

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 06, 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 SPECIAL MEETING OF AUGUST 9, 2016:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 15, 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

None.

PUBLIC HEARINGS

1. Plant Rehabilitation District – 300 W. Main Street. Conduct a public hearing to receive citizen comment regarding the application from Owosso REI Group, LLC of Owosso requesting the establishment of a Plant Rehabilitation District for the property located at 300 West Main Street.
2. Obsolete Property Rehabilitation District – 344 W. Main Street. Conduct a public hearing to receive citizen comment regarding the application from D.R. & H.P., LLC of Lansing requesting the establishment of an Obsolete Property Rehabilitation District for their property at 344 W. Main Street.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

1. Project Status Report

CONSENT AGENDA

1. Set Public Hearing – Industrial Facilities Tax Exemption Certificate – 300 W. Main Street. Set a public hearing for Monday, September 19, 2016 to receive public comment on the application from Owosso REI Group, LLC of Owosso for an Industrial Facilities Tax Exemption Certificate for real and personal property for their property at 300 West Main Street.
2. Set Public Hearing -Obsolete Property Rehabilitation Exemption Certificate – 344 W. Main Street. Set a public hearing for Monday, September 19, 2016 to receive citizen comment regarding the application from D.R. & H.P., LLC of Lansing for an Obsolete Property Rehabilitation Exemption Certificate for their property at 344 W. Main Street.
3. Art Walk Permission. Approve the application of Owosso Main Street/DDA for use of Main Street Plaza September 10, 2016 from 8:00am to 4:00pm for the Art Walk event, waive the insurance requirement, and authorize Traffic Control Order No. 1361 formalizing the requested closure.
4. Free Food Distribution Permission. Approve the application from the United Methodist Care Network for use of a portion of the southwest corner of the Comstock Parking Lot on September 17, 2016 from 8:00am – 12:00pm to conduct a free food distribution, waive the insurance requirement, and authorize Traffic Control Order No. 1362 formalizing the action.
5. Change Order No. 1 – Sanitary Sewer Cleaning Contract. Authorize Change Order No. 1 to the Sanitary Sewer Cleaning Contract with Safeway Transport, Inc. for additional heavy cleaning services in the amount of \$30,000.00, and further authorize payment to the contractor up to the contract amount, including Change Order No. 1, upon satisfactory completion of the work or a portion thereof.
6. Contract Addendum No. 4 - OHM Professional Engineering Services. Authorize Addendum No. 4 to the contract with Orchard, Hiltz& McCliment d/b/a OHM Advisors for Professional Engineering Services originally approved April 6, 2015, for hydrant flow testing to assist in the development of a water distribution model in an amount not to exceed \$2,400.00, and further authorize payment up to the contract amount, including Addendum Nos. 1-4, upon satisfactory receipt of deliverables.
7. Contract Amendment No. 3 —WWTP Screening Equipment. Authorize Amendment No. 3 to the lease agreement with Duperon Leasing & Sales, Inc. for the lease of the screening equipment at the Waste Water Treatment Plant extending the contract on a month to month basis, not to exceed 9 additional months (ending June 30, 2016), in the amount of \$1,815.00 per month.
8. Professional Services Agreement – Financial & Accounting Services. Authorize professional services agreement with Deeann M Biondi LLC for the provision of financial and accounting services.
9. Professional Service Agreement – Painting Restoration. Authorize a contract with Lis Art Conservation & Restoration Services, LLC for the restoration of 14 paintings owned by the City, services to include cleaning, varnishing, crack filling and reframing, in the amount of \$34,500.00, and further authorize payment to the contractor upon satisfactory completion of the work or portion thereof.
10. Contract Authorization – WWTP Transformer Repair. Authorize a contract in the form of a purchase order with Halligan Electric, Inc. for repair of the west side transformer at the WWTP in the amount of \$20,650.00.
11. Preferred Service Provider Contract – No-Preference Towing Services. Authorize a Preferred Service Provider Contract for no-preference towing services to Richard Maurer d/b/a Dick's Auto Service and Reeves Wheel Alignment, Inc., equally sharing the preferred wrecker service contract for the City for the period from July 1, 2016 through June 30, 2019.

12. Bid Award – 2016 Street Patches Program. Authorize bid award to Eastern Asphalt Company Inc. as the sole bidder for the 2016 Street Patches Program in the amount of \$142,068.12 and further authorize payment up to the bid amount upon satisfactory completion of the work or a portion thereof.

13. Warrant No. 527. Authorize Warrant No. 527 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	2nd installment for FY 16/17	Various	\$20,062.00
Michigan Municipal League	Annual Membership	General	\$5,835.00
Orchard Hiltz & McCliment, Inc.	Engineering services payment for Cargill project	OBRA #8	\$3,087.00
Orchard Hiltz & McCliment, Inc	Water reliability study payment	Water	\$3,727.00
Michigan Municipal Risk Management Authority	1st installment for FY 16/17	General	\$134,818.50
Maurer Heating & Cooling	Air conditioning unit at WWTP	WWTP	\$5,268.00

14. Check Register – August 2016. Affirm check disbursements totaling \$1,216,033.68 for August 2016.

ITEMS OF BUSINESS

1. Industrial Facilities Tax Exemption Certificate Application Recommendation– 1007 S. Washington Street. Consider recommending approval of the application for an Industrial Facilities Tax Exemption Certificate from Crowe Properties, LLC, to be obtained via the I-69 International Trade Corridor Next Michigan Development Corporation.
2. Permission to Install Little Free Libraries. Consider the request of Girl Scout Troop 30331 to construct, install, and maintain Little Free Libraries in Bentley Park and Curwood Castle Park.
3. Special Assessment District No. 2017-01. Authorize Resolution No. 1 for proposed Special Assessment District No. 2017-01 for Oliver Street from Washington Street to Oak Street (Phase 1) for street reconstruction.
4. Special Assessment District No. 2017-02. Authorize Resolution No. 1 for proposed Special Assessment District No. 2017-02 for Oliver Street from Oak Street to Gould Street (Phase 2) for street reconstruction.
5. Development of Educational Plan for Street Bond. Develop a plan to educate residents regarding the street bond proposal on the November 8, 2016 ballot.

COMMUNICATIONS

1. SATA Board of Directors. Minutes of July 12, 2016.
2. Planning Commission. Minutes of July 25, 2016.
3. Parks & Recreation Commission. Minutes of July 26, 2016.
4. Planning Commission. Minutes of August 8, 2016.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, September 19, 2016

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – term expires June 30, 2019

Building Board of Appeals – Alternate - term expires June 30, 2018

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, calling, or emailing the following: Owosso City Clerk's Office, 301 West Main Street, Owosso, MI 48867; Phone: (989) 725-0500; Email: city.clerk@ci.owosso.mi.us. The City of Owosso Website address is www.ci.owosso.mi.us.

**CITY OF OWOSSO
SPECIAL MEETING OF THE CITY COUNCIL
MINUTES OF AUGUST 9, 2016
6:30 P.M.**

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

PLEDGE OF ALLEGIANCE: MAYOR BENJAMIN R. FREDERICK

PRESENT: Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth, Councilpersons Loreen F. Bailey (arrived at 6:35), Burton D. Fox, Elaine M. Greenway, Michael J. O'Leary, and Robert J. Teich, Jr.

ABSENT: None.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments made.

ITEMS OF BUSINESS

Resolution Submitting Bond Proposal to the Voters

The Council discussed different alternatives for submitting a bond proposal for street improvements to the voters. The Council spoke specifically regarding: the ideal amount for a bond, allowing significant work to be completed while leaving enough funding to leverage available grant funds; the millage rates required to pay back bond amounts with various terms; whether the question should be placed on the November 2016 ballot or whether a 2017 ballot would be the better option; and the plan for determining which streets will be repaired should the bond question pass.

The Council concluded that a \$10 million bond would be desirable in order to fund a road improvement program that is able to tackle more than a couple of streets per year, as well as to serve as a pool of matching funds for any available street improvement grants. Further, the Council concluded that while a shorter term for the bond was preferable the millage rate required to pay off a short term bond was more than residents could reasonably afford. It was thought that placing the question on a general election ballot would provide a better chance for the question to pass. In addition, any elections held in 2017 would be considered special elections and the City would be responsible for the cost.

Lastly, the group listened to City Engineer Randy Chesney as he described the proposed method for selecting streets for inclusion in the improvement program. He indicated that approximately 76% of the City's streets need resurfacing or reconstruction, a good portion of the curb and gutter system needs attention, and the storm sewer system is in need of replacement and/or repair. In order to take full advantage of the leverage provided by the bond and to maximize the life-cycle of a given street he suggested writing off streets that are in very bad shape in favor of repairing those streets that are early-to-mid life-cycle. He recommended targeting streets that are eligible for grant funds and streets with good curb and gutter systems.

Motion by Mayor Pro-Tem Eveleth to place an item on the August 15th Council Agenda to consider authorization of a ballot question on the November 8, 2016 ballot asking for authorization for a \$10 million bond financed over a period of 25 years for street improvements.

Motion supported by Councilperson O'Leary.

Roll Call Vote.

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

NAYS: None.

NEXT MEETING

Monday, August 15, 2016

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2020
Building Board of Appeals – term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2018

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 7:07 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF AUGUST 15, 2016
7:30 P.M.**

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: PASTORAL ASSOCIATE EDWARD HORSKI
ST. PAUL & ST. JOSEPH CATHOLIC CHURCHES

PLEDGE OF ALLEGIANCE: MICHAEL ESPICH
PARKS & RECREATION COMMISSION CHAIRMAN

PRESENT: Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth,
Councilpersons Loreen F. Bailey (7:45), Burton D. Fox, Elaine M.
Greenway, and Michael J. O'Leary.

ABSENT: Councilperson Robert J. Teich, Jr.

APPROVE AGENDA

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

Remove Consent 10. Bid Award – No-Preference Towing Services.
Remove Item of Business 3. Michigan Local Government Management Association Rebranding.
Move Consent 5. Dog Days of Summer 5K Permission to Item of Business 6.
Move Consent 7. Change Order No. 1 – Real Estate Broker Services to Item of Business 7.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 1, 2016

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of August 1, 2016 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Lorraine Austin, Vice Chairwoman for the Friends of the Shiawassee River, was on hand to update folks on the Friends river clean-up events which have twice been cancelled due to rain. The group will be organizing several smaller efforts to address short sections of the river. She encouraged people to check

the Friends website or Facebook page for details on future clean-up events, as well as gathering a small group together to take on a section of the river.

Becky Langtry, property owner at 202 State Street, asked for an update on her property at 202 State Street. City Manager Donald D. Crawford explained the situation was quite complex, saying they could combined the two properties in question if the alley was abandoned but issues would remain regarding the number of accessory structures as well as their size. There was discussion regarding whether the alley should be closed to allow the lot combination, other options that may allow them to keep their accessory structures, the fact that other parcels in the City have accessory structures without a home, and amending the zoning ordinance to allow a parcel containing only an accessory structure.

Motion by Councilperson Fox to refer to the Planning Commission a potential ordinance that would permit free-standing accessory structures to exist on a residential parcel without a dwelling.

Motion supported by Mayor Pro-Tem Eveleth.

Roll Call Vote.

AYES: Councilpersons Greenway, Bailey, O'Leary, Mayor Pro-Tem Eveleth, Fox, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

CITY MANAGER REPORT

City Manager Crawford indicated he had nothing to report at this time.

CONSENT AGENDA

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

Set Public Hearing -Plant Rehabilitation District – 300 W. Main Street. Set a public hearing for Tuesday, September 6, 2016 to receive citizen comment regarding the application from Owosso REI Group, LLC of Owosso requesting the establishment of a Plant Rehabilitation District for their property at 300 W. Main Street as follows:

RESOLUTION NO. 86-2016

SETTING PUBLIC HEARING TO ESTABLISH A PLANT REHABILITATION DISTRICT 300 W. MAIN STREET

WHEREAS, request was received July 21, 2016 for an Industrial Facilities Tax Exemption Certificate from Owosso REI Group, LLC; and

WHEREAS, an Plant Rehabilitation District is required for an Industrial Facilities Tax Exemption Certificate; and

WHEREAS, the Plant Rehabilitation District for this application is described as:

PART OF ORIGINAL PLAT DESCRIBED AS: SOUTH 1/2 BLOCK 24 & SOUTH 10' OF NORTH 1/2 BLOCK 24, ALSO ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER AND SAID DESCRIPTION

WHEREAS, it must be determined that this district would be beneficial to the city of Owosso, as well as local and regional economy.

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

FIRST: the Owosso City Council sets a public hearing for September 6, 2016 at or about 7:30 p.m. in the council chambers for the purpose of hearing comments from those within the proposed district, and any other resident or taxpayer, of the city of Owosso.

SECOND: the city clerk gives the notifications as required by law.

Set Public Hearing -Obsolete Property Rehabilitation District – 344 W. Main Street. Set a public hearing for Tuesday, September 6, 2016 to receive citizen comment regarding the application from D.R. & H.P., LLC of Lansing requesting the establishment of an Obsolete Property Rehabilitation District for their property at 344 W. Main Street as detailed below:

RESOLUTION NO. 87-2016

**SETTING PUBLIC HEARING TO CONSIDER ESTABLISHING
AN OBSOLETE PROPERTY REHABILITATION DISTRICT
FOR THE PROPERTY COMMONLY KNOWN AS
344 WEST MAIN STREET**

WHEREAS, a request was received August 3, 2016 for an Obsolete Property Rehabilitation Act (OPRA) exemption along with an Application for Tax Abatement from D.R. & H.P., L.L.C., owners of 344 W. Main Street; and

WHEREAS, an Obsolete Property Rehabilitation District needs to be established and described as:

LOTS 10 THRU 15 AND WEST 132 FEET OF LOT 8 AND WEST 13 2FEET' OF THE SOUTH 18 FEET OF LOT 7, BLOCK 6, LUCY L COMSTOCKS ADDITION TO CITY OF OWOSSO, INCLUDING THE WEST 132 FEET OF CLOSED ALLEY; and

WHEREAS, the Obsolete Property Rehabilitation Act, Act 146 of 2000, is available to the city of Owosso; and

WHEREAS, the act permits the city of Owosso to establish a Obsolete Property Rehabilitation District; and

WHEREAS, an Obsolete Property Rehabilitation District may consist of one or more parcels of land; and

WHEREAS, it must be determined that the district must consist of obsolete commercial property or commercial housing property as defined in 125.2782, Section 2 (h) of Act 146 of 2000; and

WHEREAS, it must be determined that establishing the district would be beneficial to the city of Owosso, as well as local and regional economy.

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

FIRST: the Owosso City Council sets a public hearing for September 6, 2016 at or about 7:30 p.m. in the council chambers for the purpose of hearing comments from those within the proposed district, and any other resident or taxpayer, of the city of Owosso.

SECOND: the city clerk gives the notifications as required by law.

THIRD: the city staff is directed to investigate and determine if the qualifications of the act are satisfied and report findings at the hearing.

Planning Commission Referral – Zoning Ordinance Amendment. Refer to the Planning Commission for recommendation a potential amendment to Chapter 38, Zoning, of the Code of Ordinances of the City of Owosso, Michigan pertaining to the parking/storage of recreational vehicles.

Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:

Name	Board/Commission	Term Expires
Michelle Collison*	Planning Commission	06-30-2019

* Indicates reappointment

Dog Days of Summer 5K Permission. (This item was moved to Items of Business.)

Owosso Vintage Motorcycle Days Permission. Approve application of Owosso Main Street for the closure of N. Washington Street from Exchange Street to 145' north of Mason Street (the north border of 311 N. Washington St.) beginning at 6:00 p.m. August 26, 2016 until 6:00 p.m. August 27, 2016 for the Owosso Vintage Motorcycle Days event, waive the insurance requirement, and authorize Traffic Control Order No. 1360 formalizing the requested closure.

Change Order No. 1 – Real Estate Broker Services. (This item was moved to Items of Business.)

Change Order No. 1 – Ambulance Purchase. Authorize Change Order No. 1 to the purchase agreement with Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles for the purchase of a 2017 Osage Type III Ford Ambulance, increasing the amount by \$4,760.00 for the purchase and installation of additional lighting and electrical system upgrades and further authorize payment up to the amount of the original contract plus Change Order No. 1 as detailed below:

RESOLUTION NO. 88-2016

AUTHORIZING CHANGE ORDER #1-FINAL TO THE PURCHASE AGREEMENT WITH KODIAK EMERGENCY EQUIPMENT, INC. D/B/A KODIAK EMERGENCY VEHICLES FOR ONE 2017 FORD AMBULANCE

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved the purchase of one 2017 Osage Type III ambulance from Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles of Grand Ledge Michigan on July 5, 2016 in the amount of \$162,324.00; and

WHEREAS, subsequent review and consultation determined that additional lighting and electrical system upgrades should be purchased and installed increasing the amount of the purchase order by \$4,760.00 as follows:

1. Four (4) Whelen 24 Diode Scene Lights on side of new ambulance = \$1,480.00
2. Upgrade to Stryker Performance Load with inductive charging. = \$2,625.00
3. LED Strip Lighting in # 5 Compartment = \$250.00
4. 110V Outlet in rear wall of cab (center) = \$100.
5. Momentary resetting switches at entry doors (for scene lights) = \$150.00
6. Antenna Pre-wire (addition of 2) = \$80.00

7. Change 110V outlet in module action area to 110V with USB = \$75.00

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 amend the purchase agreement with Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles by \$4,760.00, increasing the original purchase from \$162,324.00 to \$167,084.00 for additional labor and equipment necessary to complete the purchase.

SECOND: The mayor and city clerk are instructed and authorized to execute Change Order #1-Final between the City of Owosso, Michigan and Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles in the amount of \$4,760.00.

THIRD: The accounts payable department is authorized to submit payment to Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles in the amount of \$167,084.00 upon satisfactory receipt of the vehicle and installation of all pertinent equipment.

FOURTH: The above expenses shall be paid from the Fire Equipment account 101-335-978.000.

Emergency Repair Authorization – WWTP West Side Transformer. Approve emergency repair of the west side electric transformer located at the Waste Water Treatment Plant and authorize payment to Halligan Electric, Inc. in the amount of \$6,248.25 for said repairs.

RESOLUTION NO. 89-2016

APPROVING PURCHASED SERVICES AND PAYMENT TO HALLIGAN ELECTRIC, INC. FOR EMERGENCY REPAIRS TO THE WEST SIDE TRANSFORMER AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted funding in the Wastewater Treatment Plant Operating and Maintenance Fund for the maintenance and repair of site electrical infrastructure, and

WHEREAS, the existing west side transformer experienced deteriorated components well into its service life and required immediate troubleshooting and repair analysis. Halligan Electric, Inc. was called in to perform emergency service, ensuring the plant would maintain a second source of electricity by constructing a temporary bus bar in the amount \$6,248.25, and

WHEREAS, the City Utilities Director has reviewed the invoice for services provided and verified the labor for troubleshooting and repair components needed to provide a temporary bus bar, pending more permanent repair and/or replacement.

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 approve emergency repair to the west side transformer at the Wastewater Treatment Plant by Halligan Electric, Inc..

SECOND: The accounts payable department is authorized to submit payment to Halligan Electric, Inc. in the amount of \$6,248.25.

THIRD: The above expenses shall be paid from account no. 599-548-833.000.

Bid Award – No-Preference Towing Services. (This item was removed from the agenda.)

Purchase Authorization — Public Safety Vehicle Equipment Changeover. Waive competitive bidding requirements and authorize contract with Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal, supply, and installation of public safety equipment in the new police utility vehicle in the amount of \$7,173.50 as detailed:

RESOLUTION NO. 90-2016

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
REMOVAL, SUPPLY, AND INSTALLATION OF PUBLIC SAFETY EQUIPMENT
IN A NEW POLICE VEHICLE
WITH MID MICHIGAN EMERGENCY EQUIPMENT SALES AND SERVICE LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has purchased a new police vehicle that needs to have equipment and DVR cameras installed in it; and

WHEREAS, the City will retire one current police vehicle which necessitates the removal of the public safety equipment installed on the vehicle; and

WHEREAS, said equipment is proposed for re-use in the new vehicles pending installation; and

WHEREAS, the new vehicle will require additional new public safety equipment to be properly outfitted for service; and

WHEREAS, the City of Owosso received a quote from Mid Michigan Emergency Equipment Sales and Service LLC for the removal of the old equipment, supply of select pieces of new equipment, and the installation of all said equipment; and it is hereby determined that this company is qualified to perform the work requested; and

WHEREAS, a waiver of the bidding requirements is requested as professional services are exempt from competitive bidding.

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 contract with Mid Michigan Emergency Equipment Sales and Service LLC for the removal, purchase, and installation of public safety equipment in the new 2017 City Police Utility vehicle in the amount of \$7,173.50.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Mid Michigan Emergency Equipment Sales and Service LLC.

THIRD: The Accounts Payable Department is hereby authorized to issue payment to Mid Michigan Emergency Equipment Sales and Service LLC in the amount of \$7,173.50 upon delivery of the equipment and satisfactory installation.

FOURTH: The above expenses shall be paid from the Police equipment fund 101-300-978.000.

Warrant No. 526. Authorize Warrant No. 526 as follows:

Vendor	Description	Fund	Amount
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B S & A Software	Various systems-annual support/service 8/1/16 - 8/1/17	Various	\$11,708.00
Orchard Hiltz & McCliment Inc.	Water reliability study payment	Water	\$12,652.25
Orchard Hiltz & McCliment Inc.	Engineering services payment for Cargill project	OBRA #8	\$12,716.00
Advanced Drainage Systems	To correct approval amount from \$5,472.00 to \$5,729.19	Streets	\$ 5,729.19
William C. Brown, P.C.	Professional services – 7/6/16 – 8/8/16	General	\$11,773.84
Safebuilt, Inc.	Building department services- July 2016	General	\$ 9,460.00

***Check Register – July 2016.** Affirm check disbursements totaling \$1,148,562.90 for July 2016.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilpersons Bailey, Fox, O'Leary, Greenway, Mayor Pro-Tem Eveleth, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

ITEMS OF BUSINESS

Disc Golf Layout Approval

Tim Law presented the proposed layout for a disc golf course in Collamer Park, noting that there were no holes planned for the bird sanctuary in the park and special attention was paid to make sure that anywhere the course crosses existing trails there is a clear line of sight.

Councilperson Fox was still concerned that those that utilize the trails may get hit with a Frisbee and asked that signage warning both golfers and trail users to use caution in the areas where the course crosses the trails. Mr. Law indicated plans were already underway for said signage.

Motion by Mayor Pro-Tem Eveleth to approve the layout and authorize construction of a disc golf course in Collamer Park as follows:

RESOLUTION NO. 91-2016

RESOLUTION AUTHORIZING A 19-HOLE DISC GOLF COURSE AT COLLAMER PARK / HOPKINS LAKE

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Parks & Recreation Commission met July 26, 2016 and recommended approval of a 19-hole disc golf course, as designed by volunteers, at Collamer Park; and

WHEREAS, the disc golf course would aid the Parks & Recreation Commission in achieving its number one priority - to promote healthy lifestyles, attract tourists and offer recreational outlets; and

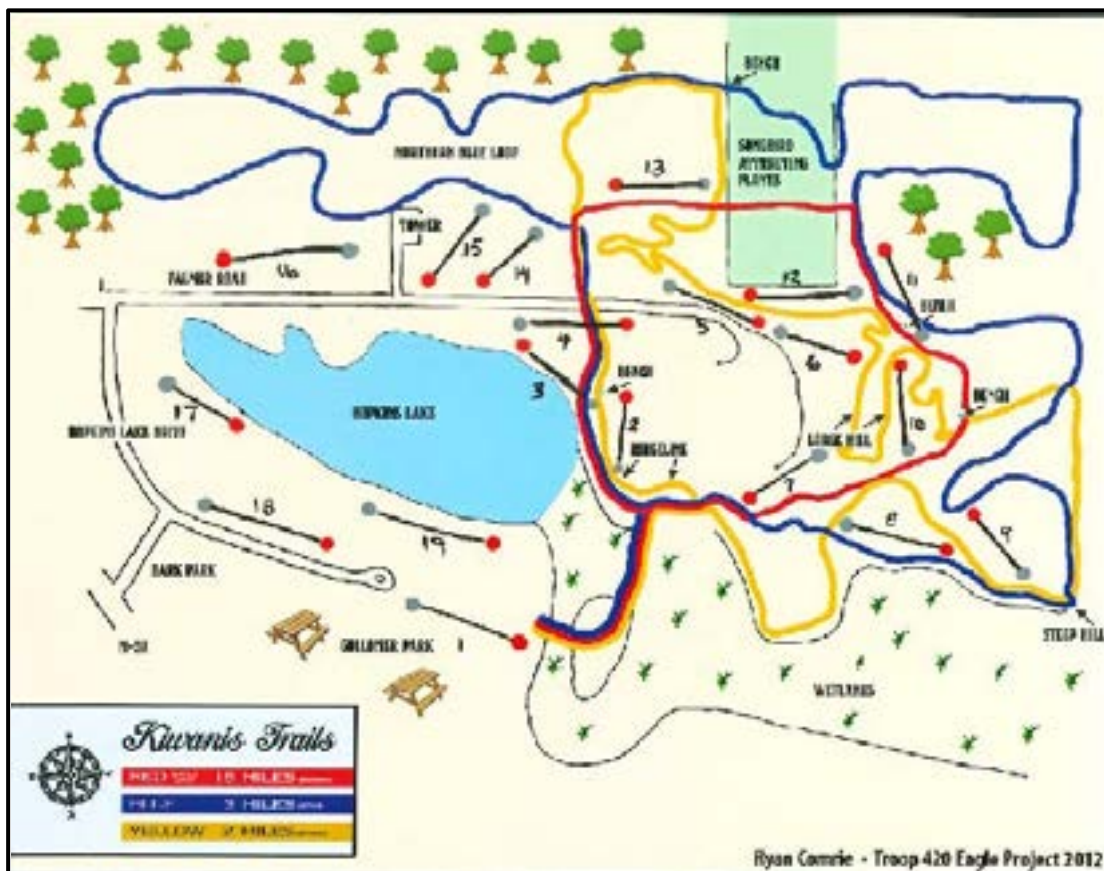
WHEREAS, the Parks & Recreation Master Plan includes a disc golf course at Collamer Park in Part V – Plan Development, Collamer Park, page 49, number 17; and

WHEREAS, volunteers have fundraised and paid for the disc golf equipment, spent many hours planning and developing the disc golf course, and the Department of Public Works will assist with the installation of the disc golf baskets at an estimated cost of \$1,722.

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 in the public interest to create a disc golf course at Collamer Park with a cost to the City of Owosso of \$1,722.00.
- SECOND: The proposed layout of the course is hereby approved as Exhibit A.
- THIRD: Signage will be installed at all locations where the course crosses an existing trail.
- FOURTH: The above expenses shall be paid from the Parks & Recreation Contractual Services fund, 101-756-818.000.

