

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, OCTOBER 17, 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 SEPTEMBER 30, 2016:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 3, 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

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

1. Change Order No. 2 - 2015 Double Chip Seal Contract. Authorize Change Order No. 2 to the 2015 Double Chip Seal Contract with Highway Maintenance, increasing the contract amount \$3,889.80 for the fog sealing of Lynn, Lillian, Ament, Stinson and Beehler Streets, and further authorize payment up to the amount of the contract, including Change Order Nos. 1 & 2, upon satisfactory completion of the work.

2. Bid Rejection – WWTP Heating System. Reject the bids received for the purchase and installation of a new heating system at the Waste Water Treatment Plant as the responses did not meet either the bid specifications or the budget parameters.
3. Bid Award - Automatic External Defibrillator. Approve bid award to Bound Tree Medical, LLC for one Philips HeartStart MRx Monitor Defibrillator in the amount of \$26,733.11 and further approve payment up to the bid amount upon satisfactory delivery of the equipment.
4. Flexible Spending Account Terms Adoption. Authorize acceptance of the terms governing the Flexible Spending Accounts available to City employees, with an effective date of January 1, 2017.
5. Warrant No. 530. Authorize Warrant No. 530 as follows:

Vendor	Description	Fund	Amount
William C. Brown, P.C.	Professional services- September 1, 2016 – September 30, 2016	Various	\$ 9,539.53
Logicalis, Inc	Network engineering services- September 2016	Various	\$ 5,488.00
Safebuilt, Inc.	Building department services- September 2016	General	\$10,400.00

ITEMS OF BUSINESS

1. Location Approval – Skate Park. Consider the recommendation of the Parks & Recreation Commission to place the new skate park in Grove Holman Park near the location of the former pool.
2. Downtown Loan Program Criteria Amendment. Consider amending the Downtown Owosso UDAG/CDBG Loan Program Criteria to add fire protection systems as an eligible activity.
3. Fire Service Line Policy. Establish a policy to assume the cost of installing water lines to the property line of downtown property owners at such time as a fire protection system is being installed.

COMMUNICATIONS

1. N. Bradley Hissong, Building Official. September 2016 Building Department Report.
2. N. Bradley Hissong Building Official. September 2016 Code Violations Report.
3. Kevin D. Lenkart, Public Safety Director. September 2016 Police Report.
4. Kevin D. Lenkart, Public Safety Director. September 2016 Fire Report.
5. Downtown Development Authority/Main Street. Minutes of September 7, 2016.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, November 07, 2016

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – term expires June 30, 2019
 Building Board of Appeals – Alternate - term expires June 30, 2018
 Historical Commission – term expires December 31, 2016

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 SEPTEMBER 30, 2016
6:00 P.M.**

The meeting was called to order at 6:08 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, 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.

ITEMS OF BUSINESS

Recreation Passport Grant Application Amendment

Assistant City Manager / Community Development Director Susan K. Montenegro explained that tonight's meeting was necessary to amend the Recreation Passport Grant application for improvements at Curwood Castle Park. She indicated the major change involved removal of the Curwood Cabin from the project with the funding previously dedicated to that task added to the City's in-kind contribution. She further noted minor amendments to the application narrative to more specifically detail the ADA compliant features that will be a part of the project. It is hoped said changes will increase the City's chance of receiving the grant.

Motion by Mayor Pro-Tem Eveleth to approve amended Resolution No. 25-2016 amending the Recreation Passport Grant Application for improvements to Curwood Castle Park as follows:

AMENDED RESOLUTION NO. 25-2016.1

**SEEKING A RECREATION PASSPORT GRANT RESOLUTION THROUGH
MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, Curwood Castle Park is noted as an historic attraction and destination point within the city of Owosso; and

WHEREAS, the park infrastructure is exceeding its useful life, and regular maintenance cannot effectively address some of its shortcomings; and

WHEREAS, the city of Owosso and its partners intend to rehabilitate the existing facilities, increase handicap accessibility and enhance the natural features of the park; and

WHEREAS, the city of Owosso and the Owosso Historical Commission are publicly and financially committed to carrying out the improvements in Curwood Castle Park; and

WHEREAS, the State of Michigan Department of Natural Resources is accepting Recreation Passport Grant applications for up to \$45,000 towards new or rehabilitated facilities for the purpose of “providing public outdoor recreation opportunities and infrastructure to support public outdoor recreation activity”.

NOW, THEREFORE, BE IT RESOLVED that the Owosso city council commits to supporting the capital rehabilitation funding proposal below and further directs staff to complete and submit an application to the Recreation Passport Grant Program through the Michigan Department of Natural Resources (MDNR).

Curwood Castle Park Renovation	
Contributor	Contribution
City Contribution	\$12,000
City In-Kind	\$13,300
Total Local Match	\$25,300
Grant Request	\$45,000
Total Grant Project	\$70,300

Motion supported by Councilperson Teich.

Roll Call Vote.

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

NAYS: None.

NEXT MEETING

Monday, October 03, 2016

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – term expires June 30, 2019

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

Historical Commission – term expires December 31, 2016

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 6:10 p.m.

Motion supported by Councilperson Teich 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 OCTOBER 3, 2016
7:30 P.M.**

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: PASTOR MARLENE WEBSTER
CITY CHURCH

PLEDGE OF ALLEGIANCE: MAYOR BENJAMIN R. FREDERICK

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

ABSENT: None.

APPROVE AGENDA

Motion by Mayor Pro-Tem Eveleth to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 19, 2016

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of September 19, 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

Marlene Webster introduced herself as the Executive Director of Shiawassee Hope, a new organization that is putting together a county-wide report on substance abuse in the county. She invited everyone to a presentation of the report on November 2nd at 4:30pm, Baker Welcome Center Room B.

Nick Pidek, owner of Foster Coffee, relayed his dismay with the complete lack of communication regarding the Consumers Energy project currently underway throughout the downtown. He said he had received no notice that the project would involve the closure of the street in front of his business, possibly for a number of days. He inquired how a project this extensive was permitted without the involvement of downtown business owners and wanted to know what would be done to prevent such issues from happening in the future.

Becky Langtry, owner of the property at 202 S. State Street, said she would like to see the issue with her property resolved and not dragged out any longer.

Mike Cline, 621 Wright Avenue, reported that a large tree had fallen on power lines near the water treatment plant and needs attention to prevent a power outage.

In response to Mr. Pidek's comments it was noted that as a utility company Consumers Energy has an open permit that allows them to undertake work anytime, anywhere. Staff agreed to find out what work would be happening going forward. Council suggested that downtown businesses receive notice through Owosso Main Street when a project may disrupt their business. It was also suggested that the City request that Consumers make all project plans available for downtown projects.

Mayor Pro-Tem Eveleth inquired who is responsible for patching the holes that Consumers puts in City streets. Staff noted that the City performs the work and bills Consumers.

In response to Ms. Langtry's request there was a significant discussion regarding the complexity of the situation brought about by the presence of multiple issues, the options open to the Langtry's given the ZBA's decision regarding the property, potential unintended consequences of changing the ordinance to allow an accessory structure without a main structure, and making sure there is a clear indication of next steps for the Langtry's. It was concluded that the Langtry's must file a case in circuit court if they want to appeal the ZBA decision and the Council desires a review of the Code by the Planning Commission to determine if a City-wide change is appropriate.

There was a question regarding enforcement of the law in regard to other parcels in the City without main structures. It was noted that some of the situations in question may have existed for a very long time and the reasoning in each case would have to be researched separately.

Mayor Frederick said he was very happy to hear the announcement that the Cargill/Sonoco project and the Armory redevelopment project have been approved for funding and will be moving forward. The City needs to make sure that it continues to foster local businesses, as well as ensure that City staff continues to be of high caliber to service the needs of residents and businesses (in light of numerous recent employee retirements).

CITY MANAGER REPORT

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

CONSENT AGENDA

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

Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Donald Crawford	Shiawassee River Trail Joint Powers Committee	TBD
Susan Montenegro	Shiawassee River Trail Joint Powers Committee - Alternate	TBD

Contract Extension – Auditing Services. Authorize a one year extension of the Professional Services Agreement with Rehmann Robson, PLLC for the provision of Financial Audit Services at a cost not to exceed \$22,600.00, and further authorize payment up to the extension amount upon successful completion of the audit as follows:

RESOLUTION NO. 120-2016

**RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF ENGAGEMENT WITH
REHMANN ROBSON, CERTIFIED PUBLIC ACCOUNTANTS,
TO AUDIT FISCAL YEAR ENDING JUNE 30, 2016**

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

WHEREAS, obtaining certified public accountants to prepare the audit of the financial statements is necessary and it is hereby determined that Rehmann Robson, PLLC, are qualified to provide such services;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN:

- FIRST: that the city of Owosso has heretofore determined that engaging Rehmann Robson, PLLC, certified public accountants, is advisable and necessary, to conduct and prepare an audit of the basic financial statements for the city of Owosso, Michigan;
- SECOND: that the letter of engagement between the city of Owosso and Rehmann Robson, attached as Exhibit A for a cost not to exceed \$22,600 is hereby approved; and
- THIRD: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as Exhibit A for the city of Owosso.
- FOURTH: Payment of \$22,600 is hereby approved upon successful completion of the audit from the various funds being audited.

Change Order No. 3 – Gould Street Resurfacing Contract. Authorize Change Order No. 3 to the Gould Street Resurfacing Contract with Pyramid Paving Company, decreasing the overall contract amount by \$73,938.55, amending the contract to include additional work due to conditions found in the field and balancing quantities of various contract pay items, and further authorize payment up to the amount of the change order upon satisfactory completion of the work as detailed:

RESOLUTION NO. 121-2016

**AUTHORIZING CHANGE ORDER NO. 3
TO THE CONTRACT WITH PYRAMID PAVING COMPANY
FOR RESURFACING OF GOULD STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract to Pyramid Paving Company on March 7, 2016 for resurfacing of Gould Street; and

WHEREAS, the City has requested additional work from Pyramid Paving Company due to conditions found in the field; and

WHEREAS, the City and Pyramid Paving Company have agreed on final quantities of contract pay items as result of measurements taken in the field.

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

- FIRST: The City of Owosso amends the contract with Pyramid Paving Company to include additional work and the balancing of contract pay items.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially

in form attached as Exhibit D, Contract Change Order No. 3 to the Contract for Services between the City of Owosso and Pyramid Paving Company, decreasing the total amount by (\$73,938.55).

THIRD: The accounts payable department is authorized to pay Pyramid Paving Company for work satisfactorily completed up to the amount of the contract including Change Order No. 3.

