:

- a) There shall be a four (4) hour parking limit.
- b) There shall be no parking 3am to 6am
- c) One (1) space is designated "Handicap Parking"
  - "Handicap Parking Spaces" are clearly marked by signage.
- d) Six (6) parking spaces are designated "Lease Permit Parking Monday-Friday 8am-5pm"
  - "Lease Permit Parking" is clearly marked by signage.

# CITY OF OWOSSO

# TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME	
1208.1	01/12/16	2:09 PM	
REQUESTED BY			
Kevin Lenkart – Directo Joshua Adams – Execut	or of Public Safety ive Director of Owosso I	Main Street/DDA	
TYPE OF CONTROL			
Parking – See Below			
LOCATION OF CON	TROL		
Lot 13 – Washington an	d Main Streets		
EVENT			
N/A			
APPROVED BY CO	UNCIL		
	, 20	_	
REMARKS			

Lot 13 has 18 parking spaces

a. Parking shall be for motor vehicles only

(Section R28.1127 Uniform Traffic Code)

- b. There will be no parking from 3am to 6am
- c. Two (2) parking spaces shall be designated as "Handicap Parking"1. "Handicap Parking" spaces are clearly marked with signage
- d. Sixteen (16) spaces will be 4 hour parking



### **MEMORANDUM**

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

**DATE:** January 13, 2016

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

**FROM:** Glenn Chinavare, Director of Utility Operations

**SUBJECT:** Water Filtration and Wastewater pickup purchases

### **RECOMMENDATION:**

Recommend council waive the competitive bid process and approve the purchase of three new pickups, two for the Water Filtration plant and one for the Waste Water Treatment Plant, using State of Michigan Contract No. 071B1300009.

### **BACKGROUND:**

Owosso City Ordinance section 2-345(3) exception to competitive bidding 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.

Signature Ford Lincoln Mercury was awarded the State of Michigan bid for vehicles of which pickups are included. The bid meets the definition of the aforementioned Section 2-345(3) a joint purchase with another governmental unit. The State bid price varies with the options needed for particular units.

The vehicles purchased will be:

4X2 Pickup Water Filtration
4X4 Pickup Water Filtration
4X4 Pickup Waste Water

### FISCAL IMPACTS:

The Filtration plant 4X4 pickup was sold a number of years ago, replaced through the loan of an older pickup from the DPW. This older pickup will be replaced and a second pickup will also be purchased. Wastewater is replacing a pickup 20 yrs. old to be used by the plant and sewer cleaning crews. Payment for these vehicles will come from the following accounts:

Water Filtration Acct. # 591-901-977000 \$51,946.00 Wastewater Acct. # 599-901-977000 \$27,009.00

Document originated by: Mark Mitchell, Public Works Superintendent.

### **RESOLUTION NO.**

# RESOLUTION AUTHORIZING PURCHASE OF FLEET VEHICLES (PICKUPS) FROM OWOSSO MOTORS, INC. D/B/A SIGNATURE FORD LINCOLN MERCURY UTILIZING CONTRACT # 071B1300009

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Wastewater and Water Filtration Departments require the use of pickups; and

WHEREAS, these vehicles must be periodically replaced to ensure a mechanically sound and reliable fleet is available at all times; and

WHEREAS, the City of Owosso desires to purchase three new pickups at this time and staff has determined it is in the best interest of the City to utilize State of Michigan Contract No. 071B1300009, held by Owosso Motors, Inc. d/b/a Signature Ford Lincoln Mercury, for said purchase; and

WHEREAS, city ordinance section 2-345(3) provides for an exception to competitive bidding when the best interest of the city would be served by jointly purchasing with another governmental unit.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the

public interest to purchase the following vehicles from Signature Ford Lincoln Mercury

using State of Michigan Contract No. 071B1300009:

1	4X2 Pickup	Water Filtration	\$22,261.00 ea
1	4X4 Pickup	Water Filtration	\$29,685.00 ea
1	4X4 Pickup	Wastewater	\$27,009.00 ea

SECOND: The Director of Utility Operations is hereby instructed and authorized to sign any

necessary documents to complete said purchase.

THIRD: Payment is authorized to Signature Ford Lincoln Mercury in the total amount of

\$78,955.00 upon delivery and acceptance of the vehicles. Payment shall be made for

vehicles as they become available and accepted.

FOURTH: Said purchase shall be paid for using funds from the following accounts in the noted

amounts:

Water Filtration Acct. # 591-901-977000 \$51,946.00 Wastewater Acct. # 599-901-977000 \$27,009.00



January 13, 2016

City of Owosso DPW Attn: Daniel Humphreys 522 Milwaukee Street Owosso, MI 48867

Dear Daniel Humphreys:

Price on 2016 Vehicle State of Michigan Contract# 071B1300009 and Macomb County Contract# 71-15 Bid:

2016 Ford F250 Regular Cab 4x4 Pickup 8' Box in Red	\$27,009.00 ea
2016 Ford F150 Regular Cab 4x2 Pickup 8' Box in White	\$22,261.00 ea
2016 Ford F350 Super Cab 4x4 Pickup 8' Box in White	\$29,685.00 ea

**Standard Service Contract:** 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000 miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

# **Order Cutoff Date: TBD.**

<u>Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.</u>

<u>Payment requirements:</u> All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell Government & Fleet Sales

# Macomb#71-15 T.4, T.5, T.6, T.7, T.8, T.9 2016 F-250 Reg. Cab, SuperCab, Crew Cab Major Standard Equipment

### Powertrain/Functional

- Alternator, Heavy Duty 157-amps
- Alternator, Extra Heavy Duty 200-amps (Diesel)
- Battery, Diesel engine, 750 CCA, 78-AH, dual
- Battery, Gas engine, 650 CCA, 72-AH
- Brakes 4-Wheel Anti-lock Braking System
- Engine– 6.2L 2-Valve SOHC EFI modular V8 gas (Flex Fuel)
- Fuel Tank, 35 Gallon (Gas Engine)
- Fuel Tank, 26 Gallon (Diesel Engine) 137", 142" & 156" Wheelbase
- Fuel Tank, 37.5 Gallon (Diesel Engine) 158" & 172" Wheelbase
- Rear axle Non-Limited Slip
- Stationary Elevated Idle Control
- Stabilizer bar front
- Stationary Elevated Idle Control (SEIC)
- Steering power
- · Steering damper
- Tire Pressure Monitoring System (TPMS)
- Trailer Tow Package 7-wire harness w/relays & 7/4-pin connector
- Transmission 6-speed SelectShift $^{TM}$  Automatic O/D

### Exterior

- "3-Blink" lane change signal
- Bumpers front & rear, black painted
- Fender vents front
- Front License Plate Bracket
- · Glass solar tinted
- Grille Black painted
- Handles door & tailgate, black
- Headlamps dual beam jewel effect
- Jack– 2-Ton mechanical
- Mirrors Manual Telescoping Trailer Tow Mirrors w/Manual Glass
- Moldings, tailgate and box rail
- Pickup box partitionable & stackable
- Spare tire, wheel, lock & frame-mounted carrier
- Stop light high-mounted
- Tie-down hooks pickup box (four w/6 ¾' box; six w/8' box)
- Tires-LT245/75Rx17E BSW A/S (5)
- Tow Hooks-Front (2)
- Wheels—17" Argent painted steel w/painted hub covers/center ornaments

- Underhood service light
- Window rear, fixed

#### Interior

- Air conditioning manual
- Audio AM/FM stereo/digital clock & 2-speakers
- Coat hooks LH/RH color coordinated
- Dash-top tray
- Dome Lamp LH/RH door activated I/P switch operated w/delay
- Door trim armrest/grab handle & reflector
- Floor covering Black, full length vinyl
- Headliner color coordinated cloth
- Instrument panel color coordinated w/glove box, 4 air registers w/positive shutoff, power point, storage bin & trash bag hook
- Instrumentation Multifunction switch message center with ice blue lighting (three button message control on steering wheel)
- Map lights dual (front and rear w/Crew Cab)
- Mirror rearview 11.5" day/night
- Overhead console with dual storage bins and map lights (Super Cab and Crew Cab)
- Power point auxiliary (2)
- Scuff plates color coordinated
- Seats Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar driver side), front center seat includes integrated restraint
- Steering wheel Black vinyl, with telescoping and raking steering column
- Sunvisors color coordinated vinyl, single driver w/pocket, single passenger w/mirror insert
- Windshield wipers interval control

# Safety/Security

- Air bags Driver and Passenger frontal and side air bag/curtain
- Air bag deactivation switch passenger side (not incl. w/Crew Cab)
- Belt-Minder®
- MyKey®
- Safety belts color coordinated w/height adjustment D-ring
- SecuriLock® Anti-Theft Ignition
- SOS Post Crash Alert System
- AdvanceTrac® with Roll Stability Control®
- Trailer Sway Control and Hill Assist Control

# 10000#GVWR, Regular Cab 8 Ft. Box, 137" WB, 10000# GVWR

[]	Base Price 4x2 (F2A/600a), (T.4)	\$20,725.00
[x]	Base Price 4x4 (F2B/600a), (T.6)	\$23,257.00
[ ]	Base Price 4x4 (F2B/600a), ( <b>T.9</b> ) ( <b>6.7L Diesel Engine</b> )	\$30,125.00

10000#GVWR, SuperCab Short Box 6.5 Ft., 142"WB, 10000# GVWR  [ ] Base Price 4x2 (X2A/600a) \$22,805.00			
[]		\$25,071.00	
1(	0000#, GVWR SuperCab Long Box 8 Ft. Box, 158"WB, 1000		
		\$22,809.00	
[]	Base Price 4x4 (X2B/600a) ( <b>T.8</b> )	\$25,249.00	
	0000# GVWR, Crew Cab Short Box 6.5 Ft., 156" WB, 10000		
	` '	\$24,323.00	
[]	Base Price 4x4 (W2B/600a)	\$26,759.00	
10	0000# GVWR, Crew Cab 8 Ft. Long Box, 172"WB, 10000# C	SVWR	
[ ]	Base Price 4x2 (W2A/600a)	\$24,497.00	
[ ]	Base Price 4x4 (W2B/600a)	\$26,937.00	
			<u>Price</u>
	ilable Standard Options		g.&Super/Crewcab
	6.7L Power Stroke 4V Diesel V8 (B20)/TorqShift 6-Spd Auto.	99T/44W	7,450.00
	Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
	Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	355.00
	Seats, Cloth 40/Mini-Console/40	2S	515.00/615.00
	Tires, LT245/75Rx17E All-Terrain (5)	TBM	125.00
	Tires, LT265/70R17E OWL All-Terrain (4)(Spare is BSW)	TCD	455.00
	17" Aluminum Wheels	64W	600.00
	Engine Idle Shutdown (avail. w/6.7L diesel Only)	63T	250.00
	Operator Commanded Regeneration (OCR) (6.7L Diesel Only)		250.00
	Power Locks, Windows, Mirrors, (Manual Telescoping w/Power Heated Glass, Inter. Clearance Lamps/turn signals),	90L/54K	895.00/1105.00cc
	and Remote Keyless Entry		
	Dual Alternators, Diesel only (total of 320 amps)	67A	380.00
	Extra Heavy Duty Alternator 200 amp	67D	<b>75.00</b>
	Electric Shift on the fly (4x4 only)	213	185.00
	Keys Extra for SecuriLock Anti-Theft Ignition	Sig	50.00 EA
	Trailer Brake Controller	52B	<b>270.00</b>
	Transmission Power Take-Off Provision , Diesel Only	62R	280.00
	Cab Steps Molded Black	18B	<b>320.00</b> /370.00
	Window, Rear Sliding w/Privacy Glass(Deep Tint)	433	125.00
	Reverse Vehicle Aid Sensor	76R	245.00
Ĺĺ	Rear View Camera (NA w/Pickup Box Delete)	76V	470.00
[x]	Roof Clearance Lights	592	<b>55.00</b>
[]	Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
[ ]	AM/FM w/Single CD/MP3 Player/Clock w/4 speakers	585	275.00
[x]	Speed Control	525	<b>235.00</b>
[x]	Upfitter Switches (4) located on I/P	66S	125.00
	9900 GVWR Package	68D	100.00
	4x4 Off-Road Pkg (Incl.Skid Plates, E-Locking Axle & AT T	•	
	Snow Plow Prep Package(N/A with 67H)	473	85.00
[]	CNG/LPG Prep Fuel Capable Engine	98F	315.00

[x]	Camper Package	471	160.00
[]	Suspension Package, Heavy Service(N/A with 473)	67H	125.00
[]	XL Decor Group (Chrome front and rear step bumper, Bright	17F	220.00
	chrome hub covers and center ornaments)		
[]	XL Appearance Pkg (Chrome front and rear step bumper,	96P	855.00
	AM/FM Stereo/Single CD w/4 Speakers, Bright chrome Grille		
	surround with black insert, Bright Chrome hub covers and		
	center ornaments, & Cruise Control		
[]	XL Value Pkg (Chrome front and rear step bumper, AM/FM	96V	595.00
	Stereo/Single CD w/4 Speakers, Bright chrome hub covers		
	and center ornaments, & Cruise Control		
[]	XL Value Pkg with SYNC System (All of the above listed	96V/91M/6	S2D 990.00
	& SYNC Entertainment & Bluetooth Technology System)		
	Crew Chief(Telematics) by Microlise	87T	800.00
[]	Cable Lock by Master Lock™ (Factory Invoiced	87C	120.00
	Accessory; Replaces Cargo Tie Down Hooks; NA w/ 66D		
	Pickup Box Delete)		
	Pickup Box Delete(8' box only)	66D	(465.00)
[]	Rearview Camera Prep Kit for <b>Box Delete</b> (Includes Loose	76D	470.00
	Camera, Wiring Bundle, and Electrochromic Mirror w/Video		
	Display)		
Ϊĺ	Heavy Service Package for Pickup Box Delete Only	63R	110.00
Ϊĺ	Spare Tire & Rim (for Box delete only)	512	295.00
Ϊĺ	Axle, Electronic Locking	X3E	390.00
ΙĮ	Daytime running Lights	942	45.00
[ ]	Skid Plate Package	41P	100.00
[x]	Tough Bed(Spray-in-bedliner)	85S	<b>475.00</b>
Ιį	Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	135.00
ΙJ	Powercode Remote Start System(Req. Power Equip. Grp.)	76S	195.00
	Bug Shield	61B	108.00
[ ] [2/]	Splash Guards/Mud Flaps	61S <b>61L</b>	130.00
	Wheel Well Liner	76C	180.00 125.00
_	Exterior Backup Alarm		
[x] LED Warning Strobes-Amber (Includes Center High-Mounted 87S 700.00			
	Stop Light Bar and (2) Hood Mounted Lights	Tatal Duisa	