EXHIBIT A



Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilperson O'Leary, Mayor Pro-Tem Eveleth, Councilpersons Bailey, Fox, Greenway, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

Real Estate Purchase Agreement Amendment

Motion by Mayor Pro-Tem Eveleth to amend the Agreement for the Purchase of Real Estate dated January 19, 2016 between the City of Owosso and Michael Cline to allow conveyance of the property in question via Quit Claim Deed.

RESOLUTION NO. 92-2016

**AMENDING THE ORIGINAL PURCHASE AGREEMENT
AUTHORIZING THE SALE OF
CITY-OWNED PROPERTY BETWEEN GOULD STREET AND WRIGHT AVENUE
VIA QUITCLAIM DEED**

WHEREAS, council approved the sale of real property at its January 19, 2016 meeting to Michael N. Cline, described as follows:

050-010-034-025-00

703 S. Gould Street

LOTS 42 & 43, BLOCK 34 & WEST 8' OF CLOSED ALLEY GEORGE T ABREY'S WOODLAWN PARK ADDITION EXCEPT BEGINNING AT SOUTHWEST CORNER LOT 43 THEN NORTH 33' TO NORTHWEST CORNER LOT 43 THEN SOUTHEASTERLY TO A POINT 9.83' EAST OF SOUTHWEST CORNER LOT 43 THEN WEST TO POINT OF BEGINNING BEING EAST RIGHT OF WAY LINE OF GOULD STREET IN THE CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN, and

050-010-034-027-00

616 Wright Avenue

LOTS 22 & 23 & SOUTH ½ LOT 24 INCLUDING EAST ½ OF ADJACENT CLOSED ALLEY, ALSO, LOTS 37-41, 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.

WHEREAS, staff has determined the original purchase agreement should be amended to indicate the property will be conveyed with a Quitclaim Deed; and

WHEREAS, the purchase agreement should be further amended to indicate that no title insurance will be provided for this sale; and

WHEREAS, Mr. Cline agrees the city of Owosso shall have no duty to cure the interest of Lynn Duck, or her heirs, in the property; and

WHEREAS, Michael N. Cline is still offering to pay the City the original purchase price of One Thousand and NO/100 (\$1,000.00) Dollars; and

WHEREAS, these changes do not represent a material change in the terms of the agreement, negating the need for an additional posting period.

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

FIRST: the amended purchase agreement is hereby approved and the property shall be sold to Michael N. Cline for the price of \$1,000.00 in accordance with the terms of said amended purchase agreement.

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

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilpersons Fox, O'Leary, Greenway, Bailey, Mayor Pro-Tem Eveleth, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

Michigan Local Government Management Association Rebranding

(This item was removed from the agenda.)

MML Delegate

Motion by Councilperson Bailey to designate Assistant City Manager Susan K. Montenegro as the City Representative to cast the vote of municipality at the Michigan Municipal League annual business meeting on September 14, 2016.

Motion supported by Mayor Pro-Tem Eveleth.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons Bailey, Fox, O'Leary, Greenway, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

Parks & Recreation Commission Bylaws Amendment

Motion by Mayor Pro-Tem Eveleth to approve the following amendment to the bylaws for the City's Parks & Recreation Commission:

RESOLUTION NO. 93-2016

AMENDING THE CITY OF OWOSSO PARKS & RECREATION COMMISSION BYLAWS

ARTICLE THREE: MEETINGS (A)

CHANGING THE MEETING DAY AND TIME

WHEREAS, Article Three: Meetings, of the Parks & Recreation Commission Bylaws requires meetings be held on the fourth Monday of each month beginning at 6:00 pm and conclude by 7:00 pm; and

WHEREAS, the current Parks & Recreation Commission members find that meeting day and time to be inconvenient leading to frequent absences; and

WHEREAS, the Commission recommends the Bylaws be changed to reflect a new meeting day and time.

NOW THEREFORE BE IT RESOLVED that Article Three, Meetings, of the Owosso Parks & Recreation Bylaws be amended as follows:

Article Three: Meetings.

- (a) The Parks & Recreation Commission shall hold monthly meetings in the City Council Chambers on the fourth ~~Monday~~ **Tuesday** of each month. Meetings shall ~~being at 6:00 pm and conclude by 7:00 pm~~ **begin at 7:30 pm and conclude by 8:30 pm**, unless adjournment is postponed by action of the majority of the Commission.

Motion supported by Councilperson Greenway.

Roll Call Vote.

AYES: Councilpersons Bailey, Fox, Mayor Pro-Tem Eveleth, Councilpersons Greenway, O'Leary, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

Street Improvement Bond Proposal

Motion by Mayor Pro-Tem Eveleth to authorize the placement of a ballot question requesting a \$10,000,000 bond for street improvements on the November 8, 2016 as follows:

RESOLUTION NO. 94-2016

**SUBMITTING BOND PROPOSAL FOR STREET IMPROVEMENTS
TO THE VOTERS OF THE CITY OF OWOSSO**

WHEREAS, the City Council of the City of Owosso, County of Shiawassee, State of Michigan (the "City") has determined that it is in the best interest of the residents and property owners of the City that the City acquire and construct local and major street improvements in the City consisting of paving, repaving, reconstructing and improving streets, sidewalks, and parking areas including necessary rights-of-way, proper drainage facilities and all necessary appurtenances and attachments thereto (the "Project"); and

WHEREAS, the maximum estimated cost of the Project is \$10,000,000; and

WHEREAS, the City Council has determined that the City should borrow money in an amount not-to-exceed Ten Million Dollars (\$10,000,000) and issue general obligation bonds of the City in one or more series for the purpose of paying the cost of the Project; and

WHEREAS, the City Council wishes to place a proposal to issue bonds for the Project before the qualified electors of the City at the General election to be held in the City on Tuesday, November 8, 2016 (the "Election Date"); and

WHEREAS, in order for the bond proposal to be submitted to the City's electors on the Election Date, it is necessary for the City Council to certify the ballot wording of the proposal to the City Clerk and the County Clerk of the County of Shiawassee, Michigan, as required by Act 116, Public Acts of Michigan,

1954, as amended (the "Michigan Election Law").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The bond proposal attached hereto as Exhibit A is hereby certified to the City Clerk and the County Clerk for submission to the City's electors on the Election Date. The City Clerk is hereby authorized and directed to file this Resolution and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than 4:00 p.m. August 16, 2016.
2. The City Clerk and the County Clerk are hereby directed to (a) post and publish notice of last day of registration and notice of election for the Election Date in the manner required by the Michigan Election Law; and (b) have prepared and printed, as provided by the Michigan Election Law, ballots for submitting the bond proposal on the Election Date, which ballots shall include the bond proposal shown in Exhibit A, or the bond proposal shall be stated as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.
3. The estimated first year millage and simple average annual millage rate set forth in the Bond Proposal are hereby found to be reasonable estimates of such millage rates.
4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 for tax-exempt bonds pursuant to the Internal Revenue Code of 1986, as amended:
 - (a) The City reasonably expects to reimburse itself with proceeds of the bonds for certain costs of the Project described in the bond proposal which will be paid from the general funds of the City.
 - (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$10,000,000.
 - (c) A reimbursement allocation of the capital expenditures on the Project with the proceeds of the bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the bonds to reimburse the City for a capital expenditure made pursuant to this resolution.
5. If the qualified electors of the City approve the bond proposal, then the City hereby appoints Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel for the Bonds.
6. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby repealed.

EXHIBIT A

CITY OF OWOSSO BOND PROPOSAL FOR STREET IMPROVEMENTS

Shall the City of Owosso, Shiawassee County, Michigan, borrow the principal sum of not to exceed Ten Million Dollars (\$10,000,000) and issue its general obligation unlimited tax bonds therefor in one or more series, payable in not to exceed twenty-five (25) years from the date of issue of each series, for the purpose of paying the costs to the City of acquiring and constructing local and major street improvements in the City consisting of paving, repaving, reconstructing and improving streets, sidewalks, parking areas, and all necessary appurtenances and attachments thereto for the use of the City? The estimated millage to be

levied in 2017 is 1.6697 mills (\$1.6697 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 1.7479 mills (\$1.7479 per \$1,000 of taxable value).

YES
NO

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilperson Fox, Mayor Pro-Tem Eveleth, Councilpersons Greenway, Bailey, O'Leary, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

Dog Days of Summer 5K Permission (This item was moved from the Consent Agenda.)

Councilperson Fox asked that the route listed on the TCO be corrected as Water Street does not intersect Washington Street.

Motion by Councilperson Fox to approve application of Donielle Jent (Elite Pet Styling) for the partial closure of various streets on Saturday, August 20, 2016 from 8:00am – 2:00pm for the Dog Days of Summer 5K Run/Walk, waive the insurance requirement, and authorize Traffic Control Order No. 1359 (with correction requested) formalizing the requested closure.

Motion supported by Councilperson Greenway.

Roll Call Vote.

AYES: Councilpersons O'Leary, Bailey, Greenway, Fox, Mayor Pro-Tem Eveleth, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

Change Order No. 1 – Real Estate Broker Services (This item was moved from the Consent Agenda.)

Councilperson Fox said he had asked that this item be removed from the Consent Agenda to provide the opportunity for an update on the sale of lots in the Osburn Lakes subdivision. Kori Shook of Century 21 Looking Glass was on hand for the meeting and updated the Council, indicating 3 lots had been sold at full price over the last 18 months. She also noted that numerous other offers had been received but were not considered because they were not within a reasonable range of the asking price.

Motion by Councilperson Fox to authorize Change Order No. 1 to the contract with Looking Grand, Inc. d/b/a/ Century 21 Looking Glass for the Provision of Real Estate Broker Services for City-owned Lots in Osburn Lakes, Phase1, extending the term of the agreement until December 31, 2017 as follows:

RESOLUTION NO. 95-2016

**AMENDMENT NO. 1 TO A CONTRACT
WITH LOOKING GRAND, INC. D/B/A CENTURY 21 LOOKING GLASS
FOR THE PROVISION OF REAL ESTATE BROKER SERVICES**

FOR CITY-OWNED LOTS IN OSBURN LAKES PHASE 1 EXTENDING THE TERM

WHEREAS, the City of Owosso, Shiawassee County, Michigan, entered into a eighteen month contract with Looking Grand, Inc. d/b/a Century 21 Looking Glass on January 5, 2015 for the marketing and sale of approximately 30 vacant lots in a single-family residential condominium development known as Osburn Lakes Phase 1; and

WHEREAS, the contract provides for an extension upon reaching the stated term; and

WHEREAS, Looking Grand, Inc. d/b/a Century 21 Looking Glass has met the terms of the contract and satisfactorily provided the services requested, it is deemed advisable to extend the term of the agreement for an additional eighteen months.

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 extend the agreement with Looking Grand, Inc. d/b/a Century 21 Looking Glass for the period of July 1, 2016 through December 31, 2017.

SECOND: The mayor and city clerk are instructed and authorized to sign the attached document amending the Contract for Services between the City of Owosso, Michigan and Looking Grand, Inc. d/b/a Century 21 Looking Glass.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons Fox, O'Leary, Greenway, Bailey, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Teich.

COMMUNICATIONS

William C. Brown, City Attorney. Memo regarding lots separated by an alley.

Tyler J. Leppanen, Assistant Community Development Director. Land combination of 133 S. Chipman St & 202 S. State St.

N. Bradley Hissong, Building Official. July 2016 Building Department Report.

N. Bradley Hissong Building Official. July 2016 Code Violations Report.

Kevin D. Lenkart, Public Safety Director. July 2016 Police Report.

Kevin D. Lenkart, Public Safety Director. July 2016 Fire Report.

Downtown Development Authority/Main Street. Minutes of July 6, 2016.

Parks & Recreation Commission. Minutes of July 12, 2016.

Zoning Board of Appeals. Minutes of July 19, 2016.

Downtown Historic District Commission. Minutes of July 20, 2016.

Downtown Development Authority/Main Street. Minutes of August 3, 2016.

CITIZEN COMMENTS AND QUESTIONS

Parks & Recreation Chairman Mike Espich thanked the Council for their approval of the plans and their support throughout the process.

Mayor Frederick thanked Mr. Espich for his work on the project.

Becky Langtry, property owner at 202 State Street, indicated she has questions regarding why the City was holding \$12,000 of her money until the buildings at 202 State Street were demolished. She also wondered if there was a deadline for the demolition.

NEXT MEETING

Tuesday, September 06, 2016

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2020
Building Board of Appeals – term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2018

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:13 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

*Due to their length, text of marked items is not included in the minutes. Full text of these documents is on file in the Clerk's Office.



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

MEMORANDUM

DATE: August 10, 2016

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

FROM: Larry Cook, Assessor

RE: Plant Rehabilitation District Establishment – 300 W. Main Street

In my July 22nd memo, you were informed that during State Tax Commission's (STC) review of the Obsolete Property Rehabilitation Act (OPRA) application for 300 W. Main Street, they determined the brewery section of the project would not qualify. They recommended the use of an Industrial Facilities Tax Exemption (IFT), since the brewery is industrial in nature per their definition.

In the process of preparing for a public hearing regarding the IFT staff discovered an error in the IFT application in which the applicant requested an Industrial Development District be established, when it should have been a Plant Rehabilitation District. With that in mind, the hearing for the district was changed to September 6th and the hearing on the application for the IFT Certificate will be held September 15th.

The Plant Rehabilitation District is to be described as:

PART OF ORIGINAL PLAT DESCRIBED AS; SOUTH 1/2 BLOCK 24 & SOUTH 10' OF NORTH 1/2 BLOCK 24, ALSO ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER AND SAID DESCRIPTION

After receiving any citizen comment offered as a part of the public hearing for this item the action before council will be to consider the establishment of a Plant Rehabilitation District for the property. Establishment of the district is required before council considers the application for tax exemption.

If there are any questions, please feel free to contact me at (989) 725-0530.

RESOLUTION NO.
ESTABLISHING
PLANT REHABILITATION DISTRICT
300 W. MAIN STREET
CITY OF OWOSSO, MICHIGAN

WHEREAS, a request was received July 21, 2016 for an Industrial Facilities Tax Exemption Certificate from Owosso REI Group, LLC; and

WHEREAS, an Plant Rehabilitation District must be established to meet the requirements for an Industrial Facilities Tax Exemption Certificate; and

WHEREAS, this property is located within the city limits of the City of Owosso, County of Shiawassee; and

WHEREAS, the property description of proposed district is:

PART OF ORIGINAL PLAT OF THE VILLAGE, NOW CITY OF OWOSSO DESCRIBED AS;
SOUTH 1/2 OF BLOCK 24 & SOUTH 10 FEET OF NORTH 1/2 BLOCK 24, ALSO
ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER AND
SAID DESCRIPTION; and

WHEREAS, it is determined that establishing this district would be beneficial to the city of Owosso, as well as local and regional economy.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Owosso, Shiawassee County, Michigan that the Plant Rehabilitation District is approved as described.



This memo reprinted
from the meeting of
August 15, 2016.

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

MEMORANDUM

DATE: August 5, 2016

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

FROM: Larry Cook, Assessor

RE: Obsolete Property Rehabilitation District – 344 W. Main Street

The city clerk received applications for a Tax Abatement under city policy and an Obsolete Property Rehabilitation Act (OPRA) exemption, from DR & HP, LLC, owners of 344 W. Main Street. The project proposes to completely renovate the building with 11 new apartments and 8600 square feet of commercial space. The creation of an OPRA District is the first step in the process and must be in place before any work can commence on the property.

The description of the district being requested is:

LOTS 10 THRU 15 AND WEST 132 FEET OF LOT 8 AND WEST 132 FEET' OF THE SOUTH 18 FEET OF LOT 7, BLOCK 6, LUCY L COMSTOCKS ADDITION TO CITY OF OWOSSO, INCLUDING THE WEST 132 FEET OF CLOSED ALLEY

Within the Obsolete Property Rehabilitation Act (OPRA) rehabilitation is defined as:

.....changes to obsolete commercial property as may be required to restore the property to an economically efficient condition. Rehabilitation includes major renovation and modification including but not necessarily limited to, improvement to floors, correction of deficient or excessive height, new or improved building equipment such as heating ventilation and lighting, improved roof structures and cover, improved wall placement, improved exterior and interior appearance of buildings and other physical changes.

For a rehab facility, the OPRA freezes the taxable value of the building at its value prior to the rehab, and the frozen value and the rehab values are taxed at an adjusted tax rate. Land and personal property cannot be abated under this act and the exemption certificate cannot exceed 12 years. If a certificate is approved by the local unit, the State Tax Commission has 60 days to approve or disapprove the application.

The qualifications for an Obsolete Property Rehabilitation District for this property are found in 125.2783 Section 3, (1), of the Obsolete Property Rehabilitation Act as follows:

- (1) *A local governmental unit, by resolution of its legislative body, may establish a commercial redevelopment district, which may consist of 1 or more parcels or tracts of land or a portion thereof, if at the time of adoption of the resolution the property within the district is any of the following:*
 - (a) *Obsolete property in an area characterized by obsolete commercial property or commercial housing property.*
 - (b) *Commercial property that is obsolete property that was owned by a qualified local governmental unit on the effective date of this act, and subsequently conveyed to a private owner.*

The following excerpts from STC Bulletin No. 9 of 2000 may help guide and define these requirements.

"Obsolete property" means commercial property or commercial housing property, that is 1 or more of the following:

(i) *"Blighted property". Blighted property means property that meets 1 or more of the following criteria:*

- i. *Has been declared a nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.*
- ii. *Is an attractive nuisance to children because of physical condition, use, or occupancy.*
- iii. *Is a fire hazard or is otherwise dangerous to the safety of persons or property.*
- iv. *Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.*
- v. *Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of PA 145 of 2000. (See MCL 125.2652)*

(ii) *A facility as that term is defined below:*

"Facility" as defined in PA 451 of 1994 means any area, place, or property where a hazardous substance in excess of the concentrations which satisfy the requirements of section 20120a(1)(a) or (17) or the cleanup criteria for unrestricted residential use under part 213 has been released, deposited, disposed of, or otherwise comes to be located. Facility does not include any area, place, or property at which response activities have been completed which satisfy the cleanup criteria for the residential category provided for in section 20120a(1)(a) and (17) or at which corrective action has been completed under part 213 which satisfies the cleanup criteria for unrestricted residential use. (See MCL 324.20101)

(iii) *Functionally obsolete.*

"Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property. (See MCL 125.2652)

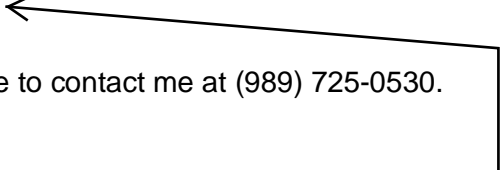
Note: *The STC offers the following as examples of functional obsolescence:*

- 1) A floor plan which is inappropriate for the highest and best use of the property.*
- 2) A heating system which is inadequate for the highest and best use of the property.*
- 3) Excessively high or low ceilings for the highest and best use of the property.*
- 4) Partition walls which restrict the highest and best use of the property.*
- 5) Mechanical systems (e.g. electrical, plumbing, etc) which are inadequate for the highest and best use of the property.*

If council determines this district meets the requirements of the act and is found to be beneficial to the city, a public hearing must be set in accordance with laws of the State of Michigan and the open meetings act and notification by certified mail to the owner(s) of property within the proposed district.

Attached is a map of the proposed district along with a copy of the application for the Obsolete Property Rehabilitation Exemption.

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



Items noted here have not been attached with this copy.

RESOLUTION NO.

**TO APPROVE ESTABLISHING AN
OBSOLETE PROPERTY REHABILITATION DISTRICT
FOR THE PROPERTY COMMONLY KNOWN AS:
344 WEST MAIN STREET**

WHEREAS, Obsolete Property Rehabilitation Exemption Application was received August 3, 2016 along with a City of Owosso Application for Tax Abatement from D.R. & H.P., L.L.C., owners of 344 W. Main Street, to create an Obsolete Property Rehabilitation District, described as:

*LOTS 10 THRU 15 AND WEST 132 FEET OF LOT 8 AND WEST 13 2FEET' OF THE
SOUTH 18 FEET OF LOT 7, BLOCK 6, LUCY L COMSTOCKS ADDITION TO CITY OF
OWOSSO, INCLUDING THE WEST 132 FEET OF CLOSED ALLEY; and*

WHEREAS, the Obsolete Rehabilitation Act, Act 146 of 2000 is available to the city of Owosso; and

WHEREAS, the act permits the city of Owosso to establish an obsolete property rehabilitation district; and

WHEREAS, a public hearing was held for the purpose of hearing comments from those within the proposed district, and any other resident or taxpayer, of the city of Owosso; and

WHEREAS, the city clerk has given notification as required by law and this act, and

WHEREAS, the city council has determined that the qualifications of the act are satisfied.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Owosso, Shiawassee County, Michigan that on this date, September 6, 2016, in accordance with the Obsolete Rehabilitation Act, Act 146 of 2000, the Obsolete Property Rehabilitation District is established as described above.



MEMORANDUM

DATE: August 16, 2016

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

FROM: Larry Cook, Assessor

RE: Set Public Hearing for IFT Certificate – Owosso REI, Group, LLC - 300 W. Main St.

Due to a clerical error in the application for an IFT as it relates to the type of district required, the process to hear public input for this abatement was moved back by one council meeting.

With that said and to restate my council memo of August 15th as it relates to the project at 300 W. Main by Owosso REI Group, LLC, the city council is required to hold a public hearing for an Industrial Facilities Tax Exemption Certificate (IFT) application received on July 21, 2016. This IFT was required by the State Tax Commission after their review indicated the brewery section of the project is industrial in nature, not commercial, and cannot be part of the original Obsolete Property Rehabilitation Act exemption, (OPRA), already approved by council.

The IFT application indicates an investment in Real Property of \$274,032 and Personal Property valued at \$289,750, for a total investment for the brewery section of the project of \$563,782. An Industrial Facilities Tax Exemption Certificate, as created by Act 198 of 1974, is a tax abatement which reduces the tax burden by 50%, or if a Rehabilitation Project, (as this project is), the building's taxable value is frozen for the length of the certificate. These exemptions can be granted for up to 12 years. Since this IFT falls within the scope of the entire \$6 million dollar project, it is staff's recommendation to also grant this exemption for 12 years as was previously approved by council for the OPRA.

Attached is the resolution setting September 19, 2016 as the date for the hearing for the above mentioned Industrial Facilities Tax Exemption Certificate. The city clerk has notified the taxing jurisdictions of this application as required under the city's abatement policy and will forward any responses to you. The taxing jurisdictions will also be given notice of the date of this hearing as required under the act.

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

RESOLUTION NO.

**SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR
AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE
OWOSSO REI GROUP, LLC
300 W. MAIN STREET
CITY OF OWOSSO, MICHIGAN**

WHEREAS, a general tax abatement application was received March 11, 2016 from Owosso REI Group, LLC, per the City of Owosso Tax Abatement Policy of June 7, 2010; and

WHEREAS, application was also received July 21, 2016 from Owosso REI Group, LLC for an Industrial Facilities Tax Exemption Certificate; and

WHEREAS, a Plant Rehabilitation District was established September 6, 2016 for property described as:

PART OF ORIGINAL PLAT OF THE VILLAGE, NOW CITY OF OWOSSO DESCRIBED AS; SOUTH 1/2 OF BLOCK 24 & SOUTH 10 FEET OF NORTH 1/2 BLOCK 24, ALSO ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER AND SAID DESCRIPTION; and

WHEREAS, the Industrial Facilities Tax Exemption certificate, being part of Act 198 of 1974, is available to the city of Owosso; and

WHEREAS, city of Owosso is a qualified local governmental unit and permits the city of Owosso to grant an Industrial Facilities Tax Exemption Certificate; and

WHEREAS, it was determined by city staff that the Industrial Facilities Exemption Certificate application is within the guidelines of the City of Owosso Tax Abatement Policy of June 7, 2010; and

WHEREAS, notification will be sent to all taxing jurisdictions per the City of Owosso Tax Abatement Policy of June 7, 2010.

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


FIRST: the Owosso City Council sets a public hearing for September 19, 2016 on or about 7:30 p.m. in the council chambers for the purpose of hearing comments from those within the proposed district, governmental taxing jurisdictions and any other resident or taxpayer, of the city of Owosso; and

SECOND: the city clerk gives the notifications as required by law.

Application for Industrial Facilities Tax Exemption Certificate

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

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit 08/10/14
STC Use Only	
Date Received by STC	

APPLICANT INFORMATION

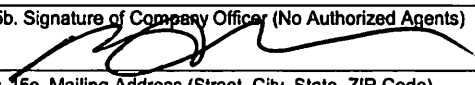
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Owosso REI Group, LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) Brewery													
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 300 West Main Street, Owosso, MI 48867		1d. City/Township/Village (indicate which) City of Owosso	1e. County Shiawassee												
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Owosso	3b. School Code 78110												
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. See Attachment		4. Amount of years requested for exemption (1-12 Years) 12													
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		\$274,032 Real Property Costs													
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		\$289,750 Personal Property Costs													
6c. Total Project Costs * Round Costs to Nearest Dollar		\$563,782 Total of Real & Personal Costs													
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.															
Real Property Improvements Personal Property Improvements		<table border="0"> <tr> <td>Begin Date (M/D/Y)</td> <td>End Date (M/D/Y)</td> <td></td> <td></td> </tr> <tr> <td>December 2016</td> <td>February 2018</td> <td><input checked="" type="checkbox"/> Owned</td> <td><input type="checkbox"/> Leased</td> </tr> <tr> <td>August 2017</td> <td>February 2018</td> <td><input checked="" type="checkbox"/> Owned</td> <td><input type="checkbox"/> Leased</td> </tr> </table>		Begin Date (M/D/Y)	End Date (M/D/Y)			December 2016	February 2018	<input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased	August 2017	February 2018	<input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased
Begin Date (M/D/Y)	End Date (M/D/Y)														
December 2016	February 2018	<input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased												
August 2017	February 2018	<input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased												
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
9. No. of existing jobs at this facility that will be retained as a result of this project. 0		10. No. of new jobs at this facility expected to create within 2 years of completion. 25													
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.															
a. TV of Real Property (excluding land)		3,688													
b. TV of Personal Property (excluding inventory)		0													
c. Total TV		3,688													
12a. Check the type of District the facility is located in: <input type="checkbox"/> Industrial Development District <input checked="" type="checkbox"/> Plant Rehabilitation District															
12b. Date district was established by local government unit (contact local unit)		12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Randy Woodworth	13b. Telephone Number 989-723-3711	13c. Fax Number 989-936-5920	13d. E-mail Address randywoodworth@gmail.co
14a. Name of Contact Person Randy Woodworth	14b. Telephone Number 989-723-3711	14c. Fax Number 989-936-5920	14d. E-mail Address randywoodworth@gmail.co
▶ 15a. Name of Company Officer (No Authorized Agents) Randy Woodworth			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 989-936-5920	15d. Date 7/20/2015
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 120 W. Exchange St. Suite 203 Owosso, MI 48867		15f. Telephone Number 989-723-3711	15g. E-mail Address randywoodworth@gmail.co

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

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

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

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

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

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

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

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

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

IFT Project Summary, Budget and Installation Timeline Attachment

Owosso REI Group, LLC

300 West Main Street

Owosso, Michigan

#5

The facility makes up approximately 1,628 square of a larger (37,262) redevelopment in downtown Owosso. The rest of the project is commercial in nature and is pursuing and OPRA. The Brewery will be contained in the "Center" building, which is a two story building constructed in 1899. These buildings were originally constructed and operated as a brewery for the Mueller Brothers Brewing Company. Historical use of the existing buildings included a mix of manufacturing, retail and predominately professional offices in the most recent past between 1960 and 1999. By 2000, nearly half of the office spaces were vacant. The buildings have been vacant since 2015. The future use will be the brewing facility of Owosso Brewing Company. Rehabilitation activities will include: Lead and asbestos abatement, Extensive interior demolition, All new building equipment, including heating, ventilation, lighting, mechanical, and fixtures, improved roof structure, structural wall and floor replacement, etc. Physical upgrades to the building exterior, and Site improvements including utility relocation, new and improved entrance, installation of all required equipment for brewery operation. The costs provided only reflect the costs associated with the brewery. The brewery is part of a larger 7 million dollar renovation that will improve the rest of the property for commercial operation. A visual of where the brewery is in relation to the larger project is provided.