FOURTH: The above expenses shall be paid from a combination of MDOT Transportation Economic Development Fund-Category F funds, 2010 Unlimited Obligation Bond Proceeds Account No. 202-463-818000 and other funds as appropriated.

Bid Award – Former Eastside Cleaners Vapor Barrier Installation. Approve bid award to TSP Services, Inc. dba TSP Environmental for the installation of a vapor barrier at the former Eastside Cleaners site in the amount of \$28,030.00 and further approve payment to the contractor upon completion of the project or portion thereof as follows:

RESOLUTION NO. 122-2016

AUTHORIZING THE EXECUTION OF A CONTRACT FOR VAPOR BARRIER INSTALLATION AT THE FORMER EASTSIDE CLEANERS WITH TSP SERVICES, INC. DBA TSP ENVIRONMENTAL

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that redevelopment of the former Eastside Cleaners location, also known as the Qdoba project, is necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids for vapor barrier installation work at the site; a bid was received from TSP Environmental; and it is hereby determined that TSP Environmental 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 TSP Services, Inc., d/b/a TSP Environmental, for the vapor barrier installation work to be performed at the former Eastside Cleaners location.

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 TSP Services, Inc., d/b/a TSP Environmental in the amount of \$28,030.00.

THIRD: The accounts payable department is authorized to pay TSP Services, Inc., d/b/a TSP Environmental up to the contract amount upon satisfactory completion of the project or portion thereof.

FOURTH: The above expenses shall be paid from the District #16 Qdoba OBRA Fund, account 276-000-401.407.

Bid Award — Ambulance Cot. Approve bid award to Kodiak Emergency Vehicles for the purchase of one Stryker 6506 Power-Pro XT Demo Unit Cot for the Fire Department in the amount of \$15,693.00 and authorize payment to the vendor upon satisfactory receipt of the equipment as detailed below:

RESOLUTION NO. 123-2016

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF ONE STRYKER AMBULANCE COT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has fire department requiring the use of ambulance cots; and

WHEREAS, said cots must be periodically replaced due to general wear and tear; and

WHEREAS, the City of Owosso sought bids for the purchase of an ambulance cot; a bid was received from Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles and it is hereby determined that Kodiak Emergency Vehicles is qualified to provide such equipment 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 theretofore determined that it is advisable, necessary and in the public interest to purchase one (1) Styker Power-Pro XT Cot Model # 6506 Demo Unit from Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles in the amount of \$15,693.00.
- SECOND: The contract between the City and Kodiak Emergency Vehicles shall be in the form of a City purchase order and bid documents.
- THIRD: The above expenses shall be paid from the Fire Division Equipment fund 101-335-978.000.
- FOURTH: The Accounts Payable department is authorized to make payment to Kodiak Emergency Vehicles in the amount of \$15,693.00 upon satisfactory delivery of the cot.

Purchase Authorization — Fire Department Pick-up Truck. Waive competitive bidding requirements, authorize the purchase of one 2017 Ford F250 in the amount of \$28,217.00 from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso via Macomb County Contract No. 71-15, and authorize payment up to the quoted amount upon satisfactory delivery of said vehicle as detailed below:

RESOLUTION NO. 124-2016

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
THE PURCHASE OF A FIRE VEHICLE WITH
SIGNATURE AUTO GROUP OF OWOSSO**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a fire department requiring the use of fire vehicles; and

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

WHEREAS, the City of Owosso may waive competitive bidding requirements when purchasing equipment in coordination with another municipality; and

WHEREAS, the City of Owosso desires to purchase one new 2017 Ford F250 vehicle from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso, holder of the contract for emergency vehicles with Macomb County.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase one 2017 Ford F250 vehicle from Signature Auto Group of Owosso, utilizing the Macomb County Cooperative Contract No. 71-15.
- SECOND: City staff are instructed and authorized to carry out the purchase of the above named vehicle from Signature Auto Group of Owosso in the amount of \$28,217.00.
- THIRD: The accounts payable department is authorized to pay Signature Auto Group of Owosso up to the quoted amount upon satisfactory delivery of the vehicle.
- FOURTH: The above expenses shall be paid from the Fire Division Capital Outlay fund 101-335-978.000.

Warrant No. 495. Authorize Warrant No. 495 as follows:

Vendor	Description	Fund	Amount
State of Michigan-MDOT	Local progress billings for paving work along west North St.	Streets/ Water	\$108,080.62
Orchard Hiltz & McCliment Inc.	Water reliability study	Water	\$ 2,239.00
Shiawassee Area Transportation Agency	FY 2016/2017 local funding commitment	General	\$ 34,658.31

Motion supported by Councilperson Greenway.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

Planning Commission Recommendation Re: Recreational Vehicle Parking

Motion by Mayor Pro-Tem Eveleth to pass on the opportunity to take action to amend Sect. 38-379(8) – Accessory buildings, governing the parking of recreational vehicles in residential districts, based on the recommendation of the Planning Commission.

Motion supported by Councilperson O'Leary and concurred in by unanimous vote.

Development of Educational Plan for Street Bond

City Manager Crawford indicated people were needed to help promote the bond question and Council members needed to talk up the question.

Councilperson Fox noted his efforts to promote the issue. He said he was disappointed that more people aren't getting involved saying street repairs will only get more expensive in the future if nothing is done now.

COMMUNICATIONS

Randy J. Chesney, City Engineer. Letter to residents regarding the Oliver Street Reconstruction Project. Planning Commission. Minutes of August 22, 2016.

Parks & Recreation Commission. Minutes of August 23, 2016.

CITIZEN COMMENTS AND QUESTIONS

Nick Pidek, 308 E. Oliver Street, inquired about the meeting for Oliver Street residents affected by the upcoming street reconstruction project. He was given the pertinent information.

Becky Langtry, owner of 202 S. State Street, inquired whether they would be permitted to put an apartment on the top floor of the barn remaining at 202 S. State Street. It was suggested she speak with the Building Official regarding the matter.

Councilperson Greenway said she sympathized with Mr. Pidek and assured him that Council knows local businesses are important.

NEXT MEETING

Monday, October 17, 2016

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – term expires June 30, 2019

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

Historical Commission – term expires December 31, 2016

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:29 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk



MEMORANDUM

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

DATE: October 17, 2016
TO: Owosso City Council
FROM: Mark Sedlak, Director of Public Services
SUBJECT: Highway Maintenance Change Order No. 2

RECOMMENDATION:

I find the cost reasonable for the addition of Lynn, Lillian, Ament, Stinson and Beehler Streets to the list of streets that will receive fog seal over chip seal treatment as part of the 2015 Double Chip Seal contract with Highway Maintenance and recommend accepting Change Order No. 2 in the amount of \$3,889.80 (increase) that amends the contract and changes the contract amount to \$156,493.96.

BACKGROUND:

This work is necessary to improve the surface quality of various streets, as recommended by the City's pavement management consultant. This amount is for streets added onto the 2015 contract for Double Chip Seal.

FISCAL IMPACTS:

Funds for this work are available in the Local Street Maintenance Account No. 203-463-728000.

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 2 FOR
THE FOG SEAL OF DOUBLE CHIP SEAL STREETS
WITH HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Highway Maintenance and Construction Company on July 20, 2015 for the chip sealing of various streets in Owosso; and

WHEREAS, the City has requested additional work from Highway Maintenance and Construction Company to fog seal the following previously chip sealed streets: Lynn, Lillian, Ament, Stinson and Beehler.

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

- FIRST: The City of Owosso amends the contract with Highway Maintenance and Construction Company to add the additional work noted above to their contract.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit C, contract Change Order No. 2 to the contract for services between the city of Owosso, Michigan and Highway Maintenance and Construction Company in the amount of \$3,889.80 (increase). This change results in a revised contract amount of \$156,493.96.
- THIRD: The accounts payable department is authorized to pay Highway Maintenance and Construction Company for work satisfactorily completed on the program up to the contract amount, including Change Order Nos. 1 & 2.
- FOURTH: The above expenses shall be paid from the Local Street Maintenance Fund.

**CITY OF OWOSSO
CONTRACT CHANGE ORDER NO. 2**

Page 1 of 1

TO: Highway Maintenance _____

Date: 10/11/2016

CONTRACT: 2015 Double Chip Seal _____

PROJECT NO.: _____

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

1 Item No.	2 Description - Quantities, Units, Unit Prices, Completion Schedule, Etc.	3 Decrease Contract Price	4 Increase Contract Price
1	Seal Double Chip (No Change in Change Order No. 2		
2	(-30) HRS of Sweeping of Chip Seal Street @ \$140.00/HRS	\$4,200.00	
3	Traffic Control No Change in Change Order No. 2		
	ADDITIONAL WORK		
	Fog Sealing of Street @ \$8,089.80		\$ 8,089.80
	Change in contract price due to this Change Order		
	Total Decrease	(\$4,200.00)	XXXXXXXXXXXX
	Total Increase	XXXXXXXXXXXX	\$8,089.80
	Difference between Co. 3 & 4		\$3,889.80
	Net INCREASED contract price		\$3,889.80

Original Contract Price:	\$ 121,719.68
Total Net Addition or Deduction by previous C.O. No. 1	\$ 30,884.48
Total Amount of Contract Prior to this Change Order:	\$ 152,604.16
Net Addition or Deduction this Change Order No. 2	\$3,889.80
Net Amount of Contract to date:	\$ 156,493.96

This 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.

Recommended by: _____ **Approved by:** _____

Accepted by: _____

**PERIODIC COST ESTIMATE
CITY OF OWOSSO
301 W. MAIN
OWOSSO, MI 48867**

Page 1 of 2 Pages

1. Estimate No.:

2 FINAL

4. Date Prepared

8/9/2016

5. Period Ending

8/14/2016

2. Sponsor's Name

CITY OF OWOSSO

3. Sponsor's Address

301 W. MAIN

OWOSSO, MI 48867

6. Project No.

7. Name of Project

2015 Double Chip Seal

8. Location of Project:

Various Street

9. State:

Michigan

10. Name of Contractor

Highway Maintenance

11. Address of Contractor

P.O. Box 74411

Romulus, MI 48174

12. Work Performed Under:

Lump Sum Contract: ☐

Unit Price Contract: ☒

Force Account: ☐

13. Description of Work

Double Chip Seal on various street

14. Sponsor's Contract No.

15. Original Estimated Cost this Contract or Force Account

\$121,719.68

16. Completion Time:

17. Percent Physical Completion

18. Dates

a. Notice to Proceed

b. Work to Commence

c. Completion Date

d. Est. or Actual Completion
129%

19. No of Days Contractor is

a. Ahead

b. In Arrears

20
Item
No.

21. Description of Item

22. LATEST REVISED DETAILED ESTIMATE

a. Quantity

b. Unit

c. Unit Price

d. Amount

23. WORK PERFORMED TO DATE

a. Quantity

b. Amount

c. %

1	Seal Double Chip	32534	SYD	\$ 3.52	\$ 114,519.68	41308	\$ 145,404.16	127%
2	Sweeping of Chip Seal Streets	30	HRS	\$ 140.00	\$ 4,200.00		\$ -	0%
3	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	100%
	ADDITIONAL WORK							
	Fog Sealing of Street						\$ 8,089.80	
					SUB TOTAL		\$ 156,493.96	
					LESS PREVIOUS PAYMENT		\$ 148,404.16	
					TOTAL DUE		\$ 8,089.80	

24. CERTIFICATION OF CONTRACTOR

I hereby certify that the work performed and materials supplied to date, as shown on this periodic cost estimate, represent the actual value of accomplishment under the terms of this contract in conformity with approved plans and specification; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above.