Total Price \$27,009.00 ea

Colors for F-250

C01013 101 1 -230			
Exterior Colors	Interior Steel (Grey)		
Race Red	[PQ]	[x]	
Blue Jeans Metallic	[N1]	[]	
Green Gem Metallic	[W6]	[]	
Ingot Silver Metallic	[UX]	[]	
Shadow Black	[G1]	[]	
Oxford White	[Z1]	[]	
Magnetic	[J7]	[]	
SPECIAL PAINT			
School Bus Yellow Add \$725.00	[84\$53]	[]	
Omaha Orange Add \$610.00	[W5684E]	[]	

# Macomb#71-15 T.1, T.2, T.3 2016 F-150

# Reg. Cab, SuperCab XL Major Standard Equipment

### **MECHANICAL**

- 3.5L V6 Ti-VCT with Flex-Fuel Capability (std. 4x2/4x4; NA with 163.7" WB)
- 2.7L V6 EcoBoost® with Start/Stop System (std. 4x2 with 163.7" WB)
- 5.0L V8 with Flex-Fuel Capability (std. 4x4 with 163.7" WB)
- 4x4 Electronic Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- AdvanceTrac® w/RSC® (Roll Stability Control<sup>TM</sup>)
- Alternator 200 Amp
- Battery- maintenance-free 70 AH (610 CCA)
- Axle, Front Independent Front Suspension (IFS)
- Brakes 4-Wheel Disc with ABS
- Curve Control
- Electronic Six-Speed Automatic Transmission with Tow/Haul Mode
- Fail Safe Cooling
- Hill Start Assist
- Jack
- Parking Brake
- Mechanical (w/5.0L V8 or 3.5L EcoBoost engine)
- Electric (w/3.5L Ti-VCT or 2.7L EcoBoost engine)
- SelectShift® Automatic Transmission with Progressive Range Select (NA 3.5L Ti-VCT engine)
- Shock Absorbers, Gas Heavy-Duty, Outboard Mounted (front/rear)
- Spare Tire Carrier Rear Under Frame
- Springs, Front Coil
- Springs, Rear Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering Power, Rack-and-Pinion
- Trailer Sway Control
- Trailer Towing 4-pin wiring, ball mounting provisions in rear bumper

### EXTERIOR

- 170 Degree Rear Door (SuperCab)
- Autolamp Auto On/Off Headlamps
- Bumper and Fascia, Front Black
- Bumper, Rear Black
- Cargo Lamp integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust Single Rear
- Fully Boxed Steel Frame
- Grille Black Three Bar Style with Black Nostrils and Black Surround
- Halogen Headlamps
- Handles, Black Door and Tailgate with Black Bezel
- Hooks Pickup Box Tie-Down, four (4)
- Hooks Front Tow 4x4, two (2)
- Mirrors, Sideview Manual-folding, Dual Manual Glass with Black Skull Caps
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate removable with key lock

- Tires
- 245/70R 17 BSW all-season tires (A/S) BSW 4x2\_
- 265/70R 17 OWL all-terrain tires (A/T) 4x4\_
- Wheels 17" Silver Steel
- Wipers Intermittent speed

### INTERIOR/COMFORT

- 1st Row Manual Windows
- 2nd Row Fixed Windows (SuperCab)
- 2.3" Productivity Screen in Instrument Cluster
- 4.2" Center-stack Screen w/Audio Controls
- Airhags
- Driver and Passenger Front Airbags
- Driver and Passenger Seat-Mounted Side Airbags
- Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Air Conditioning Registers Black Vanes with Chrome Knob
- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab)
- Black Vinyl Floor Covering
- Cupholder, deployable under 20% seat
- Dome Light
- Fade-to-Off Interior Lighting
- Gauges and Meters Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Front A-Pillar, Driver\_ and Passenger Side
- Horn Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Manual Locks
- Outside Temperature Display
- Powerpoint 12V Front
- Rear Window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front, Vinyl Cloth 40/20/40
- 2-Way manual driver/passenger
- Armrest
- Seat, Rear, 60/40 flip-up split seat (SuperCab)
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters,

Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats

- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System<sup>TM</sup>
- Steering Wheel, Black Úrethane Manual Tilt/Telescoping and Manual Locking
- Tire Pressure Monitoring System (TPMS)
- Visor, Driver Side; Visor with Mirror, Passenger-Side

#### FUEL TANKS

• Standard Range 23-Gallon

Reg. and Super Cab F150 Fage 2	
XL 100A Regular Cab 8 Ft. Box	
Base Price F1C 4x2 (3.5L Ti-VCT FFV V6 engine 6100 GVWR 1900 PAYLOAD) 998/446 (T	\$18,450.00
Base Price F1C 4x2 (2.7L V6 EcoBoost <sup>TM</sup> engine 6100 GVWR 1800 PAYLOAD) 99P/446	\$19,556.00
[X] Base Price F1C 4x2 (5.0L 4V FFV V8 engine 6750 GVWR 2360 PAYLOAD) 99F/446 (T.2)	\$19,726.00
Base Price F1C 4x2 (3.5L V6 EcoBoost <sup>TM</sup> engine 7050 GVWR 2060 PAYLOAD) 99G/446	\$20,516.00
Base Price F1E 4x4 (3.5L Ti-VCT FFV V6 engine 6100 GVWR 1670 PAYLOAD) 998/446	\$20,584.00
Base Price F1E 4x4 (2.7IL V6 EcoBoost <sup>TM</sup> engine 6250 GVWR 1700 PAYLOAD) 99P/446	\$21,220.00
Base Price F1E 4x4 (5.0L 4V FFV V8 engine 6950 GVWR 2300 PAYLOAD) 99F/446 (T.3)	\$21,390.00
Base Price F1E 4x4 (3.5L V6 EcoBoost <sup>TM</sup> engine 7050 GVWR 2330 PAYLOAD) 99G/446	\$22,180.00
XL 100A Super Cab 6.5 Ft. Box	
Base Price X1C, 4x2 (3.5L Ti-VCT FFV V6 engine 6100 GVWR 1680 PAYLOAD) 998/446	\$19,810.00
[] Base Price X1C, 4x2 (2.7L V6 EcoBoost <sup>TM</sup> engine 6250 GVWR 1740 PAYLOAD) 99P/446	\$20,446.00
[] Base Price X1C, 4x2 (5.0L 4V FFV V8 engine 6900 GVWR 2330 PAYLOAD) 99F/446	\$21,086.00
[] Base Price X1C, 4x2 (3.5L V6 EcoBoost <sup>TM</sup> engine 6900 GVWR 2280 PAYLOAD) 99G/446	\$21,406.00
[] Base Price X1E, 4x4 (3.5L Ti-VCT FFV V6 engine 6300 GVWR 1660 PAYLOAD) 998/446	\$22,807.00
[] Base Price X1E, 4x4 (2.7L V6 EcoBoost <sup>TM</sup> engine 6500 GVWR 1740 PAYLOAD) 99P/446	\$23,443.00
Base Price X1E, 4x4 (5.0L 4V FFV V8 engine 7050 GVWR 2230 PAYLOAD) 99F/446	\$24,083.00
Base Price X1E, 4x4 (3.5L V6 EcoBoost <sup>TM</sup> engine 7050 GVWR 2170 PAYLOAD) 99G/446	\$24,403.00
Eighte 7000 GV WK 21701 AT LOAD) 990/440	Ψ24,403.00
XL 100A Super Cab 8 Ft. Box	
Base Price X1C, 4x2 (2.7L V6 EcoBoost <sup>TM</sup> engine 6500 GVWR 1910 PAYLOAD) 99P/446	\$20,781.00
[ ] Base Price X1C, 4x2 (5.0L 4V FFV V8 engine 7000 GVWR 2330 PAYLOAD) 99F/446	\$21,421.00
[ ] <b>Base Price X1C, 4x2</b> (3.5L V6 EcoBoost <sup>TM</sup> engine 7050 GVWR 2290 PAYLOAD) 99G/446	\$21,741.00
Base Price X1E, 4x4 (5.0L 4V FFV V8 engine 7000 GVWR 2060 PAYLOAD) 99F/446	\$24,421.00
[] <b>Base Price X1E, 4x4</b> (3.5L V6 EcoBoost <sup>TM</sup> engine 7050 GVWR 2030 PAYLOAD) 99G/446	\$24,741.00
	. ,
XL 100A Heavy Duty Payload Package (627) 8 Ft. Box	
Package Includes: 17" Silver Steel Heavy Duty Wheels, Upgraded springs, radiator and au	
cooler, 9.75" gear set, 3.73 Electronic Locking Rear Axle, Trailer Towing package, and L	T245/70R17E BSW All-
Terrain Tires	
Regular Cab Heavy Duty Payload Package	
Base Price F1C, 4x2 (5.0L 4V FFV V8 engine 7600 GVWR 3070 PAYLOAD) 99F/446	\$21,792.00
Base Price F1C, 4x2 (3.5L V6 EcoBoost <sup>TM</sup> engine 7600 GVWR 3040 PAYLOAD) 99G/446	\$22,272.00
[ ] <b>Base Price F1E, 4x4</b> (5.0L 4V FFV V8 engine 7600 GVWR 2680 PAYLOAD) 99F/446	\$23,456.00
Base Price F1E, 4x4 (3.5L V6 EcoBoost <sup>TM</sup> engine 7600 GVWR 2820 PAYLOAD) 99G/446	\$23,936.00
, , , , , , , , , , , , , , , , , , , ,	. ,
Super Cab Heavy Duty Payload Package	
Base Price X1C, 4x2 (5.0L 4V FFV V8 engine 7600 GVWR 2790 PAYLOAD) 99F446	\$23,017.00
[ ] Base Price X1C, 4x2 (3.5L V6 EcoBoost <sup>TM</sup> /engine 7600 GVWR 2770 PAYLOAD) 99G/446	\$23,497.00
[ ] Base Price X1E, 4x4 (5.0L 4V FFV V8 engine 7600 GVWR 2540 PAYLOAD) 99F/446	\$26,017.00
[ ] Base Price X1E, 4x4 (3.5L V6 EcoBoost <sup>TM</sup> engine 7600 GVWR 2520 PAYLOAD) 99G/446	\$26,497.00

Available Options	Option Code	Price
Cloth 40/20/40 Split Bench Seats	CG	N/C
[ ] Vinyl 40/Console/40 Front Bucket Seats w/Center Console	VG	125.00
(Super Cab Only)		
[ ] Cloth 40/Console/40 Front Bucket Seats w/Center Console	WG	125.00
(Super Cab Only)		
Manual Driver Lumbar	90L	40.00
[X] 36 Gallon Fuel Tank	655	195.00
[ ] Trailer Tow Package	53A	495.00
[X] Trailer Towing Package with Integrated Trailer Brake Controller		770.00
[ ] Pro Trailer Backup Assist (Includes Tailgate LED and 4.2" LCD 47		
productivity screen in instrument cluster, Rear View Camera (76C), F		
Equipment Group (85A), Class IV Trailer Hitch (53B), and Trailer To		
Package.(53A/53C))	C	
[ ] Reverse Sensing System (Must Order Trailer Towing Package)	76R	275.00
[X] Axle Locking Rear	XL	470.00
[ ] Front / Rear Chrome Bumper with Fog Lamps	17C	315.00
[ ] Chrome Appearance Package (17" Silver Painted Aluminum Wheel	s, <b>86A</b>	775.00
Chrome Front and Rear Bumpers and Fog Lamps)		
[ ] AM/FM Stereo/Clock/Single-CD	58B	290.00
[X] Cruise Control	50S	225.00
Cruise Control with SYNC	50S/52B	645.00
[ ] Power Equipment Group, Power Locks/Windows, w/Keyless		
Entry, Power Mirrors, Reg. Cab Only	85A	970.00
[ ] Power Equipment Group, Power Locks/Windows, w/Keyless		
Entry, Power Mirrors, SuperCab Only	85A	1170.00
[ ] Power Equipment Group, Power Locks/Windows, w/Keyless		
Entry, Power Mirrors, and Rear View Camera Reg. Cab Only	85A/76C	1220.00
[ ] Power Equipment Group, Power Locks/Windows, w/Keyless		
Entry, Power Mirrors, and Rear View Camera SuperCab Only	85A/76C	1420.00
[ ] Mirrors Sideview Manual-folding, Power Glass with Heat, Turn Signa	1 54R/59S	480.00
Auto-Dimming Feature (Driver's Side), High-Intensity LED Security		
Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps		
Only Available with Power Equipment Group (85A)		
[ ] Skid Plates 4x4 Only	413	160.00
[ ] Snow Plow Prep (4x4, and Available w/5.0L Engine Only)	68P	50.00
[ ] Rear Window, Privacy Glass with Defroster	57Q/924	320.00
[ ] Rear Window Fixed Privacy Glass	924	100.00
[ ] Power Sliding Rear Window with Privacy Glass and Defroster (Super	<b>Cab</b> ) 57Q/924/435	670.00
[ ] Black Platform Running Boards	18B	250.00
[X] Black Step Bars (Regular Cab Only)	18E	300.00
[ ] 100V/400W Outlet (Super Cab Only)	91V	200.00
[ ] Fog Lamps	595	140.00
[ ] Tailgate Step	63T	375.00
[ ] Pickup Box Access Steps (6.5' or 8' styleside box only)	63S	325.00
[ ] Daytime Running Lights	942	50.00
[ ] Engine Block Heater	41H	90.00
[X ] Back up Alarm System	85H	100.00
[ ] Front License Plate Holder	153	N/C
[ ] Color-Coordinated Carpet w/Carpeted Floor Mats	168	145.00
[X] Spray in Bedliner	96W	475.00
Bed Liner – Plastic, Drop-in (NA w/ Cable Lock – 47S)	96P	280.00
[ ] LED Warning Strobes – Amber (Includes Center High-Mounted Stop	Light 94S_	195.00
	TOTAL S	\$ <mark>22,261.00 e</mark>

# Reg. and Super Cab F150 Page 4

# Colors & Trim Availability:

Colors & Tilli Avallability.		
		Interior
Exterior_	(	Med. Earth Grey)(AG)
Shadow Black	(G1)	[ ]
Oxford White	(YZ)	[X]
Magnetic	(J7)	[ ]
Race Red	(PQ)	[ ]
Blue Jeans	(N1)	[ ]
Ingot Silver	(UX)	[ ]
Green Gem	(W6)	[ ]
Caribou	(H5)	[ ]
SPECIAL PAINT		
School Bus Yellow Add \$730.00	[84S53]	[]
Omaha Orange Add \$595.00	[W5684E]	[]

### Macomb Co# 71-15, T.10

# 2016 F-350 SRW Models

# Reg. Cab, SuperCab, Crew Cab Major Standard Equipment

### Powertrain/Functional

- Alternator, Heavy Duty 157-amps
- Alternator, Extra Heavy Duty 200-amps (Diesel)
- Battery, Diesel engine, 750 CCA, 78-AH, dual
- Battery, Gas engine, 650 CCA, 72-AH
- Brakes 4-Wheel Anti-lock Braking System
- Engine– 6.2L 2-Valve SOHC EFI modular V8 gas (Flex Fuel)
- Fuel Tank, 35 Gallon (Gas Engine)
- Fuel Tank, 26 Gallon (Diesel Engine) 137", 142" & 156" Wheelbase
- Fuel Tank, 37.5 Gallon (Diesel Engine) 158" & 172" Wheelbase
- Rear axle Non-Limited Slip
- · Stationary Elevated Idle Control
- Stabilizer bar front
- Stationary Elevated Idle Control (SEIC)
- Steering power
- · Steering damper
- Tire Pressure Monitoring System (TPMS)
- Trailer Tow Package 7-wire harness w/relays & 7/4-pin connector