Real Property Improvements

Line Item	Total
Public Infrastructure	7,976
Site Improvements	661
Demolition	9,632
Earth Work and Excavation	3,916
Building Concrete/Masonry	33,173
Carpentry	13,802
Roofing/Metal/Siding/Insulation/Caulking	19,744
Doors/Windows/Glass	26,227
Drywall/Acoustical	13,736
Flooring	4,877
Cabinets/Countertops/Appliances	9,541
Painting/Decorating	11,500
Plumbing/Electrical/Fire Protection	38,581
HVAC	27,792
Builder Overhead/Profit/General Requirements	41,761
Contingency	11,113
Total Project Cost	\$274,032

Personal Property Improvements

Item	Number	Total Cost	Date to begin Installation	
Brew System	1	\$220,000	August 1, 2016	
Grain Storage	1	\$2,000	August 1, 2016	
Grist Mill	1	\$6,500	August 1, 2016	
Hop/Yeast Storage	1	\$4,500	August 1, 2016	
Oak Barrels	10	\$2,850	August 1, 2016	
Washer/Racker	1	\$16,500	August 1, 2016	
Water Filtration	1	\$8,000	August 1, 2016	
1/2 Barrels	60	\$9,900	August 1, 2016	
Shipping	1	\$7,500	August 1, 2016	
Brew MEP	1	\$12,000	August 1, 2016	
Total PP				\$289,750



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

MEMORANDUM

DATE: August 5, 2016

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

FROM: Larry Cook, Assessor

RE: Obsolete Property Rehabilitation Exemption Certificate – 344 W. Main Street

The city clerk received applications for a Tax Abatement under city policy and an Obsolete Property Rehabilitation Act (OPRA) exemption, from DR & HP, LLC, owners of 344 W. Main Street. The project proposes to completely renovate the building with 11 new apartments and 8600 square feet of commercial space. The creation of an OPRA District is the first step in the process and must be in place before any work can commence on the property.

The description of the district being requested is:

LOTS 10 THRU 15 AND WEST 132 FEET OF LOT 8 AND WEST 132 FEET' OF THE SOUTH 18 FEET OF LOT 7, BLOCK 6, LUCY L COMSTOCKS ADDITION TO CITY OF OWOSSO, INCLUDING THE WEST 132 FEET OF CLOSED ALLEY

Within the Obsolete Property Rehabilitation Act (OPRA) rehabilitation is defined as:

.....changes to obsolete commercial property as may be required to restore the property to an economically efficient condition. Rehabilitation includes major renovation and modification including but not necessarily limited to, improvement to floors, correction of deficient or excessive height, new or improved building equipment such as heating ventilation and lighting, improved roof structures and cover, improved wall placement, improved exterior and interior appearance of buildings and other physical changes.

For a rehab facility, the OPRA freezes the taxable value of the building at its value prior to the rehab, and the frozen value and the rehab values are taxed at an adjusted tax rate. Land and personal property cannot be abated under this act and the exemption certificate cannot exceed 12 years. If a certificate is approved by the local unit, the State Tax Commission has 60 days to approve or disapprove the application.

The qualifications for an Obsolete Property Rehabilitation District for this property are found in 125.2783 Section 3, (1), of the Obsolete Property Rehabilitation Act as follows:

- (1) A local governmental unit, by resolution of its legislative body, may establish a commercial redevelopment district, which may consist of 1 or more parcels or tracts of land or a portion thereof, if at the time of adoption of the resolution the property within the district is any of the following:
 - (a) Obsolete property in an area characterized by obsolete commercial property or commercial housing property.
 - (b) Commercial property that is obsolete property that was owned by a qualified local governmental unit on the effective date of this act, and subsequently conveyed to a private owner.

The following excerpts from STC Bulletin No. 9 of 2000 may help guide and define these requirements.

"Obsolete property" means commercial property or commercial housing property, that is 1 or more of the following:

(i) "Blighted property". Blighted property means property that meets 1 or more of the following criteria:

- i. Has been declared a nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
- ii. Is an attractive nuisance to children because of physical condition, use, or occupancy.
- iii. Is a fire hazard or is otherwise dangerous to the safety of persons or property.
- iv. Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- v. Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of PA 145 of 2000. (See MCL 125.2652)

(ii) A facility as that term is defined below:

"Facility" as defined in PA 451 of 1994 means any area, place, or property where a hazardous substance in excess of the concentrations which satisfy the requirements of section 20120a(1)(a) or (17) or the cleanup criteria for unrestricted residential use under part 213 has been released, deposited, disposed of, or otherwise comes to be located. Facility does not include any area, place, or property at which response activities have been completed which satisfy the cleanup criteria for the residential category provided for in section 20120a(1)(a) and (17) or at which corrective action has been completed under part 213 which satisfies the cleanup criteria for unrestricted residential use. (See MCL 324.20101)

(iii) Functionally obsolete.

"Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such

as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property. (See MCL 125.2652)

Note: *The STC offers the following as examples of functional obsolescence:*

- 1) A floor plan which is inappropriate for the highest and best use of the property.*
- 2) A heating system which is inadequate for the highest and best use of the property.*
- 3) Excessively high or low ceilings for the highest and best use of the property.*
- 4) Partition walls which restrict the highest and best use of the property.*
- 5) Mechanical systems (e.g. electrical, plumbing, etc) which are inadequate for the highest and best use of the property.*

If council determines this district meets the requirements of the act and is found to be beneficial to the city, a public hearing must be set to consider approval of an OPRA exemption certificate. This hearing will be held in accordance with laws of the State of Michigan and the open meetings act and notification by certified mail to the owner(s) of property within the proposed district.

Attached is a map of the proposed district along with a copy of the application for the Obsolete Property Rehabilitation Exemption.

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

RESOLUTION NO.

**SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR
AN OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE
FOR THE PROPERTY COMMONLY KNOWN AS
344 WEST MAIN STREET**

WHEREAS, the City of Owosso received application for an Obsolete Property Rehabilitation Exemption Certificate on August 3, 2016, from Owosso DRHP, LLC, and

WHEREAS, the City of Owosso approved a request to establish an Obsolete Property Rehabilitation District, on September 6, 2016, described as:

*LOTS 10 THRU 15 AND WEST 132 FEET OF LOT 8 AND WEST 13 2FEET' OF THE
SOUTH 18 FEET OF LOT 7, BLOCK 6, LUCY L COMSTOCKS ADDITION TO CITY OF
OWOSSO, INCLUDING THE WEST 132 FEET OF CLOSED ALLEY; and*

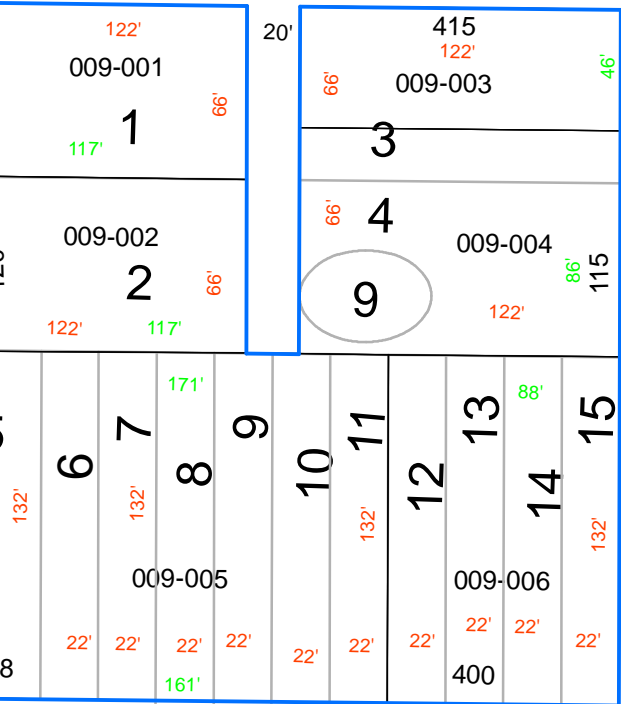
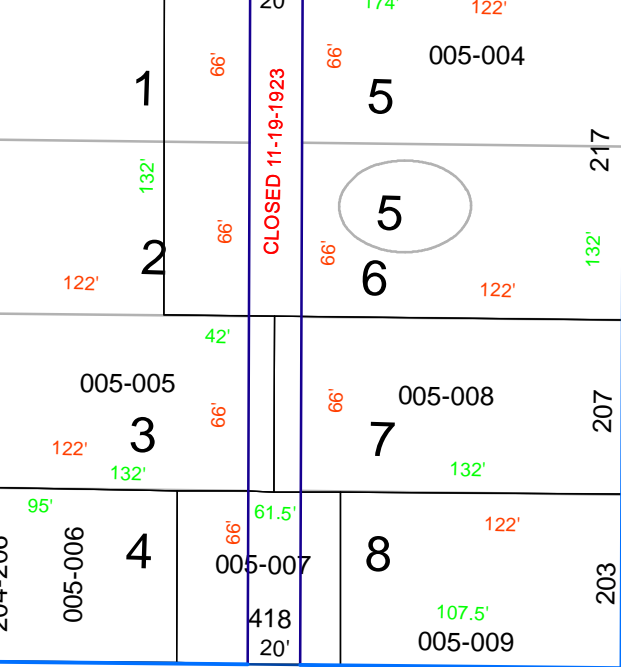
WHEREAS, it must be determined that approval of the Obsolete Property Rehabilitation Certificate would be beneficial to the city of Owosso, as well as the local and regional economies.

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

FIRST: the Owosso City Council sets public hearing for September 19, 2016 at or about 7:30 p.m. in the council chambers for the purpose of hearing comments for those within the district, and any other resident or taxpayer, of the city of Owosso; and

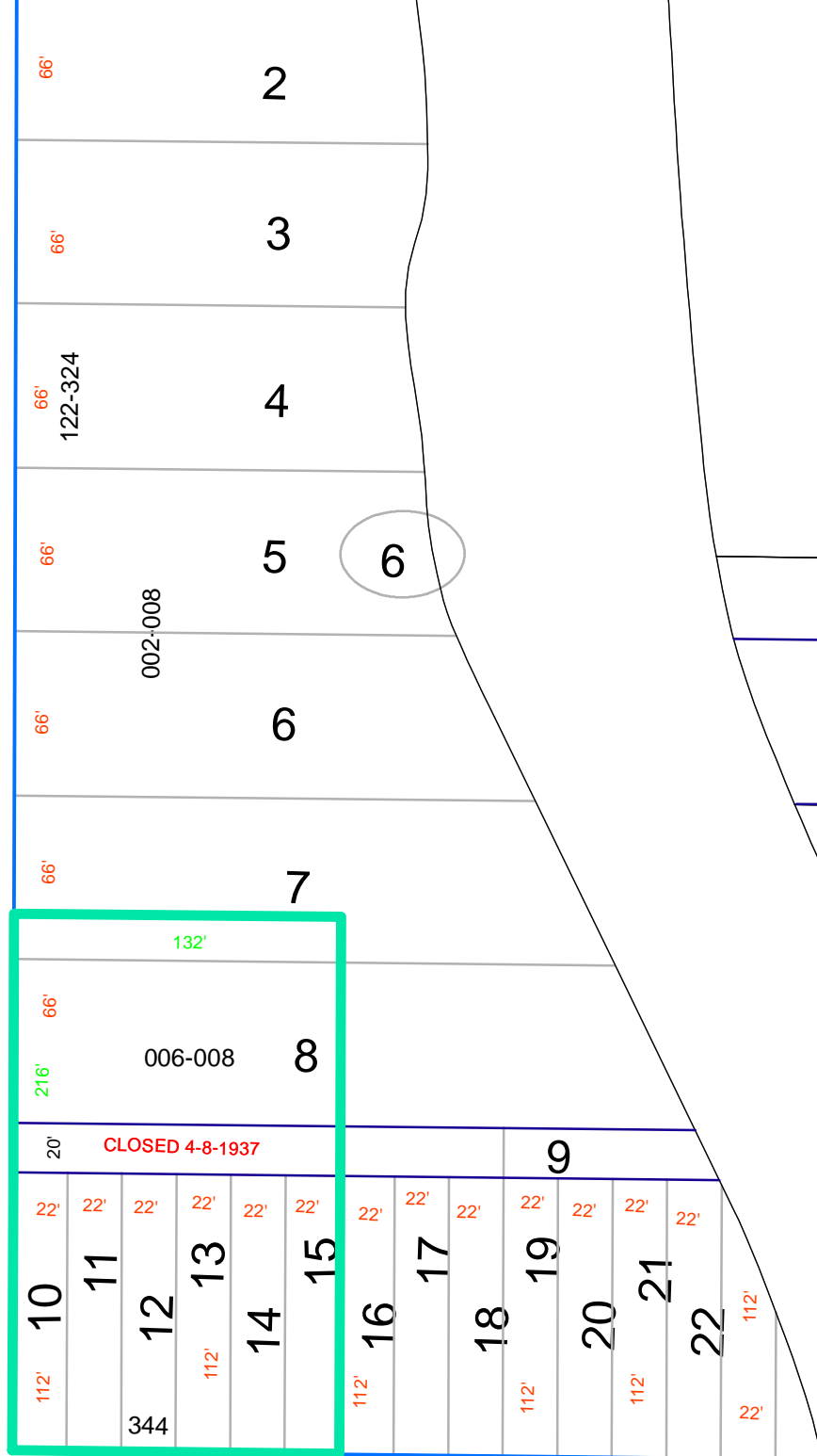
SECOND: the city clerk gives the notifications as required by law; and

THIRD: the city staff is directed to investigate and determine if the qualifications of the act are satisfied and to report their findings at the hearing.



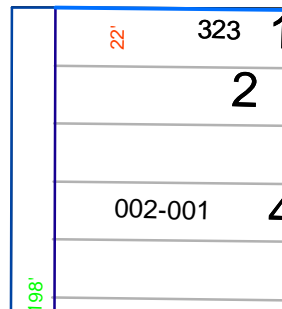
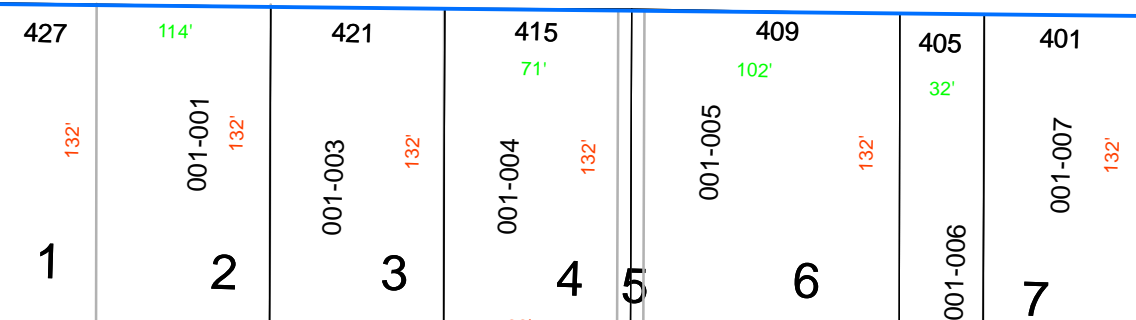
CASTLE DR.

60'



W. MAIN ST.

99'



1 2 3 4 5 6 7 8

005-004 005-005 005-006 005-007 005-008 005-009

122' 132' 66' 66' 66' 66' 66' 66'

132' 132' 132' 132' 132' 132' 132' 132'

174' 174' 174' 174' 174' 174' 174' 174'

217' 207' 203'

418' 20'

10X5

CLOSED 11-12-1233

Figure 1 displays a 4x4 grid of 16 grayscale images showing the degradation of a handwritten digit '9' from top-left to bottom-right. The images are labeled 009-001 to 009-006 and 1 to 15. Annotations include angles (e.g., 122°, 66°, 117°) and a scale bar '400'.

This aerial map shows a residential area with lots numbered 2 through 22. Lot 6 is circled in white. A red rectangle highlights lots 8 through 15. A red line runs horizontally across the map, labeled "CLOSED 4-8-1937". Dimensions are provided for many lots in red and green text.

Lot Dimensions (Red text):

- Lot 2: 66'
- Lot 3: 66'
- Lot 4: 66', 122-324
- Lot 5: 66'
- Lot 6: 53'
- Lot 7: 66'
- Lot 8: 66'
- Lot 9: 22', 22', 22', 22', 22', 22', 22'
- Lot 10: 112', 22'
- Lot 11: 22'
- Lot 12: 22'
- Lot 13: 112', 22'
- Lot 14: 22'
- Lot 15: 22'
- Lot 16: 112', 22'
- Lot 17: 22'
- Lot 18: 22'
- Lot 19: 22'
- Lot 20: 112', 22'
- Lot 21: 112', 22'
- Lot 22: 112', 22'

Other Dimensions:

- Lot 8: 132' (green text)
- Lot 10: 344'

Other Labels:

- 002 008 (near Lot 5)
- 006-008 (near Lot 8)
- CLOSED 4-8-1937 (red text on a red line)

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility; (c) Description of the general nature and extent of the rehabilitation to be undertaken; (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility; (e) A time schedule for undertaking and completing the rehabilitation of the facility; (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.


Applicant (Company) Name (applicant must be the OWNER of the facility) D.R. & H.P., L.L.C								
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) 313 S WASHINGTON SQUARE LANSING MI 48933								
Location of obsolete facility (No. and street, City, State, ZIP Code) 344 W. Main Street, Owosso, MI 48867								
City, Township, Village (indicate which) City of Owosso		County Shiawassee						
Date of Commencement of Rehabilitation (mm/dd/yyyy) 2/01/2017	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 5/01/2018	School District where facility is located (include school code) 78110 - OWOSSO SCHOOLS						
Estimated Cost of Rehabilitation 2,000,000	Number of years exemption requested 12	Attach Legal description of Obsolete Property on separate sheet Attached						
Expected project likelihood (check all that apply): <table border="0"><tr><td><input checked="" type="checkbox"/> Increase Commercial activity</td><td><input type="checkbox"/> Retain employment</td><td><input checked="" type="checkbox"/> Revitalize urban areas</td></tr><tr><td><input checked="" type="checkbox"/> Create employment</td><td><input type="checkbox"/> Prevent a loss of employment</td><td><input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated</td></tr></table> Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment _____			<input checked="" type="checkbox"/> Increase Commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas	<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
<input checked="" type="checkbox"/> Increase Commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas						
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated						
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. <input type="checkbox"/>								

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) David R. Russell	Telephone Number 517.371.8150	Fax Number 517.367.7150
Mailing Address 313 S. Washington Square, Lansing, MI 48933		Email Address drussell@fosterswift.com
Signature of Company Officer (no authorized agents) 		Title

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature 	Date application received 08/04/16
--	--

FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date: _____		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)		
<input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
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PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

Taxable Value	State Equalized Value (SEV)
Building(s)	
Name of Governmental Unit	<div style="display: flex; justify-content: space-between;"> <div>Date of Action on application</div> <div>Date of Statement of Obsolescence</div> </div>

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date	
Clerk's Mailing Address	City	State	ZIP Code
	Telephone Number	Fax Number	Email Address

Mail completed application and attachments to: Michigan Department of Treasury
State Tax Commission
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-2408.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

OPRA Site and Project Summary
D.R. & H.P., L.L.C.
344 West Main Street
Owosso, Michigan

General Description of the Obsolete Facility (year built, original use, most recent use, number of stories, square footage)

The property is comprised of one parcel of land on 0.66 acres located in downtown Owosso. Based on a review of historical documentation, the property was developed as early as 1884. The use of the Property at this time could not be identified, however, between 1915 and 1924, the structure along the eastern Property boundary was demolished and replaced with a filling station. In 1930, the structure located on the western portion of the Property was demolished and the current structure was erected. Since its construction, this building has operated as an automobile dealership, plumbing and heating store, hardware sales, and currently a Dollar General store. The filling station that was present along the eastern Property boundary was demolished in the early 1980s, and the parcel boundaries were redefined to no longer include this area as part of the Property. The building was most recently a Dollar General on the first floor with 9 apartments on the upper stories. The building is two stories and 17,156 square feet.

General description of the proposed use of the rehabilitated facility

The project proposes a mixed-use redevelopment with 11 new apartments and 8,602 square feet of commercial space.

Description of the general nature and extent of the rehabilitation to be undertaken

- Lead and asbestos abatement,
- Interior demolition,
- New interior construction of (11) residential living units and approximately 8,602 square feet of commercial space to be white boxed.
- All new fixed building equipment, including heating, ventilation, lighting, mechanical, and fixtures, improved roof structure, structural wall and floor replacement, etc.
- Physical upgrades to the building exterior, including windows and tuck pointing
- Site improvements including utility relocation, new and improved entrance, curb and gutter, parking and landscaping.

A description list of the fixed building equipment that will be part of the rehabilitated facility

Heating, ventilation, lighting, mechanical, and fixtures, improved roof structure, structural wall and floor replacement.

Time schedule for undertaking and completing the rehabilitation

July 2016- Submit OPRA request/ Site Plan Review

July-August 2016- Finalize costs, secure financial lender

September 2016- Submit Pre-application materials for MEDC CDBG Grant. OPRA taken to Council

October-December 2016- CDBG Environmental review

February 2017- Begin Construction

May 2018- Complete Construction

Statement of the economic advantages expected from the exemption

Project will redevelop a functionally obsolete, blighted, vacant building in the downtown. Once complete, 11 new, high quality, fair market apartments will drive foot traffic in the downtown and support local businesses. In addition, the high quality commercial space will provide the opportunity for a new business to locate in Owosso or for an existing business to expand. The redevelopment will contribute in the long term to increased taxes and property value stabilization for the city of Owosso.

Legal Description

LOTS 10 THRU 15 W 132' LOT 8 W 132' OF S 18' LOT 7 BLK 6 LUCY L COMSTOCKS ADD INCL W 132' CLSD ALLEY



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

MEMORANDUM

DATE: August 30, 2016

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Art Walk Permission - Traffic Control Order #1361

Owosso Main Street proposes the use of Main Street Plaza on September 10, 2016, from 8:00 a.m. to 4:00 p.m. for the Art Walk.

The Public Safety Department has issued Traffic Control Order No. 1361 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the request, waiver of the insurance requirement, and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1361

8/30/16

3:15 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Plaza Closure

LOCATION OF CONTROL

Main Street Plaza from 8:00 am to 4:00 pm for the Art Walk.

EVENT

Art Walk 2016

September 10, 2016

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



APPLICATION FOR USE OF PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0526

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group: Owosso Main Street Date: 8/30/16

Primary Contact Person

Name: Josh Adams
Title: Executive Director
Address: 301 W. Main Street
Owosso, MI 48867
Phone: 989-277-1553

Requested Date(s): September 10, 2016 Requested Hours: 8am-4pm

Area Requested (Parking Lot - Parade Route): Main Street Plaza

Detailed description of the use for which the request is made: For Owosso ArtWalk

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☐ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

.....
Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson



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

MEMORANDUM

DATE: August 30, 2016

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1362

Jack Wing, of the United Methodist Care Network, in cooperation with the Greater Lansing Food Bank, has requested a parking lot closure for a free food distribution.

SW corner of Comstock St. parking lot

DATE: September 17, 2016

TIME: 8:00 am – 12:00 pm

The Public Safety Department has issued Traffic Control Order No. 1362 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the application, waiver of the insurance requirement, and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1362

8/30/16

11:35 am

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Parking Lot Closure – Portion of Lot

LOCATION OF CONTROL

SW corner of Comstock parking lot (Lot #10)

EVENT:

Free Food Distribution

September 17, 2016

8:00 am - 12:00 pm

APPROVED BY COUNCIL

_____, 20 ____

REMARKS

Applicant requested barriers be placed early if possible.



1362

APPLICATION FOR USE OF PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0526

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group: United Methodist Care Network Date: 8-22-16

Primary Contact Person

Name: Jack Wing carjack7065@yahoo.com

Title: Co-Chair

Address: 5351 W. Mason Rd.

Owosso

Phone: 989/284-2314

Requested Date(s): Sept. 17, 2016 Requested Hours: 8¹ to Noon

Area Requested (Parking Lot - Parade Route): Southwest corner of Comstock

Parking lot

Detailed description of the use for which the request is made: Space to hand out free food

from Lansing Food Bank truck

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☐ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson

Set up of traffic control barricades the night before would be helpful + appreciated.



MEMORANDUM

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

DATE: September 1, 2016

TO: Mayor Frederick and the Owosso City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: Change Order No. 1 Sanitary Sewer Cleaning Services Contract - SAW Grant

RECOMMENDATION:

Authorization and approval to issue Change Order No. 1 to the contract with Safeway Transport Incorporated, of Romulus, Michigan, to perform required SAW Grant Task No.5 Cleaning and Televising of Sanitary Sewer Mains. The original contract was approved by city council on June 20, 2016, in the not to exceed amount of \$61,539.28. Additional funds requested are \$30,000.00, for a total amount of \$91,539.28.

BACKGROUND:

A total of ten (10) tasks were identified in the SAW Grant for development of a Collection System Asset Management Plan. Task No. 5 requires cleaning and televising of the sewer collection system. Safeway Transport was contracted to clean segments of the collection system not passable by the contracted RedZone camera equipment. Safeway Transport is near completion of its initial obligation for high pressure jetting of the mains. Safeway Transport is now required to perform additional services that will require the removal of tree roots, calcium deposits, and protruding laterals.