BY:

Date

Name of Contractor

Signature

Title

25. ACKNOWLEDGMENT AND CONCURRENCE OF PROJECT ENGINEER

I have examined this periodic cost estimate and concur in the certificate of the contractor.

Date

Signature, Director of Public Services



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

MEMORANDUM

DATE: For October 17, 2015 City Council Meeting (Consent Agenda)

TO: Owosso City Council

FROM: Glenn M. Chinavare, Utility Director

RE: Replacement Heating System Bid at Wastewater Treatment Facility

The City of Owosso recently went out to bid for a roof top mounted replacement Heating System for the main building at the Wastewater Treatment Facility. Only two (2) bids were received, whereby one (1) bid was in compliance with advertised requirements and outside the project budget amount, and the other bid was not submitted in accordance with bid requirements. Staff is in the process of re-bidding this project with minor revisions to specifications.

I recommend City Council reject the current bid(s).

RESOLUTION NO.

**AUTHORIZING THE REJECTION OF BIDS RECEIVED FOR
THE ROOF TOP REPLACEMENT HEATING SYSTEM AT
THE WASTEWATER TREATMENT FACILITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires a replacement Heating System for the Wastewater Treatment Facility main building; and

WHEREAS, the City of Owosso sought bids for the Heating System; two bids were received, with one bid substantially over the budgeted amount for the project and the other bid was not in compliance with bid submission requirements.

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

FIRST: The current bid(s) be rejected.

SECOND: New bids will be sought immediately using adjusted bid specifications.



MEMORANDUM

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

DATE: October 11, 2016

TO: Mayor Frederick and the Owosso City Council

FROM: Kevin Lenkart, Chief of Public Safety

SUBJECT: Automatic External Defibrillator

RECOMMENDATION:

City staff recommends council approve the purchase of one automatic external defibrillator to be used for patient care. The defibrillator recommended for purchase is a Philips HeartStart MRx Monitor Defibrillator at a cost of \$26,733.11. The defibrillator will be purchased from Bound Tree Medical, LLC located in Dublin, Ohio.

BACKGROUND:

The City went out to bid through MITN for the defibrillator and received three submissions as follows: Bound Tree Medical, SOS Technologies, and Zoll Medical. The bid from from SOS Technologies did not meet our bid specifications. Bound Tree Medical, LLC submitted the lowest responsible bid at \$26,733.11. Staff recommends purchase approval of the Philips HeartStart MRx Monitor Defibrillator from Bound Tree Medical, LLC.

The new defibrillator will be placed in our new ambulance and will be an added resource for Owosso Fire personnel to provide quality medical care to the patients that we serve.

FISCAL IMPACTS:

Payment for this purchase shall come from account 101-335-978.000

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
PURCHASE OF ONE PHILIPS HEARTSTART MRx MONITOR DEFIBRILLATOR
FROM BOUND TREE MEDICAL, LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has fire department requiring the use of a portable heart monitor/defibrillator; and

WHEREAS, bids were solicited and Bound Tree Medical, LLC responded with the lowest bid that fulfilled all the bid specifications.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase one (1) Philips HeartStart MRx Monitor Defibrillator at a price of \$26,733.11.
- SECOND: The contract between the city and Bound Tree Medical, LLC shall be in the form of a city purchase order and bid documents.
- THIRD: Payment to Bound Tree Medical, LLC is authorized in an amount not to exceed \$26,733.11 upon satisfactory delivery of the defibrillator.
- FOURTH: The above expenses shall be paid from the Fire Division Equipment fund 101-335-978.000.

CITY OF OWOSSO BID TABULATION SHEET

DATE 10/4/2016

DEPT. PUBLIC SAFETY

SUBJECT: PORTABLE MONITOR/DEFIBRILLATOR

				SOS TECHNOLOGIES		BOUND TREE MEDICAL		ZOLL MEDICAL CORP	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MONITOR/DEFIBRILLATOR	1	EA	\$ 19,109.36	\$ 19,109.36	24,199.77	\$ 24,199.77	\$ 31,390.26	\$ 31,390.26
2	CARBON MONOXIDE DETECTION	1	EA	\$ 1,100.00	\$ 1,100.00		\$ -	\$ 3,535.86	\$ 3,535.86
3	TOTAL EQUIPMENT				\$ 20,209.36		\$ 24,199.77		\$ 34,926.12
4	WARRANTY/SRVC PLAN-OPTIONAL 5 YEARS	1	EA	\$ 2,790.00	\$ 2,790.00	2,533.34	\$ 2,533.34		\$ 5,596.00
5	TOTAL W/WARRANTY/SRVC PLAN				\$ 22,999.36	4 YEAR WARRANTY PLAN	\$ 26,733.11		\$ 40,522.12
								MONITOR/DEFIBRILLATOR W/CO AS ORIGINAL EQUIPMENT WARRANTY	
									\$ 33,913.91
									\$ 5,596.00
								TOTAL	\$ 39,509.91
TOTAL BID									

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

GENERAL LIABILITY INSURANCE

HEAD:

EXPIRATION DATE:

AWARDED:

PURCH.

WORKERS COMPENSATION INSURANCE

COUNCIL

AGENT:

EXPIRATION DATE:

APPROVED:

STAFF

SOLE PROPRIETORSHIP

REC.:

EXPIRATION DATE:

PO NUMBER:



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

MEMORANDUM

DATE: October 10, 2016

TO: City Council

FROM: Jessica B. Unangst, Director of HR & Administrative Services

RE: City of Owosso Flexible Spending Plan

Attached is an updated Service Agreement for the City of Owosso's Flexible Spending Plan. Over the past seven years we have utilized Employee Benefit Concepts (EBC) to administer our flexible spending account (FSA) plans (both health and dependent care). I have reviewed all documents and have worked with EBC to update the language as it relates to the City of Owosso (the Business Associate Addendum has already been approved back in 2013 and does not change, just included for your information). These documents are updated on an annual basis. I recommend approval and authorization of the Flexible Spending Plan.

RESOLUTION ADOPTING THE CITY OF OWOSSO FLEXIBLE SPENDING PLAN

WHEREAS, the city of Owosso, a Michigan municipal corporation, provides a cafeteria plan for its employees;

WHEREAS, under the tax laws of the United States of America the city council must adopt a resolution for the calendar year effective January 1, 2017 and subsequent years;

NOW THEREFORE, the city council of the city of Owosso, Michigan (the employer) resolves:

First, that the form of Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2017 presented and attached is approved and adopted and that the duly authorized agents of the city are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Second, that the Administrator is instructed to take such actions that they deem necessary and proper to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

Third, the undersigned certifies that attached as Exhibit A, are true copies of the *City of Owosso Flexible Spending Plan* approved and adopted in this resolution.

Fifth, that all prior resolutions and documents for the *City of Owosso Flexible Spending Plan* are rescinded as of January 1, 2017.

Passed and approved by the city council of the city of Owosso, Michigan this 10th day of October 2017.

**EMPLOYEE BENEFIT CONCEPTS, INC.
CONSULTING AND THIRD PARTY ADMINISTRATOR SERVICE AGREEMENT**

THIS AGREEMENT made by and between **City of Owosso** (hereinafter referred to as the "Employer") and Employee Benefit Concepts, Inc. (hereinafter referred to as "Third Party Administrator" or "TPA").

RECITALS

WHEREAS, the Employer has adopted and sponsors a Flexible Spending Account Plan(s) (the "Plan") for its employees and the dependents of participating employees and has agreed to provide certain benefits through the Plan;

WHEREAS, under the Plan, the Employer as the administrator has the authority to appoint, hire others to perform and/or delegate the duties it provides under the Plan

WHEREAS, the Employer is desirous that the TPA furnish certain services to the Plan with respect to the benefits to be provided under the Plan; and

WHEREAS, the Employer is executing this Agreement on behalf of itself and the Plan.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Employer and the TPA hereby agree as follows:

**SECTION I
PLAN**

Wherever, in the Agreement reference is made to the term "Plan" it shall mean the benefits provided under the Flexible Spending Account Plan of the Employer as furnished to TPA from time to time by the Employer and as defined in the Flexible Spending Account Plan Document(s).

**SECTION II
SERVICES TO BE PROVIDED BY THE TPA**

During the continuance of this Agreement, the TPA shall provide those certain services to the Employer relating to the administration of the plan as outlined in the Fee Schedule appended hereto as Exhibit A and incorporated herein.

**SECTION III
RESPONSIBILITIES OF THE EMPLOYER AND TPA**

(A) It is understood that the Employer retains all final authority and responsibility for the Plan and its operation and that the TPA is empowered to act on behalf of the Plan and the Employer in connection with the Plan only as expressly stated in this Agreement or as mutually agreed to in writing by the Employer and the TPA.

(B) The Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as it may be amended; from time to time requires "covered entities" to have contracts with its "business associates." Employer has signed the Agreement on behalf of itself and the Plan. Since the Plan is a Covered Entity, it must have a contract with TPA as its Business Associate. Exhibit "B," which is a business associate agreement and which is attached to this Agreement, is hereby added to and deemed a part of this Agreement. The meanings of the terms "covered entities" and "business associates" are as defined in HIPAA.

(C) The TPA shall, when reasonable, advise the Employer of matters which come to its attention involving potential legal actions involving the Plan and shall promptly advise of legal actions commenced against the Plan which come to its attention. The defense of any legal action involving a claim for benefits under the Plan shall not be the obligation of the TPA under this Agreement, but it is understood and agreed that the TPA shall fully cooperate with the Plan in defense of any action arising out of matters related to this Agreement.

(D) The TPA shall discharge its duties with respect to the Plan covered under this Agreement solely in the interest of the Plan, the Employer and participants of the Plan with the ordinary care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like characteristics and with like aims, and in accordance with the Plan documents, to the extent they are consistent with applicable provisions of applicable law. Further, TPA shall only be liable for losses, damages, expenses, or claims arising out of or with respect to this Agreement for the performance of any obligations or any functions in the administration of the Plan resulting from or arising out of the fraudulent, intentional, criminal or negligent acts or omissions of the TPA, or its employees.