### Exterior

- "3-Blink" lane change signal
- Bumpers front & rear, black painted
- Fender vents front
- Front License Plate Bracket
- · Glass solar tinted
- Grille Black painted
- Handles door & tailgate, black
- Headlamps dual beam jewel effect
- Jack- 2-Ton mechanical
- Mirrors Manual Telescoping Trailer Tow Mirrors w/Manual Glass
- Moldings, tailgate and box rail
- Pickup box partitionable & stackable
- Spare tire, wheel, lock & frame-mounted carrier
- Stop light high-mounted
- Tie-down hooks pickup box (four w/6 ¾' box; six w/8' box)
- Tires-LT245/75Rx17E BSW A/S (5)
- Tow Hooks-Front (2)
- Wheels—17" Argent painted steel w/painted hub covers/center ornaments

- Underhood service light
- Window rear, fixed

#### Interior

- Air conditioning manual
- Audio AM/FM stereo/digital clock & 2-speakers
- Coat hooks LH/RH color coordinated
- Dash-top tray
- Dome Lamp LH/RH door activated I/P switch operated w/delay
- Door trim armrest/grab handle & reflector
- Floor covering Black, full length vinyl
- Headliner color coordinated cloth
- Instrument panel color coordinated w/glove box, 4 air registers w/positive shutoff, power point, storage bin & trash bag hook
- Instrumentation Multifunction switch message center with ice blue lighting (three button message control on steering wheel)
- Map lights dual (front and rear w/Crew Cab)
- Mirror rearview 11.5" day/night
- Overhead console with dual storage bins and map lights (Super Cab and Crew Cab)
- Power point auxiliary (2)
- Scuff plates color coordinated
- Seats Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar driver side), front center seat includes integrated restraint
- Steering wheel Black vinyl, with telescoping and raking steering column
- Sunvisors color coordinated vinyl, single driver w/pocket, single passenger w/mirror insert
- Windshield wipers interval control

# Safety/Security

- Air bags Driver and Passenger frontal and side air bag/curtain
- Air bag deactivation switch passenger side (not incl. w/Crew Cab)
- Belt-Minder®
- $\bullet \ MyKey \\ @$
- Safety belts color coordinated w/height adjustment D-ring
- SecuriLock® Anti-Theft Ignition
- SOS Post Crash Alert System
- AdvanceTrac® with Roll Stability Control®
- Trailer Sway Control and Hill Assist Control

	_	,	,	
[ ] Base Price 4x2 (F3A/610a)				\$21,704.00
[ ] Base Price 4x4 (F3B/610a)				\$24,610.00

10500# GVWR SuperCab 6 3/4 Ft. SHORT Box, 142"WB, 100 [] Base Price 4x2 (X3A/610a) [] Base Price 4x4 (X3B/610a)	\$24	R I,088.00 I,524.00
10900# GVWR SuperCab 8 Ft. Box, 158"WB, 10800# [ ] Base Price 4x2 (X3A/610a) [x] Base Price 4x4 (X3B/610a)	\$24	,,262.00 <mark>,,698.00</mark>
10700# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 156" WB, 108 [ ] Base Price 4x2 (W3A/610a) [ ] Base Price 4x4 (W3B/610a)	\$26	र 5,106.00 5,546.00
11000# GVWR Crew Cab 8 Ft. Box , 172" WB, 11000# [ ] Base Price 4x2 (W3A/610a) [ ] Base Price 4x4 (W3B/610a)	\$26	5,280.00 5,716.00
Available Standard Options  [ ] 6.7L Power Stroke 4V Diesel V8 (B20)/TorqShift 6-Spd Auto. [ ] Seats, 40/20/40 Split Bench Cloth [ ] Seat, Vinyl 40/Mini-Console/40 (Regular Cab only) [ ] Seats, Cloth 40/Mini-Console/40 [ ] Tires, LT245/75Rx17E All-Terrain (5) [ ] Tires, LT265/70R17E OWL All-Terrain (4)(Spare is BSW) [ ] 17" Aluminum Wheels [ ] Tires, LT275/65Rx18E BSW A/S (5) [ ] Tires, LT275/70Rx18E BSW All-Terrain 4x4 ONLY [ ] Engine Idle Shutdown (avail. w/6.7L diesel Only) [ ] Power Locks, Windows, Mirrors, (Manual Telescoping w/Power Heated Glass, Inter. Clearance Lamps/turn signals), and Remote Keyless Entry	Option 99T/44W 1S LS 2S TBM TCD 64W TCH/64F TDX/64F 63T 90L/54K	Price Reg.&Super/Crewcab 7,450.00 100.00/315.00 355.00 515.00/615.00 125.00 455.00 600.00 455.00 550.00 250.00 895.00/1105.00cc
<ul> <li>[x] Extra Heavy Duty Alternator 200 amp</li> <li>[] Dual Alternators, Diesel only (total of 320 amps)</li> <li>[] Electric Shift on the fly (4x4 only)</li> <li>[] Keys Extra for SecuriLock Anti-Theft Ignition</li> <li>[x] Trailer Brake Controller</li> </ul>	67D 67A 213 Sig 52B	<b>75.00</b> 380.00 185.00 50.00 EA <b>270.00</b>
<ul> <li>[ ] Transmission Power Take-Off Provision , Diesel Only</li> <li>[x] Cab Steps Molded Black</li> <li>[ ] Window, Rear Sliding w/Privacy Glass(Deep Tint)</li> <li>[ ] Reverse Vehicle Aid Sensor</li> <li>[ ] Rear View Camera (NA w/Pickup Box Delete)</li> <li>[ ] Roof Clearance Lights</li> <li>[ ] Tailgate Step, Incl. Tailgate Assist, Step &amp; Handle</li> <li>[ ] AM/FM w/Single CD/MP3 Player/Clock w/4 speakers</li> <li>[ ] Speed Control</li> </ul>	62R 18B 433 76R 76V 592 85G 585 525	280.00 320.00/370.00 125.00 245.00 470.00 55.00 375.00 275.00 235.00
<ul> <li>[x] Upfitter Switches (4) located on I/P</li> <li>[] 10,000 GVWR Package</li> <li>[x] 4x4 Off-Road Pkg (Incl.Skid Plates, E-Locking Axle &amp; AT T</li> <li>[x] Camper Package</li> <li>[] Suspension Package, Heavy Service(N/A with 473)</li> </ul>	66S 68D ires)17X/X 471 67H	125.00 100.00 3E/TBM 947.00 160.00 125.00

[x] Snow Plow Prep Package(N/A with 67H)	473	85.00
[ ] CNG/LPG Prep Fuel Capable Engine	98F	315.00
[ ] XL Decor Group (Chrome front and rear step bumper, Bright	17F	220.00
chrome hub covers and center ornaments)		
[ ] XL Appearance Pkg (Chrome front and rear step bumper,	96P	855.00
AM/FM Stereo/Single CD w/4 Speakers, Bright chrome Grille		
surround with black insert, Bright Chrome hub covers and		
center ornaments, & Cruise Control		
[ ] XL Value Pkg (Chrome front and rear step bumper, AM/FM	96V	595.00
Stereo/Single CD w/4 Speakers, Bright chrome hub covers		
and center ornaments, & Cruise Control		
[ ] XL Value Pkg with SYNC System (All of the above listed	96V/91N	N/62D 990.00
& SYNC Entertainment & Bluetooth Technology System)		
[ ] Crew Chief(Telematics) by Microlise	87T	800.00
[ ] Cable Lock by Master Lock™ (Factory Invoiced	87C	120.00
Accessory; Replaces Cargo Tie Down Hooks; NA w/ 66D		
Pickup Box Delete)		
[ ] Pickup Box Delete(8' box only, NA 76V Rear View Camera)	66D	(465.00)
Rearview Camera Prep Kit for <b>Box Delete</b> (Includes Loose	76D	`470.00
Camera, Wiring Bundle, and Electrochromic Mirror w/Video		
Display)		
[ ] Heavy Service Package for Pickup Box Delete Only	63R	110.00
Spare Tire & Rim (for Box delete only)	512	295.00
Axle, Electronic Locking	X3_	390.00
Daytime running Lights	942	45.00
Skid Plate Package	41P	100.00
Tough Bed(Spray-in-bedliner)	85S	475.00
Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	135.00
Powercode Remote Start System(Req. Power Equip. Grp.)	76S	195.00
Bug Shield	61B	108.00
Splash Guards/Mud Flaps	61S	130.00
[x] Wheel Well Liner	61L	180.00
[x] Exterior Backup Alarm	76C	125.00
[x] LED Warning Strobes-Amber (Includes Center High-Moun	ted 87S	700.00
Stop Light Bar and (2) Hood Mounted Lights		
	Total Pri	ice \$ <u>29,685.00</u>
Colors for F-350 SRW		
Exterior Colors Interior Steel (G	<u>(irey)</u>	
Race Red [PQ] [ ]		
Blue Jeans Metallic [N1] []		
Green Gem Metallic [W6] [ ]		
Ingot Silver Metallic [UX] [ ]		



# **MEMORANDUM**

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

DATE: January 14, 2016

TO: City Council

FROM: Mark Mitchell, Public Works Superintendent

SUBJECT: Purchase of three (3) 8-foot pickup mounted snow plows with controllers, mounted by

seller to City of Owosso pickups.

RECOMMENDATION: Staff recommends council accept the quote from D&G Equipment (Corunna Store) for the purchase of three 8-foot plows at \$5,100.00 each, for a total of \$15,300.00.

BACKGROUND: The City of Owosso utilizes pickup mounted snow plows to clear city parking lots, facility lots, dead end streets and alleys.

Having conferred with the manufacturers, staff has determined that an eight-foot plow is sufficient and of the proper size for the new pickups purchased. Quotes were accepted from three different manufacturers/ suppliers, two of which are local.

Owosso Hitch and Plow Center, Owosso, MI

Mever - Lot Pro 8' full trip

0% in city no up charge \$6,300.00 ea

D&G Equipment, Corunna, MI

Boss 8' Steel Super \$5,100.00 ea 3% In county up charge \$5,253.00 ea

Knapheide Truck Equipment, Flint,MI

Western 8' Pro Snow Plow \$4,912.00 ea 6% out of county up charge + \$294.72 \$5,225.53 ea

Two snow plows are to be mounted onto the new pickups purchased by DPW and one mounted onto a pickup being purchased by Water Filtration.

It should be noted that the D&G quote exceeds the Knapheide quote by approximately \$28.00 per plow. The recommendation to go with D&G stems from the fact that the D&G's price is very close to that of Knapheide, D&G is a local vendor, and they are readily available should repairs be needed.

FISCAL IMPACTS: Purchases are to be charged against the following accounts:

DPW Acct# 661-901-979000 \$10,200.00 Water Filtration Acct# 591-901-977000 \$ 5,100.00

Document originated by: Mark Mitchell, Public Works Superintendent

### **RESOLUTION NO.**

# RESOLUTION AUTHORIZING THE PURCHASE OF SNOW PLOWS FOR CITY FLEET PICKUP TRUCKS FROM D & G EQUIPMENT, INC.

WHEREAS, the City of Owosso, Shiawassee County, Michigan, maintains a fleet of equipment to handle day to day operations; and the Department of Public Works and Water Filtration Departments require the use of pickup mounted snow plows; and

WHEREAS, the City of Owosso sought quotes for the purchase and installation of three snow plows; a competitive quote was received from D & G Equipment, Inc. and it is hereby determined that D & G Equipment, Inc. is qualified to provide and install such equipment and that it has submitted a responsible and responsive quote; and

WHEREAS, it is determined that the public interest is best served by making this purchase from a local vendor that is able to quickly attend to any service requests on the equipment.

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 three truck-mounted snow plows from D & G Equipment, Inc.

SECOND: City staff are instructed and authorized to carry out the purchase of the above named

equipment from D & G Equipment, Inc. in the amount of\$15,300.00.

THIRD: The accounts payable department is authorized to pay D & G Equipment, Inc. up to the

quote amount upon satisfactory delivery and installation of said equipment.

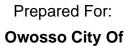
FOURTH: The above expenses shall be charged against the following accounts:

DPW Acct# 661-901-979000 \$10,200.00 Water Filtration Acct# 591-901-977000 \$ 5,100.00





Quote Id: 12573131





Prepared By: Mark Fleser

D & G Equipment, Inc. 1047 N. Shiawassee Street Corunna, MI 48817

Tel: 989-743-8844

Mobile Phone: 517-881-6516

Fax: 989-743-8855

Email: mfleser@dgequipment.com

Date: 23 December 2015 Offer Expires: 31 January 2016





# **Quote Summary**

**Prepared For:** 

Owosso City Of 301 W Main St Owosso, MI 48867 Business: 989-723-8844 Prepared By:

Mark Fleser D & G Equipment, Inc. 1047 N. Shiawassee Street Corunna, MI 48817 Phone: 989-743-8844

Mobile: 517-881-6516 mfleser@dgequipment.com

Service calls and transportation fees are the responsibility of

the customer and not covered by warranty.

There is no return on Power Equipment D&G Equipment is a full service dealer and equipment will be repaired per manufactures guidelines only.