FISCAL IMPACTS:

SAW Grant funds available by budget line item to provide contracted cleaning services are \$90,000.00, which has no impact on the City of Owosso utility budget. In addition, another \$50,000.00 of unexpended SAW funds are also available for transfer to Task No. 5 Cleaning and Televising of Sanitary Sewer mains if needed.

Document originated by: Glenn M. Chinavare, Utility Director

Attachment: (1) Proposed resolution

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 1 AND PAYMENT TO
SAFEWAY TRANSPORT, INC. OF ROMULUS, MICHIGAN
FOR ADDITIONAL SANITARY SEWER CLEANING SERVICES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received Grant funds from the Michigan Department of Environmental Quality to accomplish 10 Tasks in the development of an Asset Management Plan, of which Task No. 5 is for the cleaning and televising of sewer mains; and

WHEREAS, numerous sections of sewer main require cleaning to allow passage of closed circuit televising (CCTV) equipment in order to complete required video inspections as identified in detail spreadsheets provided by the CCTV contractor; and

WHEREAS, the City Utilities Director has reviewed the incomplete CCTV pipe segment spreadsheets and verified the necessity to clean said pipes, and has estimated additional services not to exceed \$30,000.00 are required to complete the Task No. 5 project, with final payment upon satisfactory completion of work verified.

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 amend the contract for the cleaning of 71,536 linear feet of sanitary sewer main, increasing the contract \$30,000.00 for additional cleaning services required to complete Task No. 5 as detailed above.
- SECOND: The mayor and city clerk are instructed and authorized to execute Change Order No. 1 to the Sanitary Sewer Cleaning Services Contract with Safeway Transport, Inc.
- THIRD: The accounts payable department is authorized to submit payment to Safeway Transport, Inc. in an amount not to exceed \$91,539.28 upon satisfactory completion of the work in accordance with their bid dated June 8, 2016.
- FOURTH: The above expenses shall be paid from account no. 590-549-818.000 SAWGrantSwr.

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

TO: SAFEWAY TRANSPORT, INC.

Date: 9/1/2016

CONTRACT: Sanitary Sewer Cleaning Services

PROJECT NO.: _____

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

1 Item No.	2 Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
	ADDITIONAL WORK		
1a	Video inspection to support cleaning; \$150.00/hr		\$ 30,000.00
1b	Video inspection w/ PACP coding; \$.85/lft		
2	Sanitary Sewer heavy cleaning; 8" - 12" pipe; \$1.10/lft		
2	Sanitary Sewer heavy cleaning; 15" - 20" pipe; \$1.60/lft		
3	Protruding laterals; 200 qty; \$250.00/hr		
4	Protruding calcium deposits; \$250.00/hr		
5	Root balls/mass; \$250.00/hr		
	Total Decrease	\$ -	XXXXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXXXX	\$ 30,000.00
	Change in contract price due to this Change Order		\$ 30,000.00
	Net INCREASE contract price		\$ 30,000.00

Original Contract Price:	\$ 61,539.28
Total Net Addition or Deduction by previous C.O. No.:	\$ -
Total Amount of Contract Prior to this Change Order:	\$ 61,539.28
Net Addition or Deduction this Change Order No.:	\$ 30,000.00
Net Amount of Contract to date:	\$ 91,539.28

The time provided for completion in contract is (unchanged) (increased) (decreased) by _____ calendar days.
This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

For the Contractor:

For the City:

By: _____
Its: _____

By: _____
Benjamin R. Frederick, Mayor

By: _____
Amy K. Kirkland, City Clerk



MEMORANDUM

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

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RECOMMENDATION:

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BACKGROUND:

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FISCAL IMPACTS:

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**AUTHORIZING THE EXECUTION OF ADDENDUM NO. 4 TO
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

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August 30, 2016

Mr. Glenn Chinavare
Utilities Director
City of Owosso
301 West Main St.
Owosso, MI 48867

RE: Professional Services Proposal
Hydrant Flow Testing

Dear Mr. Chinavare:

We would like to thank you for the opportunity to submit a proposal for professional services for Hydrant Flow Testing. We have prepared the following project understanding and scope of services based on our understanding of the project.

PROJECT UNDERSTANDING

The City of Owosso has contracted OHM Advisors to perform a Water Reliability Study and General Plan Services (PO No. 000041952) on their water supply system. In order to develop and calibrate an accurate water model, hydrant flow test data must be input into the model to simulate pressures and available fire protection under current conditions. Due to current staffing needs, the City has asked OHM Advisors to submit a proposal to perform the necessary hydrant flow tests. The City shall provide one staff member to accompany the OHM team and open/close hydrants. City flow testing equipment shall be utilized.

SCOPE OF SERVICES

Our scope of professional services includes the following tasks:

- Perform hydrant flow tests at the 15 locations shown on the hydrant testing location map provided by OHM
- Record pressure and flow rate readings on hydrant flow testing form for each location
- Provide City copies of hydrant location map and testing forms for their record

COMPENSATION AND SCHEDULE

The above mentioned services would be performed on a lump sum basis in accordance with the attached Standard Terms & Conditions for a fee of \$2,400.

This would increase the City of Owosso PO No. 000041952 from \$36,550.00 to \$38,950.00.

Upon approval from you, we are available to begin work on your project immediately.

Should you find this agreement acceptable, please execute both copies and return a copy to us for our files. This proposal will be valid for 60 days.

We look forward to working with you on a successful project.

Sincerely,



Andrew VanWormer, PE
Project Manager

Enclosures: *Standard Terms and Conditions*
 Water Reliability Study & General Plan Support Services Proposal
 City of Owosso Purchase Order 000041952

Cc: file

Professional Services

Accepted By: _____

Title: _____

Date: _____

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM ADVISORS and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM ADVISORS will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM ADVISORS:

- a) Provide OHM ADVISORS personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM ADVISORS within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM ADVISORS to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM ADVISORS shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM ADVISORS reasonable control.

5. COMPENSATION – The Owner shall pay OHM ADVISORS for services performed in accordance

with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM ADVISORS shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM ADVISORS and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM ADVISORS or OHM ADVISORS' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM ADVISORS fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM ADVISORS' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM ADVISORS, however, OHM ADVISORS shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM ADVISORS. In accepting and utilizing any drawings or other data on any electronic media provided by OHM ADVISORS, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM ADVISORS and will be corrected as part of OHM ADVISORS' basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM ADVISORS the amount shown on any invoice within 60 days of the date of the invoice, OHM ADVISORS may, after giving 7 days notice

to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM ADVISORS preparation of Opinions of Probable Cost represent OHM ADVISORS' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM ADVISORS has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM ADVISORS shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

February 1, 2016

City of Owosso
301 West Main Street
Owosso, Michigan 48867

Attention: **Mr. Gary Burk**
Utilities Director

Regarding: **Water Reliability Study & General Plan Support Services**
Scope of Engineering Services

Dear Mr. Burk,

Thank you for the opportunity to submit this proposal for your review and consideration. OHM Advisors is pleased to submit this proposal for engineering services to support your Water Reliability Study and General Plan for the City of Owosso. We have prepared the following project understanding and scope of services based on our previous discussions.

PROJECT UNDERSTANDING

The MDEQ has requested that a Water Reliability Study and General Plan be performed by the City. The Water Reliability Study must include the items listed under Part 12, Reliability, R 325.11203 and R 325.11204 of the Michigan Safe Drinking Water Act (Act 399) and also include Part 16, General Plans R 325.11604 through R 325.11606.

The Reliability Study portion focuses on planning items including population and water demands for three separate planning periods (existing, 5-year and 20-year). Average day, maximum day and peak hour water demand must be calculated for the three planning periods. In addition, fire protection needs (typically based on zoning) must be identified. The Reliability Study also documents the capacity of the existing water source (well supply), treatment, pumping and storage and compares that capacity to the existing and future needs of the system.

The General Plan includes the hydraulic analysis of the system as well as the Capital Improvement Plan. The hydraulic analysis must include creation of pressure contour maps for the various water demand conditions for the three planning periods. Available fire protection must also be provided. In addition, a comprehensive map of the system showing service boundaries, location of water system components, water main size, material, age and the location of hydrants and valves must be shown. The final component of the General Plan is the Capital Improvement Plan. The Capital Improvement Plan must identify necessary system improvements for the 5-year and 20-year planning periods.



SCOPE OF SERVICE

Task 1 – Project Kick-Off Meeting and Obtain Background Information (OHM)

Under this task, OHM will initiate the project and obtain necessary information to proceed with the analysis. Specific work efforts include:

- ▼ Organize and attend a kick-off meeting with City staff to review project goals, objectives and project schedule
- ▼ Obtain necessary planning information to perform population projections and water demand calculations
- ▼ Obtain desired fire protection rates and zoning information
- ▼ Review current status of the water GIS and identify required updates
- ▼ Review and obtain up-to-date operating criteria (pumps, tank elevations, etc) to establish model hydraulic grade line settings

OHM Deliverables: Meeting Summary

Task 2 - Planning Data Assessment, Water Production and Consumption Analysis (CITY)

Under this task, the City will assemble, evaluate and analyze population, water demand and water system capacities to determine sufficiency of the water system to meet existing and future needs. The City will compile planning data that will be used in creation of water system demand projections. Existing, 5-year and 20-year demand projections will be made based on the anticipated water service area population. Average day water demands will be calculated based on actual water consumption records over the past three years. The maximum day demand will be based on the highest peak day demand over the past three years. Peak hour will be the highest use hour typically seen on the maximum day. We assume sufficient information exists that can be used in the demand calculations. Based on the existing average day, maximum day and peak hour rates, maximum day and peak hour peaking factors will be determined. These same peaking factors will be applied for the future demand conditions (5-year and 20-year).

Specific work efforts include:

- ▼ Compile and report all planning data as required by the provisions in Act 399. These items include the following:
 - a. Current, 5-year and 20-year population projections
 - b. Number of service connections
 - c. Number of Equivalent Residential Units (ERUs)
- ▼ Compile and report all water production and consumption data (present, 5-year and 20-year planning periods) as required by the provisions in Act 399. These items include the following:
 - a. Present and projected average daily demands
 - b. Present and projected maximum daily demands
 - c. Present and projected peak hourly demands
 - d. Present and projected fire flow demands
 - e. Basis for demand projections
 - f. Monthly and annual water production
 - g. Annual usage totals for each customer class as determined by the public water supply
- ▼ Determine if the system has adequate supply, treatment and/or storage capacity. Additional capacity to meet present or future system demand will be identified and recommended improvements will be included in the Capital Improvement Plan.



City Deliverables:

- Population projections for the three planning periods
- Water demand (average day, maximum day and peak hour) for the three planning periods
- Documentation of existing water system capacities

Task 3 - Operational Conditions Evaluation and Documentation (OHM)

It will be necessary to fully understand the operational settings of the water system. Pump curves, finished water and elevated storage tank operating elevations contribute to the modeled system pressures and available fire protection. It is important that these operating set points are properly input into the water system model.

Under this task, OHM Advisors will perform the following:

- ▼ Obtain and review storage tank elevations
- ▼ Obtain and review pump curves and discharge pressure

OHM Deliverables:

- Summary tables displaying operating set points

Task 4 – Hydraulic Modeling (OHM)

The hydraulic modeling task will consist of three sub-tasks: GIS Development, Water Model Development and Calibration, and Hydraulic Analysis.

Task 4a: GIS Development

OHM intends to build a hydraulic model from the new water GIS system created under this task and derived from the master CAD files provided by the City. We understand the information as provided by the City is lacking connectivity, pipe material, and age. This information in addition to the general locations and pipe size that was included in the submittal is vital information necessary for the hydraulic model. With the help of City staff, the GIS will be updated to include the water main size, material and age. Proper connectivity is essential to ensure accurate model results.

Specific work efforts include the following:

- ▼ Creation of a GIS Geodatabase in the ESRI Local Government Schema
- ▼ Attribute all features with the help of city staff or other sources, like historical imagery
- ▼ Create a geometric network, ensuring proper connectivity

OHM Deliverables:

- ESRI Local Government Schema Geodatabase containing the water utility dataset
- Water utility system map set



Task 4b: Water Model Development and Calibration (OHM)

The existing average day water demand, operating criteria and elevation data will be input into the water model to simulate pressures and available fire protection under current conditions. The model will then be calibrated based on hydrant flow test data provided by the City. OHM will provide suggested hydrants to be tested. It is expected between 15 and 20 hydrants will be flow tested by the City as part of the calibration process.

Water demand scenarios for the 5-year and 20-year planning periods will also be created under this task.

As part of the General Plan requirements, maps displaying the water service district boundaries for existing and future planning conditions will be provided along with a map displaying water main size, material and age. Hydrants and valves and other water system components will be added to the map provided they are readily available in the water GIS.

Specific work efforts include the following:

- Creation of a water hydraulic model from the City's CAD submittal
- Development of water demand scenarios for average day, maximum day and peak hour for existing, 5-year and 20-year planning periods
- Identification of hydrants to be flow tested by the City for model calibration (shown on a map)
- Model calibration

OHM Deliverables:

- Hydrant flow testing location map
- Calibrated water model
- Calibration documentation
- Water service district boundaries
- General Plan map showing water main, age, material, hydrants, valves, storage, treatment and wells

Task 4c – Hydraulic Analysis (OHM)

Once the water model has been calibrated, it will be used to determine anticipated system pressures during average day, maximum day and peak hour for existing conditions. Available fire protection during a maximum day demand period will also be shown.

Deficiencies in pressure or areas of fire protection concern will be identified for existing conditions. The model will also be run to assess system pressure and available fire protection for the 5-year and 20-year planning periods. Proposed water system improvements to fix existing pressure concerns (either too low or too high) and to improve desired fire protection will be initially based on existing conditions. Once the improvements are identified and agreed to with the City, the model will be updated to include those improvements and the 5-year and 20-year future water demand scenarios will be modeled. If other improvements are needed based on these future scenarios, they will be noted and presented to the City. Once all the needed system improvements have been identified and incorporated in the water model, the pressure maps and fire protection maps will be updated for the existing, 5-year and 20-year future projections, as required.



Specific work efforts include the following:

- ▼ Perform model analyses for average day, maximum day and peak hour demand scenarios for existing, 5-year and 20-year planning periods
- ▼ Perform fire protection model analyzes for existing, 5-year and 20-year planning periods
- ▼ Identification of capital improvements needed to address pressure or fire protection concerns for the three planning periods
- ▼ Creation of pressure and fire protection maps summarizing the model results

OHM Deliverables:

- Pressure contour maps for average day, maximum day and peak hour for existing, 5-year and 20-year planning periods
- Fire protection maps for existing, 5-year and 20-year planning periods (run on maximum day)
- List of recommended hydraulic capital improvements needed to address pressure or fire protection concerns
- Map showing proposed Capital Improvements
- Pressure contour and fire protection maps based on incorporating capital improvements (existing, 5-year and 20-year planning periods)

Task 5 - Water Shortage Response Plan for Emergencies (CITY)

The City will provide planning level analyses for alternatives in the event the existing well field is no longer viable due to reduction in pumping capacity or unusable do to contamination.

Specific work efforts include the following:

- ▼ Identify contingency for water supply in the event the existing well field is no long viable

City Deliverables:

- Section in the Water Reliability Study Report

Task 6 – Capital Improvement Plan Development (CITY)

The Capital Improvement Plan is expected to include a variety of recommended improvements such as upgrade of undersized water mains for desired fire protection, new water main to loop dead ends and potentially upgrades of the well supply, treatment or storage components. Once the improvements have been selected, the City will include an opinion of probable cost for those selected improvements and a suggested timeline for its construction.

Specific work efforts the City may want OHM to support:

- ▼ Meet with the City to review recommended system improvements
- ▼ Prepare opinion of probable cost for recommended system improvements
- ▼ Prepare timeframe for implementation of improvements



CITY Deliverables:

- Description of recommended improvement
- Cost opinion of recommended improvement
- Map showing location of recommended improvement and suggested timeline

Task 7 – Water Reliability Study Report (CITY)

The City will create a Water Reliability Study Report summarizing the findings of the analysis. The Capital Improvement Plan will be an appendix to the Water Reliability Study Report.

Specific work efforts include the following:

- ▼ Creation of Water Reliability Study Report incorporating sections, figures and data from previous tasks

City Deliverables:

- The Final Report

SCHEDULE

The project will begin within one week of authorization and will be completed by July 22, 2016 provided authorization is given by February 12, 2016.

COMPENSATION

The services outlined above will be performed on an hourly basis in accordance with the existing agreement for the not-to-exceed amount of thirty-six thousand five hundred fifty dollars (\$36,550). This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

Task 1 – Project Kick-Off Meeting and Obtain Background Information	\$ 2,300
Task 2 - CITY - Planning Data Assessment, Water Production and Consumption Analysis	
Task 3 - Operational Conditions Evaluation and Documentation	\$ 3,000
Task 4 – Hydraulic Modeling	\$31,250
Task 5 - CITY - Water Shortage Response Plan for Emergencies	
Task 6 – CITY - Capital Improvement Plan Development	
Task 7 – CITY - Water Reliability Study Report	
Total	<u>\$36,550</u>



FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- The City will support system information needs (material, age, and location).
- The City will provide all necessary water system demand data and operating criteria necessary for model analysis.
- The City will perform hydrant flow testing that will be used for model calibration

Should you find this agreement acceptable, please execute both copies and return one copy to us for our file. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,
OHM Advisors

Chuck Rolfe, P.E.
Senior Project Manager

Enclosure: *none*

cc: Greg Kacvinsky, OHM
 Vicki Putala, OHM
 File

**City of Owosso
Water Reliability Study and General Plan
Engineering Services**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____



City of Owosso

301 W. Main Street
Owosso, MI 48867
(989) 725-0572
www.ci.owosso.mi.us

Purchase Order

PO Number: 000041952

Issued Date: 03/08/2016
Expiration Date: 12/31/2016
Department: 553
Ordered By: GMChinavare
Requisition #: 61355
Council Approved Date: 02/16/2016

Vendor Info:

38232
ORCHARD HILTZ & MCCLIMENT INC
929 BRIDGEVIEW SOUTH
SAGINAW, MI 48604

Shipping Info:

CITY OF OWOSSO
CITY HALL
301 W MAIN ST
OWOSSO, MI 48867
Phone: (989) 725-0572

Description: WATER RELIABILITY STUDY AND GENERAL PLAN AS DIRECTED BY THE MICHIGAN DEPART OF ENVIRONMENTAL QUALITY.

Quantity	Unit of Measure	Items Description/Item Info	Unit Price	Extended Price
1.000		WATER RELIABILITY STUDY & GENERAL PL	\$36,550.000	\$36,550.00
		591-553-818.000	\$36,550.00	
Total:				\$36,550.00

TERMS AND CONDITIONS:

1. Documentation - Show our order number on all invoices, labels and shipping papers.
2. Invoice Address - Mail to City Hall, Attention: Accounts Payable
3. Sales and Use Tax - All sales are exempt
4. Purchase Order is VOID without proper insurance documentation on file with the City of Owosso for labor contracts.

For the City of Owosso

By: Richard C. McCliment

By: Donald D. Crawford



MEMORANDUM

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

DATE: August 31, 2016
TO: Mayor Frederick and the Owosso City Council
FROM: Glenn M. Chinavare, Utility Director
SUBJECT: Extension of Lease Agreement for Clarifier Screening Equipment - WWTP

RECOMMENDATION:

Authorization to amend the Agreement between the City of Owosso and Duperon Leasing & Sales of Saginaw, Michigan, for lease of one (1) clarifier screening equipment for up to six (6) months at the rate of \$1,815.00 per month.

BACKGROUND:

The current lease agreement expires September 30, 2016. The City is in the process of purchasing two (2) new screening units, one for each clarifier with delivery and installation expected near March of 2017. Duperon has agreed to extend the existing lease agreement at the current monthly rate of \$1,815.00.

FISCAL IMPACTS:

Funds are available in the FY2016/2017 Wastewater Treatment Operating Budget for lease of such equipment. This 9 month lease extension will total \$16,335.00, plus a deposit of \$1,815.00 for a total of \$18,150.00 chargeable to account 599-548-845.000.

Document originated by:

Glenn M. Chinavare, Utility Director

Attachments: Proposed Duperon Lease
Resolution

RESOLUTION NO.
AUTHORIZING AMENDMENT NO. 3 TO AN EXISTING
LEASE AGREEMENT WITH
DUPERON LEASING AND SALES, LLC
FOR SCREENING EQUIPMENT FOR THE WASTEWATER PLANT
AT \$1,815 PER MONTH FOR UP TO 6 MONTHS

WHEREAS, the City and Duperon Corporation entered a lease agreement dated September 10, 2013 for full scale demonstration of wastewater screening equipment, initially for 12 months and extended 12 months through September 30, 2015, and extended the lease agreement again through September 30, 2016, and

WHEREAS, Duperon Corporation has subsequently assigned the lease to Duperon Leasing and Sales, LLC, and

WHEREAS, both parties agree to an extension of the equipment lease on a month to month basis for up to an additional 6 months at a monthly rate of \$1,815 beginning October 1, 2016,

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to extend the lease for wastewater screening equipment from Duperon Leasing and Sales, LLC at \$1,815 per month for up to an additional 9 month lease term, plus a deposit in the amount of \$1,815.00.
- SECOND: The Mayor and City Clerk are hereby authorized to sign the attached document, Amendment No. 3 to Equipment Lease Agreement, between the City of Owosso and Duperon Leasing and Sales, LLC, extending the existing lease agreement for a third time, with all terms of the original contract unchanged, save the monthly rate and lease term.
- THIRD: The accounts payable department is authorized to submit the initial and subsequent monthly payments to Duperon Leasing and Sales, LLC pursuant to the agreement up to \$18,150.00.
- FOURTH: The above expenses shall be paid from the Wastewater Plant Fund.

AMENDMENT NO. 3 TO EQUIPMENT LEASE AGREEMENT

This amendment made the ____ day of September, 2016, is to extend and amend the September 10, 2013 Equipment Lease Agreement between the City of Owosso ("OWOSSO") and Duperon Leasing and Sales, LLC, 1200 Leon Scott Ct., Saginaw, MI 48601, as assigned by Duperon Corporation ("DUPERON"). The following paragraphs of the Lease Agreement are amended as follows. All other lease provisions continue without change.

1. Term. The initial 12 month lease term concluded September 30, 2014. The lease was extended another 12 months with Amendment No. 1 to September 30, 2015, with Amendment No. 2, the lease term continued on a month to month basis not to exceed 12 months or September 30, 2016. Amendment No. 3 will extend the lease term agreement on a month to month basis not to exceed 9 months ending June 30, 2017. City of OWOSSO shall provide 30 days notice of intent to terminate the lease and return the lease equipment.
2. Lease Payments. OWOSSO shall pay to DUPERON LEASING AND SALES, LLC rent for use of the Leased Equipment in the amount of \$1,815 per month beginning October 1, 2016. Rent shall be payable on a monthly basis and shall be due the 1st day of each month. Lease payments shall be made by OWOSSO to DUPERON LEASING AND SALES, LLC at DUPERON'S address as set forth above, unless otherwise designated in writing.
3. Security Deposit. The security deposit of \$1,815 will continue to be held. Any security deposit not applied to monthly lease payments shall be promptly returned to OWOSSO following return of the lease equipment in good order.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 3 to the September 10, 2013 Master Lease Agreement the day and year first written above.

DUPERON LEASING AND SALES, LLC

(Witness for Duperon)

By:
Its:

CITY OF OWOSSO

(Witness for Owosso)

By: Benjamin R. Frederick
Its: Mayor



MEMORANDUM

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

DATE: September 1, 2016

TO: Mayor Frederick and the Owosso City Council

FROM: Donald D. Crawford, city manager

SUBJECT: Resolution authorizing execution of a contract for services between the city of Owosso, Michigan and Deeann M. Biondi LLC for accounting and financial services

RECOMMENDATION:

Approve resolution.

BACKGROUND:

Our finance director is working a reduced schedule along with a pending retirement in the department. The workload is such that assistance is needed during the balance of the fiscal year when audit preparation is necessary followed by budget preparation.

FISCAL IMPACTS:

The financial impact will be approximately \$40,000 for the balance of the fiscal year. The amount will come from contractual services.

RESOLUTION NO.

**AUTHORIZING EXECUTION OF A CONTRACT FOR SERVICES
BETWEEN THE CITY OF OWOSSO, MICHIGAN AND DEEANN M BIONDI LLC
FOR ACCOUNTING AND FINANCIAL SERVICES**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that accounting and financial services are necessary for the proper functioning of the city; and

WHEREAS, Deeann M Biondi LLC provides such services which are covered in the attached agreement.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Deeann M Biondi LLC for providing accounting and financial services.

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

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE CITY OF OWOSSO AND DEEANN M. BIONDI LLC**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is between the City of Owosso, a Michigan municipal corporation, which has a principal place of business at 301 West Main Street, Owosso, Michigan 48867 (“City”) and Deeann M. Biondi LLC, a Michigan limited liability company which will has a principal place of business at 623 Fifth St, Owosso, Michigan 48867 (“Contractor”).

WHEREAS, the City and Contractor wish to enter into an independent contractor relationship pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement. This Agreement will become effective when signed by both parties; provided, however, that Contractor acknowledges and agrees that this Agreement is subject to and conditional upon approval by a majority vote of the city council pursuant to Section 14-01 of the city’s charter. This Agreement shall continue until terminated pursuant to Section 12 hereof.

2. Services to be Performed. Contractor agrees to provide the services of Deeann Biondi (“Biondi”) to the city in the areas of financial and accounting services. Contractor will establish its schedule for performing such services according to the direction of the city manager.

3. Independent Contractor Status. The parties agree that Contractor is an independent contractor, and that neither Contractor nor Contractor’s employees or contract personnel are, or shall be deemed to be, employees of the City. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- a. Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement, so long as they do not conflict with the duties that Contractor is performing for the City hereunder.
- b. The services required hereunder must be performed to the satisfaction of the city manager; provided, however, that the means, manner, and method by which the services will be performed will be determined by Contractor.
- c. The services required by this Agreement shall be performed by Contractor, or Contractor’s employees or contract personnel, and the City shall not hire, supervise, or pay any assistants to help Contractor.
- e. Neither Contractor nor Contractor’s employees or contract personnel shall receive any basic training from City in the professional skills necessary to perform the services required by this Agreement.
- f. Neither Contractor nor Contractor’s employees or contract personnel shall be required by City to devote full time to the performance of the services required by this Agreement.

The parties acknowledge and agree that City is entering into this Agreement with reliance on the representations made by the Contractor concerning its independent contractor status.

3. Payment. In consideration for all of the services to be performed by Contractor beginning September 9, 2016, the City agrees to pay Contractor the total sum of \$25.00 per hour. The City will not:

- a. withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
- b. make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.
- c. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. On demand, Contractor shall provide the City with proof that such payments have been made.