(E) The Employer agrees to indemnify and hold harmless the TPA and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees resulting from, or arising out of or in connection with, a claim for benefits under the Plan during the continuance of this Agreement unless it is determined that the liability therefore resulted from or arose out of the fraudulent, intentional, criminal or negligent acts or omissions of the TPA, or its employees.

(F) If it is determined that any payment had been made under this Agreement to an ineligible employee or dependent, or if it is determined that an incorrect amount has been paid by the TPA, the TPA will make a diligent attempt to recover the payment but the TPA will not be required to initiate or continue any court proceedings for any such recovery.

SECTION IV DUTIES OF THE EMPLOYER

(A) Unless otherwise provided in Exhibit A, it shall be the obligation of the Employer (pursuant to MLA Section 550.932) to provide a written notice to each individual covered by the Plan, which notice shall contain the following information:

- (i) What benefits are being provided;
- (ii) Changes in benefits;
- (iii) The fact that individuals covered by the Plan are not insured, or are only partially insured, as the case may be;

(iv) If the Plan is not insured, the fact that in the event the Plan or the Employer does not ultimately pay medical expenses that are eligible for payment under the Plan for any reason, the individuals covered by the Plan may be liable for those expenses;

(v) The fact that the TPA merely processes claims and does not insure that any medical expenses of individuals covered by the Plan will be paid; and

(vi) The fact that complete and proper claims for benefits made by individuals covered by the Plan will be promptly processed, but that in the event there are delays in processing claims, the individuals covered by the Plan shall have no greater rights to interest or other remedies against the TPA than as otherwise afforded them by law.

(B) In order for the TPA to perform the benefit payment and other services for the Plan as set forth in this Agreement, the Employer shall furnish to the TPA certain information concerning the Plan and employees and dependents covered under the Plan as may from time to time be required by the TPA and shall furnish monies in a timely fashion to carry out the requirements of the Plan.

(C) It shall be the sole obligation of the Employer and the Plan to comply with all provisions of HIPAA. TPA will abide by the terms of HIPAA relating to Business Associates.

SECTION V EFFECTIVE DATE; AGREEMENT PERIOD

(A) This Agreement shall be effective as of January 1, 2017 and continue until December 31, 2017 ("Initial Year") unless continued in accordance with Section (B) below.

(B) At the expiration of the Initial Year, or at the expiration of any year thereafter during which this Agreement is in effect, this Agreement shall be automatically renewed for a period of one (1) year under the same terms and conditions as were in effect for the year immediately preceding such renewal, unless written notice is given sixty (60) days in advance of the expiration of any such Plan year by either the TPA or the Employer to the other party to this Agreement.

SECTION VI TPA SERVICE CHARGES

(A) In consideration of the TPA providing the services provided for under this Agreement, the Employer agrees to pay the TPA those fees as provided for in the Fee Schedule.

(B) In addition to the TPA fees as set forth on Exhibit A, the Plan shall reimburse the TPA for any premium taxes, or other charges or fees in connection therewith assessed against the TPA with respect to any benefit payments made by the TPA under the Plan and this Agreement.

**SECTION VII
EXAMINATION OF RECORDS**

Subject to the provisions of Exhibit "B," the Employer shall have the right, upon reasonable request, to examine any records of the TPA relating to the services provided hereunder: provided, however, that any examination of participant payment records shall be carried out in a manner agreed to between the Employer and the TPA designed to protect the confidentiality of the participant.

**SECTION VIII
BENEFIT ENTITLEMENT DETERMINATION**

(A) During the continuance of this Agreement, all requests for benefit payments under the Plan will be made to the TPA. The TPA shall determine the entitlement of any participating employee requesting benefits under the Plan. Such determination will be made in accordance with the Plan documents.

(B) With respect to any person who makes a request for benefits which is denied, the TPA will notify said person of the denial and of his or her right of review of the denial, in a manner agreed to between the Employer and the TPA designed to satisfy the requirements of the Employee Retirement Income Security Act of 1974, as amended.

**SECTION IX
GENERAL ADMINISTRATION**

The TPA's personnel will be available to assist the Employer in connection with the general administration of the Plan, including assistance as to the enrollment of eligible Employees under the Plan and administration and record keeping systems for the ongoing operation of the Plan.

**SECTION X
MAINTENANCE AND RETURN OF RECORDS**

The TPA shall maintain all records in connection with its administration of the plan. In the event of discontinuance of this Agreement, any such records in possession of the TPA shall be forwarded to the Employer as soon as practicable, but in any case, within forty-five (45) days of the date of discontinuance.

**SECTION XI
DEFAULT; TERMINATION**

(A) The occurrence of any of the following events shall constitute a default under this agreement:

- (i) Assignment. TPA shall neither assign, transfer nor convey this

Agreement nor suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the Employer. If the TPA purports to affect any assignment or transfer without the written consent of the Employer, the Employer may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement.

(ii) TPA makes, or has made, any gross misrepresentation to the Employer including inducing the Employer to enter into this Agreement.

(iii) TPA materially defaults in the performance of any other obligations under this Agreement.

(iv) TPA or any of its directors or officers shall have performed or have been guilty of fraudulent or criminal conduct in their administration under this Agreement.

(B) Upon occurrence of any of the events set forth in Paragraph XI (A), the Employer may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective sixty (60) days after the Employer gives written notice to the TPA of any of the events set forth above.

(C) The TPA will use its best efforts to provide the services contemplated by this Agreement.

SECTION XII TERMINATION

If this Agreement is terminated for any reason, TPA at the Employer's expense shall assist in the transition to a successor third party administrator so as not to unduly interrupt or disrupt the business of the Plan. TPA shall provide such assistance for a period of sixty (60) days, during which time the TPA will be paid reasonable compensation for time actually spent.

SECTION XIII GOVERNING LAWS

This Agreement shall be deemed to have been made and entered into in the State of Michigan, and all rights and obligations of the parties hereto shall be governed by and constructed in accordance with the laws of the State of Michigan.

**SECTION XIV
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between TPA and the Employer in respect of the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between TPA and the Employer in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the TPA or the Employer is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon the TPA or the Employer unless in writing and signed by the TPA and the Plan.

**SECTION XV
EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the Employer and the TPA have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so.

Dated at _____, Michigan this _____ day of _____, 20_____.

WITNESS:

City of Owosso

By: _____

Title: _____

Employee Benefit Concepts, Inc.
A Group Resources, Inc.
A Michigan Corporation

By: _____

Title: _____

BUSINESS ASSOCIATE ADDENDUM

SECTION I PREAMBLE

City of Owosso Employee Health Benefit Plan ("Covered Entity") and Employee Benefit Concepts, Inc, a Group Resources® Company ("Business Associate") (jointly "the Parties") wish to modify the Administrative Services Agreement ("Agreement") to incorporate the terms of this Addendum to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (*i.e.*, the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules ("the Implementing Regulations")), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as "the HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

SECTION II DEFINITIONS

- (a) "*Breach*" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) "*Business Associate Subcontractor*" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) "*Electronic PHI*" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (d) "*Limited Data Set*" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 - 1) Names;
 - 2) Postal address information, other than town or city, state, and zip code;
 - 3) Telephone numbers;
 - 4) Fax numbers;
 - 5) Electronic mail addresses;
 - 6) Social security numbers;

- 7) Medical record numbers;
 - 8) Health plan beneficiary numbers;
 - 9) Account numbers;
 - 10) Certificate/license numbers;
 - 11) Vehicle identifiers and serial numbers, including license plate numbers;
 - 12) Device identifiers and serial numbers;
 - 13) Web Universal Resource Locaters (URLs);
 - 14) Internet Protocol (IP) address numbers;
 - 15) Biometric identifiers, including finger and voice prints; and
 - 16) Full face photographic images and any comparable images.
- (e) "*Protected Health Information*" or "*PHI*" shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.
- (f) "*Security Incident*" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (g) "*Unsecured Protected Health Information*" shall mean, as defined in 45 C.F.R. §164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.
- (h) All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

SECTION III GENERAL TERMS

- (a) In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- (b) Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.
- (c) Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

SECTION IV SPECIFIC REQUIREMENTS

(a) Flow-Down of Obligations to Business Associate Subcontractors

Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) Privacy of Protected Health Information

- (i) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations" as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

- (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(e)(ii) below.
- (2) Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.

- (ii) *Business Associate Obligations.* As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:

- (1) the *use* relates to:
 - (a) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or
 - (b) data aggregation services relating to the health care operations of the Covered Entity; or
- (2) the *disclosure* of information received in such capacity will be made in

connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

(iii) *Minimum Necessary Standard and Creation of Limited Data Set.*

Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(iv) *Access.*

In accordance with 45 C.F.R. §164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) *Disclosure Accounting.*

Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(vi) *Amendment.*

Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.

(vii) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.*

If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) *Return or Destruction of PHI.*

Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) *Availability of Books and Records.*

Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Addendum.

(x) *Termination for Breach.*

- (1) Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Addendum.
- (2) Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.

(c) Information and Security Standards

(i) Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.

(ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

(iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:

- (1) Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;
- (2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
- (3) Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(e)(iii)(1);
- (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate

the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(e)(iii)(2);

- (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI;
- (6) Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this Addendum with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
- (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) Compliance with HIPAA Transaction Standards

(i) *Application of HIPAA Transaction Standards.*

Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Addendum for the Covered Entity. As provided for in Section 4(a) above, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:

- (1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- (2) Adds any data element or segment to the maximum defined data set;
- (3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- (4) Changes the meaning or intent of the Standard Transaction's implementation specification.

(ii) *Specific Communications.*

Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "Enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between

Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(iii) Communications Between the Business Associate and the Covered Entity.

All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(e) Notice and Reporting Obligations of Business Associate

(i) Notice of Non-Compliance with the Addendum.

Business Associate will notify Covered Entity within 60 calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(ii) Notice of Breach.

Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 60 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

- (1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.
- (2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) Reporting Obligations.

- (1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 60 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity

a report that will:

- a. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
- b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
- c. Identify the PHI accessed, used, or disclosed (*e.g.*, name; social security number; date of birth);
- d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;
- e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
- f. Provide such other information, including a written report, as the Covered Entity may reasonably request.

- (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4); (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

(iv) Termination.

- (1) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
- (2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

(v) Continuing Privacy and Security Obligations.