All used equipment sold as is unless specified on purchase

order X\_\_\_\_\_

Quote ia.	123/3131
Created On:	23 December 2015
<b>Last Modified On:</b>	13 January 2016
Expiration Date:	31 January 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2015 BOSS 8' STEEL SUPER	\$ 6,500.00	\$ 5,427.00 X	1 =	\$ 5,427.00
Equipment Total				\$ 5,427.00
	Quo	te Summary		
Equipment Total				\$ 5,427.00
	DISCOUNT Setup SubTotal Total			\$ (327.00)
				\$ 0.00
				\$ 5,100.00
				\$ 5,100.00
	Down Payment Rental Applied			(0.00)
				(0.00)
	Balance Due			\$ 5,100.00

Salesperson : X	Accepted By : X
	· · · · · · · · · · · · · · · · · · ·



# **Selling Equipment**



Quote Id: 12573131 Customer: OWOSSO CITY OF

2015 BOSS 8' STEEL SUPER								
Hours: 0				Suggested List				
Stock Number:				\$ 6,500.00				
				Selling Price				
				\$ 5,427.00				
Code	Description	Qty	Unit	Extended				
8FTBOSS	BOSS 8 FT STRAIGHT BLADE	1	\$ 6,500.00	\$ 6,500.00				
	Suggested Price			\$ 6,500.00				
Customer Discounts								
Customer Discounts Total		\$ -1,073.00	\$ -1,073.00					
<b>Total Selling Pr</b>	rice			\$ 5,427.00				



**Knapheide Truck Equipment - Flint** 

1200 S. Averill Ave. Flint MI 48503 Phone: 810-744-0295 855-629-4643 Fax:

www.flint.knapheide.com

#### QUOTATION

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H€FÁT ŒÐ ÁÙVÜÒÒV

/////////////////Prepared

ÖUVVU

Phone: FËÌ JË G ËÉ JJ AMA

Contact: ÖŒÞ

Fax: ////////////////////

Salesperson: ÁÖŒÞÁJVVU

**ÁQuote Number: DO00002590** 

Quote Date: ƌ ES

Quote valid until: ÆÐ ЀFÎ

PO#:Á

By:

Make: CHEVROLET	Model: SILVERADO 2500	<b>Year:</b> 2008	Single/Dual:	
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:	

Q1	Y PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
	FÁÁ QWÚÚÌ€	Y ÒÙVÒÜ ÞÁ ŒŰÜ UÁÜÞUY ÁÚŠUY Ê PÒŒXŸÁÖWYÄÔUT T ÒÜÔŒSÁÜÞUY ÁÚŠUY ÉÁFÉFERÄR ŐPÉ WŠVÜŒT UWÞVÁVÜWÔSÁŒVVŒÔPT ÒÞVÁÓÜŒÔSÒVÊ ÜUŠŒVUÞÁT UÖWŠÒÁZŠÒÒVÁZŠÒÝÁY ÜÜQĐÕÂÙŸÙVÒT Ê ŒMÜPUÔSÁŒÖÙUÜÓÒÜÜÉÄQ ÞÁVÜÓJÁÙÚÜQĐÕÙÊ PŒŠUÕÒÞÁRҌ֊ŐPVÙÉÍÔŠŒÖÒÁŐWÖÒÙÉÁÙSÓJÁUPUÒÙÊ ÔŒÁÔUT TŒPÖÁRŒÞÖÁRÒŠÖÁÔUÞVÜUŠÉ EHEÁÆQÜVŒŠŠÒÖÁÆHE	ÄÍÉÈFHÈ€€	\$5,413.00
	FÁÁ TOÙÔÁY TÖÁWWWWA	Y ÒÙVÒÜÞÁT WÞÓÐÓŒŠÁÖÒDÔUWÞVÁÁÁ ÁMMMMMMMMM	ÇÅÍ€FÈE€ET	(\$501.00)
			Quote Total:	\$4,912.00
			Discount:	\$0.00

**Total Due:** \$4,912.00

The following options may be added:

	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ſ	ÁÁ				

#### Ô\*• [{ ^\A; \*• oAa|A; \*oAc@As; -{ |{ aca; } As^|[, As^-{ | ^Ac@A; | a^| Asa; As^A; |[ &^••^a...

Accepted by:	
Date:	
P.O. number:	

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Options and Quoted Items do NOT include applicable Sales Tax.
- If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

#### Notes:

PRICE BASED ON OUR PRE-SEASON DISCOUNT. \*\*\*\* PRICE ONLY GOOD WHILE SUPPLIES LAST \*\*\*\*



### OWOSSO HITCH and PLOW CENTER Inc.

710 S. Chipman Owosso, MI. 48867

(989)725-9977 Fax: (989) 729-6559

Invoice Date: 28-Dec-15

Quote

Invoice

Invoice Number: 33893

Cash/Charge: Cash

Customer

**CITY OF OWOSSO** 301 W MAIN

**OWOSSO** 

ΜI

48867 **Phone** 7238844 PO 72

Quantity	<b>Product Code</b>	Description	Unit Price	Extended
1	2	Etc.	\$0.00	0.00
1	1	dia 8 installed on 2016 f250	\$7,133.40	5650.00
			Sub Total	5650.00
P. O. #			Shipping Chg	0.00
			Sales Tax	
1. 0. # ====			Total Labor	500.00
			<b>Total Due</b>	\$6,150.00

ACCOUNT DUE AND PAYABLE UPON RECEIPT.MINIMUM \$2.00 or 1.5% MONTHLY (18%apr)ADDED TO

ACCOUNTS OVER 30 DAYS.

SIGNED----

LOT PRO 8 Lau TRIP +#150 To order



## WARRANT 516 January 12, 2016

Vendor	Description	Fund	Amount
Logicalis, Inc.	Network engineering services- December 2015	Various	\$ 6,272.00
William C. Brown, PC	Professional services-December 10, 2015-January 11, 2016	General	\$10,123.36
Owosso Charter Township	Owosso charter township 2011 water agreement payment-October 1, 2015-December 31, 2015	Water	\$ 9,602.46
Caledonia Charter Township	Caledonia utility fund payment- October 1, 2015-December 31, 2015	Water	\$20,132.77
		TOTAL	\$46,130.59

### CHECK REGISTER FOR CITY OF OWOSSO CHECK DATE FROM 12/01/2015 - 12/31/2015

Check Date	Bank	Check	Vendor Name Description		Amount		
Bank 1 GENERAL FUND (POOLED CASH)							
12/10/2015	1	125972	HIBBLER, STEVE REFUND	Ś	19.00		
12/10/2015	1	125973	,	MIUM-PAYROLL DEDUCTION \$	437.78		
12/10/2015	1	125974		ER FEES FOR 10/28/15 EVENT-PAID BY DONATIONS \$	520.00		
12/10/2015	1	125975	•	OF LEGAL NOTICES ETC \$	222.50		
12/10/2015	1	125976		•	4,485.02		
12/10/2015	1	125977	CONSUMERS ENERGY GAS/ELECTR		4,375.63		
12/10/2015	1	125978	VOID	\$	-,575.05		
12/10/2013	-	125570	Void Reason: Created From Check Run Process	*			
12/10/2015	1	125979	JUDY ELAINE CRAIG COURIER SE	ERVICE \$	162.00		
12/10/2015	1	125980	D & D TRUCK & TRAILER PARTS PARTS	\$	911.99		
12/10/2015	1	125981		DYMENT TESTING \$	350.00		
12/10/2015	1	125982		I SERVICES FOR CROSS CONNECTION PROGRAM \$	698.75		
12/10/2015	1	125983	HOME DEPOT CREDIT SERVICES SUPPLIES SUPPLIES	\$	185.42		
12/10/2015	1	125984	INTERSTATE BILLING SERVICE INC PARTS	Š	79.17		
12/10/2015	1	125985		STEWATER ANALYSES \$	195.00		
12/10/2015	1	125986	RUSTY LAMAY OPD-MEAL	· · · · · · · · · · · · · · · · · · ·	10.00		
				·			
12/10/2015	1	125987		-\$1800 TO BE REIMBURSED BY GRANT \$	2,097.50		
12/10/2015	1	125988		·	394.56		
12/10/2015	1	125989	LUDINGTON ELECTRIC, INC. ELECTRICAL	·	481.69		
12/10/2015	1	125990		K-MEMBERSHIP \$	75.00		
12/10/2015	1	125991			2,275.00		
12/10/2015	1	125992	MISDU PAYROLL DE	· · · · · · · · · · · · · · · · · · ·	1,827.81		
12/10/2015	1	125993	·	· · · · · · · · · · · · · · · · · · ·	1,011.13		
12/10/2015	1	125994	NEOFUNDS BY NEOPOST POSTAGE FO	·	1,000.00		
12/10/2015	1	125995		DTE CONTROL TRANSMITTER/LUBE SPRAY \$	229.83		
12/10/2015	1	125996	NORTH ARROW TECHNOLOGIES INC 2015 PARCE	· · · · · · · · · · · · · · · · · · ·	150.00		
12/10/2015	1	125997		ES-PAID BY DONATIONS \$	722.81		
12/10/2015	1	125998	OFFICE DEPOT SUPPLIES	\$	197.20		
12/10/2015	1	125999		·	3,680.00		
12/10/2015	1	126000		•	1,744.50		
12/10/2015	1	126001		INSPECTION SERVICES \$	500.00		
12/10/2015	1	126002		ON DUES-PAYROLL DEDUCTION \$	833.00		
12/10/2015	1	126003	RHONDA S PRITCHETT REIMBURSE	•	592.20		
12/10/2015	1	126004	· · · · · · · · · · · · · · · · · · ·	AL SUPPLIES \$	395.35		
12/10/2015	1	126005		CEMENT PARTS FOR GENERATOR \$	47.85		
12/10/2015	1	126006	SHIAWASSEE COUNTY ROAD COMMISSION EMULSION	·	1,788.08		
12/10/2015	1	126007		AIR TO SEWER TRUCK \$	135.40		
12/10/2015	1	126008	SMITH JANITORIAL SUPPLY SUPPLES	\$	419.80		
12/10/2015	1	126009	STATE OF MICHIGAN WWTP-FEE	·	100.00		
12/10/2015	1	126010	STECHSCHULTE GAS & OIL, INC. FUEL-PE 11,		4,358.27		
12/10/2015	1	126011		CLING USED OIL \$	65.00		
12/10/2015	1	126012	VALLEY LUMBER SUPPLIES	\$	31.51		
12/10/2015	1	126013		RASH SERVICE \$	375.04		
12/10/2015	1	126014	WASTE MANAGEMENT OF MICHIGAN INC LANDFILL D	· · ·	3,024.84		
12/10/2015	1	126015	WIN'S ELECTRICAL SUPPLY OF OWOSSO PARTS	\$	205.19		
12/10/2015	1	953(A)	MICHAEL LEVERE ASH SCHOOL LIA	AISON OFFICER-53.5/HRS \$	979.05		
12/10/2015	1	954(A)	BELL EQUIPMENT COMPANY 200 FT VERI	SIGHT PRO-PUSH CAMERA (\$4250 TO BE REIMBURSEMENT FROM GRANT) \$	8,500.00		
12/10/2015	1	955(A)	CENTRON DATA SERVICES, INC. WINTER 20:	15 TAX BILLS-PROCESSING/PRINTING \$	1,668.61		
12/10/2015	1	956(A)	DALTON ELEVATOR LLC NOV 2015 C	CYLINDER RENT/SUPPLIES \$	443.24		
12/10/2015	1	957(A)	DUPERON LEASING & SALES INC SCREENING	EQUIPMENT LEASE PAYMENT \$	1,815.00		
12/10/2015	1	958(A)	EMPLOYEE BENEFIT CONCEPTS INC DECEMBER	2015-FSA ADMIN FEE \$	415.00		
12/10/2015	1	959(A)	ETNA SUPPLY COMPANY WATER INV	ENTORY ITEMS \$	3,732.69		
12/10/2015	1	960(A)	FASTENAL COMPANY SUPPLIES	\$	328.86		

12/10/2015	1	961(A)	FRONT LINE SERVICES, INC.	OFD-TOWER 1 REPAIRS	•	632.50
12/10/2015	1	962(A)	GILBERT'S DO IT BEST HARDWARE & APP	SUPPLIES		265.22
12/10/2015	1	963(A)	DENICE A GRACE	RECORDING SERVICES FOR PLANNING /OWOSSO	\$	60.00
12/10/2015	1	964(A)	INDEPENDENT STATIONERS	SUPPLIES	\$ \$	35.14
12/10/2015	1	965(A)	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE MEDICAL SUPPLIES		990.24
12/10/2015	1	966(A)	JOHNSON CONTROLS, INC.	CITY HALL-REFRIGERANT		400.00
12/10/2015	1	967(A)	KODIAK EMERGENCY EQUIPMENT INC	OFD-BRACKETS FOR NEW AMBULANCE PARTS		197.79
12/10/2015 12/10/2015	1 1	968(A)	1ST CHOICE AUTO PARTS INC	SUPPLIES	\$ \$	524.14 14.34
12/10/2015	1	969(A) 970(A)	OFFICE SOURCE OFFICEMAX INC	SUPPLIES	τ	577.24
12/10/2015	1	970(A) 971(A)	POLYDYNE INC	AF 4500 POLYMER		,232.50
12/10/2015	1	971(A) 972(A)	PRIORITY ONE EMERGENCY INC	FLEET-STROBES-4	' '	996.00
12/10/2015	1	972(A) 973(A)	PVS TECHNOLOGIES, INC.	WWTP-FERRIC CHLORIDE	·	,331.02
12/10/2015	1	974(A)	REHMANN ROBSON	PROGRESS BILLING FOR FY 14/15 AUDIT	/	,000.00
12/10/2015	1	975(A)	ST JOHNS ANSWERING SERVICE INC	JAN 2016-ANSWERING SERVICE	\$ 13,	75.00
12/10/2015	1	976(A)	VICTORY HEATING & COOLING	OFD-BLOCK HEATER FOR GENERATOR	•	853.30
12/10/2015	1	977(A)	MERLE E WEST II	PLUMBING/MECHANICAL INSPECTION SERVICES		600.00
12/10/2015	1	978(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-49/HRS		896.70
12/16/2015	1	979(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	NOV 15-POLICE COMMAND EMPLOYEES		,895.30
12/17/2015	1	126016	MARK D AGNEW	OPD-GRAPHIC REPAIRS FOR #41	, \$	95.00
12/17/2015	1	126017	APEX SOFTWARE	MAINT RENEWAL-1/1/16-1/1/17	•	470.00
12/17/2015	1	126018	DENBOER-BATTERIES PLUS	OFD-BATTERIES	Š	48.58
12/17/2015	1	126019	CARQUEST AUTO PARTS STORE	PARTS	Š	73.97
12/17/2015	1	126020	CENTRAL MICHIGAN DIESEL, INC.	WWTP-OIL CHANGE AND FULL SERVICE/TROUBLE	τ	743.68
12/17/2015	1	126021	CITY OF OWOSSO	TAXES	Š	33.05
12/17/2015	1	126022	CITY OF OWOSSO - SPECIAL ASSESSMENT	SPECIAL ASSESSMENT-C/A 11/2/15	τ	,123.52
12/17/2015	1	126023	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	,	,162.21
12/17/2015	1	126024	DELTA DENTAL PLAN OF MICHIGAN	JAN 2015-DENTAL INSURANCE PREMIUM	. ,	,981.42
12/17/2015	1	126025	FIRST DUE FIRE SUPPLY	TURN OUT GEAR FOR HARVEY AND LITTLE		,914.65
12/17/2015	1	126026	INTERNATIONAL CODE COUNCIL INC	BUILDING-2015 MICHIGAN RESIDENTIAL CODE BOOK	,	132.00
12/17/2015	1	126027	JEFF KISH	REIMBURSEMENT		188.97
12/17/2015	1	126028	LAMPHERE'S	REFUND	T	120.00
12/17/2015	1	126029	MEMORIAL MEDICAL ASSOCIATES	WWTP-HEP B VACCINE	Š	55.00
12/17/2015	1	126030	NEXTEL COMMUNICATIONS	NOV 2015-CELL PHONE SERVICE AND EQUIPMENT	· ·	,100.06
12/17/2015	1	126031	OWOSSO CHARTER TOWNSHIP TREAS & OUTDOORS PLUS INC	OWOSSO DRAIN PAYMENT-PER CONSERVATION EASEMENT		329.64
12/17/2015	1	126032	OWOSSO CHARTER TOWNSHIP TREASURER	STREET LIGHTS	\$	53.06
12/17/2015	1	126033	OWOSSO CHARTER TREA & JOHN D FISHER	OWOSSO DRAIN PAYMENT-PER CONSERVATION EASEMENT	\$	147.76
12/17/2015	1	126034	OWOSSO CHARTER TWP TREAS & EVERGREENS INC	OWOSSO DRAIN PAYMENT-PER CONSERVATION EASEMENT	\$	263.66
12/17/2015	1	126035	OWOSSO CHARTER TWP TREAS & NORTHWOOD MOBILE HOME ESTATES	OWOSSO DRAIN PAYMENT-PER CONSERVATION EASEMENT	\$ 1,	,105.82
12/17/2015	1	126036	PUMMILL PRINT SERVICE LLC	2016 PERSONAL PROPERTY TAX KIT	\$	412.26
12/17/2015	1	126037	ROWLEYS WHOLESALE	WWTP-GEAR OIL	\$	99.62
12/17/2015	1	126038	SEIFERT CONCRETE	FINISH OPEN SIDEWALKS WORK LEFT BY OTHER VENDOR	\$ 4,	,236.48
12/17/2015	1	126039	SHIAWASSEE COUNTY TREASURER	TAXES	\$	443.38
12/17/2015	1	126040	SHIAWASSEE REGIONAL CHAMBER OF COMMERCE	FY 15/16 MEMBERSHIP-CITY OF OWOSSO	\$	692.00
12/17/2015	1	126041	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 12/15/15	\$ 3,	,098.70
12/17/2015	1	126042	SUMBERA EXCAVATING, INC.	CONCRETE PARKING LOT ON S LANSING STREET	\$ 52,	,082.69
12/17/2015	1	126043	TRACTOR SUPPLY COMPANY	WWTP-BOOTS-3	\$	117.81
12/17/2015	1	126044	UNITED PARCEL SERVICE	PACKAGE DELIVERY	\$	12.94
12/17/2015	1	126045	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-12/1/15-12/15/15	\$ 3,	,795.86
12/17/2015	1	126046	XYLEM DEWATERING SOLUTIONS INC	WWTP-MAINTENANCE ITEMS	\$	588.00
12/17/2015	1	980(A)	FRONT LINE SERVICES, INC.	OFD-BOOTS	\$	265.00
12/17/2015	1	981(A)	GRAYMONT CAPITAL INC	WTP-SMALL PEBBLE QUICKLIME	\$ 6,	,573.60
12/17/2015	1	982(A)	HALLIGAN ELECTRIC INC	WWTP-INSTALL 220 V TO UNIT HEATER		467.45
12/17/2015	1	983(A)	INDEPENDENT STATIONERS	SUPPLIES	\$	39.48
12/17/2015	1	984(A)	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE MEDICAL SUPPLIES	·	899.86
12/17/2015	1	985(A)	JCI JONES CHEMICALS, INC.	SODIUM HYPOCHLORITE		,106.03
12/17/2015	1	986(A)	MCMASTER-CARR SUPPLY CO	WWTP-SEALS	\$	62.66
12/17/2015	1	987(A)	PVS NOLWOOD CHEMICALS INC	SODIUM METHABISULFITE		,572.68
12/17/2015	1	988(A)	Q2A ASSOCIATES LLC	FINANCIAL SERVICES		,840.50
12/17/2015	1	989(A)	REEVES WHEEL ALIGNMENT, INC	REPAIRS TO CITY VEHICLES	\$ 4,	,112.00
12/17/2015	1	990(A)	THE SHERWIN-WILLIAMS CO.	WTP-PAINT	\$	97.85
12/17/2015	1	991(A)	USA BLUE BOOK	SUPPLIES		,442.57
12/17/2015	1	992(A)	VICTORY HEATING & COOLING	WWTP-UNIT HEATER PURCHASE/INSTALL	\$ 10,	,350.00