4. Expenses, Materials, Services and Benefits. The City will provide Contractor with work space, office supplies, and such other services that the City determines are necessary for Deeann M. Biondi to perform the services required hereunder. The City also will provide Contractor with coverage for Deeann M. Biondi under the City's workers' disability compensation and general liability insurance policies, as they may exist from time to time. Other than the foregoing, Contractor shall be responsible for all other expenses relating to providing the services required under this Agreement and shall furnish all materials, equipment and supplies used to provide such services, including compensation paid and benefits provided to Contractor's employees, license fees, memberships and dues, uniforms and meals. Contractor will not be entitled to reimbursement of out-of-pocket expenses relating to the services required under this Agreement unless reimbursement is approved in writing by the City in advance.

5. Permits and Licenses. Contractor represents that Contractor and Biondi have complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

6. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

7. Unemployment Compensation. The City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the City under this Agreement.

8. Entire Agreement. This is the entire Agreement between Contractor and City. This Agreement may be modified only by a writing signed by both parties.

9. Applicable Law. This Agreement will be governed by the laws of the State of Michigan (but any provision of Michigan law shall not apply if the application of such provision would result in the application of the law of a state or jurisdiction other than Michigan).

10. Assignment and Delegation. Contractor may not assign or subcontract any rights or obligations under this Agreement without the City's prior written approval. Contractor may not designate anyone other than Deeann M. Biondi to perform the services required hereunder without the City's prior written consent.

11. No Partnership. This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on the City's behalf.

12. Termination. This Agreement may be terminated by either party for any reason, with or without cause, upon fourteen (14) days advance written notice. Upon termination, Contractor will return all materials and equipment provided by the City under this Agreement.

13. Compliance with Other Agreements. Contractor represents and warrants that the execution of this Agreement by it and its performance of its obligations hereunder will not conflict with, result in the breach of any provision of or the termination of or constitute a default under any agreement to which Contractor is a party or by which Contractor is or may be bound.

14. Nondiscrimination. The parties agree that this Agreement will not be interpreted or enforced in a manner which discriminates based on race, color, creed, religion, sex, age, national origin or disability.

15. Choice of Law. This contract shall be construed, governed, and enforced according to the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF OWOSSO

DEEANN M. BIONDI LLC

Benjamin R. Frederick, mayor
Date: _____

Deeann M. Biondi
Dated: _____

ATTEST:

Amy K. Kirkland, city clerk
Date: _____

09-01/2016



MEMORANDUM

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

DATE: September 1, 2016

TO: Mayor Frederick and the Owosso City Council

FROM: Donald D. Crawford, city manager

SUBJECT: Resolution authorizing execution of a contract for services between the city of Owosso, Michigan and Lis Art Conservation and Restoration Services LLC for restoration of 14 paintings

RECOMMENDATION:

Approve resolution.

BACKGROUND:

The city owns 14 paintings that are part of the Curwood collection in the Curwood Castle. Two years ago when appraised for insurance purposes the city was informed that the collection was losing value because of neglect. It was recommended that the city move quickly in finding someone to restore the paintings. Because of the nature of artwork, periodic restoration is necessary, followed by adhering to good conservation practices.

Based upon examination by several individuals familiar with art we were directed to Lis Art Conservation and Restoration Services LLC located in Novi. This firm has an excellent reputation and does work throughout the country. The decision was made to begin the restoration process with one or two paintings at a time.

FISCAL IMPACTS:

The financial impact will be approximately \$34,000-\$40,000. The amount will come from the fund balance/contingencies.

RESOLUTION NO.

**AUTHORIZING EXECUTION OF A CONTRACT FOR SERVICES
BETWEEN THE CITY OF OWOSSO, MICHIGAN
AND LIS ART CONSERVATION & RESTORATION SERVICES, LLC**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, is owner of 14 works of art that are in need of restoration to preserve their value; and

WHEREAS, the city of Owosso has determined that restoration services are necessary for the preservation of these artworks; and

WHEREAS, the Lis Art Conservation & Restorations Services, LLC provides such services which are covered in the attached agreement.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Lis Art Conservation & Restoration Services, LLC for restoring the 14 pieces of artwork.
- SECOND: The mayor and the city clerk of the city of Owosso are instructed and authorized to sign the document substantially in the form attached.
- THIRD: The accounts payable department is authorized to pay Lis Art Conservation & Restorations Services, LLC up to \$34,500.00 upon presentation of a purchase order from the city manager for each individual painting.

Contract for Services Between

The City of Owosso

and

Lis Art Conservation & Restoration Services, LLC

THIS AGREEMENT is made on September , 2016 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and Lis Art Conservation & Restoration Services, LLC ("contractor"), a Michigan Limited Liability Company, whose address is 32427 Schoolcraft Road, Livonia, Michigan 48150.

Based upon the mutual promises below, the contractor and the city agree as follows:

ARTICLE I - Scope of work

The contractor agrees to provide the services listed in the proposal entitled "Treatment Proposals and Costs for the City of Owosso" LACRS#: 2016/32 dated August 1, 2016, as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract.

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as each painting is restored over a period of months, with a purchase order issued and signed by the City of Owosso city manager for each item following a complete assessment with actual treatment cost determined. No additional work shall be performed unless the city issues a change order.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

ARTICLE III – Assignment

This contract may not be assigned or subcontracted without the written consent of the city.

ARTICLE IV - Choice of law

This contract shall be construed, governed, and enforced according to the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE V - Relationship of the parties

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor. Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract.

ARTICLE VI – Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

For the city of Owosso: City Clerk
City of Owosso
301 West Main Street
Owosso, Michigan 48867

For Lis Art Conservation & Restoration Services LLC:
Jennifer Lis
Lis Art Conservation & Restoration Services LLC
32427 Schoolcraft Road
Livonia, Michigan 48150

ARTICLE VII - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence. City shall be responsible for delivering each painting to contractor and picking up from Contractor at 40100 Grand River Avenue - Building D, Novi, Michigan 48375 unless directed by Contractor to deliver to another location where Contractor will take possession from time of delivery until release to City.

ARTICLE VIII - Termination

This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the City may terminate this agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and the Contractor is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the City terminates as a result of the Contractor's default, any payment due the Contractor at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the Contractor's default. If the Contractor terminates as a result of the City's default or the City terminates for cause, the Contractor shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the Contractor shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the City all artwork and appropriate documents prepared under the contract, whether completed or in process.

ARTICLE VIII - Entire agreement

This contract represents the entire understanding between the city and the contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has

relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR LIS ART CONSERVATION &
RESTORATION SERVICES, LLC

THE CITY OF OWOSSO

By: _____
Jennifer Lis

By: _____
Its: Benjamin R. Frederick, Mayor

Its: _____

Date: _____

Date: _____

By: _____
Its: Amy K. Kirkland, City Clerk

Date: _____

09-01-2016

Treatment Proposals and Costs for the City of Owosso

Date: 08/01/16

LACRS#: 2016/32

Artist: (?) Johnson
Title: *Native American Posing for Photograph*
Medium: oil on canvas
Dimensions: 30" W 21"H



Description

It appears to be oil on heavyweight linen. There is a light grey colored ground layer. The auxiliary support is a stretcher.

The painting is signed and dated in the lower left corner.

Condition

The painting is in poor condition. The canvas is loose. There is a very heavy layer of surface grime. The varnish is uneven, and it has discolored.

The paint is actively flaking in many areas including the left side of the painting, Indian's shirt and the peach colored sand. Previously, someone tried to touch in the areas of loss.

There is a dark colored stain approximately 4" below the top tacking margin. It is 16" long and ranges from 1/8" – 1/4" width. The cause of the stain is unknown. To the right of the Indian's poncho, there is a 1/2" puncture.

There is mold of the right stretcher bar.



Active flaking, paint loss



Cleaning test results

RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Consolidate flaking paint
4. Humidification treatment
5. Line to a new support material
6. Re-stretch
7. Surface clean
8. Varnish removal
9. Fill areas of loss
10. Inpaint
11. Varnish
12. Add backing board
13. Re-frame with appropriate hardware

Treatment cost: \$4,800.00



Small puncture



Paint loss

Artist: n/a
Title: *Gazing at a Fountain*
Medium: oil on canvas
Dimensions: 26" W 31"H

Description

It appears to be oil on linen. Not able to examine the verso of the canvas because of a backing board. The paint was thickly applied. The depth of the visible brushstrokes varies. There is some impasto.

There is a surface coating.

Condition

The painting is in fair condition. The canvas is slightly loose. There is layer of surface grime. The grime is deeply imbedded in the crevices of the brushstrokes. The varnish has darkened and discolored.

The painting has previously been touched up. There are at least five areas of paint loss covered over. There is a crack in the young man's jacket.

RECOMMENDED TREATMENT

Cleaning test result

1. Before and after photography
2. Condition report
3. Consolidate
4. Dry clean verso
5. Surface clean
6. Varnish and overpaint removal
7. Fill
8. Inpaint and tone cracks
9. Varnish
10. Replace backing board
11. Re-frame with appropriate hardware



Treatment cost: \$2,500.00

Artist: not legible
Title: *Man Hiding from a Wolf*
Medium: oil on canvas
Dimensions: 20 ½" W 29"H

Description

It appears to be oil on linen. There is a backing board preventing examination of the verso. There is a light grey ground layer. There is some impasto.

There is a surface coating.

Condition

The painting is in very poor condition. The canvas is loose. There is an extremely heavy layer of surface grime. The varnish has darkened and discolored.

Paint is actively flaking. The painting was previously treated. There is an extensive amount of overpaint, especially the bottom quarter. It appears the original was overpainted in an attempt to stop the paint from flaking. The person was careful to avoid overpainting the signature.

RECOMMENDED TREATMENT

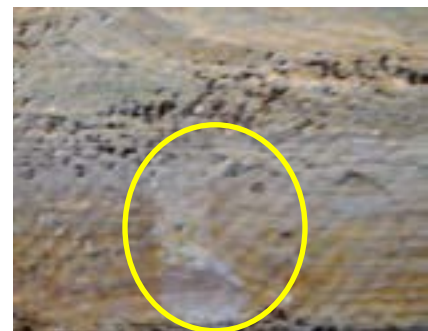
Light gray paint is not original

1. Before and after photography
2. Condition report
3. Consolidate
4. Dry clean verso
5. Surface clean
6. Varnish and overpaint removal
7. Inpaint and tone cracks
8. Varnish
9. Replace backing board
10. Re-frame with appropriate hardware

Treatment cost: \$4,000.00



Areas where paint is raised, paint has separated from ground layer. Without stabilization, paint will continue to flake off.



Cleaning test results

Artist: Gayle Tartar Hoskins
Title: *Hunter and the Wolf*
Medium: oil on canvas
Dimensions: 19 ½" W 30 ½"H

Description

It appears to be oil on linen. Not able to examine the verso of the canvas because of a backing board. The paint was thickly applied. The depth of the visible brushstrokes varies. There is some impasto. In the bottom right corner, the artist wrote "Gayle Tartar Hoskins/with best wishes to James Oliver Curwood/July 14 1911."

There is a surface coating. It does not appear to be a natural resin varnish.

Condition

The painting is in good condition. The canvas is taut. There is a layer of surface grime. The surface coating has discolored. To the right (from viewer's perspective) of the hunter's right hand, there is a 6" x 6" area of active cracking.

It appears the painting was cleaned before.

RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Consolidate
4. Dry clean verso
5. Surface clean
6. Varnish removal
7. Tone cracks
8. Varnish
9. Replace backing board
10. Re-frame with appropriate hardware

Treatment cost: \$1,550.00



Cleaning test results

Artist: initials' FES
Title: *Pot Bellied Man*
Medium: oil on canvas
Dimensions: 14" W 23 ½"H



Description

It appears to be oil on heavyweight linen. Below his feet, the artist signed what appears to be his initials. On the verso of the canvas, "Damar/1983" is handwritten.

There is a surface coating. It does not appear to be a natural resin varnish.

Condition

The painting is in good condition. The canvas is taut. There is a layer of surface grime. The surface coating has discolored.

RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Dry clean verso
4. Surface clean
5. Varnish
6. Replace backing board
7. Re-frame with appropriate hardware

Treatment cost: \$700.00

Artist: Frank Hoffman
Title: *Bear Fishing Amongst Lily Pads*
Medium: oil on canvas
Dimensions: 40" W 30"H

Description

It appears to be oil on heavyweight linen. There is a backing board. It is signed "Frank Hoffmann" in the lower left corner.

There is a surface coating.

Condition

The painting is in fair condition. The canvas is taut. There is a heavy layer of surface grime. The surface coating has discolored.

There is a ½" puncture in the shadow of the left branch. There are diagonal cracks throughout the painting. Many are unstable. There is a 6" mechanical crack under the bear's paw. The crack was caused from a hit to the surface.

RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Consolidate cracks
4. Humidification treatment with heat to reduce visibility of cracks
5. Repair puncture
6. Surface clean
7. Varnish removal
8. Tone cracks
9. Varnish
10. Replace backing board
11. Re-frame with appropriate hardware

Treatment cost: \$4,200.00



Cleaning test results



Unstable cracks

Note: Was not able to examine the back of the painting. There is a substantial amount of cracking which may require a different treatment after further assessment.

Artist: n/a
Title: *Four Gents*
Medium: oil on canvas
Dimensions: 22 ½" W 32" H

Description

It appears to be oil on linen. There is a backing board preventing examination of the verso. There is a surface coating.

Condition

The painting is in fair condition. The canvas is loose. There is a heavy layer of surface grime. The surface coating has yellowed and darkened. The grime is deeply imbedded in the impasto.

There are draws in the top right and left corners. In the lower right corner, a stretcher key is wedged between the canvas and stretcher bar causing a deformation. In the bottom left corner, there is a 1" loss. There is a 1" protrusion to the right of the cowboy's elbow.



Cleaning test results

RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Humidify protruded canvas
4. Remove draws
5. Dry clean verso
6. Surface clean
7. Remove varnish
8. Fill losses
9. Inpaint
10. Varnish
11. Replace backing board
12. Re-frame with appropriate hardware

Treatment cost: \$1,800.00

Artist: Frank Hoffman
Title: *Moose Tussle*
Medium: oil on canvas
Dimensions: 40" W 30"H

Description

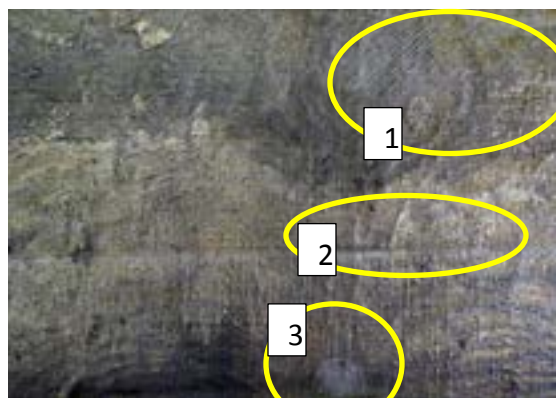
It appears to be oil on heavyweight linen. There is a backing board. It is signed "Frank Hoffman" in the lower left corner. The verso was not visible because there is a backing board.

There is a surface coating.

Condition

The painting is in fair condition. The canvas is loose. There are four stretcher bar marks from the canvas resting on the stretcher. There is a heavy layer of surface grime. The surface coating has yellowed and darkened. It was unevenly applied.

There are cracks throughout the painting. They appear to be stable.



1. Discolored splotches of varnish
2. Stretcher bar marks
3. Cleaning test results

RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Consolidate cracks
4. Dry clean verso
5. Surface clean
6. Varnish removal
7. Tone cracks
8. Varnish
9. Replace backing board
10. Re-frame with appropriate hardware

Treatment cost: \$2,500.00

Artist: n/a
Title: *Man in a Boat*
Medium: oil on canvas
Dimensions: " W "H

Description

It appears to be oil on heavyweight linen. The verso was not visible because there is a backing board.

There is a surface coating.

Condition

The painting is in very poor condition. The canvas is loose. There are four stretcher bar marks from the canvas resting on the stretcher. There is a heavy layer of surface grime. The surface coating has substantially yellowed and darkened. When viewed straight on, the image is barely visible.

There are unstable cracks throughout the painting. Some paint loss has already occurred.



Cleaning test results



RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Consolidate cracks
4. Remove from stretcher
5. Humidification treatment
6. Dry clean verso
7. Line to auxiliary support
8. Re-stretch
9. Surface clean
10. Varnish removal
11. Tone cracks
12. Varnish
13. Replace backing board
14. Re-frame with appropriate hardware

Treatment cost: \$6,750.00

Artist: n/a
Title: *Campfire*
Medium: oil on canvas
Dimensions: 40" W 32"H

Description

It appears to be oil on linen. There is a grey colored ground layer. The linen is attached to a four member stretcher.



There is a surface coating.

Condition

The painting is in poor condition. The canvas is loose. There is a very heavy layer of surface grime. The surface coating has drastically discolored and darkened. There is a draw in the upper left corner of the canvas.

There are scattered drops of grey paint multiple places of the paint surface. More than likely, they splashed on the surface when the walls were painted. The canvas is distorted in several areas. There is active cracking along the bottom edge and right edge. Below is a list of specifically located damage:

<u>Location</u>	<u>Description</u>
(3 ½", 6 ¾")	2" vertical tear
(4 ½", 10")	½" indentation
(5 ¼", 30")	paint loss
(8 ¼", 26 ½")	paint loss, vertical tear
(34 ¼", 30")	corner ½" vertical and 1 ½" horizontal tears



There was a surface cleaning test (see yellow circle above). The varnish and grime have crosslinked. They could not be removed with any standard detergent/solvent. It will be completed in 2-3 cleanings with a combination of complex gels.

Initial_____

RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Consolidate flaking/unstable paint
4. Repair tears
5. Dry clean verso
6. Surface clean
7. Varnish removal
8. Tone cracks
9. Fill
10. Inpaint
11. Varnish
12. Replace backing board
13. Re-frame with appropriate hardware

Treatment cost: \$3,200.00

Artist: n/a
Title: *War Zone Hospital*
Medium: oil on canvas
Dimensions: 40" W 30"H



Description

It appears to be oil on heavyweight linen. There is a backing board preventing examination of the verso. The brushstrokes are pronounced, and there is a substantial amount of impasto.

There is a surface coating.



Deeply embedded grime/varnish

Condition

The painting is in fair condition. The canvas is loose, and there are stretcher bar marks. There is a heavy layer of surface grime. The grime is deeply embedded in the brushstrokes. The surface coating has substantially discolored.



Cracks a splotches of varnish

There are multiple unstable cracks. Some of the paint is tenting. There are three + large areas (1" >) the paint has separated from the ground. It has started to flake off.



Initial _____

Cleaning test results

RECOMMENDED TREATMENT

1. Before and after photography
2. Condition report
3. Consolidation of unstable cracks and flaking paint
4. Humidification treatment to remove distortions
5. Dry clean verso
6. Surface clean
7. Varnish removal
8. Tone cracks
9. Fill
10. Inpaint
11. Varnish
12. Replace backing board
13. Re-frame with appropriate hardware

Treatment cost: \$2,500.00

The estimate ranges are based only on visual examination. A complete assessment will include: testing, viewing under ultraviolet and infrared lighting and studying under magnification. Treatment plans may change after a complete valuation.

Treatment cost: \$ 34,500.00

The costs quoted in this *Proposal for Treatment* are as accurate as possible based on examination and testing. If unforeseen circumstances cause the costs in this proposal to exceed the quote, you will be notified.

Accepted payment forms: Check, PayPal (jlis78@aol.com), Cash

Invoice must be paid in full before objects are released.
Quote is good for 90 days.



MEMORANDUM

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

DATE: September 1, 2016

TO: Mayor Frederick and the Owosso City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: Repair of Transformer - WWTP West Side Unit

RECOMMENDATION:

Authorization to waive competitive bidding requirements, issue a purchase order for electrical repair services, and make payment to Halligan Electric, Inc. of Flint, Michigan in an amount not to exceed \$20,650.00.

BACKGROUND:

The WWTP has dual sources of electrical power from Consumers Energy, which is provided by two transformers owned by the city. These transformers are original installs from about 1980.

The east side transformer was repaired in 2013 by Halligan Electric, Inc. at a total cost of \$44,902.00.

The west side transformer was recently identified as having a weak bus bar (conduit for delivering power from the transformer to the plant switch gear and master control center panel) during a routine inspection. This deteriorated bus bar is essentially the same issue as that experienced on the east side transformer in 2013, and due to their familiarity with the equipment and the problem Halligan Electric, Inc. was contacted to perform the temporary fix. These services were recently approved by city council on August 15, 2016 in the amount of \$6,248.25.

After the emergency repair was completed engineering consultants C2ae reviewed the extent of the necessary repairs and provided recommendations for alternative repairs. This will result in repairing the West Side Bus Bar to a 1600 amp rated aluminum busway versus the existing 2500 amp copper busway, an approximate 30% savings. Once again, due to their direct knowledge of our equipment and the nature of the repair Halligan Electric, Inc. has been contacted to make the recommended changes, and a waiver of the competitive bidding requirements is requested.

FISCAL IMPACTS:

Material and labor expense as quoted in the amount of \$18,650.00 plus contingency in the amount of \$2,000.00 for a total amount of \$20,650.00 will be provided from the FY2016-2017 operating budget fund 599-548-833.000.

Document originated by: Glenn M. Chinavare, Utility Director

Attachments: (1) Resolution
(2) Halligan Electric Proposal

RESOLUTION NO.
AUTHORIZING A CONTRACT WITH
HALLIGAN ELECTRIC, INC.
FOR REPAIRS TO THE WEST SIDE TRANSFORMER
AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted funding in the Wastewater Treatment Plant Operating and Maintenance Fund for the maintenance and repair of site electrical infrastructure, and

WHEREAS, the existing west side transformer has experienced deteriorated components well into its service life and requires permanent repairs, and Halligan Electric, Inc., who previously provided temporary emergency repairs to the transformer busway, has provided a proposal for performing final and permanent repairs to the transformer in the amount \$20,650.00, and

WHEREAS, the City Utilities Director has reviewed the proposal for services, and agrees with the scope of services provided by Halligan Electrical, and recommends waiver of the purchasing policy competitive bidding requirements based on the firm's direct knowledge of the equipment and the nature of the exact problem at hand.

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 issue a purchase order for material and labor services with Halligan Electric, Inc. for busway repairs to the west side transformer located at the Wastewater Treatment Plant.
- SECOND: The accounts payable department is authorized to submit payment to Halligan Electric, Inc. an amount not to exceed \$20,650.00 upon satisfactory completion of the work.
- THIRD: The above expenses shall be paid from account no. 599-548-833.000.



PROPOSAL

DATE: August 24, 2016
TO: City of Owosso
ATTN: Tim
RE: Replace 2500A Bus at the WWTP

We are pleased to quote the following electrical work at the facility mentioned above.

- Provide and install new conduit and aluminum feeder cables to refeed the existing switchboard from the pad mount transformer located outside as shown on the drawing prepared by C2AE dated 8/22/16.
- New conduit and wire will reduce the ampacity to 1600A as designed by C2AE.

Our Price: **\$18,650.00**

Exclusions:

- Removal of the existing busway. This work is already completed and billed.

Thank you for considering Halligan Electric, Inc.


James J. Halligan
General Manager



OWOSSO PUBLIC SAFETY

202 S. Water St. Owosso, MI 48867 Phone (989) 725-0580 Fax (989) 725-0528

Memorandum

TO: City Council

Date: 8-3-16

FROM: Kevin Lenkart Chief of Public Safety

In Re: Bid Award
Towing Services

Background:

In May 2016, all County Police agencies were notified by Shiawassee County Central Dispatch that they would need to select a preferred wrecker for no preference towing services. Previously Central Dispatch would select a no preference towing service.

A RFP was submitted to area towing companies requesting prices for no preference towing services. Bids were submitted and reviewed in July 2016. Two towing companies based in the City of Owosso submitted the lowest responsible bids based on the prices submitted for the various towing fees; Dicks Auto Service and Reeves Wheel Alignment.

Staff recommends that the towing bid be awarded to both companies (Dicks Auto Service and Reeves Wheel Alignment) on a rotating basis. The Owosso Police Department (OPD) tows on average less than ten vehicles each month. OPD staff would alternate between the two companies (Dicks Auto Service & Reeves Wheel Alignment) on a rotating basis allowing equal opportunity to both companies to provide towing services.

RESOLUTION NO.

**AUTHORIZING A PREFERRED PROVIDER CONTRACT
FOR NO-PREFERENCE TOWING SERVICES
TO RICHARD MAURER D/B/A DICK'S AUTO SERVICE AND REEVES WHEEL ALIGNMENT, INC.
FOR THE PERIOD EXPIRING JUNE 30, 2019**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Public Safety Department that in the normal course of business requires wrecker services; and

WHEREAS, Shiawassee County Central Dispatch notified all police agencies in Shiawassee County of the need to specify a towing service that will provide service in any situation in which no preferred service is requested by the vehicle owner(s) or officers involved; and

WHEREAS, the City of Owosso requested bids and it is hereby determined that Richard Maurer d/ba/ Dicks Auto Service and Reeves Wheel Alignment, Inc. are both qualified to provide such services and have submitted the responsible and responsive bids; and

WHEREAS, staff recommends awarding service calls on a rotating basis allowing equal opportunity for both companies to provide towing services.

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 award a Preferred Service Provider Contract for No-Preference Towing Services to Richard Maurer d/b/a Dick's Auto Service and Reeves Wheel Alignment, Inc. on an equally shared basis.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Richard Maurer d/b/a Dick's Auto Service and Reeves Wheel Alignment, Inc..
- THIRD: Charges for said services will be directed to the owner(s) of any vehicle towed.

PREFERRED PROVIDER CONTRACT

THIS AGREEMENT made on September 6, 2016, between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and RICHARD MAURER D/BA/ DICKS AUTO SERVICE, a Michigan company, whose address is 605 S. Washington Street, Owosso, Michigan 48867 ("contractor 1"), and REEVES WHEEL ALIGNMENT, INC., a Michigan company, whose address is 206 S. Water Street, Owosso, Michigan 48867 ("contractor 2") (collectively "contractors").

WHEREAS, the City of Owosso provides emergency services which occasionally requires towing services; and

WHEREAS, Shiawassee County Central Dispatch has requested each jurisdiction in the county select a preferred wrecker service for no-preference towing services; and

WHEREAS, the City of Owosso requested bids from area towing companies and selected the two lowest bidders to share the preferred service provider contract.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Parties.** RICHARD MAURER D/BA/ DICKS AUTO SERVICE and REEVES WHEEL ALIGNMENT, INC. will be the preferred providers for no-preference towing service calls handled by the City of Owosso Department of Public Safety.
2. **Individuality.** Each party to this contract will be independent of the other and the terms of this contract shall apply to each party individually.
3. **Scope of work.** The contractors agree to provide the services listed in the proposal entitled "Three Year Vehicle Towing Services", as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

Contract and exhibits
Bid Documents
Bid Proposals

4. **Exclusivity.** The duty to provide wrecker services shall not be exclusive to the contractors.
5. **Term.** The term of this Agreement shall be three (3) years from July 1, 2016 as stated in the Bid Documents entitled "Three Year Vehicle Towing Services".
6. **Termination.** The City of Owosso reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. The City of Owosso reserves the right to re-award the contract to the second most qualified quote, re-quote the contract or take any action that is deemed to be in its best interest.
7. **Insurance.** The contractors shall secure and maintain all necessary insurance coverage for the duties contemplated herein, and shall provide proof of coverage upon request.
8. **Assignment.** This contract may not be assigned or subcontracted without the written consent of the city.
9. **Choice of law.** This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

10. **Relationship of the parties.** The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractors are independent contractors performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractors.