Business Associate's and the Covered Entity's obligation to protect the privacy and security of the

PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

City of Owosso

By: Jessica B. Unangst

Title: Dir. of HR

Date: 10-8-13

Employee Benefit Concepts, Inc. a Group Resources® Company

By: Thomas A. Byrd

Title: President / CEO

Date: 10/15/13

City of Owosso

Exhibit A

January 1, 2017 - December 31, 2020

Compliance/Legislation

Discrimination Testing (as required)
Initial Preparation Flexible Spending Account Plan Document/Summary Plan Description

Re-enrollment

Employee Group Meetings
Communication Materials
Enrollment Forms
Claim Forms (available via paper or online)
Pre-addressed Return Envelopes
System Data Loading

Administration

Initial System Plan and Data Programming/Set Up
Payroll Posting/Reconciliation (to each employee account)
Claim Administration (via mail/fax/email)
Check Writing/Printing ACH Direct to Participants*
Monthly Bank Account maintenance/Reconciliation**
Eligibility Administration (adds/terms/change in status via paper or online)
On Line Statement to Employees
Claim Forms (available via paper or online)
Postage
COBRA Administration/Termination Notification
Employee/Employer Account Access via Internet
Toll Free Telephone Support Service Number (outside 248 area code)
Employer Management Reporting (via paper or online)
Annual Information for Form 5500 Filing if required

Fee Schedule

Initial one-time plan implementation services are \$800.00 payable on or before the effective date of the TPA Agreement.

5 Year Administration Fee Schedule as follows:

Plan Years 1/1/16 – 12/31/18: \$5.25 per participant per month with a minimum of \$100.00, whichever is greater, invoiced upon the commencement of TPA service.

Plan Years: 1/1/19 – 12/31/20: \$5.50 per participant per month with a minimum of \$100.00, whichever is greater, invoiced upon the commencement of TPA service.

Re-enrollment services of \$300.00 are payable annually in advance of the applicable plan year(s).

Take Care Debit Card \$15.00 per year per family to be paid by employee at the employee's discretion.

Fees for required amendments to Plan Document/Summary Plan Description will be quoted at the time of the applicable occurrence.

This fee schedule is exclusive of printing, travel and ongoing administrative costs, bank fees**, which will be invoiced monthly as incurred.

* Daily or weekly as determined between TPA and Employer. **Net monthly bank charges will be billed to the employer/employee, as determined between the TPA and Employer upon each applicable charge.

Signature for City of Owosso

Signature for EBC, Inc.
A Group Resources® Company

Date_____

Date_____



Warrant 530 October 11, 2016

Vendor	Description	Fund	Amount
William C. Brown, P.C.	Professional services-September 1, 2016 – September 30, 2016	Various	\$ 9,539.53
Logicalis, Inc	Network engineering services-September 2016	Various	\$ 5,488.00
Safebuilt, Inc.	Building department services-September 2016	General	\$10,400.00
Total			\$25,427.53



MEMORANDUM

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

DATE: October 12, 2016
TO: Mayor Frederick and the Owosso City Council
FROM: Susan Montenegro
Asst. City Manager/Community Development Director
SUBJECT: Location Approval – Skate Park

RECOMMENDATION:

The Owosso Parks and Recreation Commission formally recommends placing the new skate park in Grove Holman Park near the former location of the pool.

BACKGROUND:

The current skate park is located on the corner of Allendale Street and Wright Avenue. Many of the fixtures are rusted and the fixtures have sunk into the asphalt, making the skate park dangerous. The current location is also prone to flooding as it is in the flood plain. The Owosso Parks and Recreation Commission, in conjunction with many boarders and bikers, have explored the placement of a new skate park in the city of Owosso. At their last regularly scheduled meeting, the Parks and Recreation Commission passed a motion to formally recommend Grove Holman Park as the site of the new skate park. This formal recommendation will help staff in applying for grants in the future needed to build the skate park.

FISCAL IMPACTS:

There are no fiscal impacts at the moment as this is a request to approve this location.

Document originated by: Susan Montenegro

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE PLACEMENT OF A NEW SKATE PARK
AT GROVE HOLMAN PARK**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Parks & Recreation Commission met September 27, 2016 and recommends approval of Grove Holman Park as the location for the new skate park yet to be built; and

WHEREAS, the new skate park 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 and Recreation Commission, along with staff, will be seeking funding for the new skate park through donations and future grants.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan approves the location, as stated above.

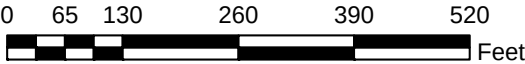
BE IT FURTHER RESOLVED THAT the city council hereby permits members of the Parks and Recreation Commission to solicit funds and grants for this project in accordance with city ordinance and policy.

City of Owosso

Grove Holman Park



October 12, 2016





MEMORANDUM

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

DATE: October 13, 2016

TO: City Council

FROM: Donald Crawford, city manager

SUBJECT: Resolution revising the downtown Owosso UDAG/CDBG loan program criteria by adding fire protection systems as an eligible activity

RECOMMENDATION:

The proposal is to add fire protection systems to the eligible activities for which loans are available in the Owosso Downtown DDA district.

BACKGROUND:

Since 1994 the city has made loans available to downtown businesses and property owners. Building codes now require fire protection systems to be installed in most buildings. The addition would make loans available to businesses and property owners to install fire protection systems, usually some type of sprinkler system is required. Once installed the property owner should have a reduction in insurance rates to recover the installation costs within five to seven years. The recovery would be more than sufficient cover the loan.

FISCAL IMPACTS:

The fiscal impact would be to draw down on the available funds. In return the city would receive interest which over time will build the fund to a higher level.

SPECIAL NOTE: The program manual has been modified to read better and to correct grammar. The program manual should be referred to the loan committee to address such things as interest rates (which are very confusing), loan amounts (which may be outdated), and equity and private contributions (which conflict within the document).

RESOLUTION NO.

**RESOLUTION REVISING THE DOWNTOWN OWOSSO UDAG/CDBG LOAN PROGRAM CRITERIA
BY ADDING FIRE PROTECTION SYSTEMS AS AN ELIGIBLE ACTIVITY**

WHEREAS, in 1994 the city of Owosso established the Downtown Owosso UDAG/CDBG Loan Program for projects within the Owosso Downtown Development Authority district; and

WHEREAS, from time to time the program criteria and guidelines need to be revised; and

WHEREAS, a major concern in the district is fire protection, which is enhanced through the installation of fire protection systems, which has not been an eligible activity under the Downtown Owosso UDAG/CDBG Loan Program.

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

FIRST: The Downtown Owosso UDAG/CDBG Loan Program be amended to include fire protection systems as an eligible activity.

SECOND: The attached program manual be adopted and supersede any previously-adopted program manuals.

DOWNTOWN OWOSSO UDAG/CDBG PROGRAM CRITERIA

Effective November 1, 2016

Introduction

The city council in 1994 established a loan program to help property owners and businesses within the Owosso Downtown Development Authority (DDA) district to carry out projects which meet established criteria.

Eligible activities for program use The emphasis shall be on loans, with an exception for architectural review of barrier-free and code compliance issues, shall be on loans that extends the program life and directs funds to projects that have bankable qualities. The activities listed below are eligible uses of the block grant fund within the DDA district:

- 1) Removal of barriers that restrict the mobility and accessibility of persons with disabilities--principally elevators
- 2) Historic site preservation
- 3) Upper story housing
- 4) Upper story access evaluation and design (forgivable loans).
- 5) Retail remodeling
- 6) Blighted real property acquisition, including inappropriately developed, undeveloped, or sites appropriate for rehabilitation or beautification
- 7) Historic sign preservation
- 8) Environmental studies and investigations
- 9) Fire protection systems

The above are eligible allocations under the 1974 Housing and Community Development Act that maintains control over the variety of uses available for this fund.

Applications Applications will be accepted at all times. Applications should be complete before submission. If returned for additional information, such information must be submitted within 30 days or the entire application will be returned. A new application may be submitted at a later date.

Security Loans may be subordinated to secured commercial and governmental loans and grants. Debt coverage for borrower collateral is required unless waived by the downtown loan committee. Applicants must pass ordinary credit criteria applied by local lenders. References to prime interest rates in the criteria mean the prime rate as published in *The Wall Street Journal*.

The city council of the city of Owosso is ultimately responsible for the disposition of the funds; however, the fund is restricted to the permitted uses listed in the 1974 Housing and Community Development Act. The council may seek advisory recommendations from the DDA for the structure of the loan program.

Program Manual The city council is responsible for the adoption of this program manual which may be amended from time-to-time. The city council shall approve a downtown loan committee appointed by the mayor. The committee shall consist of two individuals who represent two different downtown lending institutions, and the mayor or the mayor's appointee from the city council, and the community development director or his/her designee.

The committee shall make decisions on loan and grant applications based on the manual's loan criteria. Loan

workouts for delinquent loans shall be accomplished through the bank lenders on the committee and be based on private lending practices. The city council must approve any exceptions to the criteria. City staff from the building department shall act as the intake office for project proposals and manage the loan portfolios. Annually the city council shall receive a report on the loan program with details of project character, extent and payment performance of the loans (if available).

Loan Proceeds and Administrative Fees With the exception of administrative fees, all loan proceeds shall be reapplied to the block grant fund for use in future projects that comply with this program manual.

Approvals Approvals for a loan or grant will remain valid for 90 days following loan committee action. If the loan or grant has not been closed within 90 days, the approval becomes void and a new application must be submitted.

Specific criteria and additional terms for loan types.

I. BUSINESS DEVELOPMENT LOANS

Business development loans shall downtown projects that achieve the following:

- a) The project is consistent with the long-term development plan for public and private improvements in the downtown area and has received documented support from a financial institution or the Shiawassee Regional Chamber of Commerce Small Business Resource Center.
- b) The business type is a retail outlet that expands the use of downtown vacant space or converts existing space to a priority retail concept, or
- c) The business type is an economic base service industry that exports projects or services outside the Shiawassee County area, creates five (5) or more new full-time jobs, and uses a building zoned and planned not to disrupt the primary retail spaces of the downtown.

The loan conditions and terms include--

- 1) The ratio of all other private and public funds in relationship to the UDAG funds shall be at least 1:1. The ratio will be lessened to .75:1.25 for retail projects located on Washington Street between Comstock Street and Mason Street. The ratio also applies to buildings within the DDA district with a vacancy of at least 24 months.
- 2) The maximum loan amount shall be based on available funds for the fiscal year when the project is considered for funding. The minimum loan amount is \$10,000. Loan terms shall be at a fixed rate at prime for a term not to exceed seven years. The rate shall be reduced to one point below the prime rate for projects located on Washington Street between Comstock Street and Mason Street. The rate reduction also is available to buildings in the district with a vacancy greater than 24 months.