12/28/2015	1	1000(A)	HYDROTEX INC	FLEET-ACCULUBE	\$	568.47
12/28/2015	1	1001(A)	IDEXX DISTRIBUTION CORPORATION	WTP-LAB SUPPLIES	\$	932.34
12/28/2015	1	1002(A)	LOGICALIS INC	NOVEMBER 2015-NETWORK ENGINEERING	\$	5,488.00
12/28/2015	1	1003(A)	MICHIGAN METER TECHNOLOGY GROUP INC	INVENTORY	\$	6,161.42
12/28/2015	1	1004(A)	NATIONAL VISION ADMINISTRATORS LLC	JAN 2016-VISION INSURANCE PREMIUM	\$	493.43
12/28/2015	1	1005(A)	OFFICEMAX INC	SUPPLIES	\$	63.31
12/28/2015	1	1006(A)	PHYSICIANS HEALTH PLAN OF MID-MICH	MONTHLY HEALTH INSURANCE PREMIUM	\$	74,537.31
12/28/2015	1	1007(A)	USA BLUE BOOK	SUPPLIES	\$	933.80
12/28/2015	1	1008(A)	VICTORY HEATING & COOLING	OFD-BOILER REPAIR	\$	520.16
12/28/2015	1	1009(A)	MERLE E WEST II	PLAN REVIEW	\$	500.00
12/28/2015	1	1010(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER PAYMENT-70/HRS	\$	1,281.00
12/28/2015	1	126047	RRM HOLDINGS LLC	UB refund for account: 3412570002	\$	14.34
12/28/2015	1	126048	CRAIG JUDITH	UB refund for account: 1714200010	\$	15.56
12/28/2015	1	126049	MAYBAUGH WAYNE	UB refund for account: 3271070002	\$	37.89
12/28/2015	1	126050	MIROS ROXANNA	UB refund for account: 5846370003	\$	46.51
12/28/2015	1	126051	BATTEEN REYNOLD	UB refund for account: 3660570004	\$	38.04
12/28/2015	1	126052	PREMIER DENTAL LLC	UB refund for account: 2642640004	\$ ¢	47.71
12/28/2015	1 1	126053	GAZLEY KRISTEN	UB refund for account: 3261570005	\$	14.78 38.34
12/28/2015		126054	FREDRICK DEREK	UB refund for account: 1619000004		
12/28/2015	1	126055	FORFAR DORA	UB refund for account: 5062070003	\$	13.76
12/28/2015	1 1	126056	HATFIELD JASON	UB refund for account: 2549490006	\$ \$	11.56 16.44
12/28/2015 12/28/2015		126057	CLARK JAMES	UB refund for account: 2391090003	\$ ¢	
	1	126058	JUDD PROPERTIES	UB refund for account: 5698020002	\$ ¢	32.67
12/28/2015 12/28/2015	1 1	126059	JUDD PROPERTIES	UB refund for account: 5698010002	\$	14.67
12/28/2015	1	126060 126061	TURF WORX INC	UB refund for account: 1684000003 UB refund for account: 5698010001	\$ \$	16.44 164.67
12/28/2015	1	126061	STAPLES INC #611		\$ \$	
12/28/2015	1	126062	PALMER, SHAWN THE ACCUMED GROUP	UTILITY BILL ACCOUNT 1803000008  NOV 2015-AMBULANCE BILLING SERVICES	\$	123.34 4,892.39
12/28/2015	1	126063	ALBRIGHT, ANGELINE E	BOARD OF REVIEW	\$	1,349.14
12/28/2015	1	126064	ALL ABOUT ANIMALS	11/30/15 SPAY/NEUTER EVENT-PAID BY DONATIONS	ş	657.00
12/28/2015	1	126065	LOREEN F BAILEY	COUNCIL PAY	\$	120.00
12/28/2015	1	126066	BANK OF AMERICA	TAX OVERPAYMENT-FERGUSON 1216 ADAMS ST	\$	1,238.46
12/28/2015	1	126067	CORELOGIC REAL ESTATE TAX SERVICE	FOUR PROPERTIES-TAX OVERPAYMENTS	\$	3,163.26
12/28/2015	1	126068	DAYSTARR COMMUNICATIONS	JANUARY 2016-PHONE/BROADBAND INTERNET	\$ \$	972.64
12/28/2015	1	126070	DUNN, LAURA S	BOARD OF REVIEW	, ć	821.43
12/28/2015	1	126070	CHRISTOPHER EVELETH	COUNCIL PAY	, ć	120.00
12/28/2015	1	126071	FEDEX	WWTP-SHIPPING FEES	\$	11.44
12/28/2015	1	126072	BURTON FOX	COUNCIL PAY	\$	130.00
12/28/2015	1	126073	BENJAMIN R FREDERICK	COUNCIL PAY	\$	250.00
12/28/2015	1	126075	FRONTIER	TRAFFIC SIGNALS	\$	105.50
12/28/2015	1	126075	SALLYSUE GALE	BOARD OF REVIEW MEETING	\$	50.00
12/28/2015	1	126077	ELAINE GREENWAY	COUNCIL PAY	, ¢	130.00
12/28/2015	1	126077	INTERNATIONAL ASSO FOR PROPERTY AND EVIDENCE INC	2016 MEMBERSHIP-ERIC CHERRY	\$	50.00
12/28/2015	1	126078	INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION	MEMBERSHIP-DON CRAWFORD	\$	767.24
12/28/2015	1	126080	JERRY L JONES	BOARD OF REVIEW MEETING	Ś	50.00
12/28/2015	1	126081	TERRY KEMP	BOARD OF REVIEW MEETING	Ś	50.00
12/28/2015	1	126082	LERETA LLC	OVERPAYMENT-HELMS/SMITH-319 N OAK	Š	448.82
12/28/2015	1	126083	LUDINGTON ELECTRIC, INC.	ELECTRICIAL REPAIRS	¢	437.40
12/28/2015	1	126084	MICHIGAN STATE UNIVERSITY	MOVING YOUR ORG FORWARD-STEVE CHAPKO-DEP	Ś	100.00
12/28/2015	1	126085	MICHIGAN WATER ENVIRONMENT ASSOCIAT	CONFERENCE-GLENN CHINAVARE	\$	385.00
12/28/2015	1	126086	MISDU	PAYROLL DEDUCTIONS	Ś	1,827.81
12/28/2015	1	126087	NORTH AMERICAN OVERHEAD DOOR INC	OFD-DOOR REPAIR	\$	478.95
12/28/2015	1	126088	MICHAEL O'LEARY	COUNCIL PAY	Ś	110.00
12/28/2015	1	126089	OCENASEK INC	22A LIMESTONE-50.26/TONS	Ś	894.63
12/28/2015	1	126090	OFFICE DEPOT	SUPPLIES	\$	285.47
12/28/2015	1	126091	OWOSSO COMMUNITY AIRPORT	FY 15/16-HALF PAYMENT	\$	3,489.00
12/28/2015	1	126092	OWOSSO SURGICAL ASSOCIATES	REFUND TAX OVERPAYMENT	Ś	1,094.40
12/28/2015	1	126093	OWOSSO-WATER FUND	1175 FARR AVE	\$	79.40
12/28/2015	1	126094	GARY L PALMER	PLAN REVIEW	Ś	300.00
12/28/2015	1	126095	POSTMASTER	PERSONAL PROPERTY STATEMENTS	\$	100.00
12/28/2015	1	126096	PRINTING SYSTEMS, INC.	ELECTION SUPPLIES	\$	1,090.07
12/28/2015	1	126097	RUTHY'S LAUNDRY CENTER	PUBLIC SAFETY-DRY CLEANING	\$	363.82
12/28/2015	1	126098	MIKE SELLECK	BOARD OF REVIEW MEETING	Ś	50.00
		· · · · <del>·</del>			*	

12/28/2015	1	126099	SHIAWASSEE DISTRICT LIBRARY	SATA PAYROLL SERVICES	\$ 472.83
12/28/2015	1	126100	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$ 241.40
12/28/2015	1	126101	SHIAWASSEE UNITED WAY	PAYROLL DEDUCTION-EMPLOYEE CONTRIBUTIONS	\$ 70.00
12/28/2015	12/28/2015 1 126102 STANDARD INSURANCE COMPANY GROUP LIFE INSURANCE PREMIUM \$ 3,718.2		\$ 3,718.20		
12/28/2015			\$ 5,500.00		
12/28/2015	1	126104	STATE OF MICHIGAN	STATE WITHHOLDING TAX	\$ 12,991.21
12/28/2015	1	126105	TEGRANT DIVERSIFIED BRANDS INC	REFUND-TAX TRIBUNAL	\$ 4,096.89
12/28/2015	1	126106	ROBERT J TEICH JR	COUNCIL PAY	\$ 110.00
12/28/2015	1	126107	VERIZON WIRELESS	PUBLIC SAFETY-MODEM FEES-11/11/15-12/10/15	\$ 237.70
12/28/2015	1	126108	WELLS FARGO RE TAX SERVICES LLC	DUPLICATE TAX PAYMENT	\$ 689.97
12/28/2015	1	126109	WHALEN, KAREN	REFUND	\$ 105.00
12/28/2015	1	126110	ZITO CONSTRUCTION	HYDRANT METER	\$ 500.00
12/28/2015	1	993(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER PAYMENT	\$ 1,354.20
12/28/2015	1	994(A)	BIDNET	FESS FOR SALE OF 2008 IMPALA AND 2005 IMPALA	\$ 235.05
12/28/2015	1	995(A)	WILLIAM C BROWN, P C	PROFESSIONAL SERVICES	\$ 10,677.16
12/28/2015	1	996(A)	CAPITAL CITY SCUBA INC	SCUBA CYLINDER HYDRO TESTING	\$ 1,428.00
12/28/2015	1	997(A)	CLARK FIRE & SAFETY EQUIPMENT, INC.	WTP-SERVICE CALL	\$ 35.00
12/28/2015	1	998(A)	ETNA SUPPLY COMPANY	WATER INVENTORY MATERIALS	\$ 302.77
12/28/2015	1	999(A)	AMBER FULLER	BOARD OF REVIEW MEETING	\$ 50.00
. ===					
1 TOTALS:					
(1 Check Voided)					
Total of 196 Disburse	ments:				\$ 575,825.78
Bank 10 OWOSSO HIS	STORICAL FUND	)			
12/17/2015	10	4783	TEAM DESIGN	CASTLE-POINT OF SALE SYSTEM	\$ 800.00
12/17/2015	10	4784	BROCKWAY, ROBERT	CHRISTMAS TREE/DECORATIONS-PAID BY DONATIONS	\$ 275.57
12/17/2015	10	4785	CHARTER COMMUNICATIONS	515 N WASHINGTON ST #3	\$ 39.33
12/17/2015	10	4786	CONSUMERS ENERGY	NOV 2015-515 N WASHINGTON ST	\$ 42.45
12/17/2015	10	4787	ROBERT V DORAN	HOLIDAY PARTY/SILENT AUCTION-PAID BY DONATIONS	\$ 259.85
12/17/2015	10	4788	LUDINGTON ELECTRIC, INC.	CURWOOD CASTLE	\$ 231.18
12/17/2015	10	4789	SPARTAN STORES LLC	SUPPLIES-PAID BY DONATIONS	\$ 94.09
12/30/2015	10	4790	CHARTER COMMUNICATIONS	515 N WASHINGTON ST #3	\$ 39.33
12/30/2015	10	4791	DAYSTARR COMMUNICATIONS	GOULD HOUSE-INTERNET SERVICE	\$ 125.53
12/30/2015	10	4792	HI QUALITY GLASS, INC	REPAIR BROKEN WINDOW AT CURWOOD CASTLE	\$ 54.00
12/30/2015	10	4793	SUNNYSIDE FLORIST	DECORATIONS FOR HOLIDAY PARTY-PAID BY DONATIONS	\$ 112.00
10 TOTALS:					
Total of 11 Disbursen	nents:				\$ 2,073.33
Bank 2 TRUST & AGE	NCY				
12/08/2015	2	6479	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$ 321.30
12/08/2015	2	6480	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$ 11,281.99
12/18/2015	2	6481	OWOSSO PUBLIC SCHOOLS	REAL/PP COLLECTIONS	\$ 239,187.91
12/18/2015	2	6482	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$ 300.07
12/18/2015	2	6483	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$ 188,080.53
12/18/2015	2	6484	SHIAWASSEE DISTRICT LIBRARY	REAL/PP COLLECTIONS	\$ 32,787.14
2 TOTALS:					
Total of 6 Disbursem	ents:				\$ 471,958.94
REPORT TOTALS:					• •
REPORT TOTALS:					
(1 Check Voided) Total of 213 Disburse	monts:				\$ 1,049,858.05
iotal of 213 Disburse	ments:				\$ 1,049,858.05



#### **MEMORANDUM**

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

**DATE:** January 15, 2016

**TO:** Mayor Frederick and city council members

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

**SUBJECT:** Consider granting an easement agreement with Southwind Restaurants, LLC for the

alley directly south of 910 East Main Street, Owosso, also known as the Owosso

Qdoba Retail site.