Contractors certify that they have no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractors certify that they are not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

11. **Indemnification.** To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractors shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractors or anyone acting on the contractors' behalf under this contract. Contractors shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

12. **Entire agreement.** This contract represents the entire understanding between the city and the contractors and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractors.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

For the contractors:

For the city:

RICHARD MAURER D/BA/ DICKS AUTO SERVICE

CITY OF OWOSSO

By: _____
Name: _____
Title: _____

By: _____
Benjamin R. Frederick
Mayor

REEVES WHEEL ALIGNMENT, INC.

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Amy K. Kirkland
City Clerk

**BID DOCUMENTS
FOR
THREE YEAR VEHICLE TOWING SERVICES**



**CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867**

May 27, 2016

NOTICE TO BIDDERS

THREE YEAR VEHICLE TOWING SERVICES FOR THE CITY OF OWOSSO, MICHIGAN

Sealed bid proposals will be received by the city of Owosso for **THREE YEAR VEHICLE TOWING SERVICES** and should be addressed to: Bid Coordinator, City of Owosso, 301 W. Main, Owosso, Michigan 48867. Sealed bids will be accepted until 3:00 p.m. Tuesday, June 14, 2016 for the **THREE YEAR VEHICLE TOWING SERVICES** bid at which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted: **THREE YEAR VEHICLE TOWING SERVICES**.

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, or via FAX at 989-725-0529 or by e-mail to kevin.lenkart@ci.owosso.mi.us,

INSTRUCTIONS TO BIDDERS

1. Bidders are requested to use the Vendor Proposal form furnished by the city when submitting proposals. Bid responses must be in a **sealed** envelope/container when submitted and clearly marked on the outside indicating the name of the bid.
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. Proposals should be mailed or delivered to the Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
6. Special conditions included in this invitation shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
7. Insurance Coverage – the winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
8. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
9. **The following items must be included with the bid response:**
 - a. **Vendor Proposal**
 - b. **Local Preference Affidavit**
 - c. **W-9 Request for Taxpayer ID No. and Certification**
 - d. **Signature Page & Legal Status w/Acknowledgement of Addendum(s)**
 - e. **Insurance Endorsement**

BID Proposal

THREE YEAR VEHICLE TOWING SERVICES

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, they are to be listed under "other services/items offered."

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to THREE YEAR VEHICLE TOWING SERVICES from July 1, 2016 through June 30, 2019 listed below at the following prices to wit:

TOWING SERVICE *WITHIN* THE OWOSSO AREA (City of Owosso, City of Corunna, Owosso Charter Township and Caledonia Charter Township):

Item	Description	Unit	Unit Price 7-1-16 to 6-30-17	Unit Price 7-1-17 to 6-30-18	Unit Price 7-1-18 to 6-30-19
1	Light Trucks/Cars/Vans	EA			
2	Mileage Charge (if applicable)	EA			
3	Hourly Charge (if applicable)	EA			
4	Flat Bed Charge (if applicable)	EA			
5	Winch Charge (if applicable)	EA			

Bidder's Initial _____

REMARKS:

TOWING SERVICE *OUTSIDE* THE OWOSSO AREA:

Item	Description	Unit	Unit Price 7-1-16 to 6-30-17	Unit Price 7-1-17 to 6-30-18	Unit Price 7-1-18 to 6-30-19
1	Light Trucks/Cars/Vans	EA			
2	Mileage Charge (if applicable)	EA			
3	Hourly Charge (if applicable)	EA			
4	Flat Bed charge (if applicable)	EA			
5	Winch Charge (if applicable)	EA			

Bidder's Initial _____

REMARKS:

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

On behalf of _____, I hereby submit this proposal for 3 YEAR
VEHICLE TOWING SERVICES for your consideration. The undersigned acknowledges that
this proposal is subject to the General Conditions and the General Specifications included in the
contract documents. In submitting this proposal, it is understood that the right is reserved by the
CITY to reject any and all proposals, and waive any irregularities in the bidding process. The
CITY may award this contract based on any combination of the total bid and/or alternates.

Dated and signed at _____ State of _____

This _____ day of _____, 20____.

Bidder

Witness:

By/s/

Business Address

Signature

Title

Telephone Number

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.

BIDDER'S INITIALS

W-9 LEGAL STATUS & TAX ID FORM INSTRUCTIONS

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for more information on filling out the W-9 form.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

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

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

THREE YEAR VEHICLE TOWING SERVICES

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities

and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. Proof of Insurance Coverage: The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

GENERAL SPECIFICATIONS

The City wishes to establish a contract with the selected vendor for towing service on an as needed basis. Services could include towing inside and outside the city limits. Vehicles included are as follows:

- Light Trucks, Cars and Vans
- Heavy Duty Trucks including Dump, Sewer Vactor and Fire Apparatus

The successful vendor must provide the City with priority service and is expected to respond to a towing need within one hour of the initial call.

The successful bidder must be readily available to carry out terms of the contract, have available equipment, and the experience to perform the project properly. Failure to comply with the standards specified by the City constitutes a breach of the contract.

Vendor shall obtain and maintain, at its own expense, all licenses, endorsements and approvals required by Federal, State, or local laws necessary to operate the vehicles or equipment and perform the work required by this solicitation. Personnel utilized by the Vendor shall have all licenses and endorsements required by Federal, State, or local laws necessary to operate the vehicles and equipment utilized in the performance of this agreement.

The vendor shall have tow trucks adequate for towing vehicles, each of which shall include, but not be limited to: dollies, jack-stands, slings, snatch blocks, chains, cables, fire extinguishers, flares, reflectors, flags, brooms and shovels, lights, warning devices, special markings, boom(s) and equipment needed for special handling, which shall conform with the standards, requirements and regulations mandated by Federal, State, County and City agencies and as outlined in these specifications. All such equipment shall be maintained in good working order to safely perform the service required by the Agreement.

The Contractor agrees to clean up all accident debris, including, but not limited to, vehicle coolant, oil, transmission fluid, as described in MCLA 324.8902, from the street upon response to the accident scene, whether or not towing a vehicle. The cleanup will be deemed complete when inspected and approved by a City official in charge of the scene.

Contractor must designate the location of their storage lot and any/all charges must be detailed in the bid.

Contractor shall not be permitted to assign or transfer this contract to another party, company, partnership, or corporation or sublet any part of the work embraced by it without specific consent and approval in writing from the City of Owosso.

The City of Owosso reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. The City of Owosso reserves the right to re-award the contract to the second most qualified quote, re-quote the contract or do whatever is deemed to be in its best interest.



MEMORANDUM

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

DATE: September 6, 2016
TO: City Council
FROM: Mark Sedlak, Director of Public Services
SUBJECT: Contract Award for 2016 Street Patches Program

RECOMMENDATION:

I recommend City Council award Eastern Asphalt Company Inc., the only bidder, the 2016 Street Patches Program contract in the amount of \$142,068.12 and approve payment up to the contract amount.

BACKGROUND:

On August 23, 2016, the city received bids from interested contractors for its 2016 Street Patches Program. This annual program involves making street repairs required from broken water mains, asphaltting street surfaces where gas line repairs have been made, as well as repair of bad areas of pavement caused by weak sub-base in a street with generally good pavement.

FISCAL IMPACTS:

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

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE 2016 STREET PATCHES PROGRAM
WITH EASTERN ASPHALT COMPANY, INC.**

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

WHEREAS, the city of Owosso sought bids to permanently patch said areas; a bid was received from Eastern Asphalt Company, Inc. and it is hereby determined that Eastern Asphalt Company, Inc. is qualified to provide such services and that it has submitted the only bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Eastern Asphalt Company, Inc. for pavement patching as part of the 2016 Street Patches Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Eastern Asphalt Company, Inc. in the amount of \$142,068.12.
- THIRD: The accounts payable department is authorized to pay Eastern Asphalt Company, Inc. for work satisfactorily completed on the project up to the bid amount.
- FOURTH: The above expenses shall be paid from account 591-552-833.300 and 591-552-833.200 Water Maintenance Fund.

CITY OF OWOSSO BID TABULATION SHEET

DATE 8/23/2016DEPT. DPWSUBJECT: 2016 STREET PATCHES

				Eastern Asphalt					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2" PATCHES	537	SFT	\$ 10.380	\$ 5,574.06		\$ -		\$ -
2	4" PATCHES	4518	SFT	\$ 11.52	\$ 52,047.36		\$ -		\$ -
3	6" PATCHES	5,012	SFT	\$ 13.76	\$ 68,965.12		\$ -		\$ -
4	8" PATCHES OVER 10" CONCRETE	311	SFT	\$ 49.78	\$ 15,481.58		\$ -		\$ -
TOTAL BID				\$	142,068.12	\$	-	\$	-

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

PURCH.

AGENT:

STAFF

REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:

MARK A. SEDAK12-8-16Fuller12-8-16EASTERN ASPHALT



Warrant 527

August 30, 2016

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	2 nd installment for FY 16/17	Various	\$ 20,062.00
Michigan Municipal League	Annual Membership	General	\$ 5,835.00
Orchard Hiltz & McCliment, Inc.	Engineering services payment for Cargill project	OBRA #8	\$ 3,087.00
Orchard Hiltz & McCliment, Inc	Water reliability study payment	Water	\$ 3,727.00
Michigan Municipal Risk Management Authority	1 st installment for FY 16/17	General	\$ 134,818.50
Maurer Heating & Cooling	Air conditioning unit at WWTP	WWTP	\$ 5,268.00
			<u>\$ 172,797.50</u>

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 08/01/2016 - 08/31/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
08/05/2016	1	1455(A)	BOUND TREE MEDICAL LLC	OFD-AMBULANCE MEDICAL SUPPLIES	\$ 459.11
08/05/2016	1	1456(A)	CAPITAL CONSULTANTS	PROFESSIONAL SERVICES	\$ 11,557.83
08/05/2016	1	1457(A)	CLARK FIRE & SAFETY EQUIPMENT, INC.	OFD-EXTINGUISHER REPAIR	\$ 30.00
08/05/2016	1	1458(A)	D & G EQUIPMENT INC	PARTS	\$ 1,196.46
08/05/2016	1	1459(A)	DALTON ELEVATOR LLC	CYLINDER RENT/SUPPLIES	\$ 511.97
08/05/2016	1	1460(A)	ETNA SUPPLY COMPANY	WATER-PARTS	\$ 529.60
08/05/2016	1	1461(A)	FASTENAL COMPANY	WATER-PARTS	\$ 146.73
08/05/2016	1	1462(A)	FERGUSON ENTERPRISES INC	WATER-PARTS	\$ 117.19
08/05/2016	1	1463(A)	AMBER FULLER	BOARD OF REVIEW MEETING	\$ 50.00
08/05/2016	1	1464(A)	GRAYMONT CAPITAL INC	WTP-BULK PEBBLE QUICKLIME-45.59/TONS	\$ 12,055.93
08/05/2016	1	1465(A)	HALLIGAN ELECTRIC INC	WWTP-WIRE PUMP	\$ 297.50
08/05/2016	1	1466(A)	J & B MEDICAL SUPPLY INC	AMBULANCE MEDICAL SUPPLIES	\$ 980.94
08/05/2016	1	1467(A)	JCI JONES CHEMICALS, INC.	WWTP/WTP-SODIUM HYPOCHLORITE	\$ 2,952.04
08/05/2016	1	1468(A)	KEMIRA WATER SOLUTIONS INC	WWTP-FERRIC CHLORIDE	\$ 3,668.79
08/05/2016	1	1469(A)	LOGICALIS INC	JULY 2016-NETWORK ENGINEERING	\$ 4,704.00
08/05/2016	1	1470(A)	LUDINGTON ELECTRIC, INC.	BALL PARK-REPAIR AT BENNETT FIELD	\$ 157.50
08/05/2016	1	1471(A)	MCMASTER-CARR SUPPLY CO	WWTP-SUPPLIES	\$ 235.40
08/05/2016	1	1472(A)	MEL ERVIN FORD INC	OFD-REPAIRS TO MEDIC 2	\$ 150.00
08/05/2016	1	1473(A)	MEMORIAL HEALTHCARE CENTER	OPD-LAB	\$ 18.75
08/05/2016	1	1474(A)	MICHIGAN METER #3650	WATER-PARTS	\$ 154.76
08/05/2016	1	1475(A)	MICHIGAN PAVING & MATERIALS CO	STREETS-SUPPLIES	\$ 302.32
08/05/2016	1	1476(A)	1ST CHOICE AUTO PARTS INC	PARTS	\$ 1,310.24
08/05/2016	1	1477(A)	NATIONAL VISION ADMINISTRATORS LLC	AUGUST-VISION INSURANCE PREMIUM	\$ 475.70
08/05/2016	1	1478(A)	NORTHERN CONCRETE PIPE INC	PARK STREET STORM SEWER MATERIALS	\$ 737.77
08/05/2016	1	1479(A)	OFFICEMAX INC	SUPPLIES	\$ 213.44
08/05/2016	1	1480(A)	ORCHARD HILTZ & MCCLIMENT INC	PROFESSIONAL SERVICES	\$ 16,519.50
08/05/2016	1	1481(A)	PHYSICIANS HEALTH PLAN OF MID-MICH	HEALTH INSURANCE PREMIUM	\$ 74,625.97
08/05/2016	1	1482(A)	POWERTECH SERVICES, INC.	ANNUAL PREVENT MAINT SERVICING/INSPECTION	\$ 3,960.00
08/05/2016	1	1483(A)	REEVES WHEEL ALIGNMENT, INC	VEHICLE REPAIRS	\$ 2,394.11
08/05/2016	1	1484(A)	S L H METALS INC	WTP-PARTS	\$ 563.30
08/05/2016	1	1485(A)	ST JOHNS ANSWERING SERVICE INC	SEPTEMBER 2016-ANSWERING SERVICE	\$ 75.00
08/05/2016	1	1486(A)	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 7/31/16	\$ 4,120.45
08/05/2016	1	1487(A)	THOMAS SCIENTIFIC	WWTP-LAB SUPPLIES	\$ 393.67
08/05/2016	1	1488(A)	USA BLUE BOOK	WATER-GAUGES (4)	\$ 313.98
08/09/2016	1	126986	ACKER, CHARLES	REFUND-OVER PAID	\$ 15.65
08/09/2016	1	126987	ADVANCED DRAINAGE SYSTEMS INC	STREETS-PARTS	\$ 73.15
08/09/2016	1	126988	ALL ABOUT ANIMALS	SPAY/NEUTER/MEDICAL FEES-PAID FOR BY DONATIONS	\$ 148.00
08/09/2016	1	126989	H K ALLEN PAPER CO	OFD-SUPPLIES	\$ 162.40
08/09/2016	1	126990	AMERICAN SPEEDY PRINTING CENTERS	SPLASH PAD SIGNS (2)	\$ 20.00
08/09/2016	1	126991	ASI ENVIRONMENTAL TECHNOLOGIES INC	QDOBA EXPENSES	\$ 95,647.50
08/09/2016	1	126992	LOREEN F BAILEY	CAT MEDICAL SUPPLIES-PAID FOR BY DONATIONS	\$ 27.76
08/09/2016	1	126993	BICYCLE STREET INN & SUITES	2016 MML CONVENTION-SUSAN MONTENEGRO	\$ 460.00
08/09/2016	1	126994	BODMAN LLP	EMPLOYEE RELATIONS-FIRE DEPT	\$ 183.75
08/09/2016	1	126995	BLUNT GARY/TERRIANNE	UB refund for account: 1401000001	\$ 36.37
08/09/2016	1	126996	KEETCH SANDRA	UB refund for account: 5556570004	\$ 63.74
08/09/2016	1	126997	MANEE RONDA	UB refund for account: 5834070003	\$ 33.77
08/09/2016	1	126998	WALTERS KRISTY	UB refund for account: 2913990002	\$ 95.69

08/09/2016	1	126999	WARFLE BRIANNE	UB refund for account: 3879070008	\$	48.09
08/09/2016	1	127000	THOMPSON DORIS	UB refund for account: 1814000001	\$	18.14
08/09/2016	1	127001	CROWDER SUSAN	UB refund for account: 1838500005	\$	41.66
08/09/2016	1	127002	MULLANEY JOSEPH	UB refund for account: 1722000009	\$	41.65
08/09/2016	1	127003	TONY SCHMIDT REALTY	UB refund for account: 1082500002	\$	120.67
08/09/2016	1	127004	RUSSEL SUSAN	UB refund for account: 1775000006	\$	61.87
08/09/2016	1	127005	MCCREERY CHRISTINA	UB refund for account: 1249000003	\$	71.59
08/09/2016	1	127006	WIEGEL TOM LLC	UB refund for account: 3950570009	\$	18.14
08/09/2016	1	127007	BUSHARD, STEPHANIE	REISSUED WATER REFUND CHECK	\$	50.11
08/09/2016	1	127008	CHEMCO SYSTEMS LP	WTP-FEEDER PADDLES	\$	360.73
08/09/2016	1	127009	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	21,545.89
08/09/2016	1	127010	TIMOTHY W CORDIER	RENTAL OF OPERATOR AND EXCAVATOR	\$	4,250.00
08/09/2016	1	127011	JUDY ELAINE CRAIG	COURIER SERVICE	\$	180.00
08/09/2016	1	127012	CSH ELECTRIC MOTOR SUPPLY	PARKS-SPLASH PAD MOTOR REPAIR	\$	196.63
08/09/2016	1	127013	D & D TRUCK & TRAILER PARTS	PARTS	\$	118.18
08/09/2016	1	127014	DEISLER OUTDOOR POWER EQUIP	OFD-REPAIR TO CHAIN SAW	\$	70.50
08/09/2016	1	127015	JAKE A DYE	OFD-MEALS WHILE ON TRANSFERS	\$	20.00
08/09/2016	1	127016	FEDEX	WWTP-LAB SAMPLE SHIPPING CHARGES	\$	57.40
08/09/2016	1	127017	SALLYSUE GALE	BOARD OF REVIEW MEETING	\$	50.00
08/09/2016	1	127018	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$	698.75
08/09/2016	1	127019	HALL, STEVE	PARK RESERVATION REFUND	\$	75.00
08/09/2016	1	127020	HAMLETT ENVIRONMENTAL TECHNOLOGIES	WTP-EQUIPMENT	\$	999.99
08/09/2016	1	127021	HOME DEPOT CREDIT SERVICES	SUPPLIES	\$	158.25
08/09/2016	1	127022	INDUSTRIAL SUPPLY OF OWOSSO INC	PARTS	\$	500.20
08/09/2016	1	127023	INTERSTATE BILLING SERVICE INC	FLEET-PARTS/SUPPLIES	\$	960.84
08/09/2016	1	127024	JAY'S SEPTIC TANK SERVICE	RENTAL OF PORTABLE UNITS IN PARKS	\$	680.00
08/09/2016	1	127025	JERRY L JONES	BOARD OF REVIEW MEETING	\$	50.00
08/09/2016	1	127026	RYAN JONES	REIMBURSEMENT	\$	140.00
08/09/2016	1	127027	KAR LABORATORIES INC	WASTEWATER ANALYSES	\$	260.00
08/09/2016	1	127028	TERRY KEMP	BOARD OF REVIEW MEETING	\$	50.00
08/09/2016	1	127029	LLOYD MILLER & SONS, INC	PARTS	\$	445.07
08/09/2016	1	127030	KEITH LUSSENDEN	PROFESSIONAL SERVICES	\$	950.00
08/09/2016	1	127031	MICHIGAN MUNICIPAL LEAGUE	2016 MML CONVENTION REG-SUSAN MONTENEGRO	\$	469.00
08/09/2016	1	127032	MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS	REGISTRATION-JESSICA UNANGST	\$	230.00
08/09/2016	1	127033	MID MICHIGAN CHIEFS OF POLICE ASSO	MEMBERSHIP-KEVIN LENKART	\$	25.00
08/09/2016	1	127034	MIDSTATE TITLE AGENCY LLC	219 N CEDAR ST-CLOSING COSTS	\$	724.25
08/09/2016	1	127035	MISDU	PAYROLL DEDUCTIONS	\$	1,557.69
08/09/2016	1	127036	SUSAN K MONTENEGRO	2016 MML CONVENTION HOTEL DEPOSIT	\$	290.00
08/09/2016	1	127037	NATIONAL FIRE PROTECTION ASSOCIATION	RECERTIFICATION-RICHARD BREWBAKER 9/5/16	\$	150.00
08/09/2016	1	127038	NEOFUNDS BY NEOPOST	POSTAGE METER FUNDS	\$	2,000.00
08/09/2016	1	127039	NEWCOM WIRELESS SERVICES LLC	OPD-TICKET PRINTING PAPER	\$	326.40
08/09/2016	1	127040	PAUL M OBERLIN	REIMBURSEMENT	\$	70.00
08/09/2016	1	127041	OCENASEK INC	H1 LIMESTONE CHIP FOR DURA PATCHING	\$	1,523.96
08/09/2016	1	127042	OWOSSO BOLT & BRASS CO	PARTS	\$	1,178.14
08/09/2016	1	127043	OWOSSO POOLS LLC	PARKS-SPLASH PAD SUPPLIES	\$	505.15
08/09/2016	1	127044	GARY L PALMER	PLAN REVIEW/INSPECTION SERVICES	\$	600.00
08/09/2016	1	127045	PATRIOT DIAMOND INC.	BLADES FOR TRUCKS	\$	987.00
08/09/2016	1	127046	P F PETTIBONE & CO	CLERK-MINUTE BOOK	\$	196.90
08/09/2016	1	127047	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION-UNION DUES	\$	854.25
08/09/2016	1	127048	PORTFOLIO RECOVERY ASSOCIATES LLC	PAYROLL DEDUCTION	\$	192.58
08/09/2016	1	127049	POSTMASTER	STANDARD MAIL-9/22/16-9/21/17	\$	215.00
08/09/2016	1	127050	REPUBLIC SERVICES #237	JULY AND AUGUST 2016-REFUSE SERVICE	\$	706.34
08/09/2016	1	127051	RICOH USA	ANNUAL MAINTENANCE CONTRACT FOR RICOH COPIERS	\$	1,016.00

08/09/2016	1	127052	S & K FARM & YARD	WTP-SUPPLIES	\$	105.81
08/09/2016	1	127053	SEIFERT CONCRETE	2015 & 2016 SIDEWALK PROGRAM	\$	14,116.07
08/09/2016	1	127054	MIKE SELLECK	BOARD OF REVIEW MEETING	\$	50.00
08/09/2016	1	127055	SHANTY CREEK RESORTS	2016 MPELRA CONF-JESSICA UNANGST-9/13-16	\$	458.28
08/09/2016	1	127056	SHIAWASSEE COUNTY HEALTH DEPARTMENT	HOUSEHOLD HAZARDOUS WASTE COLLECTION	\$	4,600.00
08/09/2016	1	127057	SHIAWASSEE COUNTY SHERIFFS DEPARTMENT	OFD/OPD-MAINTENANCE SHARE OSSO'S MCT MOBILE	\$	3,547.90
08/09/2016	1	127058	SMITH JANITORIAL SUPPLY	SUPPLIES	\$	811.63
08/09/2016	1	127059	STATE OF MICHIGAN	THREE PLATES	\$	39.00
08/09/2016	1	127060	STATE OF MICHIGAN-MDNRE	WTP-LAB FEES	\$	26.00
08/09/2016	1	127061	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$	60.00
08/09/2016	1	127062	SUBURBAN PROPANE -2781	STREETS-CYLINDERS FILLED (3)	\$	240.57
08/09/2016	1	127063	SUNBURST GARDENS, INC.	SOCCER FIELD-IRRIGATION SYSTEM REPAIR	\$	889.00
08/09/2016	1	127064	TIAL PRODUCTS INC	ELIGIBLE DEVELOPER EXPENSES	\$	1,147.42
08/09/2016	1	127065	TREIB INC	WWTP-PUMP REPAIR	\$	1,285.00
08/09/2016	1	127066	VALLEY LUMBER	SUPPLIES	\$	223.43
08/09/2016	1	127067	VIC BOND SALES, INC. - OWOSSO	PARTS	\$	556.02
08/09/2016	1	127068	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-7/1/16-7/15/16	\$	4,069.63
08/09/2016	1	127069	WEB ASCENDER	WEBSITE HOSTING-JULY/AUG/SEPT 2016	\$	150.00
08/09/2016	1	127070	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SUPPLIES	\$	336.81
08/10/2016	1	127071	LORRAINE AUSTIN	ELECTION WORK	\$	115.00
08/10/2016	1	127072	NANCY K BARNES	ELECTION WORK	\$	185.00
08/10/2016	1	127073	BARTZ EXCAVATING	BD Bond Refund	\$	50.00
08/10/2016	1	127074	CATHERINE BAUMGARDNER	ELECTION WORK	\$	175.00
08/10/2016	1	127075	BENNETT, L.A., CONSTRUCTION	BD Bond Refund	\$	50.00
08/10/2016	1	127076	HANORA WEEKS BIGNALL	ELECTION WORK	\$	85.00
08/10/2016	1	127077	NANCY L BLAIR	ELECTION WORK	\$	190.00
08/10/2016	1	127078	BROOKE BREWBAKER	ELECTION WORK	\$	180.00
08/10/2016	1	127079	JERRY BUCHHOLZ	ELECTION WORK	\$	185.00
08/10/2016	1	127080	CARL LUDINGTON	BD Bond Refund	\$	50.00
08/10/2016	1	127081	CENTRAL MICHIGAN INDUSTRIES	BD Bond Refund	\$	100.00
08/10/2016	1	127082	JEAN E CLINE	ELECTION WORK	\$	175.00
08/10/2016	1	127083	COLLARD MASONRY	BD Bond Refund	\$	100.00
08/10/2016	1	127084	SHELLEY COOK	ELECTION WORK	\$	35.00
08/10/2016	1	127085	CORDIER EXCAVATING	BD Bond Refund	\$	200.00
08/10/2016	1	127086	CVE LLC	BD Bond Refund	\$	50.00
08/10/2016	1	127087	M JUDITH DANTZER	ELECTION WORK	\$	95.00
08/10/2016	1	127088	FREDERICK DIBEAN	ELECTION WORK	\$	200.00
08/10/2016	1	127089	RUTH ANN DOEPKER	ELECTION WORK	\$	175.00
08/10/2016	1	127090	MICHAEL ECKMYRE	ELECTION WORK	\$	205.00
08/10/2016	1	127091	JOHN FORBES	ELECTION WORK	\$	190.00
08/10/2016	1	127092	JUNE GARNER	ELECTION WORK	\$	170.00
08/10/2016	1	127093	IRENE GRAFF	ELECTION WORK	\$	85.00
08/10/2016	1	127094	CATHY HALL	ELECTION WORK	\$	170.00
08/10/2016	1	127095	LINDA SUE HARRIS	ELECTION WORK	\$	85.00
08/10/2016	1	127096	CLIFFORD DANA HORN	ELECTION WORK	\$	175.00
08/10/2016	1	127097	BONNIE IRBY	ELECTION WORK	\$	190.00
08/10/2016	1	127098	MEREDITH KEATING	ELECTION WORK	\$	205.00
08/10/2016	1	127099	LINDA KENNEY	ELECTION WORK	\$	175.00
08/10/2016	1	127100	CATHERINE KOHAGEN	ELECTION WORK	\$	30.00
08/10/2016	1	127101	EDWARD KOHAGEN	ELECTION WORK	\$	30.00
08/10/2016	1	127102	MICHAEL KOHAGEN	ELECTION WORK	\$	30.00
08/10/2016	1	127103	PATRICIA ANNE KOHAGEN	ELECTION WORK	\$	5.00
08/10/2016	1	127104	STEVEN KOHAGEN	ELECTION WORK	\$	175.00