II. BARRIER-FREE PROJECTS

Projects in this category are eligible if the structure is multistory and has a floor area of at least 4,000 square feet per floor. Adjoining buildings can qualify as meeting this standard by combining areas with one elevator. Barrier-free access to upper story spaces and within upper story spaces can be achieved through a direct development loan provided that:

- a) The applicant owns the property.

- b) The proposed upper story use advances an interest expressed in plans and policies of the DDA;
The loan conditions and terms include--
 - 1) The maximum loan for this type of improvement is \$65,000. The minimum loan shall be \$10,000.
 - 2) The loan term shall be no greater than 15 years and have a fixed rate of 40% of prime but not less than 3%.

Note: Barrier-free access improvements for lavatories, ramps, aisle space, doorways, and the like are eligible activities when associated with other projects listed in this manual.

III. PRESERVATION OF HISTORIC SITES

The preservation of historic sites is an eligible loan activity of the fund under the following provisions:

- a) The improvements are restoration-based for interior and/or exterior work according to the applicant's plan of restoration. The loan committee shall, in its sole judgment or per a recommendation from the Owosso Downtown Historic District Commission, qualify the adequacy of the restoration plan and may establish requirements for improved planning before authorizing a loan.
- b) The building is an historically eligible structure as defined by the U.S. Department of Interior Secretary's Standards or is a contributing structure in the Owosso Downtown Historic District Commission district.

The loan conditions and term are--

- 1) The maximum loan amount for this program may not exceed \$50,000. The minimum loan amount is \$3,000. The applicant must apply to the project costs a minimum of 25% of the UDAG loan amount to the project or invest that amount in other building improvements in the same year as the restoration project.
- 2) The loan term shall not exceed 12 years and the rate is fixed at 40% of prime but not less than 3%.

IV. UPPER STORY RESIDENTIAL LOANS

Upper story apartment developments within the downtown district are eligible for a loan under the following criteria:

- a) The minimum square footage per apartment unit is 800 square feet for a basic loan and 1,200 square feet for an inducement loan.
- b) There would be two loans types available--
 - 1. *Basic Loan*
 - i) A maximum of \$12,500 per apartment of public loan funds. No minimum for private funds.
 - ii) Term is a 10-year amortization rate with a five-year balloon.
 - iii) The rate is one point below prime. The loan committee shall be empowered to grant an extension for a second five-year term at prime plus one, taking into consideration the need for a loan workout settlement and adequacy of collateral coverage.
 - iv) Air conditioning of the unit is required.
 - v) Cable/smart wiring connection in every habitable room except the bath is required.
 - 2. *Inducement Loans*
 - i) A maximum of \$15,000 per apartment of public loan funds. No minimum for private funds.
 - ii) Term is a 10-year amortization rate with a five-year balloon.
 - iii) Rate is 4% fixed, with an extension of the balloon allowed under the same conditions as the basic loan.

- iv) Air conditioning of the unit is required.
- v) Cable connection with high speed internet opportunity in at least one room is required.
- vi) The apartment must have at least two (2) of the following amenities:
 - Laundry hookups
 - Dishwasher
 - Loft style design
 - Bicycle storage in secured areas of the ground floor or basement.
 - Rooftop garden or patio—minimum of 100 square feet
 - Balcony with wrought iron railing.
 - Indoor stove top grill
 - Hardwood floors
 - Jacuzzi bath
 - Skylight window

The applicant may propose alternatives for committee evaluation.

- c) Loan applicants with private parking alternatives will be considered for apartment loans before other applicants.

V. UPPER STORY ACCESS GRANTS

Upper story access grants are intended to provide professional evaluations and plans for resolving design, accessibility and building code issues. Criteria for this grant opportunity are as follows:

- a) Buildings with less than 2,500 square feet per floor will be limited to a \$2,500 grant. A sliding scale for buildings larger than 2,500 square feet per floor would proceed as follows—

2,500-4,000 sq.ft.....	\$ 3,000
4,000 sq. ft. and over.....	\$ 5,000

The owner shall deposit \$1,000 of the grant or 50% of the study cost, whichever is less, into escrow with the city. The funds shall be refunded without interest if the study considers the development feasible and the development is carried out within 18 months of the completion of the study. Feasibility shall be determined by the architect/engineer in his/her sole discretion.
- b) If the cost of a complete access/code study is greater than the permitted amounts, the building owner must pay the balance of what a study would cost for that building. That information shall be provided before undertaking a project to allow the building owner to cancel a request for funding.
- c) Two or more buildings combined into a single access/code study concept would have the limits increased by \$1,000.
- d) The city may contract for the work with the owner's consent on the selected architect/engineer.
- e) Maximum loans are \$5,000 and shall be made available on a first qualified/first serviced basis.

III. RETAIL REMODELING LOANS.

A building owner may be eligible for this loan for projects that upgrade a building condition that will modernize the structure for retail use or reverse a deteriorating condition. Examples include sign repair, mechanical and electrical systems, roof work, partitions, windows, alcoves, doors, and painting. This program is different from the business development loan focused on working capital and purchase of inventory and fixtures.

A loan request up to \$50,000 is allowed. An equivalent private source of money is required. The interest rate is 40% of prime but not less than 3% at a fixed rate with a maximum term of seven (7) years. For buildings in the nine-block core area with at least a 24-month vacancy, the loan rate shall be reduced to 1%.

IV. ACQUISITION OF PROPERTY

The loan fund shall be used for city council-authorized acquisitions of property when a project pro forma shows a return to the revolving loan fund of at least 50% of the acquisition costs through sale of the property. Sale terms may include financing at prime-plus-one rate up to a ten-year term, and subordination if collateral coverage is adequate as determined by the project credit analyst. Eligible properties shall include any parcel within the DDA district that advances the purposes of the plans and policies of the district. The general policy for an eligible property is that it should be blighted, inappropriately developed, undeveloped, or appropriate for rehabilitation or beautification of urban land.

V. HISTORIC SIGN PROGRAM

For buildings 50 years or older, historic sign restoration or establishment may benefit from one of two programs:

- a) For loans that involve any of the other loan features of the revolving loan program, the borrower will receive an interest credit of \$1,000 applied to the initial two years' interest of the loan repayments.
- b) For buildings that will only change the sign in conformance with the design standards, the borrower will receive a 50% rebate for the cost of the sign but not exceeding \$1,000. The source of funds will be taken from interest earnings from the existing program.

Program Eligibility and Limits

- 1) An eligible tenant or building owner in the nine-block core area may apply. Buildings over 50 years old in the balance of the downtown are eligible.
- 2) In any one year, if funds are not committed to the historic buildings by April 30 of that fiscal year, all other buildings may apply for the credit or loan enhancement.
- 3) In any one year there is a \$6,000 cap of funding eligibility. Funds will be distributed on a first qualified, first served basis.
- 4) An eligible building must be in legal compliance with city codes and ordinances.

Program Standards

- 1) The DDA shall adopt the sign standards at the beginning of the program year. The standards are to become established in deference to available reference materials from the U.S. Department of Interior Main Street program and/or other recognized authorities of sign design. All signs must also conform to standards of the Owosso Downtown Historic District Commission (HDC).
- 2) An applicant is qualified through a letter of intent to request the rebate and subsequent action to acquire final approval no less than six weeks after submission of the letter of intent.
- 3) The downtown loan committee shall certify conformance with the sign standards and notify the applicant of that acceptance.
- 4) The rebate will be paid to the sign owner within two weeks of installation.

VI. ENVIRONMENTAL STUDIES AND INVESTIGATIONS

The investigation and documentation of contaminants for sites is an eligible loan activity of the fund under the following provisions:

- a) The applicant owns the property.
- b) The proposed use advances an interest expressed in plans and policies of the DDA;
- c) The building or site has an existing brownfield plan, is documented to be contaminated, or is otherwise shown to the committee to be known or strongly suspected of being contaminated.

The loan conditions and term are:

- 1) The maximum loan amount for this program may not exceed \$10,000. The minimum loan amount is \$2,000.
- 2) The loan term shall not exceed seven (7) years and the rate is fixed at 6%.
- 3) The property owner/developer shall acquire the services of an accredited environmental site investigation firm qualified to conduct business in the state of Michigan. The costs of Phase I and Phase II site investigation shall meet the costs generally imposed for that professional service.
- 4) To be eligible for reimbursement, the property owner shall provide copies of invoices and the results of the environmental site investigation(s) to the city of Owosso.
- 5) To protect property owner liability, the site investigations shall be current and completed in the time frame required under the laws of the state of Michigan.
- 6) If the project is not undertaken within 18 months of the disbursements for the environmental site investigations, the loan committee will retain the exclusive right to require the loan and accumulated interest to be paid in full.
- 7) The loan committee may require tax increment collateral support for the loan through an applicable brownfield plan and/or the loan committee may impose other forms of collateral with the property owner, which at a minimum shall include a promissory note.

VII. FIRE PROTECTION SYSTEMS

Applicants may apply for loan assistance to meet code requirements related to fire protection systems in downtown properties.

- 1) The maximum loan amount for this program may not exceed \$30,000. The minimum loan amount is \$3,000.
- 2) The loan term shall not exceed 15 years and the rate is fixed at 40% of prime but not less than 3%.



MEMORANDUM

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

DATE: October 13, 2016
TO: City Council
FROM: Donald Crawford, city manager
SUBJECT: Resolution establishing policy for fire service lines

RECOMMENDATION:

Enact a policy which provides that the city will make a tap to the water main and extend a fire protection line to the property line in the Owosso Downtown Development Authority district.

BACKGROUND:

Most buildings in the downtown now require the installation of a fire protection system when uses change or when there is second story usage. In most cases the system is a sprinkler or fog system which requires a separate connection to the water system. The city ordinances and policy statements along with the fire and building codes are somewhat confusing because different wording is used for the same thing: fire service, sprinkler line, fire line, etc.

There are various charges for such lines which would remain the same: usage, standby, demand and capital charges.

FISCAL IMPACTS:

The water system would be absorbing a cost which in most cases is a cost of the property owner. The cost for most downtown installations will be \$3,000 to \$5,000. This cost will eventually be recouped by the city through the standby and capital charges.

RESOLUTION NO.

RESOLUTION ESTABLISHING POLICY FOR FIRE SERVICE LINES

WHEREAS, building and fires codes of the city of Owosso often require the installation of fire sprinkler systems in the Owosso Downtown Development Authority district;

WHEREAS, the city of Owosso has established connection charges for fire service, fire protection and fire line services along with schedules for usage, standby, demand and capital charges; and

WHEREAS, a major concern is the cost of connecting the fire service, fire protection or fire lines to the city water main and extending the water service to the property line

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

FIRST: The city of Owosso water system will assume the cost of making the connection and extending the fire service, fire protection or fire line from the city water main to the property line at such time as a fire protection system is being installed.