#### **RECOMMENDATION:**

Approve the easement agreement.

#### **BACKGROUND:**

Southwind Restaurants, LLC is asking the city to grant them an easement for ingress/egress over the public alley just south of the property at 910 E. Main Street. Southwind is concerned if the city ever vacates or closes the alley they will not have access to their loading zone and dumpster located behind the building. Granting a permanent easement for ingress/egress will alleviate this concern.

#### **FISCAL IMPACTS:**

There should be no fiscal impacts.

Document originated by: Susan Montenegro

#### **RESOLUTION NO.**

# AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SOUTHWINDS RESTAURANT, LLC FOR A PERMANENT EASEMENT ALONG THE ALLEY TO THE SOUTH OF 910 EAST MAIN STREET

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to grant an ingress/egress easement over and across an alley which is adjacent to 910 East Main Street; and

WHEREAS, the alley is approximately 12' wide, running in an east-west direction between Oakwood Avenue and Gould Street; and

WHEREAS, the city of Owosso is willing to grant a permanent easement for that portion of the alley as described in Exhibit B of the easement agreement; 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 determined that it is advisable, necessary and in the public

interest to grant a permanent easement as outlined by the terms set forth in the attached permanent easement documents\* between the city of Owosso and Southwind Restaurants, LLC, 109 East Broadway Street, Mount Pleasant,

Michigan 48858.

SECOND: The City Clerk is instructed and authorized to file said easement documents with

the Shiawassee County Register of Deeds.

#### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made this 19th day of January, 2016, by and between the CITY OF OWOSSO, a Michigan municipal corporation, whose address is 301 W. Main Street, Owosso, Michigan 48867 ("Grantor"), and SOUTHWIND RESTAURANTS, LLC, a Michigan limited liability company, whose address is 109 E. Broadway St., Mount Pleasant, Michigan 48858 ("Grantee").

#### **RECITALS**

- A. Grantee is the owner of certain real property located in the City of Owosso, Shiawassee County, Michigan, legally described on attached Exhibit A (the "Benefitted Parcel").
- B. Grantee desires an easement for ingress/egress over and across an alley which is adjacent to the Benefitted Parcel, legally described on attached Exhibit B (the "Alley").
- C. The alley is approximately 12' wide; it runs in an east-west direction between Oakwood Avenue and Gould Street; and it is located immediately to the south of the Benefitted Parcel (the "Alley").
- D. Grantor is willing to grant to Grantee an easement for ingress/egress over and across the Alley on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **AGREEMENT**

- 1. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual easement over and across the Alley for ingress and egress to and from the Benefitted Parcel (the "Easement").
- 2. <u>Future Construction</u>. A separate temporary construction easement agreement, with mutually agreeable terms, will be created and entered into should the need arise to modify existing utility or storm sewer lines.
- 3. <u>Indemnity.</u> Grantee does hereby indemnify Grantor from all claims, judgments, costs and expenses (including reasonable attorney fees) arising from Grantee's exercise of the rights of use granted in this Agreement, including any claim based on injury to persons or property caused by Grantee's use of the Alley.

- 4. <u>Interest in Realty</u>. The Easement shall be a perpetual easement over the Alley for the use and benefit of the Benefitted Parcel and is to be an appurtenance to the Benefitted Parcel and run with the land.
- 5. **Exemption From Transfer Tax.** This Easement is exempt from transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).
- 6. <u>Entire Agreement</u>. This document contains the entire agreement of the parties with respect to the subject matter hereof and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.
- 7. **Modification**. Any waiver, alteration or modification of any of the provisions of this Agreement shall not be valid unless in writing and executed by the parties.
- 8. **Construction**. This Agreement shall be governed by and construed according to the laws of the State of Michigan.

(Separate signature pages to follow)

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date first set forth above.

		OF OWOSSO, nigan municipal corpo	ration
	Ву:	Benjamin R. Freder Its: Mayor	rick
	Ву:	Amy K. Kirkland Its: Clerk	
STATE OF MICHIGAN ) ) COUNTY OF SHIAWASSEE )			
The foregoing instrument was acknowledged before me	this	day of	, 2016, by
, the	0	of Owosso, on behalf	of the City.
	Count	Public, State of Mich y of mmission expires:	

	a Michigan limited liability company
	Ву:
	Gregory J. Johnroe
	Its: Member
STATE OF MICHIGAN	)
COUNTY OF	
	s acknowledged before me this day of, 2016, f Southwind Restaurants, LLC, a Michigan limited liability company,
	*
	Notary Public, State of Michigan
	County of
	My commission expires:

SOUTHWIND RESTAURANTS, LLC,

PREPARED BY:
Susan Montenegro
Assistant City Manager/Director of Community Development
301 W. Main Street
Owosso, Michigan 48867
(989) 729-0544

#### **EXHIBIT A**

#### **BENEFITTED PARCEL**

LOTS 83-87, STAFFORD, GARDNER & TRANKLE'S CENTRAL ADDITION (AS RECORDED IN LIBER 1 OF PLATS, PAGE 50); EXCEPT THE NORTH 10 FEET OF SAID LOTS 83-87; ALSO EXCEPT A PART OF LOT 87 DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 87 WHICH IS 25 FEET SOUTH OF THE NE CORNER OF SAID LOT 87; THENCE NORTH ON SAID EAST LINE 15 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 87 A DISTANCE OF 15 FEET; THENCE SOUTHEASTERLY TO THE PLACE OF BEGINNING; BEING A PART OF THE NW 1/4 OF SECTION 19, T7N, R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN.

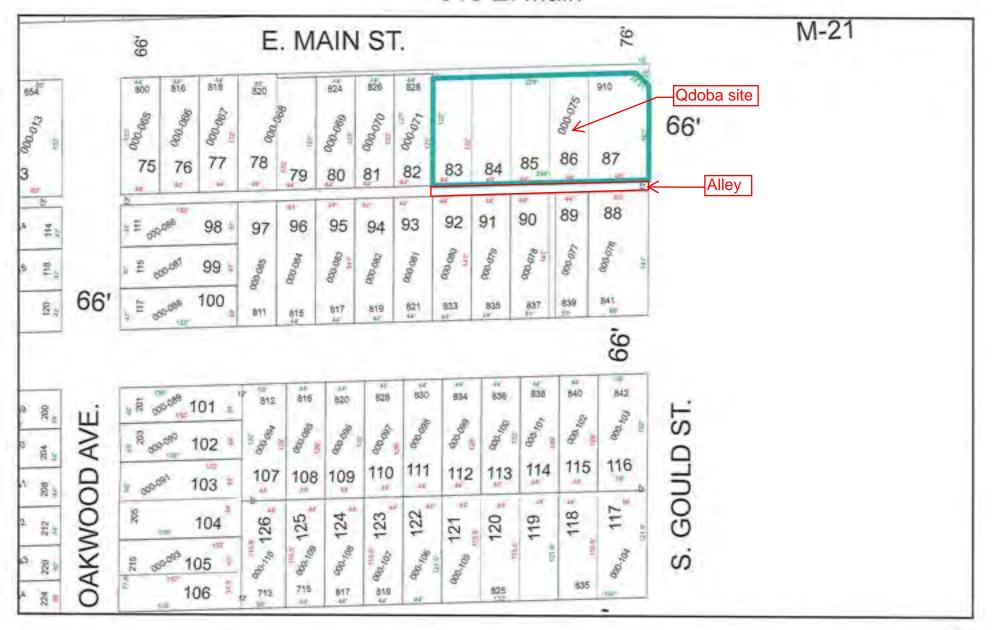
#### **EXHIBIT B**

#### **ALLEY LEGAL DESCRIPTION**

THE ENTIRE ALLEY EAST OF GOULD STREET ADJACENT TO LOTS 83-87 ON THE NORTH AND LOTS 88-92 ON THE SOUTH, STAFFOR GARDNER & TRANKLES CENTRAL ADDITION TO THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN.

## City of Owosso

910 E. Main







#### **MEMORANDUM**

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

**DATE:** January 13, 2016

TO: Mayor Frederick and the Owosso City Council

**FROM:** Donald D. Crawford, City Manager

**SUBJECT:** Waiver of Reversionary Clause

#### **RECOMMENDATION:**

Staff recommends waiving the "reversionary clause" for Lot 50 of the Osburn Lakes Residential Site Condominium development.

#### **BACKGROUND:**

David and Pamela Walter currently own a home located on Lot 49 of the Osubrn Lakes subdivision and wish to purchase the adjacent vacant Lot 50 to expand their yard area to the east. Article VII, paragraph F, of the Master Deed grants the Developer (the City) the right to repurchase a lot if construction of a residence has not commenced within 18 months of purchase. As the Walters have no intention of building a home on the lot they are seeking formal assurance from the City and the home owner's association that no action will be taken to repurchase the property after 18 months time.

With the postponement of this item from the December 21<sup>st</sup> agenda the Osburn Lakes Homeowners Association was provided with time to consider the request, though no communication regarding this issue has been received at this time. Per the terms of the Master Deed the City is considered the developer and has the authority to act without the HOA's blessing.

#### **FISCAL IMPACTS:**

The City will lose its investment in the infrastructure provided for this lot but it must be remembered that lot sales in this subdivision have been virtually non-existent since the recession and sale of this property will add the property to the tax rolls as well as relieve the City of the burden of maintenance.

#### WAIVER OF REVERSIONARY CLAUSE

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

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

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

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

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

WHEREAS David A. and Pamela L. Walter currently own Unit 49 of the Osburn Lakes upon which is a residence and said Unit is contiguous to Unit 50 of Osburn Lakes;

WHEREAS David A. and Pamela L. Walter have offered to purchase Unit 50 of Osburn Lakes but do not intend to construct any buildings on Unit 50;

WHEREAS the City of Owosso finds that it is in its best interest and that of current property owners in Osburn Lakes to waive the right to repurchase Unit 50.

NOW, THEREFORE, THE CITY OF OWOSSO hereby waives its right pursuant to Article VII, paragraph F. of the Master Deed to repurchase Unit 50 of Osburn Lakes for failure to commence construction of a residence.

Provided further that nothing herein bars any owner of Unit 50 from constructing a residence thereon in compliance with the Master Deed and the Ordinances of the City of Owosso.

Provided further that no owner of Unit 50 may construct or cause to be constructed any accessory building or other non-residential structure thereon unless a residence is constructed on Unit 50.

CITY OF OWOSSO	ATTEST:		
BY:			
Benjamin R. Frederick ITS: Mayor	Amy K. Kirkland, City Clerk		
STATE O F MICHIGAN)	) og		
COUNTY OF SHIAWASSEE)	) ss.		
8 8	wledged before me thisday of  Kirkland, Mayor and Clerk of the City of Owosso, and the corporation.		
	Roxane Cramer, Notary Public Shiawassee County, Michigan My commission expires: 8/11/2017 Acting in Shiawassee County, Michigan		

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

By signing below, the Osburn La	akes Homeowners	Association h	nereby	consents	to	the
Waiver of Reversionary Clause for Unit 50	0.					

BY:		
ITS:		

PREPARED BY: William C. Brown P 33871 Owosso City Attorney 114 East Main Street, Suite 218 Owosso, Michigan 48867 (989)729-0071



#### **MEMORANDUM**

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

DATE: January 15, 2016

TO: City Council

FROM: Susan Montenegro, Assistant City Manager/Director of Community Development

SUBJECT: Purchase agreement between city of Owosso and Michael Cline – for a parcel of

land along Gould Street and Wright Avenue.

#### RECOMMENDATION:

City council tasked staff with preparing a purchase agreement for these particular parcels. At the time of the request no price point was set as a minimum price on the parcels. The city accessor places a value of \$10,000.00 on the parcels in question (Should be approximately \$26,000.00 but they are located in flood plain). Concerns over accepting this offer would be in setting a precedent that would affect future land sale prices of city owned property. Staff recommendation would be to counter the offer Mr. Cline has presented.

#### **BACKGROUND:**

Mr. Cline has approached city staff and city council on numerous occasions seeking to purchase city owned property along Gould Street. I met with Mr. Cline on Tuesday, September 15, 2015, to discuss his interest in the recently acquired Gould Street parcel from Mrs. Prendergast and additional property to the north of that parcel. The parcels of land Mr. Cline is interested in were originally thought to have a value of \$26,690.00 based on an \$85.00 per front foot assessment. However, a portion of the parcels is located in the flood plain, which reduces its value to approximately \$10,000.00. Mr. Cline has offered \$1,000.00 for the parcels, the sale of which will involve completing a lot split and parcel combination once a purchase price is agreed upon by council.

#### FISCAL IMPACTS:

A sale at 10% of the value determined by the assessor could affect future property values in the area as well as set a precedent for future sale of properties owned by the city.