08/10/2016	1	127105	KAREN KONG	ELECTION WORK	\$	130.00
08/10/2016	1	127106	GAIL LOVE	ELECTION WORK	\$	190.00
08/10/2016	1	127107	SHARON MCALLISTER	ELECTION WORK	\$	85.00
08/10/2016	1	127108	RUTH ANN MELLENTINE	ELECTION WORK	\$	175.00
08/10/2016	1	127109	MARY MORDEN	ELECTION WORK	\$	95.00
08/10/2016	1	127110	THOMAS P NICOLL	ELECTION WORK	\$	80.00
08/10/2016	1	127111	CAROLYN O'CONNELL	ELECTION WORK	\$	180.00
08/10/2016	1	127112	OTERO CONSTRUCTION	BD Bond Refund	\$	50.00
08/10/2016	1	127113	ALICE PETERSON	ELECTION WORK	\$	175.00
08/10/2016	1	127114	MARIELLEN PETO	ELECTION WORK	\$	195.00
08/10/2016	1	127115	LINDA PINCIK	ELECTION WORK	\$	185.00
08/10/2016	1	127116	PINSON, JULIE M.	BD Bond Refund	\$	50.00
08/10/2016	1	127117	BARBARA POWELL	ELECTION WORK	\$	85.00
08/10/2016	1	127118	JACOB REDMOND	ELECTION WORK	\$	80.00
08/10/2016	1	127119	EUSTASIA REYNA	ELECTION WORK	\$	85.00
08/10/2016	1	127120	BERNETTE ROE	ELECTION WORK	\$	95.00
08/10/2016	1	127121	CHARLES LEE SCHAUFELE	ELECTION WORK	\$	170.00
08/10/2016	1	127122	MICHELLE SCHROEDER	ELECTION WORK	\$	30.00
08/10/2016	1	127123	JUDY SENK	ELECTION WORK	\$	180.00
08/10/2016	1	127124	ELAINE SHEPARD	ELECTION WORK	\$	85.00
08/10/2016	1	127125	SHIAWASSEE UNITED WAY	EMPLOYEE CONTRIBUTIONS	\$	100.00
08/10/2016	1	127126	DELORES SIMPSON	ELECTION WORK	\$	95.00
08/10/2016	1	127127	BETH SNYDER	ELECTION WORKER	\$	175.00
08/10/2016	1	127128	MARGARET SOWLE	ELECTION WORK	\$	180.00
08/10/2016	1	127129	STAMM'S TREE SERVICE	BD Bond Refund	\$	50.00
08/10/2016	1	127130	ROSEMARY STEAVENS	ELECTION WORK	\$	85.00
08/10/2016	1	127131	KARYL SULLIVAN	ELECTION WORK	\$	175.00
08/10/2016	1	127132	LARRY SULLIVAN	ELECTION WORK	\$	180.00
08/10/2016	1	127133	IONE THOMAS	ELECTION WORK	\$	110.00
08/10/2016	1	127134	BARBARA THOMSON	ELECTION WORK	\$	80.00
08/10/2016	1	127135	HECTOR VALDEZ	ELECTION WORK	\$	170.00
08/10/2016	1	127136	ROANN WARNER	ELECTION WORK	\$	195.00
08/10/2016	1	127137	GEORGE WELTE	ELECTION WORK	\$	205.00
08/10/2016	1	127138	KRISTA KARHOFF WELTE	ELECTION WORK	\$	190.00
08/10/2016	1	127139	DEBRA WHIPPLE	ELECTION WORK	\$	30.00
08/10/2016	1	1489(A)	LAYNE CHRISTENSEN COMPANY	REHAB OF GROUND WELL PUMP	\$	27,933.00
08/19/2016	1	127140	ADVANCED DRAINAGE SYSTEMS INC	INVENTORY ITEMS	\$	220.73
08/19/2016	1	127141	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$	414.56
08/19/2016	1	127142	ALL ABOUT ANIMALS	AUG 11, 2016 EVENT-SPAY/NEUTER/MEDICAL FEE-PD BY DONA	\$	663.00
08/19/2016	1	127143	ALLMAX SOFTWARE INC	ANTERO WORKSHOP-GLENN CHINAVARE	\$	75.00
08/19/2016	1	127144	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$	211.25
08/19/2016	1	127145	ARGUS-HAZCO	WWTP-TROUBLESHOT AND REPAY GAS DETECTOR	\$	511.90
08/19/2016	1	127146	B S & A SOFTWARE	B S & A-ANNUAL SUPPORT/SERVICE	\$	11,708.00
08/19/2016	1	127147	KEITH A BAILEY	REIMBURSEMENT	\$	31.77
08/19/2016	1	127148	LOREEN F BAILEY	CAT EXPENSES REIMBURSEMENT-PAID BY DONATIONS	\$	465.80
08/19/2016	1	127149	COBAN TECHNOLOGIES INC	CCUBE SOLUTION RENEWALS.-4/25/16-4/24/17	\$	1,050.00
08/19/2016	1	127150	DAVE COLLARD MASONRY & CONCRETE, INC	CONCRETE WORK	\$	1,944.00
08/19/2016	1	127151	CONSTINE GRAVEL COMPANY	22A GRAVEL-300/TONS	\$	7,092.13
08/19/2016	1	127152	CONSUMERS CONCRETE CORP	MANHOLE BLOCK	\$	1,108.00
08/19/2016	1	127153	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	25,544.99
08/19/2016	1	127154	VOID		\$	-
			Void Reason: Created From Check Run Process			
08/19/2016	1	127155	DAYSTARR COMMUNICATIONS	SEPT 2016-PHONE AND BROADBAND INTERNET SERVICE	\$	990.77

08/19/2016	1	127156	DELTA DENTAL PLAN OF MICHIGAN	SEPT 2016-DENTAL INSURANCE PREMIUM	\$	3,619.55
08/19/2016	1	127157	DURAND AUTO PARTS	FLEET-TIRE SEALER	\$	33.11
08/19/2016	1	127158	FERTILIZER DEALER SUPPLY	PUMP FOR WATERING DOWNTOWN	\$	128.96
08/19/2016	1	127159	FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING FOR GOULD STREET RESURFACING	\$	21,950.00
08/19/2016	1	127160	HUNTINGTON COMMUNITY DEV CORP	WOODARD STATION BROWNFIELD #12 REIMBURSEMENT	\$	64,863.36
08/19/2016	1	127161	KEYSTONE EVENT MANAGEMENT CONCEPTS	CONFERENCE & MEMBERSHIP-RICHARD BREWBAKER	\$	386.80
08/19/2016	1	127162	KEVIN LENKART	REIMBURSEMENT	\$	7.99
08/19/2016	1	127163	JOHN MCKAY	OFD-MEAL WHILE ON TRANSFER-7/21/16	\$	6.88
08/19/2016	1	127164	MICHIGAN CO INC	DPW-RAGS	\$	243.80
08/19/2016	1	127165	MICHIGAN ELECTION RESOURCES	ELECTIONS-STICKERS	\$	167.68
08/19/2016	1	127166	MICHIGAN PROPERTY CONSULTANTS LLC	SPECIAL ASSESSMENT ADMINISTRATION-LARRY COOK	\$	65.00
08/19/2016	1	127167	MICHIGAN STATE UNIVERSITY	EMS LEADERSHIP ACADEMY-STEVE CHAPKO	\$	100.00
08/19/2016	1	127168	MISDU	PAYROLL DEDUCTIONS	\$	1,557.69
08/19/2016	1	127169	NEOPOST USA INC	POSTAGE METER RENTAL/MAINTENANCE	\$	1,044.00
08/19/2016	1	127170	NEXTEL COMMUNICATIONS	JULY 2016-COMMUNICATIONS AND EQUIPMENT CHARGES	\$	1,052.98
08/19/2016	1	127171	NORLAB INC	SEWER-LIQUID POWDER TRACING DYE	\$	222.00
08/19/2016	1	127172	OFFICE DEPOT	SUPPLIES	\$	371.10
08/19/2016	1	127173	PORTFOLIO RECOVERY ASSOCIATES LLC	PAYROLL DEDUCTION-GARNISHMENT	\$	192.58
08/19/2016	1	127174	RAINDECK	PARKS-PARTS FOR SPLASH PAD	\$	162.00
08/19/2016	1	127175	RUSSELL, DAVID	SITE PLAN REVIEW APPLICATION FEE	\$	150.00
08/19/2016	1	127176	JUDY SENK	ELECTION WORK	\$	30.00
08/19/2016	1	127177	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$	282.20
08/19/2016	1	127178	SHIAWASSEE FAMILY YMCA	SPLASH PAD MAINTENANCE	\$	1,046.88
08/19/2016	1	127179	STAPLES ADVANTAGE	SUPPLIES	\$	1,325.10
08/19/2016	1	127180	STATE OF MICHIGAN	STATE OF MI WITHHOLDING TAX	\$	13,611.89
08/19/2016	1	127181	TRECHA ENTERPRISES DPHU, LLC	ELIGIBLE DEVELOPER EXPENSES	\$	9,660.23
08/19/2016	1	127182	UNITED PARCEL SERVICE	WTP-LAB SHIPPING CHARGES	\$	12.99
08/19/2016	1	127183	VIC BOND SALES, INC. - OWOSSO	WWTP-PARTS	\$	47.99
08/19/2016	1	127184	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-8/1/16-8/15/16	\$	9,516.41
08/19/2016	1	1490(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	JULY 2016-EMPLOYEE/EMPLOYER CONTRIBUTIONS	\$	18,212.84
08/19/2016	1	1491(A)	ALS LABORATORY GROUP	WWTP-WASTE WATER ANALYSES	\$	135.00
08/19/2016	1	1492(A)	BIDNET	JULY 2016-AUCTION FEES	\$	30.50
08/19/2016	1	1493(A)	WILLIAM C BROWN, P C	PROFESSIONAL SERVICES	\$	11,773.84
08/19/2016	1	1494(A)	C M P DISTRIBUTORS INC	OPD-SUPPLIES	\$	845.41
08/19/2016	1	1495(A)	DELAU FIRE & SAFETY INC	SEMI-ANNUAL INSPECTION-SERVER ROOM	\$	225.00
08/19/2016	1	1496(A)	EJ USA INC	STREETS-OVAL GRATE	\$	276.16
08/19/2016	1	1497(A)	EMPLOYEE BENEFIT CONCEPTS INC	AUGUST 2016-ADMIN FEE	\$	110.25
08/19/2016	1	1498(A)	FASTENAL COMPANY	SUPPLIES	\$	155.81
08/19/2016	1	1499(A)	GILBERT'S DO IT BEST HARDWARE & APP	SUPPLIES	\$	498.72
08/19/2016	1	1500(A)	GRAINGER, INC.	WWTP-PARTS	\$	226.39
08/19/2016	1	1501(A)	HALLIGAN ELECTRIC INC	WWTP-WEST SIDE TRANSFORMER EMERGENCY REPAIR	\$	6,248.25
08/19/2016	1	1502(A)	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE MEDICAL SUPPLIES	\$	981.27
08/19/2016	1	1503(A)	LANDMARK SURVEYING PC	VALIDATE AND LOCATE SURVEY PINS	\$	130.00
08/19/2016	1	1504(A)	MEMORIAL HEALTHCARE CENTER	OPD-LAB	\$	18.75
08/19/2016	1	1505(A)	MICHIGAN BUSINESS & PROFESSIONAL AS	SEPTEMBER 2016-COBRA ADMIN FEE	\$	50.00
08/19/2016	1	1506(A)	MOTION INDUSTRIES, INC.	WTP-PARTS	\$	195.95
08/19/2016	1	1507(A)	NCL OF WISCONSIN INC	WWTP-ANNUAL LAB SUPPLY ORDER	\$	583.15
08/19/2016	1	1508(A)	NORTHERN CONCRETE PIPE INC	INVENTORY/PARTS	\$	473.00
08/19/2016	1	1509(A)	O'REILLY AUTO PARTS	WTP-PARTS	\$	55.57
08/19/2016	1	1510(A)	OFFICEMAX INC	SUPPLIES	\$	80.97
08/19/2016	1	1511(A)	ORCHARD HILTZ & MCCLIMENT INC	ENGINEERING SERVICES	\$	25,368.25
08/19/2016	1	1512(A)	Q2A ASSOCIATES LLC	PROFESSIONAL SERVICES	\$	2,777.50
08/19/2016	1	1513(A)	RUBOB'S INC	JULY 2016-OPD/OFD-DRY CLEANING	\$	206.20

08/19/2016	1	1514(A)	SAFEBUILT MICHIGAN LLC	JULY 2016-BUILDING DEPARTMENT SERVICES	\$	9,460.00
08/19/2016	1	1515(A)	STECHSCHULTE GAS & OIL, INC.	FUEL PE 8/15/16	\$	3,928.28
08/19/2016	1	1516(A)	USA BLUE BOOK	SUPPLIES	\$	430.49

1 TOTALS:

(1 Check Voided)

Total of 260 Disbursements:

\$ 626,803.93

Bank 10 OWOSSO HISTORICAL FUND

08/05/2016	10	4855	CHARTER COMMUNICATIONS	515 N WASHINGTON ST #3	\$	39.33
08/05/2016	10	4856	DBI BUSINESS INTERIORS	WIRE SHELVING (2)	\$	239.98
08/05/2016	10	4857	DOWNTOWN OWOSSO FRAMERS MARKET	ADVERTISEMENT ON PROMOTIONAL BAGS	\$	100.00
08/05/2016	10	4858	GILBERT'S DO IT BEST HARDWARE & APP	MADE IN OWOSSO SUPPLIES	\$	164.31
08/05/2016	10	4859	HI QUALITY GLASS, INC	GLASS SHELVING FOR MUSEUM CASES AT CASTLE	\$	134.17
08/05/2016	10	4860	INDEPENDENT STATIONERS	NOTE CARDS	\$	29.68
08/05/2016	10	4861	SECURITY ALARM CO INC	224 CURWOOD DRIVE-9/1/16-11/30/16	\$	60.00
08/05/2016	10	4862	SECURITY ALARM CO INC	PAYMASTER BUILDING ALARM INSTALL	\$	199.00
08/05/2016	10	4863	SHIAWASSEE ARTS COUNCIL	MADE IN OWOSSO	\$	363.66
08/05/2016	10	4864	SPECIALTY SALVAGE LLC	TRASH SERVICE GOULD HOUSE	\$	38.97
08/05/2016	10	4865	VICTORY HEATING & COOLING	HVAC/MECHANICAL MAINTENANCE SERVICES	\$	65.63
08/22/2016	10	4866	CHRISTIANS GREENHOUSE WILLIAMSTON	GOULD HOUSE-FLOWERS	\$	192.31
08/22/2016	10	4867	CONSUMERS ENERGY	515 N WASHINGTON ST	\$	216.38
08/22/2016	10	4868	DAYSTARR COMMUNICATIONS	SEPT 2016-PHONE AND INTERNET SERVICE	\$	77.02
08/22/2016	10	4869	GILBERT'S DO IT BEST HARDWARE & APP	GOULD HOUSE-MULCH	\$	166.22

10 TOTALS:

Total of 15 Disbursements:

\$ 2,086.66

Bank 2 TRUST & AGENCY

08/10/2016	2	6545	DOWNTOWN DEVELOPMENT AUTHORITY	REAL/PP COLLECTION	\$	6,483.80
08/10/2016	2	6546	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	4,692.57
08/10/2016	2	6547	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$	162,702.15
08/22/2016	2	6548	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	10,937.22
08/22/2016	2	6549	SHIAWASSEE COUNTY TREASURER	TRAILER FEES 128 LOTS	\$	320.00
08/22/2016	2	6550	SHIAWASSEE COUNTY TREASURER	REAL/PP COLLECTIONS	\$	402,007.35

2 TOTALS:

Total of 6 Disbursements:

\$ 587,143.09

REPORT TOTALS:

(1 Check Voided)

Total of 281 Disbursements:

\$ 1,216,033.68



MEMORANDUM

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

DATE: September 1, 2016

TO: Mayor Frederick and the Owosso City Council

FROM: Donald D. Crawford, city manager

SUBJECT: Resolution by the Owosso City Council Recommending Approval of a New Real Property Exemption Application P.A. 198 of 1974, as Amended to Crowe Properties LLC

RECOMMENDATION:

Consider resolution.

BACKGROUND:

Crowe Properties LLC proposes to construct a 48' x 100' pole barn with an estimated value of \$50,000 on the property at 1007 S. Washington Street. An application for tax exemption has been made to the I-69 International Trade Corridor Next Michigan Development Corporation which requires a recommendation of approval from the governmental jurisdiction in which the project and tax exemption is located.

The proposed improvements are ineligible under city of Owosso programs. The applicant believes eligibility exists through the I-69 International Trade Corridor Next Michigan Development Corporation because two forms of transportation are used in the business—roadways and air.

The applicant and the Shiawassee Economic Development Partnership requests that the city:

1. Advise the I-69 International Trade Corridor Next Michigan Development Corporation that there is no objection to the applicant's request.
2. Agree to waive the city rights of any further notice or right of disapproval it has under Section 5.16 of the interlocal agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation.
3. Support the creation of an Industrial Development District for Crowe Properties LLC at 1007 S. Washington Street either by the city or by the I-69 International Trade Corridor Next Michigan Development Corporation.

FISCAL IMPACTS:

The financial impact will be a loss of tax revenues of approximately \$700.00 a year for the duration of the exemption.

RESOLUTION NO.

**BY THE OWOSSO CITY COUNCIL RECOMMENDING APPROVAL OF
A NEW REAL PROPERTY TAX EXEMPTION APPLICATION
P.A. 198 OF 1974, AS AMENDED
FROM CROWE PROPERTIES, LLC**

WHEREAS, Crowe Properties, LLC, an eligible Next Michigan Development business, is filing an application for an Industrial Facilities Tax Exemption Certificate for new real property as regulated by P.A. 198 of 1974, as amended, through the I-69 International Trade Corridor Next Michigan Development Corporation; and

WHEREAS, the city of Owosso understands that Crowe Properties, LLC is ineligible to secure such through the city of Owosso and therefore is making application through the I-69 International Trade Corridor Next Michigan Development Corporation (NMDC); and

WHEREAS, to consider the application the I-69 International Trade Corridor Next Michigan Development Corporation requires a recommendation of approval from the governmental jurisdiction in which the project and tax exemption is located; and

WHEREAS, the city of Owosso has determined that it is advisable, necessary and in the public interest for Crowe Properties, LLC to obtain an Industrial Facilities Tax Exemption for the property at 1007 S. Washington Street in Owosso; and

WHEREAS, the request is for an abatement on a 48 foot by 100 foot pole barn with an estimated value of \$50,000 which would result in an abatement of approximately \$700.00 in taxes per year; and

WHEREAS, under the city policy for tax abatements the term of the abatement would be limited to six years.

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

- FIRST: The application of Crowe Properties, LLC, an eligible Next Michigan Development business, for an Industrial Facilities Tax Exemption Certificate for new real property as regulated by P.A. 198 of 1974, as amended, through the I-69 International Trade Corridor Next Michigan Development Corporation be supported provided the abatement be limited to (six) years.
- SECOND: The city of Owosso hereby (waives) (does not waive) any further notice or right of disapproval it has under Section 5.16 of the interlocal agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation.
- THIRD: The city of Owosso supports the creation of an Industrial Development District for Crowe Properties, LLC at 1007 S. Washington Street.

Application for Industrial Facilities Tax Exemption Certificate

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

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) CROWE PROPERTIES LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1007 S WASHINGTON ST		1d. City/Township/Village (indicate which) OWOSSO	1e. County SHIAWASSEE
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Transfer <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located OWOSSO	3b. School Code
4. Amount of years requested for exemption (1-12 Years) 12			
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. BUILDING A NEW BARN TO DISPLAY AUCTION ITEMS			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		Real Property Costs \$0.00	
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		Personal Property Costs \$	
6c. Total Project Costs * Round Costs to Nearest Dollar		Total of Real & Personal Costs \$0.00	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
Real Property Improvements		Begin Date (M/D/Y) 9/12/16	End Date (M/D/Y) 10/10/16
Personal Property Improvements			
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
9. No. of existing jobs at this facility that will be retained as a result of this project. 2		10. No. of new jobs at this facility expected to create within 2 years of completion. 2	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. a. TV of Real Property (excluding land) b. TV of Personal Property (excluding inventory) c. Total TV			
12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District			
12b. Date district was established by local government unit (contact local unit)		12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name <i>Troy Crowe</i>	13b. Telephone Number <i>989 666 6339</i>	13c. Fax Number	13d. E-mail Address <i>troy@sherdanaut.com</i>
14a. Name of Contact Person <i>Troy Crowe</i>	14b. Telephone Number <i>989 666 6339</i>	14c. Fax Number	14d. E-mail Address
15a. Name of Company Officer (No Authorized Agents)			
15b. Signature of Company Officer (No Authorized Agents) <i>[Signature]</i>		15c. Fax Number	15d. Date
15e. Mailing Address (Street, City, State, ZIP Code) <i>PO Box 1627 OGDSSO MI 48867</i>		15f. Telephone Number	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

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

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

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

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

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

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

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

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal

Abatement Schedule

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

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

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

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

APPLICATION FOR TAX ABATEMENT

Applicant (Official Company Name) CROWE PROPERTIES LLC

Business Name (If Different) _____

Address of Proposed Project 1007 S WASHINGTON ST

OWOSSO MI 48867

Mailing Address (If Different) _____

Do you own the property? YES If no, what is your relationship? _____

Type of Abatement Requested (if known) PA 198

Total square footage of all current buildings on site 2500

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

BUILDING A NEW 48'x100' POLE BARN FOR STORAGE AND
DISPLAYING ITEMS FOR AUCTION.

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

Land improvements (excluding land): 0
Building improvements: Size 4800 sf \$ 50,000⁰⁰
Machinery & Equipment: 0
Furniture & Fixtures: 0

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

Building: Start Date 9/12/16 Completion Date 10/1/16
Equipment installation (if applicable): Start Date 0 Completion Date 0

Abatement Application

Page 2

Will project be owned or leased by applicant? OWNED
Will machinery be owned or leased by applicant? 0

How many employees do you currently employ? Full Time 1 Part Time 0

How many new employees do you estimate after project complete? Full Time 1
Part Time 2

When project is complete, how many will be:

Management/Professional 1 Wage level \$ 25⁰⁰ per hour
Skilled 0 Wage level \$ 0
Semi-Skilled 2 Wage level \$ 12⁰⁰ per hour
Un-Skilled 0 Wage level \$ 0

How many current employees live within the city limits of the City of Owosso? 0

Date your business located within the City of Owosso. 4.1.15

Name of Company Officer (contact person) TRAY CROWNE
Title PRESIDENT

Signature [Signature] Date 8/31/16
Phone Number 989-666-6339

For City Staff Use Only

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

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



MEMORANDUM

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

DATE: August 30, 2016

TO: City Council

FROM: Tyler Leppanen

SUBJECT: Little Free Libraries at Bentley and Curwood Castle Park

BACKGROUND:

Girl Scout Troop 30331 made a presentation to the Parks & Recreation Commission on August 23, 2016. Troop 30331 wishes to install two "Little Free Libraries" in Owosso, one at Bentley Park and one at Curwood Castle Park. This community service project would allow the participating Girl Scout's to receive their Bronze Award.

A Little Free Library is a small box or cupboard that contains books available for anyone in the community to borrow. There will be signage on the Little Free Library to explain how it works. Troop 30331 plans to restock the Little Free Library as needed and will maintain it in perpetuity.

The Parks & Recreation Commission approved the two Little Free Libraries separately for the City Council to consider. The proposed location at Bentley Park would be between the basketball courts and the gazebo. The proposed location at Curwood Castle Park would be near the Shiawassee Arts Council, next to the benches by the river. Also included are maps of the proposed locations.

FISCAL IMPACTS:

None.

Document originated by: Tyler Leppanen

RESOLUTION NO.

**RESOLUTION AUTHORIZING GIRL SCOUT TROOP 30331
TO INSTALL ONE LITTLE FREE LIBRARY AT BENTLEY PARK
AND ONE AT CURWOOD CASTLE PARK**

WHEREAS, the Girl Scout Troop 30331 made a presentation to the Parks & Recreation for a Little Free Library at Bentley Park and at Curwood Castle Park; and

WHEREAS, the Parks & Recreation Commission approved Troop 30331's request to install a Little Free Library at Bentley Park and at Curwood Castle Park; and

WHEREAS, Girl Scout Troop 30331 has agree to provide their own materials, construct the Little Free Libraries, and maintain the Little Free Libraries in perpetuity; and

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

FIRST: Girl Scout Troop 30331 has permission to install a Little Free Library at Bentley Park near the Pavilion.

SECOND: That Girl Scout Troop 30331 has permission to install a Little Free Library at Curwood Park on the river side of the sidewalk.

OWOSSO



Bentley Park

OWOSSO



Curwood Castle Park



MEMORANDUM

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

DATE: September 6, 2016

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: 2017 Street Program – Reso No. 1 for Special Assessment District No. 2017-01

Each year the city considers a street program to reconstruct selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. Reconstruction of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10-year period at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10 year period.

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: If they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the second public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be considering Resolution No. 1 for the proposed district as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates it is typically handled without discussion of each individual item.

Staff recommends authorization of Resolution No. 1 for the following proposed project:

Oliver Street from Washington Street to Oak Street; street reconstruction.