SECOND: The schedules for fire service, fire protection or fire line services, along with schedules for usage, standby, demand and capital charges, are not modified.

To: Owosso City Council
 From: Brad Hissong, Building Official
 Date: 10/03/2016

Building Department Report for September, 2016

Category	Estimated Cost	Permit Fee	Number of Permits
Churches-New & Alt	\$4,000	\$110	1
Demolition	\$0	\$490	1
Electrical	\$0	\$3,610	14
Garage, detached	\$10,000	\$170	1
Mechanical	\$0	\$4,670	29
Non-Res. Add/Alter/Repair	\$1,313,975	\$17,666	6
Plumbing	\$0	\$2,870	21
Res. Add/Alter/Repair	\$141,320	\$3,218	16
Sign	\$0	\$34	1
VACANT PROPERTY REGI	\$0	\$100	1
ZONING COMPLIANCE CE	\$3,036	\$610	8
Totals	\$1,472,331	\$33,548	99

2015 COMPARISON TOTALS

		BUILDING PERMITS ONLY	-	27
SEPTEMBER, 2015 TOTALS	\$242,603	\$13,292		70

Enforcements By Category

10/03/16

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SEPTEMBER, 2016

ANIMALS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0703	1324 BROADWAY AV	COMPLAINT LOGGED	Resolved	09/07/16	09/22/16	Y
Total Entries:				<u>1</u>		

AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0690	325 N GOULD ST	LETTER SENT	Resolved	09/01/16	09/12/16	N
ENF 16-0695	831 BROADWAY AV	LETTER SENT	Resolved	06/06/16	09/13/16	N
ENF 16-0697	111 OAKWOOD AV	LETTER SENT	Resolved	09/06/16	09/22/16	N
ENF 16-0717	415 E KING ST	RESOLVED	Resolved	09/15/16	09/26/16	N
ENF 16-0754	820 S CHIPMAN ST	REF TO TYLER	REF TO TYLER	09/27/16		N
ENF 16-0762	1025 S CHIPMAN ST	REF TO TYLER	REF TO TYLER	09/29/16		N
Total Entries:				<u>6</u>		

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0711	1407 STINSON ST	RESOLVED	Resolved	09/13/16	09/14/16	Y
ENF 16-0726	114 N WASHINGTON ST	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	09/19/16		N
ENF 16-0732	110 ELLIOT ST	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	09/20/16		Y
ENF 16-0735	110 ELLIOT ST	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	09/20/16		Y
ENF 16-0761	408 GUTE ST	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	09/29/16		N
Total Entries:				<u>5</u>		

GARBAGE & DEBRIS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0719	1307 STATE ST	LETTER SENT	LETTER SENT	09/15/16		VAC
ENF 16-0748	603 BROADWAY AV	REF TO POLICE	REF TO POLICE	09/26/16		N
ENF 16-0757	625 N SAGINAW ST	LETTER SENT	LETTER SENT	09/28/16		N

Enforcements By Category

10/03/16

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SEPTEMBER, 2016

ENF 16-0696	1115 DINGWALL DR	REF TO TYLER	Resolved	09/02/16	09/13/16	N
ENF 16-0698	649 ADAMS ST	LETTER SENT	LETTER SENT	09/06/16		N
ENF 16-0702	635 MARTIN ST	LETTER SENT	Resolved	09/07/16	09/22/16	N
ENF 16-0704	427 GROVER ST	REF TO TYLER	Resolved	09/07/16	09/22/16	Y
ENF 16-0705	556 RANDOLPH ST	REF TO TYLER	Resolved	09/08/16	09/22/16	N
ENF 16-0706	634 N WASHINGTON ST	RESOLVED	Resolved	09/08/16	09/22/16	Y
ENF 16-0707	403 RANDOLPH ST	LETTER SENT	Resolved	09/09/16	09/22/16	N
ENF 16-0708	134 S CHIPMAN ST	REF TO DPW	WO Submitted	09/12/16		Y
ENF 16-0713	1025 ISHAM ST	REF TO TYLER	REF TO TYLER	09/14/16		N
ENF 16-0729	909 ADAMS ST	LETTER SENT	LETTER SENT	09/19/16		VAC
ENF 16-0738	728 N PARK ST	REF TO TYLER	REF TO TYLER	09/21/16		N
ENF 16-0740	1509 YOUNG ST	REF TO TYLER	REF TO TYLER	09/22/16		Y
ENF 16-0743	1309 BROADWAY AV	LETTER SENT	LETTER SENT	09/22/16		Y
ENF 16-0744	119 S CEDAR ST	LETTER SENT	LETTER SENT	09/22/16		Y
ENF 16-0752	625 N SAGINAW ST	LETTER SENT	LETTER SENT	09/27/16		N
ENF 16-0753	118 S CHIPMAN ST	REF TO POLICE	REF TO TYLER	09/27/16		Y
ENF 16-0755	432 E MAIN ST A	REF TO TYLER	REF TO TYLER	09/27/16		Y

Total Entries: 20

LAWN MAINTENANCE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0691	420 E EXCHANGE ST	CLOSED	Resolved	09/01/16	09/09/16	N
ENF 16-0692	1311 MACK ST	REF TO TYLER	REF TO TYLER	09/01/16		N
ENF 16-0693	921 S SHIAWASSEE ST	REF TO TYLER	REF TO TYLER	09/01/16		N
ENF 16-0694	803 N CHIPMAN ST	CLOSED	Dismissed	09/01/16	09/01/16	N
ENF 16-0699	213 N CEDAR ST	CLOSED	Resolved	09/07/16	09/16/16	N
ENF 16-0700	635 GLENWOOD AV	CLOSED	Resolved	09/07/16	09/14/16	N
ENF 16-0701	651 GLENWOOD AV	CLOSED	Resolved	09/07/16	09/16/16	Y

Enforcements By Category

10/03/16

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SEPTEMBER, 2016

ENF 16-0709	200 E MAIN ST	CLOSED	Resolved	09/12/16	09/21/16	V
ENF 16-0710	900 ADAMS ST	CLOSED	No Violation	09/12/16	09/13/16	N
ENF 16-0715	419 HAMBLIN ST	INVOICED	Resolved	09/15/16	09/20/16	V
ENF 16-0716	120 S OAK ST	INVOICED	Resolved	09/15/16	09/20/16	V
ENF 16-0718	1301 STATE ST	WO SENT	WO Submitted	09/15/16		N
ENF 16-0720	421 HURON ST	CLOSED	Dismissed	09/15/16	09/16/16	N
ENF 16-0721	410 S CHIPMAN ST	INVOICED	Resolved	09/16/16	09/20/16	N
ENF 16-0722	134 S CHIPMAN ST	INVOICED	Resolved	09/16/16	09/20/16	V
ENF 16-0723	616 GLENWOOD AV	INVOICED	Resolved	09/16/16	09/20/16	VL
ENF 16-0724	221 W STEWART ST	INVOICED	Resolved	09/16/16	09/20/16	V
ENF 16-0725	1600 W STEWART ST	CLOSED	Dismissed	09/16/16	09/19/16	N
ENF 16-0727	400 MAPLE AV	INVOICED	Resolved	09/19/16	09/22/16	N
ENF 16-0728	304 MONROE ST	CLOSED	Dismissed	09/19/16	09/20/16	Y
ENF 16-0730	1600 W MAIN ST	CLOSED	Resolved	09/19/16	09/29/16	Y
ENF 16-0731	1013 RYAN ST	CLOSED	Resolved	09/20/16	09/29/16	Y
ENF 16-0733	315 GENESEE ST	WO SENT	WO Submitted	09/20/16		N
ENF 16-0734	630 GRAND AV	WO SENT	WO Submitted	09/20/16		Y
ENF 16-0736	1265 N SHIAWASSEE ST	CLOSED	Resolved	09/21/16	09/27/16	N
ENF 16-0737	902 N CHIPMAN ST	REF TO DPW	INSPECTION PENDIN	09/21/16		Y
ENF 16-0739	909 ADAMS ST	SENT LETTER	LETTER SENT	09/21/16		Y
ENF 16-0741	1013 LINGLE AV	WO SENT	WO Submitted	09/22/16		Y
ENF 16-0747	830 WILKINSON ST	SENT LETTER	LETTER SENT	09/23/16		N
ENF 16-0749	112 E RIDGE ST	SENT LETTER	LETTER SENT	09/26/16		Y
ENF 16-0750	318 MONROE ST	SENT LETTER	LETTER SENT	09/26/16		Y
ENF 16-0751	1119 S SHIAWASSEE ST	SENT LETTER	LETTER SENT	09/26/16		Y
ENF 16-0756	1307 STATE ST	SENT LETTER	LETTER SENT	09/27/16		VAC
ENF 16-0759	401 HURON ST	REF TO DPW	INSPECTION PENDIN	09/29/16		N

Enforcements By Category

10/03/16

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SEPTEMBER, 2016

Total Entries: 34

MISC.

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0714	441 E MASON ST	RESOLVED	Resolved	09/15/16	09/15/16	VAC
ENF 16-0745	211 S CEDAR ST	REF TO DON C	Complaint Logged	09/22/16		N
ENF 16-0746	610 BROADWAY AV	REF TO TYLER	REF TO TYLER	09/22/16		N

Total Entries: 3

MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0712	824 S PARK ST	LETTER SENT	LETTER SENT	09/14/16		Y
ENF 16-0760	401 HURON ST	REF TO TYLER	Complaint Logged	09/29/16		N

Total Entries: 2

RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0742	822 MILWAUKEE ST	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	09/22/16		?

Total Entries: 1

ZONING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 16-0758	641 MARTIN ST	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	09/29/16		Y

Total Entries: 1

Total Records: 73

Total Pages: 4

Enforcements By Category

SEPTEMBER, 2016

10/03/16

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RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental

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

APTS - Apartment Building

COMM - Commercial

REPO - Repossession

TRAIL - Trailer Park

VAC - Vacant House

VL - Vacant Lot

IND - Industrial

HOME OCC - Home Occupied



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MEMORANDUM

DATE: October 6, 2016

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: September 2016 Police Report

Attached are statistics for the police department for September 2016. This report includes activity for the month of September and year-to-date statistics. Also attached is a list of Field Contacts, which are incidents that the police are dispatched to that require no further follow-up than the officers initial response.

Additionally, Burning Reports with no violations found and with citations issued for September are attached as well.