Document originated by: Susan Montenegro

#### **RESOLUTION NO.**

### AUTHORIZING THE SALE OF CITY-OWNED PROPERTY BETWEEN GOULD STREET AND WRIGHT AVENUE

WHEREAS, the city owns a several parcels of property along Gould Street, Allendale Avenue and Wright Avenue; and

WHEREAS, Michael N. Cline has expressed interest in purchasing a portion of these parcels described as follows:

LOTS 22 & 23 & SOUTH 17' LOT 24 INCLUDING EAST ½ OF ADJACENT CLOSED ALLEY. ALSO, LOTS 37 - 43, BLOCK 34, INCLUDING WEST ½ OF ADJACENT CLOSED ALLEY. ALSO LAND LYING BETWEEN WEST LINE OF LOTS 37-41 AND EAST LINE OF GOULD STREET, FORMERLY VACATED STANLEY AVENUE, GEORGE T. ABREY'S WOODLAWN PARK ADDITION TO CITY OF OWOSSO. (EXCEPT BEGINNING AT SW CORNER LOT 43, THEN NORTH 33' TO NW CORNER OF LOT 43, THEN SOUTHEASTERLY TO A POINT 9.83' EAST OF SW CORNER LOT 43, THEN WEST TO POINT OF BEGINNING, SAID POINT BEING EAST RIGHT OF WAY LINE OF GOULD STREET IN THE CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN.

WHEREAS, the parcels in question are of no use to the City and the City desires their sale; and

WHEREAS, the land in question has a value of approximately \$10,000 as set by the city assessor and according to the city's Property Sale Policy; and

WHEREAS, Michael N. Cline approached the City offering to purchase the parcel described above, for One Thousand and NO/100 (\$1,000.00) Dollars; and

WHEREAS, the City Council authorized a 21-day posting period prior for the proposed sale at the meeting of December 21, 2015; and

WHEREAS, no citizen comments or other offers for the property were received during the posting period.

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

FIRST: the property be sold to Michael N. Cline for the price of \$1,000.00 in accordance with the

terms included in the attached purchase agreement.

SECOND: the Mayor and City Clerk are instructed and authorized to execute appropriate

documents to execute the sale.

#### AGREEMENT FOR PURCHASE OF REAL ESTATE

THE PURCHASER, (Michael N. Cline), hereby offers and agrees to purchase, and the SELLER, (the City of Owosso, a Michigan Municipal Corporation), hereby agrees to sell, land situated in the City of Owosso, Shiawassee County, Michigan upon the following terms and conditions.

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

LOTS 22 & 23 & SOUTH 17' LOT 24 INCLUDING EAST ½ OF ADJACENT CLOSED ALLEY. ALSO, LOTS 37 - 43, BLOCK 34, INCLUDING WEST ½ OF ADJACENT CLOSED ALLEY. ALSO LAND LYING BETWEEN WEST LINE OF LOTS 37-41 AND EAST LINE OF GOULD STREET, FORMERLY VACATED STANLEY AVENUE, GEORGE T. ABREY'S WOODLAWN PARK ADDITION TO CITY OF OWOSSO. (EXCEPT BEGINNING AT SW CORNER LOT 43, THEN NORTH 33' TO NW CORNER OF LOT 43, THEN SOUTHEASTERLY TO A POINT 9.83' EAST OF SW CORNER LOT 43, THEN WEST TO POINT OF BEGINNING, SAID POINT BEING EAST RIGHT OF WAY LINE OF GOULD STREET IN THE CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN.

- 2. PURCHASE PRICE: Purchaser shall pay therefore the sum of One Thousand and No/100 (\$1,000.00) Dollars (the "Purchase Price").
- 3. DEPOSIT: Purchaser herewith deposits with Seller the sum of One Hundred and No/ 100 (\$100.00) Dollars, as a deposit which shall be applied to the purchase price at closing.
- 4. METHOD OF CLOSING: The sale shall be consummated by the delivery of a Warranty Deed conveying fee simple marketable title with the balance of the purchase price to be paid in cash or by certified check at the time of closing. Consummation of this Agreement is subject to the approval of the Owosso City Council.
- 5. TAXES: All taxes and assessments due as of the closing date, including but not limited to any and all special assessments, even if payable in installments after closing, which have become a lien upon the land, whether recorded or unrecorded, at the date of this agreement shall be paid by the Seller. Purchaser shall pay all taxes and special assessments assessed after the closing date.
- 6. CLOSING FEES: Any closing fees charged for services rendered by an escrow company shall be divided equally between Purchaser and Seller except where the payment of same shall be prohibited by law.
- 7. CONDITIONS PRECEDENT. Purchaser's and Seller's obligations under this Agreement are conditioned upon the satisfaction of each of the following conditions:

- (i) Purchaser, in Purchaser's sole discretion, obtaining a Survey, surveyor's report and surveyor's certificate.
- (ii) Purchaser is buying the property on an "as is" basis. Seller strongly recommends purchaser perform a baseline environmental study.
- (iii) Approval of the purchase by the Owosso City Council.

The above duties and terms shall survive the closing.

- (iv) If Purchaser and Seller fail to satisfy or be satisfied with any one or more of the contingencies set forth above, or if Purchaser determines, at Purchaser's sole and absolute discretion, or for any reason whatsoever, to terminate this Agreement, within the inspection and approval period as defined in paragraph 9, below, then Purchaser may, on or before expiration of the inspection and approval period, as defined in paragraph 9, below, terminate this Agreement by giving written notice thereof to Seller, and this Agreement shall be deemed to be null and void and of no further force or effect, and Purchaser and Seller shall have no further rights, obligations, or liabilities under this Agreement.
- 8. INSPECTION: Purchaser and their employees, agents, and representatives shall at all times before Closing, have the privilege, opportunity, and right to enter upon the Property to inspect, examine, and perform surveys, soil tests, borings, structural analysis and tests, and any other tests needed to determine structural surface, subsurface, and topographic conditions of the Property, or for any other reasons deemed necessary by Purchaser for the satisfaction of the conditions set forth in paragraph 7, above. Provided, however, that Purchaser, their employees, agents and representatives shall indemnify and defend Seller from any claims arising from their activities on the property relating to this right of inspection and shall return the property to its original condition.
- 9. INSPECTION AND APPROVAL PERIOD: From the Effective Date, Purchaser shall have until the closing date (the "Inspection and Approval Period") to inspect the Property in the manner set forth in paragraph 8 above; and to obtain such other studies, tests, determinations, assessments and approvals, including but not limited to structural testing and inspection, site plan approval, easements, licenses, variances, curb cuts, and as otherwise set forth in paragraph 7, above, and any other determinations, assessments and approvals that are necessary to permit Purchaser's intended use of the Property, as deemed in Purchaser's sole discretion. Any delay by Seller in performing its obligations pursuant to this Agreement shall result in an extension of the Inspection and Approval Period equal to the length of the delay.
- 10. CLOSING: The consummation of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held no later than 60 days from the last date of the signatures below. Closing shall take place at the title company, or such other location, as the Seller and Purchaser may mutually agree in writing. Purchaser shall take possession at closing.
- 11. TITLE INSURANCE: As evidence of title, Seller shall obtain, at Seller's sole cost and expense, a commitment for title insurance issued by a title company for a policy of title insurance from an underwriter acceptable to Purchaser, insuring title with standard exceptions.
- 12. OBJECTIONS TO CONDITION OF TITLE: If objection to the title is made by the Purchaser, then Seller may terminate this Agreement, or at its discretion, cure the objectionable defect. If this

Agreement is terminated by Seller due to an objection to title, the deposit shall be returned to Purchaser.

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

#### 14. MISCELLANEOUS:

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

- (c) Binding Effect: The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine sex, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
- (d) Assignment: This Agreement may be assigned or transferred only by written consent of the non-assigning party.
- (e) Counterparts: This Agreement may be executed in counterparts each of which may be deemed an original, and all such counterparts together shall be deemed one and the same agreement.
- (f) Survival: All warranties, covenants, duties and representations made herein shall survive closing.
- 15. BROKERS: If either party has used a broker, it shall be that party's responsibility to compensate its broker.
- 16. EFFECTIVE DATE: If this Agreement is not signed simultaneously by Seller and Purchaser it shall be considered to be an offer made by the party first executing it to the other party. In this event, that offer shall expire at midnight on the tenth (10th) calendar day following signature by the offering party. Effective date shall mean the date upon which this Agreement is accepted by the parties to whom the offer is made. Acceptance shall be deemed to have been made on the date the fully executed Agreement is received by the party first executing the Agreement.
- 17. NOTICES: All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or (b) on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile or (d) on the day said communication is deposited with a nationally recognized overnight courier service, addressed and/or sent by facsimile, as the case may be, as follows:

If to Seller: City of Owosso 301 West Main Street Owosso, Michigan 48867 If to Purchaser: Michael N. Cline 620 Wright Avenue Owosso, Michigan 48867

ATTENTION: City Clerk ATTENTION: Michael Cline

The parties executed this Agreeme	ent for Purchase of Re	eal Estate as of the date set forth be	low.
DATED:	, 2016	DATED:	_, 2016
SELLER: City of Owosso		PURCHASER: Michael N. Cline	
BY: Benjamin R. Frederick ITS: Mayor		BY: Michael N. Cline	
ATTEST:			
Amy K. Kirkland, City Clerk			

**Date:** January 14, 2016

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

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

**SUBJECT:** Feedback property sale – city owned property along Gould Street and Wright Avenue

#### **FEEDBACK RECEIVED TO DATE:**

#### Sale of city owned property along Gould Street and Wright Avenue

1. No written communication received to date

- 2. No email responses received to date
- 3. One phone call inquiring on location confused with a separate parcel on the east side of Wright Avenue. No interest expressed in this particular location.





#### **MEMORANDUM**

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

DATE: January 19, 2016

TO: Owosso City Council

FROM: Mark A. Sedlak Director of Public Services

SUBJECT: MDOT Performance Resolution due to Region Change

#### RECOMMENDATION:

I recommend approval of this resolution in order to receive MDOT's annual trunkline maintenance permit.

#### **BACKGROUND:**

On October 1, 2015, MDOT changed the region the city of Owosso was in from the University region in Lansing to the Bay region in Bay City. The Bay region conducts business differently than the University region has in the past. The city of Owosso has applied for its annual trunkline permit for maintenance on the state trunklines and were notified that city council must approve the attached performance resolution in order for our application to MDOT to be approved.

#### FISCAL IMPACTS:

There are no direct fiscal impacts to approving the resolution. This document simply formalizes the responsibilities of the City.

Michigan Department Of Transportation 2207B (10/11)

## PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way."

RESOLVED WHEREAS, the City of Owosso

(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations; within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

- 1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
- 2. Any work performed for the GOVERNMENTAL AGENCY will be solely as for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof will be the sole responsibility of the GOVERNMENTAL AGENCY.
- 3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
- 4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

MDOT 2207B (10/11) Page 2 of 2

5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

- 6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent he DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name	and/or		Γitle
Mark Sedlak		Director of Public	Service
Randy Chesney		Engineer	
Mark Mitchell		DPW Superintend	dent
HEREBY CERTIFY that the foreg	oing is a true copy of a resolut	ion adopted by	
the Owosso City Council			
	(Name of Board, etc)		_
of the City of Owosso		of Shiawassee	
(Name of GOVERNME	ENTAL AGENCY)	(County	·)
at a City Council	meeting held o	on the <u>19</u>	day of
Ræ), ĭæt^Ê£20 <u>16</u> A.D.			
Signed	Title		
Print Name			



RICK SNYDER GOVERNOR

### DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

MICHIGAN LIQUOR CONTROL COMMISSION ANDREW J. DELONEY CHAIRMAN MIKE ZIMMER

January 13, 2016

City Clerk City of Owosso 301 West Main Owosso, MI 48867

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

Request ID#: 817219

Transfer ownership of Class C & SDM License

Name of applicant(s): Niche Industries LLC

Business address and phone: 112 N Washington, Owosso, MI 48867

Home address and phone number of partner(s)/subordinates:

Christopher T. Eveleth – 715 W. King St., Owosso, MI 48867 C: 989-413-2194

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain <u>all</u> other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does <u>not</u> waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION Retail Licensing Division (866) 813-0011 To: Owosso City Council

From: Charles Rau, Building Official

Date: 01/05/2016

Building Department Report for December, 2015

Category	Estimated Cost	Permit Fee	Number of Permits
Demolition	\$0	\$673	2
Electrical	\$0	\$2,220	14
Mechanical	\$0	\$2,730	21
Non-Res. Add/Alter/Repair	\$98,588	\$1,661	4
Plumbing	\$0	\$2,195	18
Res. Add/Alter/Repair	\$109,366	\$1,887	14
Sign	\$1,900	\$90	1
SOIL EROSION	\$0	\$550	1
VACANT PROPERTY REGI	\$0	\$700	7
Totals	\$209,854	\$12,706	82

#### **2014 COMPARISON TOTALS**

BUILDING PERMITS ONLY - 17
DECEMBER, 2014 TOTALS \$79,158 \$5,435 44

BAC

## **Enforcements By Category**

DECEMBER, 2015

AN	IIM	ALS
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ANIMALS Enforcement Num	ıber Address	Previous Status	Status	Filed	Closed	Rental
ENF 15-0823	1165 HANOVER ST	RESOLVED	Resolved	12/01/15	12/09/15	N
			Total Entries:	1		
AUTO REP/J	UNK VEH					
Enforcement Num	aber Address	Previous Status	Status	Filed	Closed	Rental
ENF 15-0859	526 HARRISON AV	REF TO POLICE	REF TO POLICE	10/28/15		N
			<b>Total Entries:</b>	1		
BUILDING V	TOL					
Enforcement Num		Previous Status	Status	Filed	Closed	Rental
ENF 15-0826	307 E EXCHANGE ST	REF TO POLICE	REF TO POLICE	12/03/15		
ENF 15-0829	522 W OLIVER ST	LETTER SENT	LETTER SENT	12/04/15		Y
ENF 15-0831	1910 S CHIPMAN ST	RESOLVED	Resolved	12/07/15	12/15/15	Y
ENF 15-0833	1119 S SHIAWASSEE ST	RESOLVED	Resolved	12/07/15	12/22/15	N
ENF 15-0835	428 W MAIN ST	LETTER SENT	LETTER SENT	12/08/15		COMM
ENF 15-0840	516 N PARK ST	LETTER SENT	REF TO TYLER	12/10/15		Y
ENF 15-0848	614 N WATER ST	RESOLVED	Resolved	12/17/15	12/18/15	N
ENF 15-0864	203 S LANSING ST	RESOLVED	Resolved	12/23/15	12/29/15	Y
ENF 15-0828	413 GROVER ST	REF TO TYLER	Resolved	12/04/15	12/07/15	N
ENF 15-0834	740 WOODLAWN AV	RESOLVED	Resolved	12/07/15	12/14/15	N
			<b>Total Entries:</b>	10		
DEAD TREE						
Enforcement Num	iber Address	Previous Status	Status	Filed	Closed	Rental
ENF 15-0841	715 LINGLE AV	RESOLVED	Resolved	12/11/15	12/17/15	N
			<b>Total Entries:</b>	1		

# **Enforcements By Category**

DECEMBER, 2015

## FRONT YARD PARKING

Enforcement Num	ber Address	Previous Status	Status	Filed	Closed	Rental
ENF 15-0858	526 HARRISON AV	RESOLVED	Resolved	10/06/15	12/22/15	N
			<b>Total Entries:</b>	1		

## **GARBAGE & DEBRIS**

Y
N
Y
N
Y
Y
Y
N
N
N
Y
Y
Y
N
Y
N
Y
N
N

En	forcements	Rv	Category
LIU		DV	Cuiczon

01/05/16

3/4

DECEMBER, 2015

ENF 15-0863 817 RYAN ST

REF TO POLICE

REF TO POLICE

12/23/15

Y

**Total Entries:** 

22

MISC.