Resolution No. 2 will be introduced at a later time when the plans and estimates for this project have been completed.

RESOLUTION NO.

Special Assessment Resolution No. 1 for Oliver Street, Phase 1

Special Assessment District No. 2017-01 Oliver Street from Washington Street to Oak Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Oliver Street from Washington Street to Oak Street
Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.



MEMORANDUM

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

DATE: September 6, 2016

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: 2017 Street Program – Reso No. 1 for Special Assessment District No. 2017-02

Each year the city considers a street program to reconstruct selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. Reconstruction of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10-year period at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10 year period.

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: If they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the second public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be considering Resolution No. 1 for the proposed district as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates it is typically handled without discussion of each individual item.

Staff recommends authorization of Resolution No. 1 for the following proposed project:

Oliver Street from Oak Street to Gould Street; street reconstruction.

Resolution No. 2 will be introduced at a later time when the plans and estimates for this project have been completed.

RESOLUTION NO.

Special Assessment Resolution No. 1 for Oliver Street, Phase 2

Special Assessment District No. 2017-02 Oliver Street from Oak Street to Gould Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Oliver Street from Oak Street to Gould Street Street
Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.



MEMORANDUM

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

DATE: September 1, 2016

TO: City council

FROM: Donald D. Crawford, city manager

SUBJECT: Development of Educational Plan for Street Bond. Develop a plan to educate residents regarding the street bond proposal on the November 8, 2016 ballot

Question #1

How do we convince the voters that the city really needs to approve the street bond proposal November 8?

Question #2

Who is going to lead the effort to inform the voters?

Question #3

How fast can we move? Absentee ballots will likely be ready September 24.

Burton Fox is willing to lead the effort but he needs help.

I recently received the following concerning how to lead a successful campaign. There are other materials available.

Build a Foundation

The city manager and the city council are often the driving forces behind a bond issue. They are also responsible for getting out into the community, building relationships, and keeping people informed about what is happening with the city. It is vital to have good standing relationships with powerful civic groups and key business owners within a community if you want your bond to be passed. This process should be continuous and ongoing over time. It should not happen just because you're trying to pass a bond.

Organize and Plan

Perhaps the most crucial aspect of passing a bond is to be well organized and to have a solid plan in place. This begins with forming a committee that is as dedicated to seeing the bond passed as you are. It is necessary to note that most states prohibit cities from using their own resources or time to lobby on behalf of a bond issue.

A bond campaign should start approximately two months before the vote is scheduled to occur. Everything occurring in those two months should be well thought out and planned in advance.

No two bond campaigns are the same. It is likely that parts of the plan will have to be abandoned or changed after realizing that the approach is not working.

Establish a Need

It is essential to establish a real need in your bond campaign. Most cities have a list of projects that they believe need to be completed. When deciding what you are going to put in the bond it is vital to look at two factors: immediate need and long-term investment. In other words, put projects on the ballot that will resonate with voters who understand the value of the proposal and show them there is a need.

Be Honest

It is essential to be honest with the constituents in your district. Property owners want to know how much their taxes are going to go up if the bond issue is passed. You should not skirt around this issue. Be direct and honest with them and always use the opportunity to explain to them what their investment will do.

Campaign! Campaign! Campaign!

When campaigning begins it is beneficial to keep the message simple. Be specific with your message including the voting date, how much the bond is for, and some simple highlights of what it will be used for. If a voter asks for more information, then be prepared with more details.

Campaigning efforts should be holistic with a goal of getting the word out to every registered voter in the district. Campaigning occurs in many different forms, and each form may reach a different subset of constituents. Some of the most popular forms of campaigning include:

- **Build a Website* – Create a website that gives voters detailed information about the bond issue.
- **Campaign Signs/Posters* – Put campaign signs in supporters' yards and posters in high traffic locations such as the post office.
- **Speaking Engagements* – Schedule speaking engagements with civic groups in the community such as the Senior Citizen Center, Masonic Lodge, etc.
- **Organize a Voter Registration Drive* – A voter registration drive allows you to recruit newcomers and potential supporters who might not vote otherwise.
- **Door to Door Canvassing* – Simple word of mouth campaigning may make the difference especially in reminding voters to get to the polls.
- **Telephone Committee* – A simple way to poll voters in the community as well as to inform them about the bond issue and to remind them to vote.
- **Direct Mail* – Send flyers highlighting the bond issue out a few days before the vote.
- **Media* – Use the media to get the message out when possible.

Focus on Uncertainty

There are some constituents that have their minds made up on a bond issue before you even decide to do it. Some people always vote yes, and some people always vote no. Do not waste time on trying to convince the "no" votes that they should vote "yes". Instead, focus on getting those "yes" votes to the polls. However, it is most valuable to invest your time and effort on those in the community that have not decided. Visit with those on the fence 3-4 times throughout the campaign to try and sway them to vote "yes". They are the people who will ultimately decide whether the bond passes or fails.

TAX COMPUTATION FOR STREET BOND PROPOSAL

On November 8, the voters of the city of Owosso will be asked to approve a bond proposal of Ten Million dollars for a period of twenty five years for the purpose of funding repairs of city streets, parking lots and sidewalks. To assist property owners in making their decision the following information of costs of the annual and monthly taxes over that period time is provided below. The figures represent an estimate of the taxes based upon a millage of 1.66 for the first year and 1.75 for each year after the first year.

TAXABLE VALUE OF PROPERTY	1.66 mils		1.75 mils	
	monthly	annual	monthly	annual
\$20,000.00	\$2.77	\$33.24	\$2.92	\$35.00
\$25,000.00	\$3.46	\$41.50	\$3.65	\$43.75
\$30,000.00	\$4.15	\$49.80	\$4.38	\$52.50
\$35,000.00	\$4.85	\$58.10	\$5.11	\$61.25
\$40,000.00	\$5.54	\$66.40	\$5.84	\$70.00
\$45,000.00	\$6.23	\$74.70	\$6.57	\$78.75
\$50,000.00	\$6.92	\$83.00	\$7.30	\$87.50
\$55,000.00	\$7.61	\$91.30	\$8.02	\$96.25
\$60,000.00	\$8.30	\$99.60	\$8.75	\$105.00
\$65,000.00	\$9.00	\$107.90	\$9.48	\$113.75
\$70,000.00	\$9.69	\$116.20	\$10.21	\$122.50

The streets within the city of Owosso are in urgent need of repair. Some are in more need than others, but if nothing is done to maintain and improve the condition of the streets they will continue to deteriorate causing the cost to increase each year without proper maintenance. Please consider how we by approving the bond proposal this year will result in saving in the future years.

Thank you for being concerned in improving our city streets.

Board Meeting NOTES

July 12, 2016 7:00-8:30 P.M.

SATA Office

PARTICIPANTS: Redmond, Landers, Morovitz, Tamayo, Buschman, DeCaire, Spring, St. John, Defever, VanRiper, Cobley

Present: Redmond, Landers, Morovitz, Tamayo, Buschman, Spring, Defever, Cobley

Absent: DeCaire, St. John, VanRiper

Guests: Rice

NOTE: Final meeting for St. John. A replacement is being sought.

AGENDA ITEM/Roll Call Vote	Discussion	Vote/ACTION
<ul style="list-style-type: none"> Meeting called to order Introduction of others present- Public comment 	<p>Redmond called the meeting to order at: 7:01 PM</p> <p>No public in attendance.</p>	No action needed.
<ul style="list-style-type: none"> Consent Agenda (5 minutes) <ul style="list-style-type: none"> Agenda June 14, 2016 BOD Meeting Minutes FY 2016 Board Attendance Chart SATA/LAC Member Contact Information June 2016 Financial Reports 	<p>Motion by Defever to approve the consent agenda. Second by Buschman.</p> <p>Discussion: Correction – Contact information “Buschman” is lower case in email address.</p>	Motion passed.
<ul style="list-style-type: none"> Approval of June 2016 Check Register _y__ Buschman ____ DeCaire _y__ Defever _y__ Tamayo _y__ Landers _y__ Morovitz _y__ Redmond ____ St. John _y__ Spring ____ VanRiper _y__ Cobley 	<p>Motion by Buschman to approve the check register. Second by Cobley.</p> <p>Discussion: Karen Knight is new accountant for SRESA, replacing Diane Warren, who previously maintained the check register.</p>	Motion passed.
<ul style="list-style-type: none"> Executive Director Report (June 2016) Rice reported. 	<ol style="list-style-type: none"> June 2016 SATA rides increased 1% over June 2015. Transportation Solutions increased 25% over same time period last year. Discussed trainings attended. Discussed Bus Security Camera Policy with LAC. Friends of SATA will meet in September to prepare for Caledonia Township election in 	Discuss Action – sign up

	<p>November.</p> <p>6. 1st Annual SATA Employee/Volunteer Picnic will be held on July 30, 2016 from 12 p.m. - 3 p.m. at Henderson Park.</p> <p>7. Fiscal Year 2017 Employee Training and Volunteer Meetings have been scheduled. The next Employee Training Meeting will be held at the SATA office on Saturday, September 10, 2016 from 8:30 a.m. – 12:00 p.m. The next Volunteer Training Meeting will be held at the SATA office on Saturday October 8, 2016 from 10:30 a.m. – 12:00 noon. Board members interested in attending are encouraged to attend.</p>	
<ul style="list-style-type: none"> Board Chair Report 	<p>Congratulations to Buschman for being selected Grand Marshall for the 4th of July Corunna celebrations.</p>	<p>No action.</p>
<ul style="list-style-type: none"> Board of Directors Term Expirations 	<p>Rice lead discussion regarding asking board members whether they have contacted their city officials regarding SATA BOD term expirations.</p>	<p>Will review next month.</p>
<ul style="list-style-type: none"> Direct Deposit _y__ Buschman ____ DeCaire _y__ Defever _y__ Tamayo _y__ Landers _y__ Morovitz _y__ Redmond ____ St. John _y__ Spring ____ VanRiper _y__ Cobley 	<p>Rice discussed Direct Deposit. Employees have requested this option for a long time. Rice can sign the application without Board chair signature. After the bank receives the application, it will take 1-2 weeks for processing. Each person will have to complete a form to indicate whether to accept direct deposit or not. Cost of direct deposit to SATA will be \$4.98 per month plus \$.30/transaction. Calculated expenses will be approximately \$26.00/month.</p> <p>Motion to approve using Direct Deposit by Buschman. Second by Cobley.</p>	<p>Motion passed.</p>
<ul style="list-style-type: none"> Bus Security Camera Policy DRAFT 	<p>Discussion: Suggested revisions were made to the draft by SATA Board. LAC suggested revisions to the draft were discussed.</p> <p>Motion to approve the SATA Bus Security Camera policy with recommended changes in language by Spring. Second by Buschman with pretense that Rice will email final draft copy to BOD members for final review.</p>	<p>Motion passed.</p>

<ul style="list-style-type: none"> Personnel Updates 	<p>Rice</p> <ol style="list-style-type: none"> 1. Dispatcher leaving July 13, 2016. 2. PT driver has resigned; however, will remain employed as a substitute driver. 3. Second dispatcher may be looking for another position. 4. Dispatcher posting has been available for about a week. A few resumes have arrived. Position posted through July 22. 	<p>Updates</p>
<ul style="list-style-type: none"> Discussion: Board Committees 1. Employee Public Relations Committee 2. Budget/Finance 	<ol style="list-style-type: none"> 1. Employee Public Relations Committee – no meeting this month due to lack of response. Postings will continue. 2. Budget/Finance – no need at this time. 	<p>No Discussion / No action needed.</p>
<ul style="list-style-type: none"> Any other matter that may properly come before the Board – Public Comment 	<ol style="list-style-type: none"> 1. Approved for United Way Grant. 2. Election for officers in September. New officers will take effect in October. 3. Defever will be absent in August. Cobley will take notes. 4. October 11 meeting will change to October 18, 2016; location, Caledonia Township Hall. 	<p>Information, no action needed.</p>
<ul style="list-style-type: none"> Board Member observations 	<p>Morovitz: shared family news, introduced herself to Spring</p> <p>Tomayo: shared family news, Christmas in July, “dinner of support”, August 10 at 5:30 at the Citadel.</p> <p>Landers: family news</p> <p>Spring: pass</p> <p>Buschman: shared family news</p> <p>Redmond: shared health news and family news</p> <p>Rice: passed</p> <p>Colby: corn competition</p> <p>Defever: shared appreciation for community employers as they accept more Workforce Innovation and Opportunity Act (WIOA) student workers for the summer.</p>	
<ul style="list-style-type: none"> Next Meeting, Tuesday, August 9, 2016, SATA Office Adjournment 	<p>Motion to adjourn at 8:15 PM by Buschman.</p> <p>Second by Defever.</p>	

Respectfully submitted,

Anne Defever

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
COUNCIL CHAMBERS, CITY HALL
MONDAY, JULY 25, 2016 – 7:00 P.M.**

CALL TO ORDER: Chairperson Bill Wascher called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE: Was recited.

ROLL CALL: Roll call was taken by Recording Secretary Roxane Cramer.

MEMBERS PRESENT: Chairman Bill Wascher, Vice-Chair Weaver, Commissioners Frank Livingston, Michael O'Leary, Tom Taylor.

MEMBERS ABSENT: Commissioners Michelle Collison, Tom Cook, Janae Fear and Brent Smith.

OTHERS PRESENT:

APPROVAL OF AGENDA:

**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER O'LEARY, TO APPROVE THE AGENDA FOR JULY 25, 2016 WITH THE FOLLOWING CHANGES: THE MINUTES TO BE APPROVED ARE MAY 23, 2106 NOT JUNE 27, 2016.
YEAS ALL. MOTION CARRIED.**

APPROVAL OF MINUTES:

**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE MINUTES OF MAY 23, 2016.
YEAS ALL. MOTION CARRIED.**

COMMUNICATIONS:

1. Staff memorandum.
2. PC minutes from May 23, 2016.
3. Sign ordinance from Fenton.
4. Role and responsibility of planning commission – Owosso ordinance.
5. Michigan Planning Enabling Act 33 of 2008.

COMMISSIONER/PUBLIC COMMENTS

None.

PUBLIC HEARINGS:

None.

SITE PLAN REVIEW:

1. **813 W Main Street – Studio Hue.**

Mark Lamphere explained to the commissioners he and his wife, Melissa, own the property at 813 West Main Street and are in the process of purchasing 815 and 817 West Main Street, and the property west of 813 West Main. They reside at 813 West Main above Studio Hue Salon. They

opened Studio Hue 5 years ago. The business has been very successful and they would like to add on to the rear of the building. The business employs 13 people and with the addition they would possibly employ more people. He introduced Jed Dingens, his architect, to explain the plan for the addition. There was a lengthy discussion about the plan and the amount of square feet for a loading zone because the property was about 40 square foot short of the required amount of space for the loading zone per the city charter.

MOTION BY COMMISSIONER O'LEARY, SUPPORTED BY COMMISSIONER TAYLOR THAT THE OWOSSO PLANNING COMMISSION HEREBY APPROVES THE APPLICATION FOR SITE PLAN REVIEW FOR STUDIO HUE, 813 W. MAIN STREET CONTINGENT ON A LAND SURVEY BEING DONE AND WITH THE FOLLOWING STIPULATION: THE LOADING ZONE WILL GO WITH THE PROPERTY TO THE SOUTH OF THE ALLEY.

AYES: Vice-Chair Weaver, Commissioners O'Leary, Taylor, Livingston, and Chairman Wascher.

NAYS: None.

ABSENT: Commissioners Collison, Cook, Fear and Smith.

BUSINESS ITEMS:

None.

ITEMS OF DISCUSSION:

1. Sign Ordinance Update.

Community Development Director Susan K. Montenegro reported that she had learned during the seminar that Rowe Engineering hosted that the City of Owosso sign ordinance is content based and should be based on size instead. The ordinance should be content neutral as well. For example, currently the sign ordinance if you're a realtor the sign can be a certain size, if the sign is on the side of a building it can be a certain size, if the sign is in front of a house it can be a different size. She likes the City of Fenton's sign ordinance it is straight forward and it is based on the zoning district. Ms. Montenegro will come back to the next meeting with a sign ordinance tweaked to be applicable to the City of Owosso to get the commission's feedback on it.

Vice Chair Weaver wondered if string lights should be in the sign ordinance and he also questioned if LED lights are covered under illuminated signs. Ms. Montenegro said she will get clarification on those issues and bring the answers to the next meeting.

2. Role and responsibility of planning commission according to Owosso Ordinance and Michigan Planning Enabling Act 33 of 2008.

Ms. Montenegro included a copy of this in the commission packets. Ms. Montenegro went through highlighting different points of the act.

COMMISSIONER/PUBLIC COMMENTS:

Ms. Montenegro shared with the commission she would like to bring some training in-house for the commission on a quarterly basis when they have a light meeting.

Vice Chair Weaver brought to Ms. Montenegro's attention that the Osburn Lakes Lots need mowing. Ms. Montenegro encouraged commission members to call if they notice any violations in the city. He also commented on the fact he had heard a lot of positive comments on the new building official.

Chairman Wascher commented that the fence was up at Qdoba. Ms. Montenegro said there were some issues with getting local utilities moved so that shoring installation could begin. Work will begin once that is done.

ADJOURNMENT:

**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO
ADJOURN AT 8:09 P.M. UNTIL THE NEXT MEETING.
YEAS ALL, MOTION CARRIED.**

Janae Fear, Secretary

rc

**PARKS AND RECREATION COMMISSION
SPECIAL MEETING
TUESDAY, JULY 26, 2016 – 7:30 p.m.
City Hall Council Chambers
301 W. Main St. Owosso, MI 48867**

- CALL TO ORDER:** Chairman Espich called the meeting to order at 7:30 p.m.
- PLEDGE OF ALLEGIANCE:** Was recited.
- ROLL CALL:** Was taken by Recording Secretary Roxane Cramer.
- MEMBERS PRESENT:** Chairman Mike Espich, Vice Chair Jeff Selbig, Commissioner Shane Nelson, Commissioner Kristen Woodbury, Commissioner Randy Woodworth.
- MEMBERS ABSENT:** None.
- OTHERS PRESENT:** Tim Law, citizen in support of the disc golf course; Jon Beebe and Eric Sanderson, designers of the disc golf course; Tyler Leppanen, Assistant Director of Community Development.
- APPROVAL OF AGENDA:** **COMMISSIONER NELSON MADE THE MOTION TO APPROVE THE AGENDA FOR JULY 26, 2016, WITH THE FOLLOWING CHANGES, REMOVAL OF ITEM OF BUSINESS NO.2 (THE FREE LIBRARY AT BENTLEY PARK BY GIRL SCOUT TROOP 30331) SUPPORTED BY VICE-CHAIR SELBIG.
AYES ALL, MOTION CARRIED**
- APPROVAL OF MINUTES:** **COMMISSIONER WOODBURY MADE THE MOTION TO APPROVE THE MINUTES FOR, THE SPECIAL MEETING OF JULY 12, 2016, SUPPORTED BY COMMISSIONER WOODWORTH.
AYES ALL, MOTION CARRIED**
- PUBLIC COMMENTS:** Tim Law stated he was there for support of the disc golf course. He said he has played disc golf on many courses throughout the United States. He has played on disc golf at the Golden Gate Park. It has two mountain bike courses, a walking course, and a running course. There aren't any problems with all the different courses there and millions of people use this park.
- Chairman Espich asked Mr. Leppanen to include information on the Golden Gate Park to include for council.

COMMUNICATIONS:

1. Staff memorandum
2. Minutes from March 28, 2016

BUSINESS:

1. River Clean-Up

Chairman Espich asked that this be included on the agenda. He encouraged members of the commission and their families to help with the river clean-up.

2. Skate Park Update

Mr. Leppanen explained he would be giving the Commission a memo on each item and doing a resolution on anything that will have an action.

Mr. Leppanen reported he contacted Spohn Ranch and asked them for a design using the Grove Holman Pool Site. Mr. Leppanen also requested from Spohn a design that would be \$100,000 less of an estimate because while talking to the DNR grants management person she indicated that the "Trust Fund Grant" would be highly unlikely to fund a skate park. She suggested using the Land and Water Fund for a grant possibility.

3. Consider changing time and Date of Parks and Recreation regular meetings.

Commissioners had a short discussion on changing the time and day of the meetings.

**MOTION BY VICE-CHAIR SELBIG TO AMEND THE BYLAWS FOR THE PARKS AND RECREATION COMMISSION MEETING TO BE HELD THE 4TH TUESDAY OF THE EACH MONTH AT 7:30 P.M., SUPPORTED BY COMMISSIONER WOODWORTH.
AYES ALL, MOTION CARRIED**

DISCUSSION:

None.

PUBLIC COMMENTS:

None.

ADJOURNMENT:

**VICE CHAIR SELBIG MADE THE MOTION TO ADJOURN AT 8:09 P.M.,
SUPPORTED BY COMMISSIONER WOODWORTH.
AYES ALL, MOTION CARRIED.**

**MINUTES
SPECIAL MEETING OF THE OWOSSO PLANNING COMMISSION
COUNCIL CHAMBERS, CITY HALL
MONDAY, AUGUST 8, 2016 – 7:00 P.M.**

CALL TO ORDER: Chairperson Bill Wascher called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE: Was recited.

ROLL CALL: Roll call was taken by Deputy City Clerk, Roxane Cramer.

MEMBERS PRESENT: Chairman Bill Wascher, Vice-Chair Craig Weaver , Commissioners Michelle Collison, Tom Cook, Janae Fear , Brent Smith and Tom Taylor.

MEMBERS ABSENT: Commissioners Frank Livingston and Michael O'Leary.

OTHERS PRESENT: Julie Wright and Scott Perrin from Perrin Construction; Susan Montenegro, Assistant City Manager/Community Development Director; Tyler Leppanen, Assistant Community Development Director; Members from the American Legion.

APPROVAL OF AGENDA:

**MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER COLLISON, TO APPROVE THE AGENDA FOR AUGUST 8, 2016, WITH THE FOLLOWING CHANGE: REMOVE THE MINUTES FROM THE JULY 25, 2016 MEETING.
YEAS ALL. MOTION CARRIED.**

APPROVAL OF MINUTES:

July 25, 2016- This item was removed from the agenda.

COMMUNICATIONS:

1. Staff memorandum.
2. Site Plan application - 201 E. Mason.
3. Staff site plan report – 201 E. Mason.

COMMISSIONER/PUBLIC COMMENTS

None.

PUBLIC HEARINGS:

None.

SITE PLAN REVIEW:

1. 201 E. Mason – American Legion

Ms. Montenegro explained that the American Legion Hall wants to add a patio on the northwest corner of the building.

Ms. Wright, from Perrin Construction, explained in detail the plan to commissioners. They are seeking approval for a patio with brick columns that match the building, and a black steel gate to enclose a patio seating area. There is also a plan to install a canopy over the exit at the northwest corner.

Commissioner Taylor questioned the how much grass was planned between the patio and the sidewalk. His concern was whether there would be enough grass to absorb rain water runoff. Ms. Wright explained they will slope the patio toward the grass and the canopy will be tied into the existing roof drain. Commissioner Taylor asked if the city had a formula for water runoff. Ms. Montenegro explained that she didn't know of a formula but said that the city engineer was also concerned about the water run off collecting on the sidewalk. She said the city engineer had asked if they had considered putting a drain in the patio area for underground drainage. Ms. Montenegro suggested that they discuss the rain water runoff with the city engineer.

MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER COLLISON THAT THE OWOSSO PLANNING COMMISSION HEREBY APPROVES THE SITE PLAN REVIEW OF 201 E. MASON STREET – AMERICAN LEGION, TO ALLOW THE ADDITION OF AN OUTSIDE PATIO WITH COVERED SEATING ON THE NORTHWEST CORNER CONTINGENT UPON DIRECTION AND APPROVAL BY THE CITY ENGINEER AS TO HOW RAIN WATER RUNOFF WILL BE HANDLED.

Roll Call Vote:

AYES: Commissioner Taylor, Vice Chair Weaver, Commissioners Cook, Collison, Smith, Fear, and Chairman Wascher.

NAYS: None.

ABSENT: Commissioners Livingston and O'Leary.

BUSINESS ITEMS:

1. None.

ITEMS OF DISCUSSION:

1. None.

COMMISSIONER/PUBLIC COMMENTS:

Commissioner Fear announced that she is running for city council.

Chairman Wascher shared that he did not appreciate the signage at Qdoba being left up for closure of a lane when it was not closed. Ms. Montenegro said she would contact them about it.

Vice Chair Weaver did comment that the lots at Osborn Lakes had been mowed.

Chairman Wascher welcomed Tom Cook to the Planning Commission.

Ms. Montenegro said they have two site plan reviews for the next meeting, the old Dollar General Building and the Sheridan Auction Service pole barn.

Commissioner Taylor pointed out the landscaping at the Dollar General Store is now dead and doesn't look good. Ms. Montenegro stated they can be made to replant and she will contact them.

Commissioner Taylor asked if the commission should be looking at more detail in the landscaping for future reference. Ms. Montenegro said the site plan review does talk about landscaping.

Ms. Montenegro reported that Tyler Leppanen has been working on "Request for Proposals" what it would cost to get the ordinances updated. Mr. Leppanen explained he will have more information at the next meeting. He has also been working on making the sign ordinance applicable for the City of Owosso.

Commissioner Cook asked if neighbors have to be notified for site plan reviews. Ms. Montenegro explained they do not have to be notified for site plan review but for rezoning it is a 300 foot radius around the property and a 15 day notice in advance. He asked if the neighbors would be notified for the Sheridan site plan review. Ms. Montenegro said she would reach out to the neighbors.

Commissioner Fear reported on a discussion at the last city council meeting. She stated the discussion was regarding a change to the ordinance on the parking of recreational vehicles. She asked if this should have been referred to planning commission. Ms. Montenegro explained that they requested it be brought for review to the next regular city council meeting.

Commissioner Fear also reported there was another ordinance discussed at the city council meeting. She asked Mr. Leppanen to explain that one.

Mr. Leppanen reported on the ordinance request from John & Rebecca Langtry. They requested that a garage be allowed to remain standing to store their lawn equipment to take care of their rental homes in that area. The house had burnt and Mr. Leppanen believes the Langtry's insurance company told them they need to demolish the house. The city denied their request of leaving the garage standing because it would be an accessory building without a residence and the city ordinance does not allow that. They went to the zoning board of appeals for a variance. The ZBA also denied it. The owners went to city council to see if they could overturn the ZBA's decision. Ms. Montenegro explained that the ZBA is a "quasi" judicial board and their ruling stands.

ADJOURNMENT:

**MOTION BY COMMISSIONER COOK, SUPPORTED BY VICE CHAIR WEAVER TO ADJOURN AT 7:39 P.M. UNTIL THE NEXT MEETING ON AUGUST 22, 2016.
YEAS ALL, MOTION CARRIED.**

Janae Fear, Secretary

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