Case Assignment/Clearance Report For September, 2016

SEPTEMBER 2016

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
PART I OFFENSES					
ROBBERY	0	0	3	3	100 %
AGGRAVATED ASSAULT	3	6	30	35	116 %
BURGLARY	10	9	55	58	105 %
LARCENY	20	33	185	202	109 %
MOTOR VEHICLE THEFT	1	4	7	9	128 %
SIMPLE ASSAULT	22	29	196	208	106 %
ARSON	1	1	9	9	100 %
FORGERY & UTTERING	1	4	12	12	100 %
COUNTERFEITING	0	0	1	2	200 %
FRAUD	5	7	56	58	103 %
EMBEZZLEMENT	0	1	3	4	133 %
WEAPON CRIMES- CARRY, POSS,	0	0	1	2	200 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	1	2	4	5	125 %
NARCOTICS VOLIATIONS	6	6	40	44	110 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	0	0	0 %
SEX OFFENSES 2	3	5	20	30	150 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDDNAPPING	0	0	2	2	100 %
BURGLARY RESIDENTIAL	0	2	5	6	120 %
BURGLARY COMMERCIAL	0	1	1	1	100 %
RESISTING/OBSTRUCTING	0	0	14	14	100 %
PART I OFFENSES	73	110	644	704	109 %
PART II OFFENSES					
PAROLE/PROBATION VIOLATION	3	3	22	22	100 %
NATURAL DEATH	0	0	4	4	100 %
RETAIL FRAUD	0	0	9	12	133 %
RUNAWAY	5	7	72	74	102 %
VIOLATION PPO/ COURT ORDER	2	2	14	14	100 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	1	2	4	3	75 %
TRAFFIC OFFENSES OTHER	6	6	61	61	100 %
CRIMINAL CASE OTHER	1	1	4	4	100 %
WARRANT ARREST	7	7	118	120	101 %
SUSPICIOUS CIRCUMSTANCES	5	5	19	20	105 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	3	3	59	61	103 %
DOMESTIC ASSAULT/SITUATION	2	2	18	21	116 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	12	13	96	164	170 %
RECOVERED PROPERTY	0	0	0	0	0 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	2	3	17	17	100 %
DOA	1	2	11	13	118 %
ANIMAL COMPLAINTS	2	3	16	18	112 %
MISSING PERSON	0	0	3	3	100 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	0	0	2	5	250 %
TRAFFIC - HIT & RUN	8	8	57	58	101 %
FIRES - NOT ARSON	1	1	1	1	100 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	6	6	88	90	102 %
CRIMES AGAINST FAMILY &	0	0	4	6	150 %
DRIVING WHILE IMPAIRED	4	5	45	49	108 %
LIQUOR LAW VIOLATIONS	2	2	9	11	122 %
DISORDERLY CONDUCT	1	2	33	35	106 %
OTHER CRIMES	13	16	102	107	104 %
IMPOUND / TOW FOLLOW-UP	0	0	0	1	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	29	29	238	240	100 %
THREATS	0	0	0	1	0 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	13	15	104	105	100 %
PART II OFFENSES	129	143	1,230	1,340	108 %
Grand Totals:	202	253	1,874	2,044	109 %

Field Contact By Reason Summary Report

SEPTEMBER 2016

Reason for Contact	Count
911 Hang Up	23
False Alarm Commercial	16
False Alarm Fire	1
False Alarm Residential	1
All Other Service Reports	28
Animal Complaints Other	22
Assist Ambulance	7
Assist To Other Dept	18
Assist Fire Dept	2
Attempt To Locate	22
Barking Dog	8
Burning Ordinance	7
Civil Dispute	14
Deliver Emergency Message	1
Disturbance	17
Directed Patrol	1
Fireworks	2
Found Property	4
Gun Permit/register	45
Harrassment	16
Homeless Voucher	3
Investigate Vehicle	1
Loud Music	2
Loud Party	3
Motorist Assist	2
Open Door	2
Ordinance Violation	4
Parking Problem	13
Pawn Ticket	122
Peace Officer	8
Private Property Pda / Non Reportable	1
Prowler	1
Reckless Driver	2

Reason for Contact	Count
Road Hazard	8
Suspicious Person	15
Suspicious Situation	39
Suspicious Vehicle	18
Transport - Other	1
Trouble With Kids	13
Trouble With Neighbor	8
Trouble With Subject	57
Trespassing	2
Trash Complaint	1
Phone Harassment	2
Unwanted Subject	13
Vacation Check	2
Vehicle Inspection	3
Welfare Check	43
Wire Down	1
Work Traffic	195

REPORTED BURN COMPLAINTS - NO VIOLATIONS
SEPTEMBER 2016 FIELD CONTACTS

CASE_ID	FCDATE	STREET
201605709	09/15/2016 21:48:00	N WOODHALL CT
201605698	09/15/2016 14:06:00	E CORUNNA AVE
201605610	09/11/2016 15:36:00	W FLETCHER ST
201605943	09/25/2016 17:46:00	W HERMAN ST
201605442	09/04/2016 20:21:00	E MASON ST/N PARK ST
201605499	09/07/2016 11:20:00	E NORTH ST
201605557	09/09/2016 17:58:00	W AMENT ST

BURNING VIOLATIONS - CITATION ISSUED
SEPTEMBER 2016

INCI_ID	DATE_REPT	STREET
201605945	09/25/2016 20:25:48	N HICKORY ST



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MEMORANDUM

DATE: October 6, 2016

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: September 2016 Fire & Ambulance Report

During the month of September 2016:

Fire Department responded to **223** Ambulance calls

Fire Department responded to **25** Fire calls –

- 2 – Accidents (w/ injuries)
- 4 – Accidents (no injuries)
- 4 – Dispatched & Cancelled
- 3 – False Alarms
- 1 – Smoke Detector Activation
- 1 – Carbon Monoxide Detector Activation
- 1 – Power Line Down
- 1 – Citizen Complaint
- 2 – Service Calls
- 1 – Search & Rescue
- 3 – Building Fires
- 1 – Rubbish Fire
- 1 – No Incident on Arrival

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
SEPTEMBER 7, 2016 AT 7:30 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:34 a.m.

ROLL CALL: Was taken by Recording Secretary, Bridget Cannon.

MEMBERS PRESENT: Chairman David Acton, Vice-Chairman Bill Gilbert, Authority Members Kevin Wiles, Ken Cushman, Lance Omer, Theresa Trecha, Jon Moore and Mayor Benjamin Frederick

MEMBERS ABSENT: Authority Member Shar Haskins

OTHERS PRESENT: Josh Adams, Main Street Manager

AGENDA:

IT WAS MOVED BY VICE-CHAIRMAN GILBERT AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE AGENDA FOR SEPTEMBER 7, 2016 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN AND SUPPORTED BY AUTHORITY MEMBER TRECHA TO APPROVE THE MINUTES OF AUGUST 3, 2016 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: There were no public comments.

COMMITTEE UPDATES:

1) DESIGN

The wayfinding signs are all set for installation by City of Owosso DPW. Additionally, there are five bike racks complete and waiting for installation by DPW, and five bike racks still in the process of being made by students at Baker College. Locations for both the wayfinding signs and the bike racks have been finalized. Agnew Graphics will make a custom logo for sponsors, which will be displayed on the main cross-pipe of the bike rack. Baker College students are scheduled to continue to make the next group of ten bike racks.

2) ECONOMIC RESTRUCTURING

The board noted the Business Owners meeting had a great turnout and they could see and feel the excitement in regards to Oktoberfest and other upcoming events, by those in attendance.

Josh Adams passed out a draft example of the downtown map that will be handed out to businesses for visitors to the city of Owosso. The map will eventually be displayed at the photo booth in Main Street Plaza. It will also feature a calendar of events for the upcoming year, and a list of local businesses.

Bill Gilbert relayed a story how he came across a volunteer weeding flower beds and disposing of the grass clippings and expressed his sense of community pride in our volunteers. Ben Frederick asked how we may convey the message of the impact these volunteers have on our community, the flower beds, etc. He does not want people to assume "the city" will maintain all areas, pick up litter strewn in the flower beds, etc. Josh Adams stated he will continue to post thank-you's on social media, and the board discussed posting small signs that state whom is maintaining and volunteering their time at each flower bed.

3) ORGANIZATION

There was no Org meeting this last month. Org is in the process of creating a task list with due dates for multiple projects. Each work plan will be two-fold: 1) Sponsorship package for events, seek sponsorships outside of the budget; 2) Comprehensive volunteer management strategy -- volunteer list.

Party in the Plaza is coming up later in September – this is a thank you for the volunteers. The smart phone app is available for download, although it is tied to the old website. Org is waiting to promote this app until the website has been updated. Josh Adams is hoping to hire a website contractor to maintain and freshen up the website in the coming year. The website should be the main form of communication between the DDA and the public.

4) PROMOTION

The Owosso Vintage Motorcycle Days held in August was a success, despite the rain. Josh Adams estimates between 300-400 people were in attendance at the event. There were over 80 bikes on display and there was even a 1911 Thor motorcycle from Ohio on display. Thank you to the main sponsor of the event, BMW Motorcycles of Southeast Michigan. Thank you to the Durand Eagle Riders for help directing traffic for the vintage motorcycle ride.

The ArtWalk is planned for the weekend of September 10 -- there is a lot of excitement for the event. We are anticipating a huge event with a lot of artists and visitors to the downtown.

ITEMS OF BUSINESS:

1) CHECK REGISTER

(SEE BOARD PACKET FOR CHECK REGISTER)

IT WAS MOVED BY AUTHORITY MEMBER WILES AND SUPPORTED BY AUTHORITY MEMBER TRECHA TO APPROVE THE CHECK REGISTER FOR AUGUST, 2016 AS PRESENTED.

2) BUDGET REPORT/BUDGET UPDATES

(SEE BOARD PACKET FOR BUDGET)

Josh Adams noted that this is the beginning of the fiscal year, so the budget report will reflect the expenses and not the income. Josh has also included the Budget Breakdown with revenue figures from last fiscal year that was voted on by the board, so the board can see an estimate of expected revenue to get a better idea of the complete budget.

3) WATER STREET IMPROVEMENTS

The board reviewed the bid from Seifert Concrete to replace the sidewalk at 220 W. Main Street. The board agreed they would like to see multiple bids for future improvements, so they can see comparable. The board tabled the discussion of the Water Street improvements, as they would like to do more research and diligence in defining streetscape vs. hardscape repair. The board agreed they would like to pursue a partnership discussion between the city, the stakeholder, and the DDA.

4) FAÇADE GRANT UPDATE

There are currently eight properties in the approval stage with MEDC. There were some delays in the façade design stage. Construction on the facades is expected to start in the Spring, 2017.

IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO ADJOURN AT 8:42 A.M.

AYES: ALL. MOTION CARRIED.

David Acton, Chairman

bac