Enforcement Num	ber Address	Previous Status	Status	Filed	Closed	Rental
ENF 15-0855	211 S DEWEY ST	CHECKED	Resolved	12/22/15	12/29/15	Y
			<b>Total Entries:</b>	1		

**MULTIPLE VIOLATIONS** 

Enforcement Num	ber Address	Previous Status	Status	Filed	Closed	Rental
ENF 15-0836	516 N PARK ST	RESOLVED	Resolved	12/08/15	12/16/15	Y
ENF 15-0839	643 N HICKORY ST	REF TO RAU	REF TO RAU	12/09/15		N
ENF 15-0832	749 WOODLAWN AV	LETTER SENT	LETTER SENT	12/07/15		N
			<b>Total Entries:</b>	3		

**SIGN VIOL** 

Enforcement Num	nber Address	Previous Status	Status	Filed	Closed	Rental
ENF 15-0853	900 W OLIVER ST	REF TO RAU	REF TO RAU	12/21/15		N
			Total Entries:	1		

**ZONING** 

Enforcement Numl	ber Address	Previous Status	Status	Filed	Closed	Rental
ENF 15-0837	701 WILLOW SPRINGS DR	RESOLVED	Resolved	12/08/15	12/18/15	N
ENF 15-0860	526 HARRISON AV	LETTER/REF TO POLICE	REF TO POLICE	11/30/15		N
		П	Total Entries:	2		

**Total Records:** 

**43** 

Total Pages: 3

## Enforcements By Category

#### DECEMBER, 2015

#### RENTAL COLUMN DEFINITIONS

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

HOME OCC - Home Occupied



## **OWOSSO PUBLIC SAFETY**

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

# **MEMORANDUM**

DATE: January 11, 2016

TO: Owosso City Council

FROM: Kevin Lenkart

Director of Public Safety

RE: December 2015 Police Report

Attached are statistics for the police department for December 2015. This report includes activity for the month of December 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.

Additionally, reported burn complaints are attached for December, and there were no citations issued.



### Case Assignment/Clearance Report For December, 2015

DECEMBER 2015

	Current		I control of the cont	Γo-Date	Percent
Offenses	Assigned	Cleared	Assigned	Cleared	Cleared
PART I OFFENSES					
ROBBERY	0	1	2	3	150 %
AGGRAVATED ASSAULT	2	19	41	60	146 %
BURGLARY	2	8	67	76	113 %
LARCENY	23	26	265	251	94 %
MOTOR VEHICLE THEFT	0	1	20	19	95 %
SIMPLE ASSAULT	26	27	225	209	92 %
ARSON	0	0	5	6	120 %
FORGERY & UTTERING	0	0	2	1	50 %
COUNTERFEITING	0	1	1	5	500 %
FRAUD	5	8	80	51	63 %
EMBEZZLEMENT	0	0	3	6	200 %
WEAPON CRIMES- CARRY, POSS,	1	10	9	15	166 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	0	1	4	4	100 %
NARCOTICS VOLIATIONS	5	15	58	141	243 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	1	0 %
HOMICIDE	0	0	0	1	0 %
RAPE / NON - FAMILY	0	0	3	1	33 %
SEX OFFENSES 2	2	3	34	32	94 %
PARENTAL KIDDNAP	0	0	1	1	100 %
KIDDNAPPING	0	0	1	1	100 %
BURGLARY RESIDENTIAL	0	1	13	13	100 %
BURGLARY COMMERCIAL	1	2	3	5	166 %
RESISTING/OBSTRUCTING	2	2	9	11	122 %
PART I OFFENSES	69	125	846	913	107 %
PART II OFFENSES					
PAROLE/PROBATION VIOLATION	1	1	29	30	103 %
NATURAL DEATH	0	1	8	5	62 %
RETAIL FRAUD	2	4	19	21	110 %
RUNAWAY	6	6	62	61	98 %
VIOLATION PPO/ COURT ORDER	1	1	17	16	94 %

r\_case8

Offenses	Current Assigned	Month Cleared	Year-T Assigned	Γο-Date Cleared	Percent Cleared
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICOUS DEATH	0	2	2	6	300 %
TRAFFIC OFFENSES OTHER	5	5	64	54	84 %
CRIMINAL CASE OTHER	0	0	0	0	0 %
WARRANT ARREST	7	9	142	128	90 %
SUSPICOUS CIRCUMSTANCES	0	0	36	27	75 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	6	5	69	61	88 %
DOMESTIC ASSAULT/SITUATION	2	2	76	87	114 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	7	29	125	189	151 %
RECOVERED PROPERTY	0	1	1	2	200 %
ANNOYING PHONE CALLS	0	0	1	1	100 %
TRESPASSING	1	2	9	10	111 %
DOA	0	0	7	6	85 %
ANIMAL COMPLAINTS	2	1	23	21	91 %
MISSING PERSON	2	2	10	9	90 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	1	1	3	2	66 %
TRAFFIC - HIT & RUN	5	8	68	65	95 %
FIRES - NOT ARSON	1	1	2	2	100 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	11	20	135	124	91 %
CRIMES AGAINST FAMILY &	2	4	17	16	94 %
DRIVING WHILE IMPAIRED	1	9	39	43	110 %
LIQUOR LAW VIOLATIONS	1	1	20	23	115 %
DISORDERLY CONDUCT	2	4	47	45	95 %
OTHER CRIMES	15	21	182	163	89 %
IMPOUND / TOW FOLLOW-UP	1	1	1	1	100 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	33	33	359	314	87 %
THREATS	3	2	9	8	88 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	12	17	129	109	84 %
PART II OFFENSES	130	193	1,711	1,649	96 %
Grand Totals:	199	318	2,557	2,562	100 %

## Field Contact By Reason Summary Report

#### DECEMBER 2015

Reason for Contact	Count
911 Hang Up	17
Abandoned Vehicle	4
False Alarm Commercial	9
False Alarm Residential	4
All Other Service Reports	13
Animal Complaints Other	14
Assist Ambulance	7
Assist To Other Dept	23
Assist Fire Dept	1
Assist Officer	1
Attempt To Locate	12
Barking Dog	4
Burning Ordinance	1
Civil Dispute	20
Code Enforcement - Owosso	1
Disturbance	6
Directed Patrol	1
Fight / No Assault	2
Fireworks	1
Found Property	2
Gun Permit/register	76
Harrassment	6
Investigate Vehicle	1
Loud Music	10
Loud Party	2
Motorist Assist	6
Open Door	1
Ordinance Violation	8
Parking Problem	23
Pawn Ticket	143
Peace Officer	12
Private Property Pda / Non Reportable	1
Prowler	1

Page 1

Reason for Contact	Count
Road Hazard	7
Suspicious Person	13
Suspicious Situation	27
Suspicious Vehicle	29
Transport - Other	1
Trouble With Kids	17
Trouble With Neighbor	6
Trouble With Subject	33
Trespassing	1
Phone Harassment	5
Unwanted Subject	3
Vacation Check	2
Vehicle Inspection	1
Welfare Check	31
Wire Down	5
Work Traffic	119

Field Contact By Reason Summary Report

Page 2

User: SVELKINS **OWOSSO POLICE DEPARTMENT** 01/11/2016 14:02:11

#### REPORTED BURN COMPLAINTS - NO VIOLATIONS

FIELD CONTACT - DECEMBER 2015

Page 1



# **MEMORANDUM**

DATE: January 11, 2016

TO: City Council

FROM: Kevin Lenkart

Director of Public Safety

RE: December 2015 Fire & Ambulance Report

During the month of December 2015:

Fire Department responded to 273 Ambulance calls

Fire Department responded to 20 Fire calls -

1 – Accident (w/ injury) 2 – Smoke Detector Activation

1 – Accident (no injury) 1 – Person in Distress

3 – False Alarms 1 – Authorized/Control Burning

1 – Building Fire 1 – Assist

1 – Dumpster Fire 1 – Service Call

1 – CO Alarm 1 – Smoke

1 – Sprinkler Activation 3 – Wires Down

1 – Dispatched & Cancelled 1 – Electrical Problem

# OWOSSO HISTORICAL COMMISSION Regular meeting Monday December 14, 2015 Curwood Castle

<u>CALL TO ORDER:</u> Chair Elaine Greenway called the meeting to order at 7:05 p.m.

PRESENT: Chair Elaine Greenway, Vice-Chair Jennifer Mahoney, Commissioner

Robert Brockway, Commissioner Chris Eveleth, Commissioner Tracey Peltier, Commissioner Jenelle Steele-Elkins, Commissioner Dennis

Mahoney, Historical Facilities Director Robert Doran.

ABSENT: Commissioner Nick Pidek.

APPROVAL OF AGENDA: COMMISSIONER JENNIFER MAHONEY MOVED TO ADD THE

FOLLOWING TO THE AGENDA: 2015 HOME TOUR and DIRECTOR'S POSITION. CHAIRMAN ELAINE GREENWAY MADE THE MOTION TO ACCEPT THE AGENDA WITH THE ADDITIONS, SECONDED BY

COMMISSIONER TRACEY PELTIER, AYES ALL, MOTION CARRIED.

TREASURERS REPORT: CHAIRMAN ELAINE GREENWAY MADE THE MOTION THE ACCEPT THE

TREASURER'S REPORT, SECONDED BY VICE CHAIR JENNIFER

MAHONEY. AYES ALL, MOTION CARRIED.

APPROVAL OF MINUTES: COMMISSIONER CHRIS EVELETH MADE THE MOTION TO ACCEPT THE

NOVEMBER 9, 2015 MINUTES, SECONDED BY VICE CHAIR JENNIFER

MAHONEY. AYES ALL, MOTION CARRIED.

**CITIZENS COMMENTS:** 

**COMMUNICATIONS:** 

**DIRECTORS REPORT:** Director Robert Doran deferred Director's report to Old and New

Business.

**OLD BUSINESS:** HOLIDAY PARTY & SILENT AUCTION WRAP UP – Party was a GREAT

success. Director Robert Doran thanked all the business and benefactors who generously donated items for the silent auction. He also thanked all the Commission members for their outstanding participation not only

with the party, but with decorating the Castle. He singled out Commissioner Jennifer Mahoney for taking the lead in decorating. Director Doran passed out financials for the party. After expenses for the party and the purchase a Christmas tree for the Castle, the net profit was a little over \$2,000. Director Doran also thanked the six members from the Owosso High School Honor's Society who were

present and helped during the event.

**VOLUNTEERS DATABASE** – Director Doran again asked all Commission members to please assist with the building of our volunteer database. This request has been made to the Commission at every meeting.

**CURWOOD CABIN UPDATE** – Director Doran passed out detailed photos outlining the condition of the cabin. There was a discussion of the cabin's condition and what it is going to entail moving it from its current location to Curwood Castle Park. Doran discussed in detail the current challenge of the existing corrosive concrete chinking, what we are going to use to re-chink the structure, and how we are going to go about this process. Director Doran also talked about the overall sustainability – financial, maintenance, security and public access – of adding another building to our current holdings. Commissioner Jenelle Steele-Elkins offered to have CAD drawings completed of possible locations, foundation, etc.

# **NON PROFIT GROUP SUSTAINIBILITY AND CAPACITY BUILDING** – Director Doran reminded the Commission of the upcoming dates for the meetings with the Non Profit Group.

**DATES AND PERFORMERS FOR CASTLE CONCERT SERIES** - Director Doran updated the Commission on the dates and performers for the concert series

**EXTENDED HOLIDAY HOURS FOR THE CASTLE** – Director Doran discussed adding evening hours for the Castle, from 6:00 pm to 8:00 pm, through December 23. A schedule was worked out with Commission members.

MADE IN OWOSSO EXHIBITION – Director Doran updated the Commission on the first planning meeting with Piper regarding the exhibition. Details are still being working out for exact time frame and funding. A more comprehensive report will be presented at the next Historical Commission meeting.

#### **NEW BUSINESS:**

**OWOSSO SCHOOL CURRICULUM** – Commissioner Jenelle Steele-Elkins shared several of the OHC curriculum projects she is currently driving with students. Progress of current and related curriculum initiatives will be discussed at future OHC meetings.

**CURWOOD STATUE** – Rick Wheeler made a presentation regarding the life-size bronze statue of James Oliver Curwood, a project he has been

driving since 2011. Director Doran passed out photos of the statue, and the photo of Curwood after which the statue was modeled. The statue is a donation from the Leslie family, in memorium of their son, who passed shortly after designing it. Nathan Leslie- who resides in North Carolina — is currently working on casting the statue, designing the pedestal and plaque, and shipping. All costs associated with the statue, including the transportation and a pedestal, are being donated by the Leslie family. VICE CHAIR MAHONEY MADE A MOTION THAT WE ACCEPT THE DONATION OF THE STATUE FROM THE LESLIE FAMILY, WITH EXACT LOCATION TO BE DETERMINED BY THE COMMISSION AT A LATER DATE, SECONDED BY COMMISSIONER TRACEY PELTIER. AYES ALL, MOTION CARRIED.

**HISTORICAL ARCHITECT / ENGINEERING REPORT OF THE GOULD HOUSE** – Director Robert Doran discussed that the proposal had come back from the architect/engineer, and that the total amount greatly exceeded our initial expectations. Doran will go back to the architect with questions and ask for more details.

**2015 Home Tour** – Vice Chair Mahoney discussed developing policies and procedures regarding high school volunteers at future Home Tours or any other OHC event. The Commission agreed that such policies and procedures need to be created and implemented.

DIRECTOR'S POSITION – Vice Chair Jennifer Mahoney discussed increasing Director Doran's salary. The entire Commission agreed that his current salary was not commensurate with the tasks and responsibilities demanded by the current position. Chair Elaine Greenway agreed, suggesting that a \$5,000 increase come from the Commission, matched by the City. VICE CHAIR JENNIFER MAHONEY MOVED THAT THE COMMISION APPROVE A \$5,000 INCREASE FROM THE COMMISISON MATCHED BY ANOTHER \$5,000 FROM THE CITY BE IMMEDIATELY APPROVED, SECONDED BY CHAIR ELAINE GREENWAY. AYES ALL, MOTION CARRIED. COMMISSIONER ROBERT BROCKWAY ABSTAINED

#### **CITIZEN COMMENTS:**

**ADJOURN:** 

COMMISSIONER DENNIS MAHONEY MADE THE MOTION TO ADJOURN AT 8:30, SUPPORTED BY JENNIFER MAHONEY. AYES ALL, MOTION CARRIED